

FIRST AMENDMENT
CONTRACT FOR PURCHASE OF MATERIALS/SERVICES
Contract No. 2025-12

This First Amendment (“First Amendment”) is entered into this ___ day of _____, 2026, by and between the City of Flagstaff, a political subdivision of the State of Arizona, and immixTechnology, Inc., a subsidiary of immixGroup, Inc., a Virginia corporation (“Contractor”). The City and Contractor may be referred to as “Party” or jointly as “Parties.”

RECITALS

WHEREAS, on April 25, 2025, the City and Contractor entered a cooperative purchase agreement wherein Contractor agreed to provide UKG Pro Timekeeping software and support through Contract Number **GS-35F-0265X** (“2025 Agreement”); and

WHEREAS, the Parties desire to amend the 2025 Agreement to extend the cooperative purchase agreement, update the documentation related to the cooperative purchase of the UKG Pro Timekeeping software and support, and add a new quote.

AGREEMENT

NOW, THEREFORE, effective on the last date of execution, and in consideration for the mutual promises contained herein, the Parties agree as follows.

A. Amendment of Scope of Work: The Parties hereby amend and restate Paragraph 1 of the 2025 Agreement in its entirety to read as follows:

“1. Scope of Work:

- 1.1 Contractor shall provide the materials and/or services generally described as: **UKG PRO TIMEKEEPING SOFTWARE AND SUPPORT**.
- 1.2 The materials and/or services are more specifically described in the Scope of Work a/k/a Quote dated 10/15/2025 and identified by the Contractor as QUO-1552180-R8H6R5, attached hereto as Exhibit A. QUO-1552180-R8H6R5 is intended to replace all past purchase orders, contracts, quotes or other documents defining the Scope of Work between the Parties.
- 1.3 It is possible that the Parties may continue the cooperative purchase agreement beyond the current “Period of Performance” identified in QUO-1552180-R8H6R5 which is 3/20/2026-3/19/2027. In the event that the Parties decide to extend this cooperative purchase agreement, unless the increase in price exceeds \$155,000, a new formal amendment to be approved by the City Council will not be necessary. Rather, an extension letter, with the new quote referencing Contract Number **GS-35F-0265X**, the pricing, and the new “Period of Performance,” is acceptable to document the extended cooperative purchase agreement.”

B. Amendment to Standard Terms and Conditions: The Parties hereby amend and restate Paragraph 3 of the 2025 Agreement in its entirety to read as follows:

“3. Terms and Conditions of Agency Contract Apply:

- 3.1 Contractor is a fully authorized vendor of **UKG PRO TIMEKEEPING SOFTWARE AND SUPPORT.**
- 3.2 The General Services Administration Federal Supply Service conducted a competitive and open procurement process that resulted in Contract No. **GS-35F-0265X** with Contractor (“Agency Contract”), attached hereto as Exhibits B.1-B.3.
- 3.3 The City has authority to enter into a cooperative purchase agreement with Contractor utilizing the Agency Contract.
- 3.4 All provisions of the Agency Contract, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract related to price for materials and/or services.”

C. Amendment to Contract Term: The Parties hereby amend and restate Paragraph 5 of the 2025 Agreement in its entirety to read as follows:

“5. Contract Term: The Contract term is for the Period of Performance as identified in the current Quote provided by the Contractor and agreed upon by the Parties in writing, unless terminated pursuant to the provisions of the Agency Contract.”

D. All other terms and conditions of the 2025 Agreement, except to the extent amended herein, remain in full force and effect.

E. The Recitals included in this First Amendment are incorporated herein.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the date hereinbefore indicated.

City of Flagstaff

Contractor

By: _____
City Manager

By: _____

Title: _____

Dated: _____

Dated: _____

Attest:

Approved as to form:

City Clerk

City Attorney

Sales Quotation

Liane Garcia
City of Flagstaff
211 W Aspen Ave
Flagstaff, AZ 86001
PH: 928-213-2279
lgarcia@flagstaffaz.gov

Contract No.: GS-35F-0265X
CAGE Code: 3CA29
DUNS No.: 09-869-2374
TAX ID#: 54-1912608
Terms: NET 30
FOB: Destination

Quote Number: QUO-1552180-R8H6R5
Quote Date: 10/15/2025
Expiration Date: 3/20/2026

Order Address:
immixTechnology, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102
PH: 703-752-0610 FX: 703-752-0611

immixTechnology, Inc. Contact: Chanthakhoun, Eric
+1 571-384-3751
Eric.Chanthakhoun@immixgroup.com

Manufacturer Quote #:
Manufacturer Ref #: 6110573

Manufacturer Contact: Fitzgerald, Carrie
9789471667
carrie.fitzgerald@ukg.com

Please reference ImmixTechnology's "QUO" quote number and Government Contract number on any purchase orders issued against this quote

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8604538-000A	GS-35F-0265X	XAAS	UKG PRO TIMEKEEPING HOURLY - STANDARD LIC, PEPM (850 lic x 12 months)** TRUSTED PRODUCT **	10200	\$5.9300	\$60,486.00
Period of Performance: 3/20/2026 to 3/19/2027.							
2	8604539-000A	GS-35F-0265X	XAAS	UKG DIMENSIONS ACCRUALS - STANDARD LIC, PEPM (850 lic x 12 months)** TRUSTED PRODUCT **	10200	\$0.5900	\$6,018.00
Period of Performance: 3/20/2026 to 3/19/2027.							
AZ SALES TAX (9.39%): \$6,244.73						ANYTHING AS A SERVICE	\$66,504.00
						Grand Total	\$72,748.73

IM08036 - SID 6110573
3/20/26 - 3/19/27

Subject to the Terms and Conditions of GSA MAS Contract Number GS-35F-0265X; See GSA eLibrary: <http://www.gsaelibrary.gsa.gov/ElibMain/home.do>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number, Our Quote Number, Part Numbers, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program. immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at: http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf

immixTechnology, Inc.

a subsidiary of  **immixGroup**

General Services Administration Federal Supply Service
Authorized Federal Supply Schedule Pricelist

Contract Number: GS-35F-0265X

Information Technology Category

Period Covered by Contract: March 3, 2011 - March 2, 2026

Pricelist current through Modification #PO-2522 dated September 5, 2024

EC America, Inc.

8444 Westpark Drive, Suite 200

McLean, VA 22102

Phone: 703.752-0610

Email: GSAteam@immixgroup.com

Website: <https://www.immixgroup.com/contract-vehicles/gsa/it-70/0265X/>

Business Size: Other than Small Business

Prices Shown Herin are Net (discount deducted).



On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through [GSA Advantage!®](#).

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Customer Information

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SIN	SIN Title
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
511210	Software Licenses
54151	Software Maintenance Services
518210C	Cloud and Cloud-Related IT Professional Services
611420	Information Technology Training
54151ECOM	Electronic Commerce and Subscription Services
517312	Wireless Mobility Solutions
33411	Purchasing of new electronic equipment

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

See attached authorized price list – Attachment B

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item.

Not Applicable

2. Maximum order.

SIN	SIN Title	Maximum Order (\$)
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts	500,000
511210	Software Licenses	500,000
54151	Software Maintenance Services	500,000
518210C	Cloud and Cloud-Related IT Professional Services	500,000
611420	Information Technology Training	250,000
54151ECOM	Electronic Commerce and Subscription Services	500,000
517312	Wireless Mobility Solutions	500,000
33411	Purchasing of new electronic equipment	500,000

3. Minimum order.

\$100.00

4. Geographic coverage (delivery area).

Domestic delivery

5. Point(s) of production (city, county, and State or foreign country).

For a current list of all Authorized Service and Distribution points by Manufacturer, visit:

<https://www.immixgroup.com/contract-vehicles/gsa/it-70/0265X/>

6. Discount from list prices or statement of net price.

Prices shown herein are Net (discounts deducted)

7. Quantity discounts.

None unless otherwise specified in the pricelist

8. Prompt payment terms. Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."

0% - Net 30 days from receipt of invoice or date of acceptance, whichever is later

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

Government purchase cards are accepted at or below the micro-purchase threshold but above the Minimum order threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

Government purchase cards are accepted above the micro-purchase threshold

10. Foreign items (list items by country of origin).

See attached authorized price list – Attachment B

11a. Time of delivery. (Contractor insert number of days.)

The Contractor shall deliver to destination within thirty (30) calendar days after receipt of order (ARO), unless set forth otherwise on the Schedule Contract Pricelist to this schedule pricelist appended hereto and incorporated herein

11b. Expedited Delivery. The Contractor will insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

Quicker delivery times than those set forth in the Schedule Contract Pricelist are available from the Contractor based on the availability of product inventory. Improved delivery times in the number of days after receipt of an order (ARO) if available, are as negotiated between the ordering activity and the Contractor or its Authorized Government Resellers

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

Unless otherwise specified by Manufacturer in the Schedule Contract Pricelist, when ordering activities require overnight or 2-day delivery, ordering activities are encouraged to contact the Contractor for the purpose of obtaining accelerated delivery. Overnight and 2-day delivery times are subject to the availability of product inventory

11d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to affect a faster delivery.

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the Ordering Activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract

12. F.O.B. point(s).

Destination

13a. Ordering address(es).

immixTechnology, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102

Or

See Authorized Dealers Listing by Manufacturer for Ordering Address and Contact Information at: <https://www.immixgroup.com/contract-vehicles/gsa/it-70/0265X/>

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es).

immixTechnology, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102

Or

See Authorized Dealers Listing by Manufacturer for Ordering Address and Contact Information at:
<https://www.immixgroup.com/contract-vehicles/gsa/it-70/0265X/>

15. Warranty provision.

See attached Contractor Supplemental Pricelist Information and Incorporated Terms – Attachment A

16. Export packing charges, if applicable.

Not applicable

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

None

18. Terms and conditions of rental, maintenance, and repair (if applicable).

See attached Contractor Supplemental Pricelist Information and Incorporated Terms – Attachment A

19. Terms and conditions of installation (if applicable).

See attached Contractor Supplemental Pricelist Information and Incorporated Terms – Attachment A

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

See attached Contractor Supplemental Pricelist Information and Incorporated Terms – Attachment A

20a. Terms and conditions for any other services (if applicable).

See attached Contractor Supplemental Pricelist Information and Incorporated Terms – Attachment A

21. List of service and distribution points (if applicable).

For a current list of all Authorized Service and Distribution points by Manufacturer, visit:
<https://www.immixgroup.com/contract-vehicles/gsa/it-70/0265X/>

22. List of participating dealers (if applicable).

For a current list of all Authorized Service and Distribution points by Manufacturer, visit:
<https://www.immixgroup.com/contract-vehicles/gsa/it-70/0265X/>

23. Preventive maintenance (if applicable).

See attached Contractor Supplemental Pricelist Information and Incorporated Terms – Attachment A

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

Please contact immixTechnology, Inc. at GSAteam@immixgroup.com

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

Please contact immixTechnology, Inc. at GSAteam@immixgroup.com

25. Data Universal Number System (DUNS) number.

098692374

26. Notification regarding registration in System for Award Management (SAM) database.

Registration active

27. Integration:

The Non-Disclosure provisions set forth in Section 9b.(7), the IP Infringement provisions set forth in Section 9b.(9) and the Limitation of Liability provisions set forth in Section 3c. of the Terms and Conditions Applicable to Software Licenses (Special Item Number 511210) and Software Maintenance Services (Special Item Number 54151) of General Purpose Commercial Information Technology Software are hereby incorporated into and made a part of the terms applicable to all SINs.

28. Glossary of Definitions:

- a. "Contractor" means immixTechnology, Inc.
- b. "**Contractor and its affiliates**" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.
- c. "**Manufacturer**" shall mean a manufacturer, supplier or producer of Equipment (as defined below) or a publisher or developer of Software or related Training Materials (as defined below) provided to Contractor through a letter of supply to be licensed or sold to Ordering Activities under this contract.
- d. "**Ordering activity**" shall mean, 1) any entity authorized to use GSA sources of supply and services as set forth in GSA Directive OGP 4800.2I or such later issued version, and 2) any entity acting on behalf of an Ordering Activity pursuant to a properly issued letter of authorization per Section 24 above – "Prime Contractor Ordering from Federal Supply Schedules" under Information for Ordering Activities applicable to All Special Item Numbers.

29. Responsibilities of contractor:

The parties understand and agree that Contractor acts as a reseller of all Equipment, Software, Documentation, and services offered under this contract. With regard to Equipment, Software, and Documentation, Contractor represents that it has the requisite right and authority under its reseller agreements with the Manufacturers to offer the products and grant the rights specified in this contract, and Manufacturers shall have no privity of contract with an Ordering Activity hereunder. With regard to services, while some or all of the services ordered hereunder may be physically performed by Manufacturer, Service Provider, or other third-party personnel (as is specified under applicable SINs) acting under a subcontract or similar arrangement with Contractor, and while the scope and price of such services are defined by the applicable provider's policies (such as Maintenance Services Policies, Electronic Commerce Service Policies, or Wireless Services plans), Contractor remains solely responsible to the Ordering Activity for all such performance.

Terms and conditions applicable to purchase of general-purpose commercial information technology hardware subcategory, purchasing of new electronic equipment (special item number 33411)

1. Glossary of definitions:

- a. **"Documentation"** shall mean Manufacturer's then current help guides, specifications and operating manuals issued by Manufacturer and made generally available by Manufacturer for the Equipment whether on-line or in hard copy.
- b. **"Equipment"** shall mean the computer hardware identified on Attachment B to this schedule pricelist.

2. Material and workmanship

All Equipment furnished hereunder must substantially perform the function for which it is intended as set forth in the accompanying Documentation.

3. Order

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

4. Transportation of Equipment

FOB DESTINATION. Prices cover Equipment delivery to destination, for any location within the geographic scope of this contract.

5. Installation and technical services

- a. **INSTALLATION.** When the Equipment provided under this contract is not normally self-installable, the Contractor its Manufacturer or other authorized service provider's technical personnel shall be available to the Ordering Activity, at the Ordering Activity's location, to install the Equipment and to train Ordering Activity personnel in the use and maintenance of the Equipment. The charges, for such services are listed by Manufacturer, in the schedule pricelist.

- b. **OPERATING AND MAINTENANCE MANUALS.** The Contractor or its Manufacturer shall furnish the Ordering Activity with one (1) copy of all Documentation, which is normally provided with the Equipment being purchased. For Documentation only available on-line, Contractor or its Manufacturer shall provide Ordering Activity access to such Documentation.

6. Installation/acceptance

The Contractor shall only deliver those items ordered that substantially conform to the requirements of this contract and the applicable Manufacturer's Documentation. Therefore, items delivered shall be deemed accepted upon delivery to Ordering Activity's designated receiving facility. The Ordering Activity reserves the right to inspect or test any equipment that has been delivered. The Ordering Activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within the applicable warranty period as set forth below; and (2) before any substantial change occurs in the condition of the item, unless the change is due to a defect in the item.

7. Warranty

- a. Unless specified otherwise in this contract, the warranties extended to the Ordering Activity for Equipment and Documentation, and the exclusions and disclaimers applicable to such warranties, shall be as set forth on Attachment A to this schedule pricelist (Contractor Supplemental Pricelist Information and Incorporated Terms). Notwithstanding anything to the contrary that may be marked on or provided with the Equipment or Documentation, the parties understand and agree that such warranties, exclusions and disclaimers follow the applicable Manufacturer's standard commercial warranties, exclusions and disclaimers but are provided to the Ordering Activity by the Contractor, who will be responsible to the Ordering Activity for all compliance, service and remedies thereunder.
- b. Limitation of Liability
 - i. Exclusion of Consequential Damages. EXCEPT FOR A) A CLAIM OF IP INFRINGEMENT HEREUNDER, OR B) AS PROVIDED IN SUBSECTION (b)(iii) BELOW, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, DATA OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - ii. Limitation of Direct Damages. Except for a) a claim of IP Infringement, hereunder, or b) as provided in subsection (b)(iii) below, the aggregate and cumulative liability of Contractor for damages hereunder shall in no event exceed the amount of fees paid by Ordering Activity under the order giving rise to such liability, and if such damages relate to particular Equipment such liability shall be limited to fees paid for the relevant Equipment.

iii. Non-Applicability to Statutory or Regulatory Rights. Nothing herein shall operate to impair or prejudice the U.S. Government's right (a) to recover for fraud or crimes arising out of or relating to this contract under any Federal fraud statute, including without limitation the False Claims Act (31 USC §§3729 through 3733), or (b) to express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into this contract, including without limitation the GSAR 552.215-72 Price Adjustment – Failure to Provide Accurate Information (August 1997) or GSAR 552.238-75 Price Reductions (May 2004) Alternate I (May 2003).

c. Inspection and repair of defective Equipment under this warranty may be performed, at the option of the Contractor, at a service facility/plant authorized by the Contractor. The Ordering Activity may not return defective Equipment to the Contractor, the Manufacturer or its authorized service provider for repair or replacement without prior consultation and instruction.

8. Purchase price for ordered equipment

The purchase price that the Ordering Activity will be charged will be the Ordering Activity purchase price in effect at the time of order placement (which shall not exceed the price agreed to at the time of award of the GSA Schedule contract, as may be revised from time to time through a contract modification agreed to and issued by the GSA Schedule contracting officer), or the Ordering Activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less. Provided, however, that the Ordering Activity shall only be entitled to a lower price if the installation date is no longer than thirty (30) days after the date of order placement.

9. Responsibilities of the contractor

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering the work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

10. Trade-in of information technology equipment

When an Ordering Activity determines that Information Technology Equipment will be replaced, the Ordering Activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

Terms and conditions applicable to purchase of general-purpose commercial information technology hardware subcategory, computer and office machine repair and maintenance (special item number 811212).

1. Glossary of Definitions

- a. **"Documentation"** shall mean Manufacturer's then current help guides, specifications and operating manuals issued by Manufacturer and made generally available by Manufacturer for the Equipment whether on-line or in hard copy.
- b. **"Maintenance Services"** shall mean the services provided by Contractor through an applicable Manufacturer under this contract in accordance with the Manufacturer's then current Maintenance Services Policy.
- c. **"Maintenance Services Policy"** shall mean the commercial terms describing a Manufacturer's standard maintenance and support offerings, policies and procedures for its Equipment, a copy of which is set forth in Attachment A to this schedule pricelist.
- d. **"Equipment"** shall mean the computer hardware identified on Attachment B to this schedule pricelist.

2. Service areas

- a. The types/levels of maintenance, geographic scope of availability, and applicable rates vary by Manufacturer and are generally set forth in an applicable Manufacturer's Maintenance Services Policy. If any additional charge is to apply because of distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b. When repair services cannot be performed at the Ordering Activity installation site, the repair services will be performed at the Contractor's, Manufacturer's or authorized service provider's plant(s).

3. Maintenance order

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

- b. The Contractor shall honor orders for Maintenance Services for the duration of the contract period or a lesser period of time, for the Equipment shown in the schedule pricelist. Maintenance Services shall commence on a mutually agreed upon date, which will be written in the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of Equipment. Orders for Maintenance Service shall not extend beyond the end of the contract period.
- c. Maintenance Services may be discontinued by the Ordering Activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the Ordering Activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. Cross-year Funding Within Contract Period. Where an Ordering Activity's specific appropriation authority provides for funds in excess of a 12-month, fiscal year period, the Ordering Activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- f. Ordering Activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of Maintenance Services, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

4. Repair service and repair parts/spare parts orders

Repair service and repair parts/spare parts orders are not available under the scope of this schedule contract.

5. Loss or damage

- a. When the Contractor, through the Manufacturer, or its authorized service provider removes equipment to its establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the Equipment is removed from the Ordering Activity installation, until the equipment is returned to such installation.
- b. When Equipment is returned by Ordering Activity to the Contractor through the Manufacturer's or its authorized service provider's facility for repairs, the Ordering Activity shall be responsible for any loss or damage to the Equipment being returned by the Ordering Activity for repair. Contractor shall only be responsible for any loss or damage

while the Equipment is at the Contractor's or its Manufacturer's or authorized service provider's facility and until it is returned to the Ordering Activity's location.

6. Scope

- a. In exchange for the applicable fees, the Contractor, through the Manufacturer or its authorized service provider shall provide Maintenance Services for all Equipment listed herein, as requested by the Ordering Activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the Equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under Maintenance Service shall be in good operating condition.
 - i. In order to determine that the Equipment is in good operating condition, the Equipment shall be subject to inspection by the Contractor through the Manufacturer or its authorized service provider without charge to the Ordering Activity.
 - ii. Costs of any repairs performed for the purpose of placing the Equipment in good operating condition shall be borne by the Contractor, provided the Equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - iii. If the Equipment was not under the Contractor's responsibility, the costs necessary to place the Equipment in proper operating condition shall be borne by the Ordering Activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).
 - iv. Contractor shall have no obligation to provide Maintenance Services for Equipment that has been modified by Ordering Activity, is in disrepair or subject to any other exclusions as set out in Manufacturer's Maintenance Services Policy.

7. Responsibilities of the Ordering Activity

- a. Ordering Activity personnel shall not perform maintenance or attempt repairs to Equipment while such Equipment is under the purview of a maintenance order, unless agreed to by the Contractor. The Ordering Activity will follow the Contractor's designated procedures when returning Equipment to Contractor's, Manufacturer's or its authorized service provider's facility for repairs.
- b. Subject to security regulations, the Ordering Activity shall permit access to the Equipment, which is to be maintained or repaired by Contractor, Manufacturer or its authorized service provider.
- c. If the Ordering Activity desires a factory authorized/certified service personnel, then this should be clearly stated in the task or delivery order.

8. Responsibilities of the Contractor

- a. For Equipment not covered by a maintenance contract or warranty, the Contractor, through the Manufacturer or its authorized service provider's repair service personnel shall complete repairs as soon as reasonably possible after notification by the Ordering Activity that service is required.
- b. If the Ordering Activity task or delivery order specifies factory authorized/certified service personnel then the Contractor is obligated to provide such factory authorized/certified service personnel for the Equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

9. Maintenance rate provisions

- a. For Equipment under monthly Maintenance Services, the Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the Equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the Ordering Activity.
- b. **REGULAR HOURS.** The basic monthly rate for each makes and model of Equipment shall entitle the Ordering Activity to the Maintenance Services as set forth in the applicable Manufacturer's Maintenance Services Policy.
- c. **AFTER HOURS.** Should the Ordering Activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist or in the applicable Manufacturer's Maintenance Services Policy. Periods of less than one hour will be prorated to the nearest quarter hour.
- d. **TRAVEL AND TRANSPORTATION.** If any charge is to apply, over and above the regular maintenance rates, because of the distance between the Ordering Activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.
- e. **QUANTITY DISCOUNTS.** Quantity discounts from listed Maintenance Services rates for multiple Equipment owned and/or leased by a Ordering Activity are not provided under this schedule contract unless otherwise specified by a Manufacturer in the pricelist.

10. Repair service rate provisions

Repair service rate fees and provisions for Equipment not under monthly Maintenance Services are not available under the scope of this schedule contract.

11. Repair parts/spare parts rate provisions

Repair parts/spare parts rate provisions after the expiration of the guarantee/warranty provisions are not available under the scope of this schedule contract.

12. Guarantee/Warranty—Repair service and repair parts/spare parts

Guarantee/warranty-repair parts/spare parts after the expiration of the guarantee/warranty provisions are not available under the scope of this schedule contract.

13. Invoices and payments

Invoices for Maintenance Services shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such a period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). A PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

Payment for Maintenance Services of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

Terms and conditions applicable to purchase of general-purpose commercial information technology software subcategory, software licenses (special item number 511210) and software maintenance services (special item number 54151)

1. Glossary of definitions

- a. **"Documentation"** shall mean Manufacturer's then current help guides, and manuals issued by Manufacturer and made generally available by Manufacturer for the Software whether on-line or in hard copy. Documentation shall include any updated Documentation that Manufacturer provides with any updates.
- b. **"Maintenance Services"** shall mean the Software maintenance and support services provided by Contractor through an applicable Manufacturer under this contract in accordance with the Manufacturer's then current Maintenance Services Policy.
- c. **"Maintenance Services Policy"** shall mean the commercial terms describing a Manufacturer's standard Software maintenance and support offerings, policies and procedures, a copy of which is located on Attachment A to this schedule pricelist.
- d. **"Software"** shall mean (i) the version of the computer program identified on Attachment B and (ii) updates to such programs.

2. Inspection/acceptance

The Contractor shall only deliver those items ordered that substantially conform to the requirements of this contract and the Software's Documentation. Therefore, items delivered shall be deemed accepted upon delivery. The Ordering Activity reserves the right to inspect or test any Software that has been delivered. The Ordering Activity may require repair or replacement of nonconforming Software at no increase in contract price.

The Ordering Activity must exercise its post-acceptance rights (1) within the warranty period as set forth below; and (2) before any substantial change occurs in the condition of the Software, unless the change is due to the defect in the Software.

3. Guarantee/Warranty

- a. Unless specified otherwise in this contract, the warranties extended to the Ordering Activity for Software and Documentation, and the exclusions and disclaimers applicable to such warranties, shall be as set forth on Attachment A to this schedule pricelist (Contractor Supplemental Pricelist Information and Incorporated Terms). Notwithstanding anything to the contrary that may be marked on or provided with the Software or Documentation, the parties understand and agree that such warranties, exclusions and disclaimers follow the applicable Manufacturer's standard commercial warranties, exclusions and disclaimers but are provided to the Ordering Activity by the Contractor, who will be responsible to the Ordering Activity for all compliance, service and remedies thereunder.
- b. Limitation of Liability.
 - i. Exclusion of Consequential Damages. EXCEPT FOR A) A CLAIM OF IP INFRINGEMENT HEREUNDER, OR B) AS PROVIDED IN (b)(iii) BELOW, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, DATA OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES provided however, that in the event Ordering Activity makes unauthorized copies of the Software, Contractor shall be entitled to recover the full amount of any license fees that would relate to such copies.
 - ii. Limitation of Direct Damages. Except for a) a claim of IP Infringement hereunder, or b) as provided in (b)(iii) below, the aggregate and cumulative liability of Contractor and licensors for damages hereunder shall in no event exceed the amount of fees paid by Ordering Activity under the order giving rise to such liability, and if such damages relate to particular Software or Maintenance Services, such liability shall be limited to fees paid for the relevant Software or Maintenance Services giving rise to the liability.
 - iii. Non-Applicability to Statutory or Regulatory Rights. Nothing herein shall operate to impair or prejudice the U.S. Government's right (a) to recover for fraud or crimes arising out of or relating to this contract under any Federal fraud statute, including without limitation the False Claims Act (31 USC §§3729 through 3733), or (b) to express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into this contract, including without limitation the GSAR 552.215-72 Price Adjustment – Failure to Provide Accurate Information (August 1997) or GSAR 552.238-75 Price Reductions (May 2004) Alternate I (May 2003).

4. Technical services

A hot line technical support number for the purpose of providing user assistance and guidance to the Ordering Activity in the implementation of the Software may be provided as part of Maintenance Services.

5. Software maintenance

a. Software maintenance as it is defined:

(1) Software Maintenance as a Product (SIN 511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

(2) Software Maintenance as a Service (SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

- b. If purchased by Ordering Activity, Contractor, through the applicable Manufacturer, shall provide Maintenance Services for the Software pursuant to the applicable Manufacturer's then current Maintenance Services Policy. Fees or rates for such Maintenance Services are set forth in Attachment B.
- c. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in

arrears (31 U.S.C. 3324) for Maintenance as a Service. A PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. Periods of term licenses and maintenance

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the Ordering Activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an Ordering Activity's specific appropriation authority provides for funds in excess of a 12-month (fiscal year) period, the Ordering Activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering Activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. Conversion from term license to perpetual license

Conversion from term licenses to perpetual licenses for any or all Software is not available under the scope of this contract.

Outside the scope of this contract, the Ordering Activity may contact the Manufacturer directly to discuss the permissibility, costs and operation of such conversion(s). The contractor agrees to reasonably assist Ordering Activity in this regard.

8. Term license cessation

If a term Software license granted hereunder terminates for any reason, Ordering Activity shall (i) cease using the applicable Software, Documentation, and related Confidential Information, and (ii) certify to Contractor within thirty (30) days after termination that Ordering Activity has destroyed, or has returned to Contractor or its Manufacturer the Software, Documentation, related Confidential Information of Contractor and all copies thereof, whether or not modified or merged into other materials.

9. Utilization limitations (SIN 511210 and SIN 54151)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the Ordering Activity, commercial computer Software and related Documentation shall be subject to the following:
 - i. Title to and ownership of the Software and Documentation shall remain with the Contractor or its Manufacturer or licensors, unless otherwise specified. The contractor and its Manufacturers reserve all rights in and to the Software and Documentation not expressly granted to Ordering Activity herein.
 - ii. United States Government Legends. The Software, Documentation and any other technical data provided hereunder is commercial in nature and developed solely at private expense. The Software is delivered as "Commercial Computer Software" as defined in DFARS 252.227-7014 (June 1995) or as a "Commercial Item" as defined in FAR 2.101(a) and as such is provided with only such rights as are provided in Manufacturer's standard commercial license for the Software. Technical data is provided with limited rights only as provided in DFAR 252.227-7015 (Nov. 1995) or FAR 52.227-14 (June 1987), whichever is applicable.
 - iii. Contractor grants Ordering Activity only those utilization rights (and reserves the same utilization limitations) as specified in the applicable Manufacturer's commercial license terms, a description of which is set forth on Attachment A to this schedule pricelist and incorporated herein.
 - iv. Notwithstanding the forgoing, Contractor acknowledges and agrees that Ordering Activity shall have the minimum restricted rights as set forth in 9.b(4) below.
 - v. Except as is provided in paragraph 9.b(2) above, the Ordering Activity shall not provide or otherwise make available the Software or Documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the Ordering Activity who have the Ordering Activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed Software and Documentation only in accordance with these restrictions. This provision does not limit the right of the Ordering activity to use Software, Documentation, or information therein, which the Ordering Activity may already have or obtains without restrictions.

- vi. The Ordering Activity shall have the right to use the computer Software and Documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the Ordering Activity has the right to transfer the Software to another site if the Ordering Activity site for which it is acquired is deemed to be unsafe for Ordering Activity personnel; to use the computer Software and Documentation with a backup computer when the primary computer is inoperative; and to copy computer Software for safekeeping (archive) or backup purposes; to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- vii. "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.
- viii. The Software and Documentation hereunder is offered by the Contractor under licenses customarily provided to the public. The Contractor does not furnish technical information related to commercial computer Software (or commercial computer software Documentation) that is not customarily provided to the public. Further, the Contractor does not relinquish rights to use, modify, reproduce, release, perform, display, or disclose commercial computer Software (or commercial computer Software Documentation) except as mutually agreed to by the parties. See 48 CFR 12.212.
- ix. Nondisclosure. Ordering Activity may have access to information that is confidential to Contractor or its Manufacturers ("Confidential Information"). Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. Contractor's Confidential Information shall include, but not be limited to, the Software, Documentation, all materials provided to Ordering Activity in the course of performing Maintenance Services hereunder, formulas, methods, know how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, and the terms and pricing hereunder, regardless of whether such information is identified as confidential. Confidential Information includes all information received from third parties that Contractor is obligated to treat as confidential.

- x. Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; (iv) is independently developed by the other party without use of or reference to the other party's Confidential Information. In addition, if Ordering Activity recommends to Contractor additional features, functionality, or performance or if Contractor retains generalized information hereunder that Contractor or its Manufacturer subsequently incorporates into its product or service offerings, then with respect to such recommendations and information, Ordering Activity hereby (a) grants Contractor a worldwide, non-exclusive, royalty-free, perpetual right and license to use and incorporate such recommendations and such information into such offerings, and (b) acknowledges that all right and title to such offerings incorporating such recommendations and information shall be the sole and exclusive property of Contractor or its Manufacturer and all such recommendations and information shall be free from any confidentiality restrictions that might otherwise be imposed upon Contractor pursuant to this section.
- xi. Further, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority.
- xii. Ordering Activity shall not disclose the results of any performance tests of the Software to any third party without the Contractor's prior written approval. Ordering Activity agrees to hold Confidential Information in confidence and to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of these Terms and Conditions. Ordering Activity acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this section, and that such breach would cause irreparable harm to Contractor; therefore, Contractor shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it might have at law or under these terms and conditions.

- xiii. **Verification.** At Contractor's written request, but not more frequently than annually, Ordering Activity shall furnish Contractor with a document signed by Ordering Activity's authorized representative verifying that the Software is being used pursuant to the provisions of this contract. To the extent permitted by and subject to an Ordering Activity's security requirements (including, but not limited to, use of cleared personnel, badging and other requirements). Contractor reserves the right to audit Ordering Activity's use of the Software no more than once annually at Contractor's expense. Contractor shall schedule any audit at least thirty (30) days in advance. Any such audit shall be conducted during regular business hour at Ordering Activity's facilities and shall not unreasonably interfere with Ordering Activity's business.

- xiv. **Intellectual Property Infringement.** If a third party makes a claim against Ordering Activity that the Software directly infringes any patent, copyright, or trademark or misappropriates any trade secret ("IP Claim"); Contractor will (i) assist in defending Ordering Activity against the IP Claim at Contractor's cost and expense, and (ii) pay all costs, damages and expenses (including reasonable legal fees) finally awarded against Ordering Activity by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Contractor arising out of such IP Claim; provided that: (i) Ordering Activity promptly notifies Contractor in writing no later than sixty (60) days after Ordering Activity's receipt of notification of a potential claim and (ii) Ordering Activity provides Contractor, at Contractor's request and expense, with the assistance, information and authority necessary to perform Contractor's obligations under this Section. Notwithstanding the foregoing, Contractor shall have no liability for any claim of infringement based on (a) the use of a superseded or altered release of the Software if the infringement would have been avoided by the use of a current unaltered release of the Software, (b) the modification of the Software, (c) the use of the Software other than in accordance with the Documentation or this contract, or (d) any materials or information provided to Contractor by Ordering Activity, for which Ordering Activity shall be solely responsible.

- xv. If the Software is held to infringe or are believed by Contractor to infringe, Contractor shall have the option, at its expense, to (a) replace or modify the Software to be non-infringing, or (b) obtain for Ordering Activity a license to continue using the Software. If it is not commercially reasonable to perform either of the foregoing options, then Contractor may terminate the Program license for the infringing Software and refund the license fees paid for the Software upon return of the Software by Ordering Activity. This section states Contractor's entire liability and Ordering Activity's exclusive remedy for any claim of infringement.

- xvi. **Delivery.** All Software and Documentation provided by Contractor hereunder shall be deemed to be delivered by Contractor: 1) Upon physical delivery, or 2) Once the Software is made available to Ordering Activity via electronic download by provision of a license key, link to a website, FTP site or similar site from which the Ordering Activity can electronically download or otherwise access the Software and Documentation.

10. Software conversions

Conversion from one version of the Software to another such as the result of a change in operating system, or from one computer system to another is not available under the scope of the contract.

Outside the scope of this contract, the Ordering Activity may contact the Manufacturer directly to discuss the permissibility, costs and operation of such conversion(s). The contractor agrees to reasonably assist Ordering Activity in this regard.

11. Descriptions and equipment compatibility

For information concerning supported hardware or compatibility requirements the Ordering Activity is advised to contact the Contractor or the applicable Manufacturer.

12. Right to copy pricing

Right-to-copy license pricing is not available under the scope of this contract unless specifically specified in the pricelist. The Ordering Activity must contact the Manufacturer directly to discuss the applicability and associated costs of right-to-copy pricing.

Terms and conditions applicable to purchase of general-purpose commercial information technology solutions subcategory, cloud and cloud-related IT professional services (special item number 518210C)

1. Scope

The prices, terms and conditions stated under Special Item Number (SIN) 518210C Cloud Computing Services apply exclusively to Cloud Computing Services within the scope of this Information Technology Schedule.

This SIN provides ordering activities with access to technical services that run-in cloud environments and meet the NIST Definition of Cloud Computing Essential Characteristics. Services relating to or impinging on cloud that do not meet all NIST essential characteristics should be listed in other SINs.

The scope of this SIN is limited to cloud capabilities provided entirely as a service. Hardware, software and other artifacts supporting the physical construction of a private or other cloud are out of scope for this SIN. Currently, an Ordering Activity can procure the hardware and software needed to build on premise cloud functionality, through combining different services on other Federal Supply Schedule SINs (e.g. 54151S).

Sub-categories in scope for this SIN are the three NIST Service Models: Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS). Offerors may optionally select a single sub-category that best fits a proposed cloud service offering. Only one sub-category may be selected for each proposed cloud service offering. Offerors may elect to submit multiple cloud service offerings, each with its own single sub-category. The selection of one of three sub-categories does not prevent Offerors from competing for orders under the other two sub-categories.

See service model guidance for advice on sub-category selection.

Sub-category selection within this SIN is optional for any individual cloud service offering, and new cloud computing technologies that do not align with the aforementioned three sub-categories may be included without a sub-category selection so long as they comply with the essential characteristics of cloud computing as outlined by NIST.

See Table 1 for a representation of the scope and sub-categories.

Table 1: Cloud Computing Services SIN

SIN Description	Sub-Categories ¹
<ul style="list-style-type: none"> ● Commercially available cloud computing services ● Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics ● Open to all deployment models (private, public, community or hybrid), vendors specify deployment models 	<p>1. Software as a Service (SaaS): Consumer uses provider’s applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application-level configuration may be available.</p> <p>2. Platform as a Service (PaaS): Consumer deploys applications onto cloud platform service using provider-supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure.</p> <p>3. Infrastructure as a Service (IaaS): Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.</p>

SIN Description	Sub-Categories ¹
<p>¹ Offerors may optionally select the single sub-category that best fits each cloud service offering, per Service Model Guidance, or select no sub-category if the offering does not fit an existing NIST service model.</p>	

2. Description of cloud computing services and pricing

a. Service Description Requirements for Listing Contractors

The description requirements below are in addition to the overall Schedule 70 evaluation criteria described in SCP-FSS-001-N Instructions Applicable to New Offerors (Alternate I – MAR 2016) or SCP-FSS-001-S Instructions Applicable to Successful FSS Program Contractors, as applicable, SCP-FSS-004 and other relevant publications.

Refer to overall Federal Supply Schedule requirements for timelines related to description and other schedule updates, including but not limited to clauses 552.238-81 – section E and clause I-FSS-600.

Table 2 summarizes the additional Contractor-provided description requirements for services proposed under the Cloud Computing Services SIN. All mandatory description requirements must be complete, and adequate according to evaluation criteria.

In addition, there is one “Optional” reporting description which exists to provide convenient service selection by relevant criteria. Where provided, optional description requirements must be complete and adequate according to evaluation criteria:

- i. The NIST Service Model provides sub-categories for the Cloud SIN and is strongly encouraged, but not required. The Service Model based sub-categories provide this SIN with a structure to assist ordering activities in locating and comparing services of interest. Contractors may optionally select the single service model most closely corresponding to the specific service offering.
- ii. If a sub-category is selected it will be evaluated with respect to the NIST Service Model definitions and guidelines in “Guidance for Contractors”.

Table 2: Cloud Service Description Requirements

#	Descriptions Requirement	Reporting Type	Instructions
1	Provide a brief written description of how the proposed cloud computing services satisfies each individual essential NIST Characteristic	Mandatory	The cloud service must be capable of satisfying each of the five NIST essential Characteristics as outlined in NIST Special Publication 800-145. See 'GUIDANCE FOR CONTRACTORS: NIST Essential Characteristics' below in this document for detailed overall direction, as well as guidance on inheriting essential characteristics.
2	Select NIST deployment models for the cloud computing service proposed.	Mandatory	Contractors must select at least one NIST deployment model as outlined in NIST Special Publication 800- 145 describing how the proposed cloud computing service is deployed. Select multiple deployment models if the service is offered in more than one deployment model. See 'GUIDANCE FOR CONTRACTORS: NIST Deployment Model' below in this document for detailed direction on how to best categorize a service for the NIST deployment models.
3	Optionally select the most appropriate NIST service model that will be the designated sub- category or may select no sub-category.	Optional	Contractor may select a single NIST Service model to sub-categorize the service as outlined in NIST Special Publication 800-145. Sub-category selection is optional but recommended. See 'GUIDANCE FOR CONTRACTORS: NIST Service Model' below in this document for detailed direction on how to best categorize a service for the NIST IaaS, PaaS, and SaaS service models.

b. Pricing of Cloud Computing Services

All current pricing requirements for Schedule 70, including provision SCP-FSS-001-N (Section III Price Proposal), SCP-FSS-001-S, SCP-FSS-004 (Section III Price Proposal), and clause I-FSS-600 Contract Price Lists, apply. At the current time there is no provision for reducing or eliminating the standard price list posting requirements to accommodate rapid cloud price fluctuations.

In addition to standard pricing requirements, all pricing models must have the core capability to meet the NIST Essential Cloud Characteristics, particularly with respect to on-demand self-service, while allowing alternate variations at the task order level at agency discretion, pursuant to the guidance on NIST Essential Characteristics.

3. Responsibilities of the contractor

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

a. Acceptance Testing

Any required Acceptance Test Plans and Procedures shall be negotiated by the Ordering Activity at task order level. The Contractor shall perform acceptance testing of the systems for Ordering Activity approval in accordance with the approved test procedures.

b. Training

If training is provided commercially the Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. Contractor is responsible for indicating if there are separate training charges.

c. Information Assurance/Security Requirements

The contractor shall meet information assurance/security requirements in accordance with the Ordering Activity requirements at the Task Order level.

d. Related Professional Services

The Contractor is responsible for working with the Ordering Activity to identify related professional services and any other services available on other SINs that may be associated with deploying a complete cloud solution. Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN.

e. Performance of Cloud Computing Services

The Contractor shall respond to Ordering Activity requirements at the Task Order level with proposed capabilities to Ordering Activity performance specifications or indicate that

only standard specifications are offered. In all cases the Contractor shall clearly indicate standard service levels, performance and scale capabilities.

The Contractor shall provide appropriate cloud computing services on the date and to the extent and scope agreed to by the Contractor and the Ordering Activity.

f. Reporting

The Contractor shall respond to Ordering Activity requirements and specify general reporting capabilities available for the Ordering Activity to verify performance, cost and availability.

In accordance with commercial practices, the Contractor may furnish the Ordering Activity/user with a monthly summary Ordering Activity report.

4. Responsibilities of the ordering activity

The Ordering Activity is responsible for indicating the cloud computing services requirements unique to the Ordering Activity. Additional requirements should not contradict existing SIN or IT Schedule 70 Terms and Conditions. Ordering Activities should include (as applicable) Terms & Conditions to address Pricing, Security, Data Ownership, Geographic Restrictions, Privacy, SLAs, etc.

Cloud services typically operate under a shared responsibility model, with some responsibilities assigned to the Cloud Service Provider (CSP), some assigned to the Ordering Activity, and others shared between the two. The distribution of responsibilities will vary between providers and across service models. Ordering activities should engage with CSPs to fully understand and evaluate the shared responsibility model proposed. Federal Risk and Authorization Management Program (FedRAMP) documentation will be helpful regarding the security aspects of shared responsibilities, but operational aspects may require additional discussion with the provider.

a. Ordering Activity Information Assurance/Security Requirements Guidance

- i) The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued complies with the Federal Information Security Management Act (FISMA) as applicable.
- ii) The Ordering Activity shall assign a required impact level for confidentiality, integrity and availability (CIA) prior to issuing the initial statement of work.¹
- (i) The Contractor must be capable of meeting at least the minimum-security requirements assigned against a low-impact information system in each CIA assessment area (per FIPS 200) and must detail the FISMA capabilities of the system in each of CIA assessment area.

¹ Per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems")

- iii) Agency level FISMA certification, accreditation, and evaluation activities are the responsibility of the Ordering Activity. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Cloud Computing Services.
- iv) The Ordering Activity has final responsibility for assessing the FedRAMP status of the service, complying with and making a risk-based decision to grant an Authorization to Operate (ATO) for the cloud computing service, and continuous monitoring. A memorandum issued by the Office of Management and Budget (OMB) on Dec 8, 2011, outlines the responsibilities of Executive departments and agencies in the context of FedRAMP compliance. ²
- v) Ordering activities are responsible for determining any additional information assurance and security related requirements based on the nature of the application and relevant mandates.

b. Deployment Model

If a particular deployment model (Private, Public, Community, or Hybrid) is desired, Ordering Activities are responsible for identifying the desired model(s). Alternately, Ordering Activities could identify requirements and assess Contractor responses to determine the most appropriate deployment model(s).

c. Delivery Schedule

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in Information for Ordering Activities Applicable to All Special Item Numbers.

d. Interoperability

Ordering Activities are responsible for identifying interoperability requirements. Ordering Activities should clearly delineate requirements for API implementation and standards conformance.

e. Performance of Cloud Computing Services

The Ordering Activity should clearly indicate any custom minimum service levels, performance and scale requirements as part of the initial requirement.

f. Reporting

The Ordering Activity should clearly indicate any cost, performance or availability reporting as part of the initial requirement.

² MEMORANDUM FOR CHIEF INFORMATION OFFICERS: Security Authorization of Information Systems in Cloud Computing Environments. December 8, 2011

g. Privacy

The Ordering Activity should specify the privacy characteristics of their service and engage with the Contractor to determine if the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could be requiring assurance that the service is capable of safeguarding Personally Identifiable Information (PII), in accordance with NIST SP 800-1224³ and OMB memos M-06-16⁴ and M-07-16⁵. An Ordering Activity will determine what data elements constitute PII according to OMB Policy, NIST Guidance and Ordering Activity policy.

h. Accessibility

The Ordering Activity should specify the accessibility characteristics of their service and engage with the Contractor to determine the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could require assurance that the service is capable of providing accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d).

i. Geographic Requirements

Ordering activities are responsible for specifying any geographic requirements and engaging with the Contractor to determine that the cloud services offered have the capabilities to meet geographic requirements for all anticipated task orders. Common geographic concerns could include whether service data, processes and related artifacts can be confined on request to the United States and its territories, or the continental United States (CONUS).

j. Data Ownership and Retrieval and Intellectual Property

Intellectual property rights are not typically transferred in a cloud model. In general, CSPs retain ownership of the Intellectual Property (IP) underlying their services and the customer retains ownership of its intellectual property. The CSP gives the customer a license to use the cloud services for the duration of the contract without transferring rights. The government retains ownership of the IP and data they bring to the customized use of the service as spelled out in the FAR and related materials.

General considerations of data ownership and retrieval are covered under the terms of Schedule 70 and the FAR and other laws, ordinances, and regulations (Federal, State, City, or otherwise). Because of considerations arising from cloud shared responsibility models, ordering activities should engage with the Contractor to develop more cloud-specific understandings of the boundaries between data owned by the government and that owned by the cloud service provider, and the specific terms of data retrieval.

In all cases, the Ordering Activity should enter into an agreement with a clear and enforceable understanding of the boundaries between government and cloud service

³ NIST SP 800-122, "Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)"

⁴ OMB memo M-06-16: Protection of Sensitive Agency Information Hyperlink: <http://www.whitehouse.gov/sites/default/files/omb/memoranda/fv2006/m06-16.pdf>

⁵ OMB Memo M-07-16: Safeguarding Against and Responding to the Breach of Personally Identifiable Information. Hyperlink: <http://www.whitehouse.gov/sites/default/files/omb/memoranda/fv2007/m07-16.pdf>

provider data, and the form, format and mode of delivery for each kind of data belonging to the government.

The Ordering Activity should expect that the Contractor shall transfer data to the government at the government's request at any time, and in all cases when the service or order is terminated for any reason, by means, in formats and within a scope clearly understood at the initiation of the service. Example cases that might require clarification include status and mode of delivery for:

- Configuration information created by the government and affecting the government's use of the cloud provider's service.
- Virtual machine configurations created by the government but operating on the cloud provider's service.
- Profile, configuration and other metadata used to configure SaaS application services or PaaS platform services.

The key is to determine in advance the ownership of classes of data and the means by which Government owned data can be returned to the Government.

k. Service Location Distribution

The Ordering Activity should determine requirements for continuity of operations and performance and engage with the Contractor to ensure that cloud services have adequate service location distribution to meet anticipated requirements. Typical concerns include ensuring that:

- i. Physical locations underlying the cloud are numerous enough to provide continuity of operations and geographically separate enough to avoid an anticipated single point of failure within the scope of anticipated emergency events.
- ii. Service endpoints for the cloud are able to meet anticipated performance requirements in terms of geographic proximity to service requestors.

Note that cloud providers may address concerns in the form of minimum distance between service locations, general regions where service locations are available, etc.

l. Related Professional Services

Ordering activities should engage with Contractors to discuss the availability of limited assistance with initial setup, training and access to the services that may be available through this SIN.

Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN. Ordering activities should consult the appropriate GSA professional services schedule.

Terms and conditions applicable to purchase of general-purpose commercial information technology solutions subcategory, continuous diagnostics and mitigation (CDM) tools (special item number 541519CDM)

1. Glossary of definitions

- a. **"Documentation"** shall mean Manufacturer's then current help guides, specifications and operating manuals issued by Manufacturer and made generally available by Manufacturer for the Equipment and/or Software whether on-line or in hard copy.
- b. **"Equipment"** shall mean the computer hardware identified on Attachment B to this schedule pricelist.
- c. **"Equipment Maintenance Services"** shall mean the Equipment maintenance services provided by Contractor through an applicable Manufacturer under this contract in accordance with the Manufacturer's then-current Maintenance Services Policy.
- d. **"Software Maintenance Services"** shall mean the Software maintenance and support services provided by Contractor through an applicable Manufacturer under this contract in accordance with the Manufacturer's then current Maintenance Services Policy.
- e. **"Maintenance Services Policy"** shall mean the commercial terms describing a Manufacturer's standard Equipment or Software maintenance and support offerings, policies and procedures, a copy of which is located on Attachment A to this schedule pricelist.
- f. **"Services"** shall mean services associated with products, other than Software Maintenance Services, Equipment Maintenance Services, and training.
- g. **"Software"** shall mean (i) the version of the computer program identified on Attachment B and (ii) updates to such programs.

2. Scope

- a. Special Item Number (SIN) 541519CDM Continuous Diagnostics and Mitigation (CDM) Tools is a solutions SIN. This SIN includes both Equipment and Software products and any associated services for the products to include installation, maintenance, and training.
- b. In addition to the terms and conditions of this CDM SIN: the terms and conditions of SIN 33411 shall apply to the purchase of Equipment provided under the CDM SIN; the terms and conditions of SIN 811212 shall apply to Equipment Maintenance Services provided under the CDM SIN; the terms and conditions of SINs 511210 and 54151 shall apply to Software and Software Maintenance Services provided under the CDM SIN; and the terms and conditions of SIN 611420 shall apply to the purchase of training courses provided under the CDM SIN.

- c. 541519CDM - Continuous Diagnostics and Mitigation Tools - SUBJECT TO COOPERATIVE PURCHASING - Includes Continuous Diagnostics and Mitigation (CDM) Approved Products List (APL) Equipment and Software products/tools and associated Services and Maintenance Services. The full complement of CDM subcategories includes tools, associated Maintenance Services, and other related activities such as training.
- d. The 5 subcategories CDM capabilities specified under this SIN are:
 - i. Manage “What is on the network?”: Identifies the existence of hardware, software, configuration characteristics and known security vulnerabilities.
 - ii. Manage “Who is on the network?”: Identifies and determines the users or systems with access authorization, authenticated permissions and granted resource rights.
 - iii. Manage “How is the network protected?”: Determines the user/system actions and behavior at the network boundaries and within the computing infrastructure.
 - iv. Manage “What is happening on the network?”: Prepares for events/incidents, gathers data from appropriate sources; and identifies incidents through analysis of data.
 - v. Emerging Tools and Technology: Includes CDM cybersecurity tools and technology not in any other subcategory.

5 subcategories represent the scope of the CDM program and reflect widely exercised functional and operational scenarios that CDM is interested in identifying, monitoring and addressing from a security perspective.

To provide a holistic security approach, these capabilities adhere to the National Institute of Science and Technology (NIST) Cybersecurity Framework security functions to identify, protect, detect, respond and recover. CDM also supports and can be used in the NIST Risk Management Framework (RMF) to achieve ongoing assessment and authorization.

As shown in Table 1, the 5 CDM Tools SIN subcategories cover the previous CDM BPA 15 CDM Tool Functional Areas (TFAs) and allow for future innovation.

Table 1: SIN to TFA mapping

5 SIN Subcategories	15 CDM BPA TFAs
1. Manage "What is on the network?"	TFA 1 – Hardware Asset Management TFA 2 – Software Asset Management TFA 3 – Configuration Settings Management TFA 4 – Vulnerability Management
2. Manage "Who is on the network?"	TFA 6 – Manage Trust in People Granted Access TFA 7 – Manage Security-Related Behavior TFA 8 – Manage Credential and Authentication TFA 9 – Manage Account/Access/Manage Privileges
3. Manage "How is the boundary protected?" for BOUND	TFA 5 – Manage Network Access Controls
4. Manage "What is happening on the network?" for MNGEVT	TFA 10 – Prepare for Contingencies and Incidents TFA 11 – Respond to Contingencies and Incidents
4. Manage "What is happening on the network?" for DBS	TFA 12 – Design and Build in Requirements Policy and Planning TFA 13 – Design and Build in Quality
4. Manage "What is happening on the network?" for OMI	TFA 14 – Manage Audit Information TFA 15 – Manage Operation Security
5. Emerging Tools and Technologies	Future innovations

1. Manage “What is on the network?”

- a. Focus: The primary focus of Manage Assets is to identify “What is on the network?”; that is, to identify the existence of hardware, software, configuration characteristics and known security vulnerabilities.
- b. Manage hardware and software baseline system inventory is based on Phase 1 Hardware Asset Management (HWAM) and Software Asset Management (SWAM) requirements that requires the discovery and identification of devices to define a baseline of inventory hardware and software assets to establish the Agency’s span of control.
- c. Hardware and software configurations are based on Phase 1 Configuration Settings Management (CSM) requirements to ensure that hardware and software (specifically the operating system and installed applications) assets are securely configured and hardened.
- d. Manage vulnerabilities is based on Phase 1 Vulnerability Management (VUL) requirements to identify and manage vulnerabilities in software installed on network devices to minimize exploitation of known software weaknesses.
- e. These CDM capabilities cover verification and validation for the existence of hardware infrastructure devices; the accurate identification of approved software components; verification and validation that hardware devices have the correct security configuration settings, and system platform is hardened to reduce the platform attack surface; and the identification and management of risks presented by known software weaknesses that are subject to exploitation.
- f. These CDM capabilities support the Cybersecurity Framework functions of: identify, protect and detect.

2. Manage “Who is on the network?”

- a. Focus: The primary focus of Manage People is to determine “Who is on the network?”; that is, identify and determine the users or systems with authorized access.
- b. Manage People is based on Phase 2 PRIV, CRED, TRUST and BEHAVE requirements that require the management of users/accounts as an asset to assure the appropriate individual has the right access to the right resource.
- c. This CDM capability covers the verification and validation of allowed user privileges, issuance and management of user owned credentials, appropriate user security behavior training, trustworthiness, authenticated permissions, and management of resource access rights granted to users.
- d. These CDM capabilities support the Cybersecurity Framework functions of: identify, protect and detect.

3. Manage “How is the boundary protected?”

- a. Focus: The primary focus of Manage Boundary Protection is to determine “How is the boundary protected?”; that is, to determine the user/system actions and behavior at the physical/logical network boundaries and within the computing infrastructure.
- b. “How is the boundary protected?” is based on Phase 3 BOUND requirements to defend physical and logical network boundaries and identify abnormal behavior (of networks and users) that may identify that an incident has occurred.
- c. This CDM capability covers verification and validation of logical and physical network interfaces to reduce intrusive, malicious, and disruptive attacks; cryptographic mechanisms ensure confidentiality and integrity of data on the network; and methods to identify security incidents.
- d. These CDM capabilities support the Cybersecurity Framework functions of: identify, protect and detect.

4. Manage “What is happening on the network?”

Due to the complexity to manage “What is happening on the network?”; this area is covered by three focus areas:

- Manage Events (MNGEVT)
 - Operate, Monitor and Improve (OMI)
 - Design and Build in Security (DBS)
- a. Manage Events
 - i. Focus: Manage Events is responsible for preparing for events/incidents, gathering appropriate audit data from appropriate sources, identifying incidents through analysis of data, and performing ongoing assessment.
 - ii. Manage Events is based on the Phase 3 MNGEVT requirements to prepare for incidents/events (through processes, policies, and procedures), gather appropriate audit/log data from appropriate sources, and identify events/incidents (network and user abnormal behavior) through the analysis of audit/log data.
 - iii. Manage Events supports the runtime collection of attributes (actual state) and continuous monitoring of the policies related to attributes for Ongoing Assessment (actual state vs. desired state) to enhance current or apply new security and privacy controls and countermeasures. The results of the Ongoing Assessment will be used as inputs to OMI Ongoing Authorization risk assessment process to determine if the level of risk remains acceptable for a given information system to support continued authorization and operation.

- iv. Ongoing Assessment is the continuous process of comparing security related attributes between the Actual State and the Desired State. This comparison is performed by the CDM Policy Decision Point (PDP). The discrepancy between Actual State and Desired state impacts the security posture of the implementation of NIST SP 800-53 controls and countermeasures. The results of the Ongoing Assessment are used to evaluate the changes in risk posture associated with the discrepancy. Ideally, the Ongoing Assessment process is fully automated with the Desired State being encoded in the CDM PDP and the Actual State being measured using CDM sensors.
- v. This CDM capability covers verification and validation of processes, policies, and procedures supporting cybersecurity preparation, audit and log data collection, security analysis of audit/log data, incident reporting to provide forensic evidence of malicious or suspicious behavior, and ongoing assessment.
- vi. To provide a holistic security approach, this capability adheres to the Cybersecurity Framework security functions to identify, protect, detect, respond and recover CDM also supports and can be used in the NIST Risk Management Framework (RMF) to achieve ongoing assessment and authorization.

b. Operate, Monitor and Improve

- i. Focus: Operate, Monitor and Improve is responsible for audit data aggregation, correlation, and analysis, incident prioritization and response, and post-incident activities (e.g., information sharing).
- ii. Operate, Monitor and Improve is based on Phase 3 OMI requirements for audit data aggregation, correlation and analysis, incident prioritization and response, and post incident activities (e.g., information sharing).
- iii. Ongoing Authorization is the continuous evaluation of the change in risk level related to changes in security policies concerning static object attributes (i.e., actual state and desired state) for threat behaviors that impact the security posture. This impact to security is measured by capturing changes in existing safeguards (e.g., NIST SP 800-53 controls and countermeasures) and identification of new component weaknesses and vulnerabilities.
- iv. This CDM capability covers verification and validation of processes/procedures to aggregate, correlate, and analyze audit/log data, to prioritize incidents and associated response actions, to quickly mitigate the impact of an incidents, to take appropriate remediation actions to eliminate the impact (restore normal operations) of the same incident, to support information sharing and collaboration (both internal and external) to minimize or prevent impact of future incidents, and ongoing authorization.
- v. To provide a holistic security approach, this capability adheres to the Cybersecurity Framework security functions to identify, protect, detect, respond

and recover. CDM also supports and can be used in the NIST Risk Management Framework (RMF) to achieve ongoing assessment and authorization.

c. Design and Build in Security

- i. Focus: Design and Build in Security is responsible for preventing exploitable vulnerabilities from being effective in the software/system while in development or deployment. The Design and Build in Security process is focused on identifying, controlling and removing weaknesses/vulnerabilities from the software/system. Exploitable vulnerabilities may include software/system design, coding errors, software/system designs that leave a large and complex attack surface that cannot be defended, and weaknesses that can only be exploited during system/software execution.
- ii. Design and Build in Security is based on the Phase 3 DBS requirements that extend the focus of Phase 1 Software Asset Management and Vulnerability Management to achieve a level of confidence that software is free from vulnerabilities, either intentionally designed into the software or accidentally inserted at any time during its life cycle and that the software functions in the intended manner.
- iii. The U.S. government and critical infrastructure sectors are increasingly dependent on commercial products and systems, which present significant benefits including low cost, interoperability, rapid innovation, a variety of product features, and choice among competing vendors. However, with some of these benefits there is an increase in the risk of a threat event which can directly or indirectly affect the supply chain, which often go undetected, and may result in risks to the acquirer. The purpose of Supply Chain Risk Management (SCRM) is to enable the provisioning of the least vulnerable solutions to agencies, through a robust assessment of supply chain risks, communication about those risks to the agencies, and appropriate response and monitoring of those risks throughout the entire system lifespan.
- iv. This CDM capability covers verification and validation of processes/procedures to prevent and detect software vulnerabilities, to determine the provenance of system components, and to measure software assurance for built and acquired software components.
- v. To provide a holistic security approach, this capability adheres to the Cybersecurity Framework security functions to identify, protect, detect, respond and recover to security infractions due to malicious behavior and unintentional user actions during normal operations.

5. Emerging Tools and Technologies

Focus: Innovative capabilities to cybersecurity not currently encompassed by the other capability areas.

Standards Compliance

Contractors providing offerings through the CDM Tools SIN must provide compliant products and services in accordance with the laws and standards cited herein. Additional laws and standards may be applicable to specific orders and Blanket Purchase Agreements.

Order

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

All delivery or task orders are subject to the terms and conditions of the contract. In the event of conflict between an order and the contract, the contract will take precedence.

Enterprise user license requirements (EULA)/Commercial supplier agreements (CSAs)

The Contractor shall provide all Commercial Supplier Agreements (CSAs) to include End User License Agreements (EULAs) or Terms of Service (ToS) in an editable Microsoft Office (Word) format.

Technical services

A hotline technical support number for the purpose of providing user assistance and guidance in the implementation of any software provided as part of Equipment Maintenance Services or Software Maintenance Services.

PERFORMANCE OF SERVICES ASSOCIATED WITH PRODUCTS

1. The Contractor shall commence performance of Services on the date agreed to by the Contractor and the Ordering Activity.
2. The Contractor agrees to render Services during normal working hours, unless otherwise agreed to by the Contractor and the Ordering Activity.
3. The Ordering Activity should include the criteria for satisfactory completion of each order. Services shall be completed in a good and workmanlike manner.
4. Any Contractor travel required in the performance of the CDM Tools SIN for a specific requirement at the order level must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city

pair contracts. All travel will be agreed upon with the Ordering Activity prior to the Contractor's travel.

Responsibilities of the contractor

1. The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of an order is custom-developed software, FAR 52.227-14 Rights in Data may apply.
2. The Contractor shall comply with contract clause (FAR 52.204-21) for the basic safeguarding of contractor information systems that process, store, or transmit Federal contract information (as defined in the contract clause) received by the Contractor in performance of the contract.

Invoices for services

The Contractor, upon completion of the Services ordered, shall submit invoices. FAR 52.212-4 in the contract contains terms for commercial items. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring Services performed during the preceding month

Description of products, services and pricing

The Contractor shall provide a description of offerings under CDM Tools SIN in the same manner as the Contractor sells to its commercial and Ordering Activity customers. The Contractor shall provide pricing and a description with part numbers for products and the associated services that have been approved as part of the Product Qualification Requirements of the SIN. Any applicable delivery and licensing terms should be included.

Total solution

Labor categories/qualifications are not included in this SIN; however, ordering activities may acquire a total solution to meet a specific requirement for an order or BPA involving multiple Federal Supply Schedule SINs. Contractors report the sales to GSA under the SINs the items are sold. For example, an agency may post an RFQ requesting a total solution anticipating offerings from multiple SINs, such as IT Professional Services 54151S or Highly Adaptive Cybersecurity Services (HACS) 54151HACS along with CDM Tools 541519CDM for products and product associated services.

Terms and conditions applicable to purchase of general-purpose commercial information technology training subcategory, information technology training (special item number 611420)

Glossary of definitions

1. **"Training Materials"** shall mean the manuals, handbooks, texts, handouts, etc. normally provided with course offerings.
2. **"Training Catalog"** shall mean the document setting out a description of the training services and courses offered along with the related policies and procedures in regard to such training.

Scope

1. The Contractor through the Manufacturer shall provide training courses normally available to commercial customers, which will permit Ordering Activity users to make full, efficient use of general-purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
2. The Contractor shall provide training at the Contractor's or Manufacturer's facility and/or at the Ordering Activity's location, as agreed to by the Contractor and the Ordering Activity.

Order

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

Time of delivery

The Contractor or its Manufacturer shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the Ordering Activity.

Cancellation and rescheduling

1. Terms and conditions governing a Manufacturer's cancellation and rescheduling policies are as set forth in the applicable Manufacturer's Training Catalog.
2. The Ordering Activity reserves the right to substitute one student for another up to the first day of class.
3. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the Ordering Activity, Contractor must notify the Ordering Activity at least seventy-two (72) hours before the scheduled training date.

Follow-up support

Follow-up support to training courses is not available under the scope of this schedule contract unless expressly set forth in an applicable Manufacturer's Training Catalog and, in that case, follow-support shall be provided as stated therein.

Price for training

The price that the Ordering Activity will be charged will be the Ordering Activity training price in effect at the time of order placement, or the Ordering Activity price in effect at the time the training course is conducted, whichever is less.

Invoices and payment

Invoices for training shall be submitted by the Contractor after Ordering Activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

Format and content of training

1. The Contractor or its Manufacturer shall provide the Training Materials normally provided with course offerings. Unless stated otherwise in an applicable Manufacturer's Training Catalog, such documentation will become the property of the student upon completion of the training class, provided, however, Contractor and or its Manufacturer shall retain all right, title and interest to the intellectual property rights contained therein (e.g., copyrights) and provided further, however, that such Training Materials shall be considered the Confidential Information of Manufacturer and subject to the non-disclosure provisions set forth above in the terms applicable to SINs 511210 and 54151.
2. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
3. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
4. The Training Catalog shall provide most of the following information for each training course offered:
 - a. The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - b. The length of the course;
 - c. Mandatory and desirable prerequisites for student enrollment;
 - d. The minimum and maximum number of students per class;

- e. The locations where the course is offered;
 - f. Class schedules; and
 - g. Price (per student, per class (if applicable)).
5. For those courses conducted at the Ordering Activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
6. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

4. "No charge" training

"No charge" training is not available under the scope of this schedule contract.

Terms and conditions applicable to purchase of general-purpose commercial information technology electronic commerce subcategory, electronic commerce and subscription services (special item number 54151ECOM)

Glossary of definitions

"Service Provider" shall mean a provider of the Electronic Commerce Services offered to Contractor through a letter of supply to be sold to Ordering Activities under this contract.

"Statement of Work" shall mean the mutually agreed upon document between Contractor and Ordering Activity setting forth the description of services to be performed including milestones, any specifications and evaluation criteria.

Scope

The prices, terms and conditions stated under Special Item Number 54151ECOM Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

The Contractor, through Service Provider, shall provide services at a location, as agreed to by the Contractor and the Ordering Activity.

Performance incentives I-FSS-60 (April 2000)

Performance incentives may be agreed upon between the Contractor and the Ordering Activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

The Ordering Activity must establish a maximum performance incentive price for the services and/or total solutions on individual orders or Blanket Purchase Agreements.

Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, Ordering Activities shall consider establishing incentives where performance is critical to the Ordering Activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

Order

Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made, and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

Performance of services

The Contractor shall commence performance of services on the date agreed to by the Contractor and the Ordering Activity.

The Ordering Activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

Any Contractor travel required in the performance of EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

Stop-work order (FAR 52.242-15) (AUG 1989)

1. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order

during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- a. Cancel the stop-work order; or
 - b. Terminate the work covered by the order as provided in the default; or
 - c. The termination for convenience of the government, clause of this contract
2. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- a. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - b. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
3. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the government, the contracting officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

Inspection of services

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time and Materials and Labor-Hour (MAY 2001) (Deviation – May 2003) clause at FAR 52.246-6 applies to time and materials and labor -hour orders placed under this contract.

Responsibilities of the contractor

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product (i.e., deliverable) of a Statement of Work is custom developed software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

Responsibilities of the ordering activity

Subject to security regulations, the Ordering Activity shall permit Contractor access to all facilities necessary to perform the requisite EC Services.

Independent contractor

All EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the Ordering Activity.

Organizational conflicts of interest

1. An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed Ordering Activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either:
 - a. (i) result in an unfair competitive advantage to the contractor or its affiliates or
 - b. (ii) impair the contractor's or its affiliates' objectivity in performing contract work
2. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Ordering Activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

Invoices

The Contractor, upon completion of the work ordered, shall submit invoices for EC services. Progress payments may be authorized by the Ordering Activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

Payment

1. For firm-fixed price orders the Ordering Activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time and materials orders, the Payments under Time and Materials and Labor Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time and materials orders placed under this contract. For labor hour orders, the Payment under Time and Materials and Labor Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:
 - a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

- b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - i. The offeror;
 - ii. Subcontractors; and/or
 - iii. Divisions, subsidiaries, or affiliates of the offeror under a common control.

Incidental support costs

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the Ordering Activity in accordance with the guidelines set forth in the FAR.

Approval of subcontracts

The Ordering Activity understands that Contractor, as an authorized reseller, will ultimately subcontract or furnish any of the work called for in a task order or Statement of Work through an applicable Service Provider.

Description of electronic commerce (EC) services and pricing

A description of each type of EC Service offered under Special Item Numbers 54151ECOM E-Commerce is set forth in Attachment A. Services and rates should be presented in the same manner as the Contractor sells to its commercial customers and other Ordering Activity customers.

Pricing for all EC Services shall be in accordance with the Contractor's customary commercial practices: e.g., hourly rates, monthly rates, term rates, unit prices and/or fixed prices.

Terms and conditions applicable to purchase of general-purpose commercial information technology telecommunications subcategory, wireless mobility solutions (special item number 517312)

Definition

"Service Provider" shall mean a provider of the Wireless Services offered to Contractor through a letter of supply to be sold to Ordering Activities under this contract.

Acceptance testing

The Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

Equipment

The Contractor shall make available cellular voice and data devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract.

The Contractor shall provide programming of any cellular telephone device, including Contractor-provided and ordering activity-furnished devices, that conforms to the cellular service furnished by the Contractor.

Warranty

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty.

The warranty shall commence upon the later of the following:

1. Activation of the user's service
2. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall use reasonable commercial efforts to complete all warranty services promptly upon notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

Management and operations pricing

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

Training

The Contractor shall provide normal commercial installation, operation, maintenance and engineering interface training on the system at the prices specified in Attachment B.

Monthly reports

In accordance with commercial practices, the Contractor may furnish the Ordering Activity/user with a monthly summary Ordering Activity report.

Wireless service plan

The wireless service plans offered by Contractor hereunder are listed by applicable Service Provider in Attachment A.

USA Commitment to Promote Small Business Participation Procurement Programs

PREAMBLE

(Name of Company) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To ensure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts.

Suggested formats for Blanket Purchase Agreements

Best Value
Blanket Purchase Agreement
Federal Supply Schedule

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity Date

Contractor Date

BPA NUMBER_____

**(CUSTOMER NAME)
Blanket Purchase Agreement**

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- 1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER

*SPECIAL BPA DISCOUNT/PRICE

- 2) Delivery:

DESTINATION

DELIVERY SCHEDULES / DATES

- 3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.
- 4) This BPA does not obligate any funds.
- 5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.
- 6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

- 7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
 - 8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
 - a. Name of Contractor
 - b. Contract Number
 - c. BPA Number
 - d. Model Number or National Stock Number (NSN)
 - e. Purchase Order Number
 - f. Date of Purchase
 - g. Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information) and
 - h. Date of Shipment
 - 9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
 - 10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.
-

Basic Guidelines for Using "Contractor Team Arrangements"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to an ordering activity requirement. These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts. Orders under a Team Arrangement are subject to the terms and conditions of the Federal Supply Schedule Contract. Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors. Customers should refer to FAR 9.6 for specific details on Team Arrangements. Here is a general outline on how it works:

1. The customer identifies their requirements.
2. Federal Supply Schedule Contractors may individually meet the customer's needs, or -
3. Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
4. Customers make a best value selection.

Attachment A

Original Equipment Manufacturer (OEM) supplemental pricelist information and terms

Select the manufacturer to view supplemental pricelist information and terms.

A

[Agent 50](#)

B

[Bivio](#) [bob.ai](#)

C

[Cambium Networks](#) [Canonical](#) [Convergys](#)
[Corellium](#)

D

[Dassault Systemes](#) [Delaero](#)

E

No current suppliers

F

[Firemon](#) [Forescout](#) [Freedom Scientific](#)

G

[Gigamon](#)

H

[Hook Security](#)

I

[Infor](#)

J

No current suppliers

K

[Kaseya](#)

L

LogMeIn

M

MarkLogic	MSC Software
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N

Napatech	Next Earth Solutions
--------------------------	--------------------------------------

O

Oversight

P

Pega	Planview	Pragma
Precisely	PTC	

Q

Qualys

R

RedSeal

S

SecureLogix	Silver Peak
-----------------------------	-----------------------------

T

22 Miles	Thunderhead.com	TPGi
--------------------------	---------------------------------	----------------------

U

UKG	Upland
---------------------	------------------------

V

Verint

W

No current suppliers

XYZ

No current suppliers

EXHIBIT B.2 - KRONOS SPECIFIC TERMS

CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

KRONOS

KRONOS LICENSE, WARRANTY AND SUPPORT TERMS

- A. KRONOS GENERAL TERMS' SALES SOFTWARE (on premise) SUPPORT SERVICES (EXCLUDING webTA and Workforce GovTA), EQUIPMENT AND PROFESSIONAL SERVICES
Exhibit A.1 – EQUIPMENT PURCHASE AND RENTAL TERMS AND CONDITION
Exhibit A.2 - WORKFORCE GOVTA SOFTWARE LICENSE
- B. KRONOS webTA and Workforce GovTA SUPPORT POLICIES AND SERVICES
- C. APPLICATION HOSTING SUPPLEMENTAL TERMS AND CONDITIONS
- D. KRONOS WORKFORCE CENTRAL SAAS TERMS
- E. KRONOS WORKFORCE READY SAAS TERMS (contracted prior to July 2020)
- F. KRONOS PROFESSIONAL AND EDUCATION SERVICES POLICIES
- G. KRONOS SUPPORT SERVICES POLICIES (not applicable to WebTA Support)
- H. KRONOS WORKFORCE TELESTAFF IVR SERVICE
- I. WORKFORCE DIMENSIONS™ TERMS AND CONDITIONS

KRONOS GENERAL COMMERCIAL SALES TERMS

These supplemental terms and conditions apply to accepted order made to Contractor to 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 these terms the following sections apply for the different specific offerings: the terms of section A shall apply to the Software licensed (on premise) and Equipment purchase or rental, support and professional services, Section B shall apply to the Support services of the webTA Software and Workforce GovTA; Section C shall apply to the Hosting Services purchased in relation with certain Software licensed under Section A; Section D shall apply to the Workforce central Saas Orders; Section E shall apply to the Workforce Ready Saas Order; Section G shall applicable to the Software and Equipment support services (except WebTA and Workforce GovTA), Section H shall apply to the Workforce Telestaff IVR order and Section I shall apply to Workforce Dimension Terms and Conditions.

SECTION A KRONOS GENERAL TERMS' SALES SOFTWARE (on premise), SOFTWARE SUPPORT SERVICES, EQUIPMENT AND PROFESSIONAL SERVICES

1. 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 Ordering Activity pays for a copy of the Software constitutes a license fee that entitles Ordering Activity to use the Software as set forth below. Contractor grants to Ordering Activity a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. Ordering Activity shall not use the Software if it is in breach of the terms of this Section A. Upon termination of this license Ordering Activity 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 Ordering Activity's possession or control. This license is subject to all of the terms of this Section A of this Attachment A. Specific license terms and conditions applicable to the Workforce GovTA Software are set forth in Exhibit A.2 of this Section A.

2. FEE BASED LIMITATIONS

Ordering Activity recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Ordering Activity. 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. Ordering Activity 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 Ordering Activity's own business. Ordering Activity 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 Ordering Activity pays the applicable fee for such increase/upgrade. Ordering Activity may not relicense or sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Ordering Activity may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of Kronos.

3. OBJECT CODE ONLY

Ordering Activity 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 A of this Attachment A. Ordering Activity 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.

4. PERMITTED COPIES

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

5. 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.

6. LIMITED WARRANTY

Contractor warrants that all Kronos 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, Ordering Activity's remedy shall be Kronos' repair or replacement of the deficient Software media, at Kronos' option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the Specifications. This warranty is extended to Ordering Activity only and shall not apply to any Software media in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, , unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Ordering Activity 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, Ordering Activity is responsible for ensuring that Ordering Activity complies with requirements of federal and state law where applicable. If Ordering Activity is licensing Workforce Payroll Software or Workforce Absence Management Software: (i) Ordering Activity 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 Ordering Activity of any professional obligation concerning the preparation and review of such reports and documents, (iii) Ordering Activity 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) Ordering Activity will review any calculations made by using such Software and satisfy itself that those calculations are correct.

7. 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 at established fixed hourly prices labor rates and described in a statement of work.

(b) WARRANTY

Contractor warrants that all professional and educational services performed under this Section A of this Attachment A shall be performed in a professional and competent manner. In the event that Contractor breaches this warranty, and Ordering Activity so notifies Kronos through Contractor within 30 days of receipt of invoice for the applicable services, the Ordering Activity's remedy and Contractor's 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 Ordering Activity.

(c) KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES

Kronos' Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable SOW and are in Section F of this Attachment A. In the event of a conflict between the Professional Services Policies and this Section A of this Attachment A, the terms of this Section A of this Attachment shall prevail.

8. SOFTWARE SUPPORT SERVICES

(a) SUPPORT OPTIONS

Ordering Activity 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). Ordering Activity must purchase the same Service Type for all of the Software specified on the Order Form, (however, if Ordering Activity is purchasing support services for Visionware Software, Ordering Activity may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access.

(b) 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. Renewal of support will be agreed by the issuance of a new order and Contractor accepting such order.

(c) GOLD SERVICE OFFERINGS

Ordering Activity shall be entitled to receive:

(i) Updates for the Software (not including any Software for which Contractor charges a separate license fee), provided that Ordering Activity's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Contractor through Kronos. If Ordering Activity requests Contractor through Kronos to install such Updates or to provide retraining, Ordering Activity shall issue a new purchase order to Contractor for such installation or retraining at Contractor's then-current GSA prices.

(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, Ordering Activity 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 Contractor through Kronos such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

(d) 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, Ordering Activities 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 Ordering Activities purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts. Upon request, Ordering Activity may designate additional and/or backup Technical Contacts. Ordering Activity is required to place all primary Technical Contacts through Kronos product training for the Software covered under this Section A of this Attachment A at Ordering Activity's expense under a separate order.

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

(e) ADDITION OF SOFTWARE

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

(f) RESPONSIBILITIES OF ORDERING ACTIVITY

Ordering Activity 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 Ordering Activity's reported Software problem. If Ordering Activity requires the use of a specific remote access technology not specified by Kronos, then Ordering Activity 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.

(g) WARRANTY

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

9. KRONOS SUPPORT SERVICE POLICIES

Kronos' Support Services Policies shall apply to all Support Services purchased and may be accessed in Sections B for the WebTa Software support services and Section G for the other products of this Attachment A. In the event of a conflict between the Support Policies and this Section A of this Attachment A, the terms of this Section A of this Attachment A shall prevail.

10. EXPORT

Ordering Activity 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. Ordering Activity agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Ordering Activity. Ordering Activity's obligations hereunder shall survive the termination or expiration of the Order Form. Ordering Activity must obtain Kronos through Contractor prior written consent before exporting the Software.

11. FIRMWARE

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

12. TRAINING POINTS

Training Points which are purchased by Ordering Activity 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 Ordering Activity. Training Points may not be exchanged for other Kronos products and/or services.

13. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:

The parties hereby agree that the following terms shall apply to Ordering Activity'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 Ordering Activity's Software Support, and shall renew for additional one (1) year terms provided Ordering Activity renews its KnowledgePass Education Subscription as provided below.

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

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

14. CONFIDENTIAL INFORMATION

Among other information that may be Confidential Information, the Ordering Activity hereby agree that the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information and trade secrets.

15. GENERAL

(a) Ordering Activity shall not assign, transfer or sublicense the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.

(b) Ordering Activity 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, Ordering Activity is not entitled to any products or product enhancements other than those contained on the Order Form. Ordering Activity 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 Section A of this Attachment.

(c) Use, duplication, or disclosure by the United States Government is of the Software, Documentation and any other type of technical data provided hereunder are commercial in nature and developed at private expense. The Software is licensed as Commercial Computer Software and 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 the provision of the GSA Schedule contract, as applicable. Manufacturer/distributor is Kronos Incorporated, 297 Billerica Road, Chelmsford, MA. The Software, Documentation and any other technical data provided hereunder is commercial in nature and developed solely at private expense. The Software is delivered as "Commercial Computer Software" as defined in DFARS 252.227-7014 (June 1995) or as a "Commercial Item" as defined in FAR 2.101(a) and as such is provided with only such rights as are provided in Manufacturer's standard commercial license for the Software. Technical data is provided with limited rights only as provided in DFAR 252.227-7015 (Nov. 1995) or FAR 52.227-14 (June 1987), whichever is applicable. Contractor grants Ordering Activity only those utilization rights (and reserves the same utilization limitations) as specified in this Attachment A.

Exhibit A.1 – EQUIPMENT PURCHASE, RENTAL AND SUPPORT

The following terms and conditions supplement the terms and conditions of A and govern the purchase and sale, or rental of, Equipment and the related support services, as applicable. Rental of Equipment is only available with the software as a service offerings such as those outlined in Section D and I.

1. Purchase and Sale of Equipment

When indicated on the applicable Order Form as Purchased Equipment, Contractor through Kronos sells to Ordering Activity the Equipment listed on that Order Form for the price stated on that Order Form in accordance with the GSA Schedule Pricelist. Payment and delivery terms are as stated on the Order Form. Contractor will invoice Ordering Activity for purchased Equipment upon shipment of the Equipment.

2. Equipment Rentals (only available with Software as a Service offerings)

The following terms apply only to Equipment Ordering Activity rents from Contractor when indicated on the applicable Order Form as Rental Equipment:

2.1 Rental Term and Warranty. The term of the Equipment rental and the warranty for such Equipment shall run coterminously with the Term of the Service.

2.2 Insurance. Ordering Activity 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 during the Term. No loss, theft or damage after shipment of the Equipment to Ordering Activity shall relieve Ordering Activity from Ordering Activity's obligations hereunder.

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

2.4 Ownership. All Equipment shall remain the property of Contractor through 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. Ordering Activity shall not sell or otherwise encumber the Equipment. Ordering Activity shall furnish any assurances, written or otherwise, reasonably requested by Contractor to give full effect to the intent of terms of this paragraph.

2.5 Equipment Support. Contractor shall provide to Ordering Activity the Depot Exchange Equipment Support Services described below, the Fees for which are included in the Rental Fees for the Equipment.

2.6 Return of Equipment. Upon termination or expiration of the Rental Period for the Equipment or upon termination or expiration of the Order Form, for any reason, Ordering Activity shall return at its expense, within thirty (30) days of the effective date of termination, the Equipment. Equipment will be returned to Contractor in the same condition as and when received, reasonable wear and tear excepted.

3. Warranty

Contractor warrants that all Kronos Equipment 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, Ordering Activity's exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the Documentation. This warranty is extended to Ordering Activity 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 Contractor components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- b. failure of Ordering Activity to provide and maintain a suitable installation environment, as specified in the Documentation; or
- c. malfunctions resulting from the use of badges or supplies not approved by Kronos.

4. Firmware

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

5. Export

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

6. Equipment with Finger Scan Sensor Technology.

The following terms apply only to any Equipment with finger scan sensor technology purchased by Ordering Activity from Kronos or a Kronos reseller ("Finger Scan Equipment"):

- (a) To the extent that any biometric privacy laws may apply to Ordering Activity's use of the Finger Scan Equipment, Ordering Activity warrants that they will comply with any such laws prior to commencing use of the Finger Scan Equipment and will remain in compliance at all times. Ordering Activity further warrants that, if required by law, prior to such use it will (i) obtain signed releases from employees consenting to the use of the Finger Scan Equipment for employee timekeeping purposes and (ii) issue policies made available to their employees and the public regarding its retention and destruction of the Finger Scan data. Ordering Activity further warrants that it will ensure that any

releases, consents, or policies, as required by applicable law, will by their terms expressly apply to Contractor, Kronos and its authorized subcontractors.

(b) Ordering Activity agrees to be responsible for any penalties or fines, or other liabilities resulting from to Ordering Activity's breach of any of the foregoing warranties in Section 6 (a) above.

7. Equipment Support

Contractor and Ordering Activity hereby agree that Contractor through Kronos shall provide Equipment Support Services for Ordering Activity's Kronos Equipment (referred to below as "Product(s)") if such Equipment Support Services are specified on an Order Form to and from locations within the United States and Puerto Rico.

7.1 Term

Equipment Support Services have a term of one (1) year commencing upon the expiration of the applicable warranty set forth in Section 3 of this Section I. Equipment Support Services can be extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), if agreed upon by the issuance of a new order and Contractor accepting such order.

7.2 Payment

Ordering Activity agrees that all Products of the same type that are owned by the Ordering Activity, including without limitation Ordering Activity's "Spare Products" (as defined below), must be covered by the Equipment Support Services. Ordering Activity agrees that if Ordering Activity purchases, during the term of the Equipment Support Services, any Products of the same type as those covered by Ordering Activity under Equipment Support Services, such additional Products must be covered by the Equipment Support Services.

7.3 Depot Support Service

7.3.1 Upon the failure of an installed Product, Ordering Activity shall notify Contractor through Kronos of such failure and Kronos will provide remote support in an attempt to resolve the problem. Those failures determined by Kronos to be Product related shall be dispatched to a Kronos Depot Repair Center, and Ordering Activity will be provided with a Return Material Authorization Number (RMA) for the failed Product if Ordering Activity is to return the failed Product to Kronos, as reasonably determined by Kronos. Ordering Activity must return the failed Product with the supplied RMA number. Return and repair procedures for failed Product shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Ordering Activity on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies which may be found herein under Section G of Attachment A.

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

7.3.3 Depot Repair: It is Ordering Activity's obligation to purchase and retain, at Ordering Activity's location and at Ordering Activity's sole risk and expense, a sufficient number of spare products ("Spare Products") to allow Ordering Activity to replace failed Products at all Ordering Activity locations. Upon failure of an installed Product, Ordering Activity shall install a Spare Product to replace the failed Product. Ordering Activity shall also specify the address to which the repaired Product should be return shipped. Ordering Activity shall then return the failed Product, with the required RMA, to the applicable Kronos Depot Repair Center. Upon receipt of the failed Product, Kronos shall repair the failed Product and ship it, within ten (10) business days after receipt, to Ordering Activity. Kronos shall ship the repaired Product by regular surface transportation to Ordering Activity.

7.3.4 Device Software Updates Only: Ordering Activity shall be entitled to receive:

- (a) Service packs for the Product (which may contain system software updates, firmware updates, security updates, and feature enhancements) available for download at Kronos' customer portal; and
- (b) Access to the Kronos Support Services Center for the logging of requests for assistance downloading service packs for the Products.

Service packs for the Products are not installed by the Kronos Depot Repair Center but are available for download at Kronos' customer portal, provided Ordering Activity is maintaining the Products under an annual Equipment Support Services plan with Kronos.

Contractor warrants that all service packs and firmware updates provided under this Exhibit A.1 shall materially perform in accordance with the Kronos published specifications for a period of ninety (90) days after download by Ordering Activity. In the event of a breach of this warranty, Ordering Activity's exclusive remedy shall be Contractor's repair or replacement of the deficient service pack(s) or firmware update(s), at Contractor's option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the specifications.

7.4 Responsibilities of Ordering Activity

Ordering Activity 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 Ordering Activity. In addition, Ordering Activity 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. Ordering Activity may only return the specific Product authorized by Kronos when issuing the RMA.

7.5 Support Exclusions

7.5.1 Depot Support Service does not include the replacement of "consumables". In addition, Depot Support Service does not include the repair of damages, and Ordering Activity 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) Ordering Activity'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) Ordering Activity'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) Ordering Activity'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) Ordering Activity's repair, attempted repair or modification of the Products.

7.5.2 Professional Services provided by Contractor through Kronos in connection with the installation of any software or firmware upgrades, if available, and if requested by Ordering Activity, are not covered by Equipment 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 Ordering Activity is maintaining the Product under an annual Equipment Support Services plan with Kronos.

7.6 Warranty

Contractor warrants that all repairs performed under this Exhibit A.1 shall be performed in a professional and competent manner. ALL OTHER WARRANTIES FOR THE EQUIPMENT SUPPORT SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND MERCHANTABILITY, ARE EXCLUDED BY AGREEMENT OF THE PARTIES.

7.7 Limitation of Remedies

To the extent permitted by law, the remedy of Ordering Activity and liability of Contractor shall be replacement of the repaired Product.

EXHIBIT A.2 WORKFORCE GOVTA SOFTWARE LICENSE

Ordering Activity and Contractor agree that the terms and conditions set forth below shall apply to the Contractor through Kronos supply of the commercially available version of the Workforce GovTA Software license and support services specified on an Order Form signed by Ordering Activity (the "Order Form"). The Software described on the Order Form shall be delivered by electronic delivery to Ordering Activity

Contractor and Ordering Activity hereby agree that these terms and conditions of this Exhibit A.2 of Section A of the Attachment A apply for all order forms for the services Workforce GovTA. These terms are effective as of the date of the Order Form is accepted by the Contractor ("Effective Date").

1. DEFINITIONS

"Software" means those Workforce GovTA set forth on an Order Form which are licensed to Ordering Activity to use under the terms of this Exhibit A.2.

"Billing Start Date" means the date the billing of the Service Fees commences as indicated on the applicable Order Form. The Billing Start Date of the Service Fees for any Software license and support ordered by Ordering Activity after the date of this Exhibit A.2 which are incremental to Ordering Activity's then-existing Software license and support services shall be the date the applicable Order Form is executed by Contractor and Ordering Activity.

“Documentation” means technical publications published solely to its Customers by Contractor relating to the use of the Services or Applications.

“Initial Term” means the initial term of the Software license and support services as indicated on the Order Form.

“Order Form” means an order form mutually agreed upon by Contractor and Ordering Activity setting forth the items ordered by Ordering Activity and to be provided by Contractor and the fees to be paid by Ordering Activity.

“Renewal Term” means one year or such other renewal term of the Software license and support services as indicated on the Order Form.

“Service Fee(s)” means the recurring fees described in an Order Form in accordance with the GSA Schedule Pricelist. Service Fees include fees for usage of the Software license and support services as applicable. Billing of the Service Fee(s) commences on the Billing Start Date.

“Support services” mean the support services to the Software and which are more fully described in Section B of this Attachment A.

“Term” means the Initial Term and any Renewal Terms thereafter.

2. TERM

2.1 The license of the Software commences upon delivery of the license. The Term of Software license and support services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated by Ordering Activity in accordance with the provisions hereof or applicable laws and regulations. At the expiration of the Initial Term and each Renewal Term as applicable, the Software license and Support services may renew for additional Renewal Terms by Ordering Activity issuing an Order Form.

2.2 If the Order Form is terminated for any reason:

(a) Ordering Activity shall pay Contractor within thirty (30) days of such termination, all fees accrued for the Software license and Support services prior to the effective date of such termination, provided however, if Ordering Activity terminates for material breach of the Section A by Contract, Contractor shall refund Ordering Activity any pre-paid fees for Software license and Support services, and Implementation Services not delivered by Contractor;

(b) Ordering Activity's right to use the Software shall be revoked and be of no further force or effect;

(c) Ordering Activity agrees to timely return all Contractor-provided materials related to the Software to Contractor at Ordering Activity's expense or, alternatively, destroy such materials (including the copies of the Software) and provide Contractor with an officer's certification of the destruction thereof; and

(d) All provisions in the Exhibit A.2 of this Attachment A, which by their nature are intended to survive termination, shall so survive for the purposes of that Order Form being terminated.

3. FEES AND PAYMENT

3.1 Ordering Activity shall pay Contractor the Service Fees and such other Contractor offerings, all as set forth on the Order Form in accordance with the GSA Schedule Pricelist. The Service Fees will be invoiced on the frequency set forth on the Order Form (“Billing Frequency”). Except as otherwise set forth on the Order Form, all other Contractor offerings will be invoiced upon execution of the applicable Order Form by Contractor and Ordering Activity. All payments shall be sent to the attention of Contractor as specified on the invoice. Except as expressly set forth in this Exhibit A.2, all amounts paid to Contractor are non-refundable.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Exhibit A.2 of Section A of the Attachment A and the Order Form, Contractor hereby grants Ordering Activity a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation; b) training materials; and, c) any embedded third party software, libraries, or other components, which form a part of the Software. The Software contain proprietary trade secret technology of Contractor and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Ordering Activity may use the Software in object code only and shall not reverse compile, disassemble or otherwise convert the Software or other software comprising the Software into uncompiled or unassembled code. Ordering Activity 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 Software.

4.2 Ordering Activity acknowledges and agrees that the right to use the Software is limited based upon the amount of the Service Fees paid by Ordering Activity. Ordering Activity agrees to use only the modules and/or features for the number of employees and users as described on the Order Form. Ordering Activity agrees not to use

any other modules or features nor increase the number of employees and users unless Ordering Activity pays for such additional modules, features, employees or users, as the case may be. Ordering Activity may not license, relicense or sublicense the Software, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Ordering Activity may not provide service bureau or other data processing services that make use of the Software 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 Contractor' licensors or Suppliers, is granted hereunder.

- 4.3 Ordering Activity may authorize its third party contractors and consultants to access the Software through Ordering Activity's administrative access privileges on an as needed basis, provided Ordering Activity: a) abides by its obligations to protect confidential information; b) remains responsible for all such third party usage and compliance with the Exhibit A.2 of this Attachment A; and c) does not provide such access to a competitor of Kronos who provides workforce management services.
- 4.4 Ordering Activity acknowledges and agrees that, Kronos retains ownership of all right, title and interest to the Software, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein, Ordering Activity shall not obtain or claim any rights in or ownership interest to the Software or any associated intellectual property rights in any of the foregoing. Ordering Activity agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Ordering Activity through the Software.
- 4.5 When using and applying the information generated by the Software, Ordering Activity is responsible for ensuring that Ordering Activity complies with applicable laws and regulations.

5. SUPPORT SERVICES

Ordering Activity shall provide the Support Services at the Gold level as described in Section B of this Attachment A.

6. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

6.1 Contractor represents and warrants to Ordering Activity that the Software, 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.

6.2 Contractor's obligation and Ordering Activity's remedy for any breach of the foregoing warranty is limited to Contractor's reasonable commercial efforts to correct the non-conforming Software at no additional charge to Ordering Activity. In the event that Contractor is unable to correct material deficiencies in the Software, after using Contractor's commercially reasonable efforts to do so, Ordering Activity shall be entitled to terminate the then remaining Term of the Order Form under Exhibit A.2 of Section A of this Attachment A as Ordering Activity's remedy. Contractor' obligations hereunder for breach of warranty are conditioned upon Ordering Activity notifying Contractor of the material breach in writing, and providing Contractor with sufficient evidence of such non-conformity to enable Contractor to reproduce or verify the same.

EXCEPT AS PROVIDED FOR IN THIS SECTION 6, CONTRACTOR 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, CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

7. LIMITATION OF LIABILITY

7.1 EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION D OF ATTACHMENT A, 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.

7.2 THE TOTAL AGGREGATE LIABILITY OF CONTRACTOR OR CONTRACTOR' SUPPLIERS TO ORDERING ACTIVITY AND/OR ANY THIRD PARTY IN CONNECTION WITH THE SECTION D SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY ORDERING ACTIVITY, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY CONTRACTOR FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.

7.3 IN NO EVENT SHALL CONTRACTOR OR CONTRACTOR' SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO ORDERING ACTIVITY OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE SECTION D, 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 OR OTHERWISE, AND REGARDLESS OF WHETHER CONTRACTOR OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM KRONOS' NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

8. CONFIDENTIAL INFORMATION

- 8.1 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. Kronos recognizes that courts of competent jurisdiction may require release of confidential information and that Federal Agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires information that does not fall under certain exceptions to be released despite being marked as "confidential" by Kronos. If a request for is made under the Freedom of Information Act is made, the parties agree to cooperate so that confidential information which is covered by the exceptions will be maintained confidential.

9. GENERAL

- 9.1 Ordering Activity shall not assign the rights to use the Software license and support services without the prior written consent of Contractor through Kronos and any purported assignment, without such consent, shall be void.
- 9.2 Ordering Activity understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Ordering Activity is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Ordering Activity has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing an order which is governed by Section D of this Attachment A.

SECTION B KRONOS webTA and Workforce GovTA SUPPORT POLICIES AND SERVICES

1. General Information

- The current Gold Support standard policies and maintenance services for the Kronos webTA and Workforce GovTA families of products are listed below unless the Ordering Activity has different agreements in their existing contracts governing their maintenance support services. In the absence of a specific maintenance support services contract between Kronos and the client the maintenance support services listed in this document prevail.
- With respect to Kronos' separate product line of Workforce Central Software products and equipment, the standard policies and maintenance services can be found in Section G of this Attachment A
- Kronos webTA and Workforce GovTA customers are only eligible to receive Gold Support. Kronos Gold Plus, Platinum and Plus Programs are not available under webTA or Workforce GovTA support and maintenance agreements.
- Kronos Gold Support does NOT include or provide non-business hours support in any form (see "Gold Support Coverage Period" section below for specifics). Should a client request non-business hours support then a client specific support contract and funding mechanism (p.o.) must be in place in advance of the support requested by the Client. Kronos cannot guarantee or commit that it will have personnel available to provide non-business hours support, even if a Client specific contract and funding mechanism is in place, without 3 business day prior notice of the support requested and confirmation from the Client contracting officer that a p.o. is in place to pay for non-business hours billed by Kronos. If Kronos agrees with Client specific contract to provide non-business hours support then the client specific non-business hours support contract will include at a minimum that Kronos will consider all non-business hours requests as on-call requests and will bill the Client for all on-call hours for all Kronos personnel involved.

2. *Product Coverage*

Ordering Activities must purchase the same software support service type for all Kronos webTA and Workforce GovTA software products for each installation. The Kronos webTA and Workforce GovTA families of products are commercially available. The Supported Product List for the Kronos webTA and Workforce GovTA families of products is as follows:

Kronos webTA Products v3 (legacy) End of Engineering Support is 3/31/21:

- Kronos webTA – time, attendance & leave management
- Kronos webLM –project tracking & costing
- Kronos webTA Services – interoperability, interfacing, SOA, API
- Kronos webTA Report Server V3 only– web based reporting server
- Kronos webTA Reports V3 only– web based webTA reporting
- Kronos webTA Reports V4 only– web based webTA reporting
- Kronos webTA Smart-time – required for time in/time out time, suggestion based attendance & leave
- Kronos webTA Guide – service enabled on line training module (available for capacity add only, existing installations)

Kronos webTA Products v4 (legacy) (available for capacity add only, existing installations):

- Kronos webTA – time, attendance & leave management
- Kronos webLM –project tracking & costing
- Kronos webTA Services – interoperability, interfacing, SOA, API
- Kronos webTA Reports V4 only– web based webTA reporting
- Kronos webTA Smart-time – required for time in/time out time, suggestion based attendance & leave
- Kronos webTA Guide – service enabled on line training module

Kronos webTA Products v5:

- Kronos webTA V5 – time, attendance, and leave management
- Kronos webTA Smart-time V5 – required for time in/time out, suggestion base attendance & leave
- Kronos webLM V5– project tracking & costing
- Kronos webTA Web Services V5 – interoperability, interfacing, SOA, API
- Kronos webTA Reports V5 – web based webTA reporting

Kronos Workforce GovTA Term License Products v1:

- Kronos Workforce GovTA time and attendance Hourly V1 single user license- PEPY
- Kronos Workforce GovTA minutes entry module V1-PEPY
- Kronos Workforce GovTA projects module V1-PEPY
- Kronos Workforce GovTA services module V1-Per Server Per Year
- Kronos Workforce GovTA reports module V1-PEPY

Kronos webTA and Workforce GovTA

Contractor through Kronos only provides maintenance service support for the current version and release of the Kronos webTA and Workforce GovTA (for example, v1) and the immediate prior supported versions and releases (for example, v5) of the Software. Resolution of an issue may require that an Ordering Activity upgrade to the current release or version of the Software.

Kronos defines Version, Service Pack, and Patch as follows –

- **Version:** A software product upgrade that includes major new features or functionality.
- **Service Pack:** A software product upgrade that includes minor new features or functionality as well as defect repairs, bundled into a single update. Service Packs are cumulative - Service Pack "N" will, at minimum, include all of the changes delivered in Service Pack N-1.
- **Patch:** a defect repair for a Blocker Priority issue, delivered in advance of the next Service Pack. *Note: the software product hierarchy is: Version, Service Pack, Patch*

Note: Kronos reserves the right to make any changes it deems necessary for bug fixes or core features at their sole discretion. If a customer is receiving a service pack or patch, Kronos will determine the content, considering the customers' inputs, but the final scope will be determined by Kronos alone.

3. *Support Exclusions*

Kronos Gold Support service does not include service to the Software resulting from, or associated with any of the following. Kronos will consider any request for any work associated with any aspect of the following out of scope for this agreement and therefore treated as a professional services engagement to diagnose and address subject to the Contractor's current Kronos Professional Service GSA rates. Kronos requires written acknowledgement from Ordering Activity's authorized representative before commencing troubleshooting efforts.

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

1. Any cause external to the Software including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God; or
2. Ordering Activity's failure to continually provide a suitable installation environment as specified in Kronos' specifications; or
3. Ordering Activity's improper use, management or supervision of the Software or other failure to use the Software in accordance with Kronos' specifications; or
4. Ordering Activity's repair, attempted repair or modification of the Software without prior authorization from Kronos; or
5. Ordering Activity's use of the Software for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos or intended use; or
6. Ordering Activity's computer or operating system malfunctions; or
7. Services required for application programs and/or conversions from products or software not supplied by Kronos, including all middleware, authentication tools, security tools, and database changes and configurations; or
8. If a client alters the database in any manner on their own without partnering with Kronos then the maintenance support and warranties are no longer valid; or
9. Re-programming, including reconfiguration of the Software or any work on Ordering Activity's database.
10. Kronos will support or implement Software under the currently supported releases of 3rd party vendor infrastructure products (database, operating, and application software) only; or
11. Code developed by the customer, or by any consultant or contractor, which is not authorized by Kronos.

In addition to the Support exclusions above the following Services are NOT covered by your Kronos Support Service Agreement and are subject to the Contractor's current Kronos Professional Service GSA rates.

1. Configuration Changes, Reprogramming, New Programming such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Profiles, pay plans, transaction codes, work schedules, accounting structures, workflows, role definitions, scripts, and interfaces. Creating New Business Rules
 - a. Terminal Programming and Cold Start
 - b. Pay Period Changes
2. IT related maintenance or external system configurations, analysis, and troubleshooting
 - a. Unsupported Operating System, Database, or Software
 - b. Database Software upgrades or troubleshooting
 - c. Middleware upgrades or troubleshooting
 - d. Performance related issues caused by non application events
 - e. SSO Requirements or support
 - f. Load Balancing configuration or support
 - g. Monitor/management tools
 - h. Internet security consulting/firewall integration or POAM support and remediation
 - i. API/XML consulting
 - j. Web Services consulting
 - k. IT process review (backup, refresh, etc.)
 - l. VMWare (Virtual Machine)
 - m. All hardware (other than Kronos hardware)
3. Programming, modifying, implementing, training or troubleshooting the following:
 - a. Data integration interfaces
 - b. Custom Reports
 - c. Custom Application extensions
 - d. Creating SQL queries
 - e. Modifying SQL queries created by Kronos or Ordering Activity
 - f. Migrating SQL queries prior versions
4. Editing templates and creating new templates
5. Installing or reinstalling Applications such as, but not limited to:
 - a. Adding a workstation
 - b. Moving the Kronos application
 - c. Reinstalling following a hard drive crash
 - d. System Restoration after hardware failure
 - e. Virus Protection and Spyware
6. Database Administration Maintenance or Services such as, but not limited to:
 - a. Database maintenance scripts
 - b. Writing or customizing database scripts for data reporting and/or retrieval
 - c. Performance Tuning
 - d. Sizing
 - e. Load balancing

- f. Data warehouse, data mart, cloud computing, data mashing consulting
 - g. Disaster Recovery (other catastrophic failure)
 - h. Database backup strategy and/or setup
 - i. Troubleshooting or error remediation
7. Establishing or maintaining a Non-Production Environment such as, but not limited to:
 - a. Test environments, i.e., application servers, database servers
 - b. Demonstration environment
 - c. Training environment
 - d. Stage environments
 - e. Disaster recovery environments
 8. Troubleshooting Environmental Issues such as, but not limited to:
 - a. Operating System
 - b. Network Issues
 - c. Load Balancing
 - d. Firewalls
 - e. Servers
 - f. Workstations
 - g. Alternate sign on processes, such as single sign on or e-Authentication
 9. Custom Reports or Custom Application Extensions
 10. Implementation or configuration services related to upgrading product such as, but not limited to:
 - a. Software implementation
 - b. Porting custom software (i.e., reports)
 - c. Change management
 - d. Training
 - e. New functionality deployment
 - f. Application interfaces
 11. Service to Kronos modified software is not provided, unless otherwise specified on the applicable Statement of Work and Purchase Order for such modified software.
 12. Importing new data or developing additional interfaces
 13. Load balancing configuration
 14. Virtual server configuration
 15. Regulatory, union, agency specific requirements, or executive order requested changes
 16. Security issues specific to the customers' environment that are outside of the application

4. *Support Discontinuance - End of Service Life*

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

Contractor through Kronos would no longer provide any type of support for the discontinued Software - no calls accepted, and no patches, bug fixes or changes in any form will occur no matter the Ordering Activity issue. The Ordering Activity is eligible to receive the next version or release of the Software as long as they are current on their maintenance support services payment and their current Software is not yet discontinued.

If the customers current Software has been discontinued and the client is current on their maintenance, but the Ordering Activity has not upgraded to the new version or release by the date of discontinuance of support, then the client will have to purchase new licenses of the Software. Kronos would provide a credit toward the purchase new licenses by the unused portion of their maintenance payment.

If the Ordering Activity does not remain current on their maintenance support services before the discontinuance of support, then they will not receive the next version or release of the Software until they reinstate their licenses of the Software. The client must become current on their maintenance and upgrade to the new version or release before the discontinuance of support date to avoid having to purchase new licenses of the Software.

If the Ordering Activity did not remain current on their maintenance support services and did not become current on their maintenance supports services before the discontinuance of support, then they will not receive the next version or release of the Software until they purchase new licenses of the Software.

All Professional Services required to perform Software upgrades will be billable engagements at the then current GSA rates.

5. *Reinstatement of Support Services*

In the event that Ordering Activity allows Software or Equipment support services to lapse or if Ordering Activity did not originally purchase Software or Equipment support services and wishes to reinstate or procure such services, Ordering Activity must pay the GSA price for the Support service for such lapsed or un-procured time period, plus the current support fee for the support option being purchased by Ordering Activity.

6. *Gold Support Service Coverage Period*

Contractor through Kronos provides maintenance support services to their customers during regular business hours. Regular business hours are defined as weekdays, Monday through Friday, between 9 a.m. and 5 p.m. Eastern Time, except on Kronos holidays and Federal holidays.

Contractor through Kronos will provide on-call Tier 2 and Tier 3 help desk support to diagnose and correct Kronos webTA or

Kronos Workforce GovTA system problems and bug fixes to the initial configured as tested, accepted, and deployed baseline release. The primary means of support is a 24-hour web interface to an electronic case management system. Support requests can be submitted at <https://community.kronos.com> or by calling our toll-free number, 800-394-4357. Support requests are forwarded to the appropriate support staff. Any requests submitted by phone will also be entered into the Kronos tracking system and managed via that system until the issue is resolved. As Kronos works to resolve issues submitted either by phone or entered directly into tracking system, all subsequent updates and statuses, reported by both the client and Kronos, will be posted and managed through the Kronos tracking system only.

A client must identify 1 or more individuals as designated webTA Administrators to fulfill that role as identified in the webTA software. A client must document these individuals by name & contact information. The trained Administrators are the only authorized individuals to enter tickets into the Kronos tracking system, unless otherwise agreed upon and documented by the client and Kronos. Kronos support personnel will work with the client's Administrators to assure that the client has thoroughly researched an issue on the client's end so that the client Administrators can verify & document that it is truly a Kronos issue that requires resolution.

7. *Priority Based Support*

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

1. High Priority: These items are further defined as a critical outage. A critical Ordering Activity issue with no available workaround where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the Ordering Activity not being able to process their payroll such as:
 - a. Production is down and unable to sign-off Time Cards
 - b. Crashes of the system
 - c. Loss of data
 - d. Severe memory leak
 - e. No workaround is available
2. Medium Priority: This is a serious Ordering Activity issue which impacts ability to utilize the product effectively such as:
 - a. Intermittent or inconsistent functionality results or data accuracy
 - b. System performance is inconsistent or fluctuates
 - c. A workaround is available.
3. Low Priority: Non-critical problems are generally Use and Usability issues and or "how to" questions such as:
 - a. Data display inaccuracies or inconsistencies
 - b. How do I set up a holiday pay rule?
 - c. How do I run a report?
 - d. Misspells
 - e. Misaligned text
 - f. Other cosmetic problems

8. *Response Time*

Response time shall mean from the time the case priority is set by Kronos' Federal Support Center until a Kronos support representative contacts the Ordering Activity, either by phone or via the Kronos tracking system during regular business hours, to begin service. Kronos utilizes a priority based support focus. Customers will be serviced during regular business hours in accordance with the following guidelines:

High Priority – 2 hours

Medium Priority – 4 hours

Low Priority – 8 hours

All response times are business hours.

9. *Critical Outages*

Kronos Federal Support will provide continuous effort on all high priority critical outage events through either bug identification, the development of a workaround or problem resolution. *On-going continuous effort may also be*

dependent on the Ordering Activity's ability to provide a resource to work with the Kronos Federal Support engineer during this period. Support outside the scope of the services agreement is billable at the applicable GSA rates and will require a separate order. If the critical outage is the result of or related to any factor listed in the Support Exclusions section of this agreement, then they are considered outside the scope of the services agreement and will require a separate order.

SECTION C APPLICATION HOSTING ADDENDUM SUPPLEMENTAL TERMS AND CONDITIONS

All references to Kronos in these Terms and Conditions should be read as "Contractor (immixTechnology, Inc.), acting by and through its supplier, Kronos Incorporated."

This Application Hosting Addendum of Supplemental Terms and Conditions (the "Addendum") applicable for hosting services ordered by the Ordering Activity for Kronos Software licensed under Section A of this Attachment A.

1. 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 Managed Services SOW, by means of access to the password protected Ordering Activity area of the Kronos hosting environment, and (ii) all Hosting Related Services.

"Content" means all content Ordering Activity, or others acting on behalf of or through Ordering Activity, 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 Ordering Activity 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

"Managed 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 managed services and maintenance services related to hosting.

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

"Internal Use" means the use of the Program: (i) by Ordering Activity's personnel solely for Ordering Activity's internal business purposes and (ii) by any authorized employee, agent or contractor of Ordering Activity to process information relating to Ordering Activity's employees assigned to, or potential employees of, Ordering Activity'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 Managed Services SOW and set forth on the applicable Order Form in accordance with the GSA Schedule Pricelist, which shall include all Hosting Related Services fees.

"Order Form" means the order request form supplied by Ordering Activity that lists the Upfront Fees and Monthly Service Fees for the elements of Ordering Activity's particular Program.

"Personally Identifiable Data" means information concerning individually identifiable employees of Ordering Activity 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" means that the earlier of (a) the date the Software will be ready to be 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. For Ordering Activity ordering additional Programs, the Service Commencement Date for the products list on that which is incremental to Ordering Activity's existing products shall be the date this Order Form is executed

“Service Description” means the detailed service description (including any supplementary service terms) specified in the Managed Services SOW which sets forth the specific Program to be provided to the Ordering Activity.

“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 Managed Services SOW as a Temporary Environment.

“Upfront Fees” means the one time, Ordering Activity-specific infrastructure set-up fees as indicated on the Order Form that will be charged to Ordering Activity to enable access to the Program.

2. MANAGED SERVICES STATEMENT OF WORK

The description of the particular Program ordered by the Ordering Activity, the Program term, the Monthly Service Fee rates, the

Upfront Fees and other fees, if any, applicable to the Program are described in the applicable Managed Services SOW and Order

Form. Kronos will not change the Monthly Service Fee rates it charges for Ordering Activity’s existing Program, or the SLA, during the Initial Term. Thereafter the changes applicable charges may change to the extent consistent with the GSA pricing.

3. AUTHORIZED USE

Ordering Activity 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 Addendum.

4. MAINTENANCE ACCESS

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

5. ORDERING ACTIVITY REPRESENTATIONS AND WARRANTIES; ORDERING ACTIVITY OBLIGATIONS

5.1 Ordering Activity represents and warrants to Contractor that it has the right to publish and disclose Ordering Activity’s Content in the Program.

5.2 Ordering Activity represents and warrants to Contractor that Ordering Activity’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 Ordering Activity will, at its own cost and expense, provide all equipment, operating systems, and software (including a web browser) not provided by Contractor through Kronos and needed to access and use the Program in accordance with the technical requirements set forth in the Managed Services SOW. Ordering Activity 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 Ordering Activity accessing the Program, unless such connectivity services are purchased from Contractor as indicated on the Managed Services SOW and Order Form.

5.4 Ordering Activity shall not, and shall not permit any person or entity under Ordering Activity’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 Ordering Activity purchases from Contractor dedicated internet connectivity to utilize the Program, such dedicated access into the hosting center will be delivered to Ordering Activity.

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

6.3 Ordering Activity hereby acknowledges that the internet is not owned, operated, managed by, or in any way affiliated with

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

7. COMMENCEMENT OF PAYMENT.

In consideration of the delivery of the Program, Ordering Activity shall pay Contractor 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 addition, Ordering Activity shall be billed the one time set-up fee and any additional Upfront Fees set forth in the applicable Order Form. Ordering Activity acknowledges that the billing commencement date does not coincide with implementation completion, final configuration, or go-live.

8. LIMITATION OF LIABILITY

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.

IN ADDITION TO THE LIMITATIONS SET FORTH, 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 SECURITY OR DISCLOSURE, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), ORDERING ACTIVITY'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT OR SOFTWARE OR SYSTEMS, OR MACHINE ERROR.

The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Kronos' negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

9. DATA SECURITY

9.1 As part of the Program, Contractor through Kronos shall provide those Kronos security-related services described in the Managed Services SOW. Ordering Activity acknowledges that the security-related services endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Ordering Activity 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.

9.2 All Personally Identifiable Data contained in any Software, Equipment or systems supplied by Contractor through Kronos, or to which Contractor through Kronos has access to under this Addendum, as between Contractor and Ordering Activity, is Ordering Activity's Confidential Information and will remain the property of Ordering Activity. Ordering Activity 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 Contractor through Kronos to carry out its duties and responsibilities under this Addendum or as required by law.

9.3 Prior to initiation of the Program and on an ongoing basis thereafter, Ordering Activity agrees to provide notice to Contractor through Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Ordering Activity and which could be imposed on Kronos as a result of provision of the Program. Ordering Activity 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) Ordering Activity will obtain consent from individuals for such transfer and storage to the extent required under applicable laws and regulations.

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

10. TERMINATION

10.1 Upon termination, Contractor shall have no obligation to continue to provide the Program. Failure to make payment of the Program fees or of any other default of the Ordering Activity shall not constitute a waiver by contract of any such fees or other fees which remain unpaid.

10.2 Contractor through Kronos reserves the right to temporarily suspend the Services if in Kronos's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality.

SECTION C-1 CLOUD HOSTING SUPPLEMENTAL TERMS AND CONDITIONS

This Section C-1 shall apply to Cloud Hosting Services purchased in relation with certain Software licensed under Section A provided that the initial Cloud Services were ordered after October 2016. The Cloud Hosting Services is not available for WebTA or GovTA Software.

Ordering Activity has ordered with Contractor to acquire licenses to certain Kronos software applications, as well as equipment and related services under Section A and Ordering Activity desires to use those Kronos software applications in Kronos' managed cloud environment (the "Kronos Private Cloud") in accordance with the License Agreement and upon the supplemental terms and conditions herein, and Contractor desires to assist Ordering Activity in doing so. The parties agree as follows:

1. DEFINITIONS

"Application(s)" means those Kronos software applications set forth on the applicable Order Form (or a schedule to the Order Form if Ordering Activity is only hosting a portion of the Applications for which Ordering Activity has a perpetual license) and which are made accessible to Ordering Activity for use in the Kronos Private Cloud under the terms of this Section C-1.

"Billing Start Date" means the date on which billing for the Cloud Services will commence, as indicated on the Order Form.

"Cloud Services" means access to the password protected Ordering Activity area of the Kronos Private Cloud and those services related thereto such as infrastructure, equipment, bandwidth, server monitoring, backup services, storage area network (SAN) services, security services, system administration, connectivity services, performance tuning, update installation and maintenance services related thereto, all as further described Exhibit D-1 of Section D.

"Ordering Activity Content" means all content Ordering Activity, or others acting on behalf of or through Ordering Activity, posts or otherwise inputs into the Kronos Private Cloud.

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

"Monthly Services Fee(s)" means the monthly fees described in the applicable Order Form in accordance with the GSA Schedule Pricelist.

"Order Form" means an order form mutually agreed upon by Contractor and Ordering Activity setting forth the items ordered by Ordering Activity and to be provided by Contractor, including without limitation the prices and fees to be paid by Ordering Activity.

"Personally Identifiable Data" means information concerning individually identifiable employees of Ordering Activity 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.

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

“SLA(s)” means a service level agreement offered by Contractor for the Production Environment and attached to this Section C-1 as Exhibit C-1.1 which contains key service level standards and commitments that apply to the Kronos Private Cloud.

“SLA Credit” means the credit calculated in accordance with the SLA and offered by Contractor in the event of outages or interruptions in the delivery of the Cloud Services that result in a failure to meet the terms of the applicable SLA.

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

“Temporary Environment” means a transient database environment created to serve limited purposes for a limited time period, and identified on the applicable Order Form as a Temporary Environment.

“Term” means the Initial Term and any Renewal Terms.

2. CLOUD SERVICES AND TERM

- 2.1 During the Term, Contractor will provide the Cloud Services for the Applications. Unless the Order Form indicates that the Applications are to be implemented in a Temporary Environment, the Applications will be deemed to be implemented in a Production Environment.
- 2.2 Contractor through Kronos reserves the right to temporarily suspend the Services if in Kronos’s reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality.
- 2.3 Ordering Activity may terminate the Cloud Services in accordance with the procedures set-forth in FAR 52.212-4.
- 2.4 At no cost to Ordering Activity, Contractor shall upon (i) request by Ordering Activity at any time and (ii) the cessation of the Cloud Services, promptly return to Ordering Activity, in the format and on the media in use as of the date of the request, Ordering Activity’s Content.

3. CLOUD SERVICES, FEES AND PAYMENT

- 3.1 In consideration of the delivery of the Cloud Services, Ordering Activity shall pay Contractor the Monthly Services Fee for such Cloud Services as defined in the applicable Order Form. This Monthly Services Fee shall begin to accrue on the Billing Start Date and will be invoiced on the “Billing Frequency” indicated on the Order Form.
- 3.2 Ordering Activity may be required to purchase additional Cloud Services to address increased infrastructure requirements for a new version of a particular Application as released by Contractor. Any additional Cloud Services will be set forth on an Order Form to be mutually agreed upon by Ordering Activity and Contractor.

4. AUTHORIZED USE

Ordering Activity shall take all reasonable steps to ensure that no unauthorized persons have access to the Kronos Private Cloud, 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 or use the Cloud Services for any purpose other than Ordering Activity’s internal business purposes on behalf of Ordering Activity’s authorized business unit(s).

5. MAINTENANCE

Monthly Service Fees are in addition to the fees Ordering Activity pays for annual maintenance and support under the Section A of the Attachment A. Ordering Activity must maintain the Software under an active maintenance plan with Contractor throughout the Term. If Contractor, its Suppliers, or the local access provider, as applicable, requires access to Ordering Activity sites in order to maintain or repair access to the Kronos Private Cloud, Ordering Activity shall cooperate in a timely manner and reasonably provide such access and assistance as permitted by Ordering Activity’s applicable security policies.

6. ORDERING ACTIVITY REPRESENTATIONS AND WARRANTIES; AND ORDERING ACTIVITY OBLIGATIONS

- 6.1 Ordering Activity represents and warrants to Contractor that it has the right to publish and disclose Ordering Activity’s Content in the Kronos Private Cloud.
- 6.2 Ordering Activity represents and warrants to Contractor that Ordering Activity’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.

- 6.3 Ordering Activity shall not, and shall not permit any person or entity under Ordering Activity's direct or indirect control to: (a) recirculate, republish, distribute or otherwise provide unauthorized access to the Kronos Private Cloud to any third party; (b) use the Kronos Private Cloud 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 Kronos Private Cloud or Cloud Services; (d) reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from, the Cloud Services or any software components of the Cloud Services; (e) use, or allow the use of, the Kronos Private Cloud in contravention of any applicable law, or rules or regulations of regulatory or administrative organizations; (f) introduce into the Kronos Private Cloud any virus or other code or routine intended to disrupt or damage the Kronos Private Cloud, alter, damage, delete, retrieve or record information about the Kronos Private Cloud, Cloud Services or its users; (g) excessively overload the Kronos Private Cloud; (h) 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, (g) otherwise act in a fraudulent, malicious or negligent manner when using the Kronos Private Cloud.

7. CONNECTIVITY AND ACCESS

Ordering Activity acknowledges that Ordering Activity shall (a) be responsible for securing, paying for, and maintaining connectivity to the Kronos Private Cloud (including any and all related hardware, software, third party services and related equipment and components required for access); and (b) provide Contractor and Contractor' representatives with physical or remote access to

Ordering Activity's computer and network environment as mutually agreed upon may be reasonably necessary in order for Contractor to perform its obligations under the Agreement. Ordering Activity will make all necessary arrangements as may be required to provide access to Ordering Activity's computer and network environment if necessary for Contractor to perform its obligations under the Agreement.

8. SERVICE LEVEL AGREEMENT

Contractor 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. ORDERING ACTIVITY'S SOLE AND

EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE OR INTERRUPTION OF THE SERVICES OR FAILURE BY CONTRACTOR TO MEET THE TERMS OF THE APPLICABLE SERVICE LEVEL AGREEMENT, SHALL BE THE REMEDIES PROVIDED IN EXHIBIT C-1.1.

9. LIMITATIONS

IN ADDITION TO THE LIMITATIONS SET FORTH IN THE SECTION A OF ATTACHMENT A, EXCEPT WITH RESPECT TO LIABILITY ARISING FROM CONTRACTOR'S NEGLIGENCE OR WILLFUL MISCONDUCT, CONTRACTOR DISCLAIMS ANY AND ALL LIABILITY AND SERVICE CREDITS, INCLUDING SUCH LIABILITY RELATED TO A BREACH OF SECURITY OR DISCLOSURE, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL CLOUD SERVICES (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), ORDERING ACTIVITY'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 Cloud Services, Contractor shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Ordering Activity data as described Exhibit D-1 of Section D. Ordering Activity acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Ordering Activity should consider any particular Contractor supplied security-related safeguard as just one tool to be used as part of Ordering Activity'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 Section A and C-1 of this Attachment A.

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

- 10.3 Prior to initiation of the Cloud Services and on an ongoing basis thereafter, Ordering Activity agrees to provide notice to Contractor of any extraordinary privacy or data protection statutes, rules, or regulations which are or

become applicable to Ordering Activity's industry and which could be imposed on Contractor as a result of provision of the Cloud Services. Ordering Activity will ensure that: (a) the transfer to Contractor and storage of any Personally Identifiable Data by Contractor or Contractor' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Ordering Activity will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

EXHIBIT C-1.1 SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement: The Cloud Services are provided with the service levels described in this Exhibit C-1.1. SLAs are only applicable to Production Environments. SLAs will be available upon Ordering Activity's signature of Kronos' Go Live Acceptance Form for Ordering Activity'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 Ordering Activity in Ordering Activity's Production Environment and end when Contractor through Kronos has restored availability of the Applications. Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle Ordering Activity to a credit as follows:

Actual Application Availability % (as measured in a calendar month)	Service Credit to be applied 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 Ordering Activity 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 Ordering Activity, 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 Ordering Activity Content, failures or malfunctions resulting from circuits provided by Ordering Activity, any inconsistencies or changes in Ordering Activity's source environment, including either intentional or accidental connections or disconnections to the environment; (c) excusable delay events as set forth at FAR 52.212-4(f); 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 C-1.1 is attached; (f) the unavailability of required Ordering Activity 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 Applications, when necessary. During these Maintenance Periods, the Applications 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 Applications available to Ordering Activity; however, some changes will require downtime. Kronos will provide notice for planned downtime via an email notice to the primary Ordering Activity contact at least one day in advance of any known downtime so planning can be facilitated by Ordering Activity.

Currently scheduled Maintenance Periods for the Cloud 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 Ordering Activity 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 Applications are unavailable as the result of an Outage.

Limitations: Service Credits will not be provided if (a) Ordering Activity 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, Ordering Activity must request the Service Credit within sixty (60) calendar days of the conclusion of the month in which Service Credit accrues. Ordering Activity 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 Ordering Activity 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.

Ordering Activity acknowledges that Kronos manages its network traffic in part on the basis of Ordering Activity's utilization of the Applications and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Ordering Activity significantly changes its utilization of the Applications 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 cooperate, in good faith, to resolve the issue.

SECTION D WORKFORCE CENTRAL - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Ordering Activity and Contractor agree that the terms and conditions set forth below shall apply to the Contractor through Kronos supply of the commercially available version of the Workforce Central SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on an Order Form signed by Ordering Activity (the “Order Form”). The Applications described on the Order Form shall be delivered by means of Ordering Activity's permitted access to the Contractor infrastructure hosting such Applications.

Contractor and Ordering Activity hereby agree that these terms and conditions of this Section D of the Attachment A apply for all order forms for the services Workforce Central SaaS. These terms are effective as of the date of the Order Form is accepted by the Contractor (“Effective Date”).

1. DEFINITIONS

“Section D” means these terms and conditions and the Order Form(s) specific to the Ordering Activity.

“Application(s)” or “SaaS Application(s)” means those Kronos software application programs set forth on an Order Form which are made accessible for Ordering Activity to use under the terms of this Section D.

“Billing Start Date” means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form.

Notwithstanding, Implementation Services provided on a time and material basis are billed monthly as delivered. The Billing Start Date of the Monthly Service Fees for any Services ordered by Ordering Activity after the date of this Section D which are incremental to Ordering Activity's then-existing Services shall be the date the applicable Order Form is executed by Contractor and Ordering Activity.

“Cloud Services” means those services related to Ordering Activity's cloud environment such as infrastructure, equipment, bandwidth, server monitoring, backup services, storage area network (SAN) services, security services, system administration, connectivity services, performance tuning, update installation and maintenance services related thereto. Cloud Services are described in Exhibit D-1

“Ordering Activity Content” means all content of Ordering Activity, or others acting on behalf of or through Ordering Activity, posts or otherwise inputs into the Services.

“Documentation” means technical publications published solely to its Customers by Contractor relating to the use of the Services or Applications.

“Equipment” means Kronos equipment specified on an Order Form which are provided under Exhibit A.1 of Section A of this Attachment A..

“Implementation Services” means those professional and educational services provided by Kronos to set up the cloud environment and configure the Applications. The professional and education services are described in the Statement of Work and will be provided as set forth on the Order Form and Statement of Work.

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

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

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

“Order Form” means an order form mutually agreed upon by Contractor and Ordering Activity setting forth the items ordered by Ordering Activity and to be provided by Contractor and the fees to be paid by Ordering Activity.

“Personally Identifiable Data” means information concerning individually identifiable employees of Ordering Activity that is protected against disclosure under applicable law or regulation.

“Renewal Term” means one year or such other renewal term of the Services as indicated on the Order Form.

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

“Statement of Work”, “SOW”, “Services Scope Statement” and “SSS” are interchangeable terms referring to a written description of the Implementation Services mutually agreed upon by Contractor and Ordering Activity.

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

“Term” means the Initial Term and any Renewal Terms thereafter.

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

TERM

2.1 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated by Ordering Activity in accordance with the provisions hereof or applicable laws and regulations. At the expiration of the Initial Term and each Renewal Term as applicable, the Services may renew for additional Renewal Terms by Ordering Activity issuing an Order Form.

2.2 Contractor through Kronos reserves the right to temporarily suspend the Services if in Kronos's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality.

2.3 If the Order Form is terminated for any reason:

(a) Ordering Activity shall pay Contractor within thirty (30) days of such termination, all fees accrued for the Services prior to the effective date of such termination, provided however, if Ordering Activity terminates for material breach of the Section D by Contract, Contractor shall refund Ordering Activity any pre-paid fees for Services and Implementation Services not delivered by Contractor;

Contractor;

(b) Ordering Activity's right to access and use the Applications shall be revoked and be of no further force or effect, and Ordering Activity shall return rented Equipment as provided in Section 9.1 below;

(c) No more than fifteen (15) days after termination (or upon Ordering Activity's written request at any time during the Term),

Contractor will provide to Ordering Activity, at no charge to Ordering Activity, the Ordering Activity Content. After such time period,

- Contractor shall have no further obligation to store or make available the Ordering Activity Content and will securely delete any or all Ordering Activity Content without liability;
- (d) Ordering Activity agrees to timely return all Contractor-provided materials related to the Services to Contractor at Ordering Activity's expense or, alternatively, destroy such materials and provide Contractor with an officer's certification of the destruction thereof; and
 - (e) All provisions in the Section D of this Attachment A, which by their nature are intended to survive termination, shall so survive for the purposes of that Order Form being terminated.

3. FEES AND PAYMENT

- 3.1 Ordering Activity shall pay Contractor 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 Contractor offerings, all as set forth on the Order Form in accordance with the GSA Schedule Pricelist. The Monthly Service Fees will be invoiced on the frequency set forth on the Order Form ("Billing Frequency"). Implementation Services will be invoiced monthly as delivered unless otherwise indicated on the Order Form. . All other Contractor offerings will be invoiced upon execution of the applicable Order Form by Contractor and Ordering Activity. All payments shall be sent to the attention of Contractor as specified on the invoice. Except as expressly set forth in this Section D, all amounts paid to Contractor are non-refundable.

4. RIGHTS TO USE

- 4.1 Subject to the terms and conditions of the Section D of the Attachment A and the Order Form, Contractor hereby grants Ordering Activity a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation; b) training materials and KnowledgePass Content; and, c) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Contractor and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Ordering Activity may use the Application in object code only and shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Ordering Activity shall not use any of the third party software programs (or the data models therein) included in the Services except solely as part of and in connection with the Services. The JBoss® Enterprise Middleware components of the Service are subject to the end user license Section D found at http://www.redhat.com/licenses/jboss_eula.html. Ordering Activity acknowledges that execution of separate third party agreements may be required in order for Ordering Activity to order and use certain add-on features or functionality, including without limitation tax filing services.
- 4.2 Ordering Activity acknowledges and agrees that the right to use the Applications is limited based upon the amount of the Monthly Service Fees paid by Ordering Activity. Ordering Activity agrees to use only the modules and/or features for the number of employees and users as described on the Order Form. Ordering Activity agrees not to use any other modules or features nor increase the number of employees and users unless Ordering Activity pays for such additional modules, features, employees or users, as the case may be. Ordering Activity may not license, relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Ordering Activity 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 Contractor' licensors or Suppliers, is granted hereunder.
- 4.3 Ordering Activity may authorize its third party contractors and consultants to access the Services through Ordering Activity's administrative access privileges on an as needed basis, provided Ordering Activity: a) abides by its obligations to protect confidential information; b) remains responsible for all such third party usage and compliance with the Section D of this Attachment A; and c) does not provide such access to a competitor of Kronos who provides workforce management services.
- 4.4 Ordering Activity acknowledges and agrees 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 rights granted herein, Ordering Activity 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. Ordering Activity agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Ordering Activity through the Services.
- 4.5 When using and applying the information generated by the Services, Ordering Activity is responsible for ensuring that Ordering Activity complies with applicable laws and regulations. If the Services include the Workforce Payroll Applications or Workforce Absence Management Applications: (i) Ordering Activity 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 Ordering Activity of any professional obligation concerning the preparation and review of any reports and documents, (iii) Ordering Activity 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) Ordering Activity will review any calculations made by using these Applications and satisfy itself that those calculations are correct.

5. ACCEPTABLE USE

- 5.1 Ordering Activity 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 the Section D of this Attachment A.
- 5.2 Ordering Activity represents and warrants to Contractor that Ordering Activity has the right to publish and disclose the Ordering Activity Content in connection with the Services. Ordering Activity represents and warrants to Contractor that the Ordering Activity Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.
- 5.3 Ordering Activity will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

6. CONNECTIVITY AND ACCESS

Ordering Activity acknowledges that Ordering Activity 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 Contractor through Kronos and its representatives with such physical or remote access to Ordering Activity's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Section D of this attachment A and Order Form. Ordering Activity will make all necessary arrangements as may be required to provide access to Ordering Activity's computer and network environment if necessary for Contractor to perform its obligations under the Section D of the Attachment A and Order Form.

7. IMPLEMENTATION AND SUPPORT

- 7.1 Implementation Services. Contractor through Kronos will provide the Implementation Services to Ordering Activity. In the event that Contractor is required to travel to Ordering Activity's location during the implementation, Ordering Activity agrees to pay any travel expenses in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable, Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and in accordance with the GSA terms. Section F of this Attachment A (Professional/Educational Services Policies) shall apply to all Implementation Services ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Section D of the Attachment A, the terms of this Section D of the attachment A shall prevail.
- 7.2 Additional Services. Ordering Activity may engage Kronos through Contractor to provide other services which may be fixed by activity or provided on a time and material basis, both based on the prices established in this Contract and the applicable Order.
- 7.3 Support. Kronos through Contractor will provide 24x7 support for the cloud infrastructure, the availability to the cloud environment, and telephone support for the logging of functional problems and user problems. Ordering Activity may log questions online via the Kronos customer Portal. As part of such support, Kronos will make updates to the Services available to Ordering Activity at no charge as such updates are released generally to Contractor' customers. Ordering Activity agrees that Contractor may install critical security patches and infrastructure updates automatically as part of the Services. Section G of this Attachment A (Support Policies and Services) shall apply to all Support Services provided by Contractor ("Support Policies"). In the event of a

conflict between the Support Policies and this Section D of this Attachment A, the terms of this Section D shall prevail.

7.4 Support Services for Equipment. See Section A, Exhibit A.1

7.5 KnowledgePass Education Subscription. When KnowledgePass Education Subscription is purchased on an Order Form, Contractor through Kronos will provide Ordering Activity with the KnowledgePass Education Subscription. The KnowledgePass

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

7.6 Training Points. "Training Points" which are purchased by Ordering Activity may be redeemed for an equivalent value of instructor-led training sessions offered by Contractor through Kronos. Training Points are invoiced when used by the Ordering Activity. Training Points may not be exchanged for other Kronos products or services.

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

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

8. ORDERING ACTIVITY CONTENT

Ordering Activity shall own all Ordering Activity Content. Contractor through Kronos acknowledges that all of the Ordering Activity Content is deemed to be the confidential information of Ordering Activity. Kronos may, but shall have no obligation to, monitor Ordering Activity Content from time to time to ensure compliance with the Section D of this Attachment A and applicable law.

9. INTENTIONALLY DELETED

10. SERVICE LEVEL AGREEMENT

Contractor through Kronos shall provide the service levels and associated credits, when applicable, in accordance with the Service Level Agreement attached hereto as Exhibit D-2 and which is hereby incorporated herein by reference. ORDERING ACTIVITY'S SOLE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE or INTERRUPTION OF the SERVICES OR FAILURE BY CONTRACTOR TO MEET THE TERMS OF THE APPLICABLE SERVICE LEVEL AGREEMENT, SHALL BE THE REMEDIES PROVIDED IN EXHIBIT D-2.

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

10.1 Contractor represents and warrants to Ordering Activity 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.

10.2 Contractor's obligation and Ordering Activity's remedy for any breach of the foregoing warranty is limited to Contractor's reasonable commercial efforts to correct the non-conforming Services at no additional charge to Ordering Activity. In the event that Contractor is unable to correct material deficiencies in the Services, after using Contractor's commercially reasonable efforts to do so, Ordering Activity shall be entitled to terminate the then remaining Term of the Order Form under Section D of this Attachment A as Ordering Activity's remedy. Contractor'

obligations hereunder for breach of warranty are conditioned upon Ordering Activity notifying Contractor of the material breach in writing, and providing Contractor with sufficient evidence of such non-conformity to enable Contractor to reproduce or verify the same.

10.3 Contractor warrants to Ordering Activity 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, Ordering Activity's remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Ordering Activity 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 Contractor components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- b) failure of Ordering Activity 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, CONTRACTOR 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, CONTRACTOR 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. DATA SECURITY

12.1 As part of the Services, Contractor shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Ordering Activity data as described at: <http://www.kronos.com/products/workforcecentralcloud/cloud-guidelines.aspx>. Ordering Activity acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Ordering Activity should consider any particular Contractor supplied security-related safeguard as just one tool to be used as part of Ordering Activity'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 Section D of this Attachment A.

12.2 As between Ordering Activity and Contractor through Kronos, all Personally Identifiable Data is Ordering Activity's Confidential Information and will remain the property of Ordering Activity. Ordering Activity represents that to the best of Ordering Activity's knowledge such Personally Identifiable Data supplied to Contractor is accurate. Ordering Activity 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 Contractor to carry out Kronos' duties and responsibilities under the Section D of this Attachment A or as required by law.

12.3 Prior to initiation of the Services under the Section D of this Attachment A and Order Form and on an ongoing basis thereafter, Ordering Activity agrees to provide notice to Contractor of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Ordering Activity's industry and which could be imposed on Contractor as a result of provision of the Services. Ordering Activity 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) Ordering Activity will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

13. LIMITATION OF LIABILITY

13.1 EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION D OF ATTACHMENT A, 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.

- 13.2 THE TOTAL AGGREGATE LIABILITY OF CONTRACTOR OR CONTRACTOR' SUPPLIERS TO ORDERING ACTIVITY AND/OR ANY THIRD PARTY IN CONNECTION WITH THE SECTION D SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY ORDERING ACTIVITY, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY CONTRACTOR FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.
- 13.3 IN NO EVENT SHALL CONTRACTOR OR CONTRACTOR' SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO ORDERING ACTIVITY OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE SECTION D, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT OR OTHERWISE, AND REGARDLESS OF WHETHER CONTRACTOR 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 NEGLIGENCE OR WILLFUL MISCONDUCT, CONTRACTOR 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), ORDERING ACTIVITY'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM KRONOS' NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

14. CONFIDENTIAL INFORMATION

- 14.1 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. Kronos recognizes that courts of competent jurisdiction may require release of confidential information and that Federal Agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires information that does not fall under certain exceptions to be released despite being marked as "confidential" by Kronos. If a request for is made under the Freedom of Information Act is made, the parties agree to cooperate so that confidential information which is covered by the exceptions will be maintained confidential.

15. EXPORT

Ordering Activity understands that any export of the Equipment may require an export license and Ordering Activity assumes full responsibility for obtaining such license. Ordering Activity must obtain Kronos' prior written consent before exporting the Equipment.

16. GENERAL

- 16.1 Ordering Activity shall not assign the rights to use the Services without the prior written consent of Contractor through Kronos and any purported assignment, without such consent, shall be void.
- 16.2 Ordering Activity understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Ordering Activity is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Ordering Activity has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing an order which is governed by Section D of this Attachment A.

EXHIBIT D-1

Cloud Offering – Single Tenant

The following applies to single-tenant Applications within the Kronos Cloud:

Cloud Offering	
<p>Environments: One standard Production and one Non-Production (Development) environment.</p>	Included. More nonproduction environments are available for additional fees.
<p>Environment restoration: Restore of Production environment to one Non-Production environment once per week.</p> <p>Ordering Activity is responsible for requesting data to be moved from the Production environment to the Non-Production environment and for the contents of the data moved from the Production environment to the NonProduction environment.</p>	Included. More frequent restores or additional environments will be subject to additional time and material fees.
<p>Connectivity to Service: Customer's users connect to application via secure SSL/TLS connection over the internet. Cooperative efforts with customer IT staff may be required to enable access. Kronos will assist with validating site connectivity but assumes no responsibility for customer internet connection or ISP relationships. Kronos related Internet traffic cannot be filtered by proxy or caching devices on the client network. Exclusions must be added for the fully qualified domain names and public IP addresses assigned to the environments in the Kronos Cloud.</p>	Included
<p>Device Initiated Terminal Connectivity: In Device Initiated mode of communication, the Kronos Terminal initiates all communications with the Device Manager Server at Kronos Cloud over the internet. For this method, it is required that the customer open port 443 and port 444 outbound. In cases where Network Address Translation is required for terminals, the customer is responsible for applying the translations on their network. Kronos Cloud does not support terminals prior to 4500 series and does support certain models released thereafter.</p>	Included
<p>Remote Access to Non-Web Applications: Remote access to non-web Applications (e.g. Kronos Workforce Integration Manager) using a remote access tool such a Citrix® Receiver. Limited Kronos Applications require the use of these remote access accounts.</p>	2 named users included
<p>SFTP Accounts: SFTP accounts are provided to customers to push files to the Kronos Cloud and to pull files from the Kronos Cloud for designated integration points (e.g. Kronos Workforce Integration Manager input/output folders). This location is not designed for long-term storage and files may be deleted after 30 days after creation.</p>	2 logins included
<p>Operating System and Database Software Management: Includes application of</p>	Included

Cloud Offering	
critical security patches, service packs and hot-fixes; maintenance of servers.	
Server Maintenance: Repair and replacement of defective or failed hardware and the installation of hardware upgrades.	Included
Application Updates: Services to perform technical tasks required to apply application service packs, legislative updates (if applicable), point releases and version upgrades.	Included
Backup: Customer data is backed up daily. Database backups are replicated via encrypted connections to a second Kronos Cloud datacenter. Backups are retained for the prior 28 days on a rotating basis. All historical employee and configuration data is stored in the rotating backups.	Included
<p>Security: Kronos maintains a hosting environment that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts SSAE 16 (i.e. SOC 1) and the AICPA Trust Services Principles Section 100a, Trust Services for Security, Availability, Processing Integrity, Confidentiality and Privacy (i.e. SOC 2). The Kronos Private Cloud (KPC) is evaluated for the principles of Security, Availability and Confidentiality by the independent auditor. The Kronos Private Cloud is located in data centers that undergo SSAE 16 examinations. Management access to the KPC is limited to authorized Kronos support staff and customer authorized integrations. The security architecture has been designed to control appropriate logical access to the KPC to meet the Trust Services Principles of Security, Availability and Confidentiality. The Applications provide the customer with the ability to configure application security and logical access per the customer's business processes.</p> <p>In the event the customer identifies a security issue, the customer will notify Kronos. For security purposes, customers are restricted from accessing the desktop, file systems, databases and operating system of the environments.</p> <p>Customer agrees not to upload payment card information as the service is not certified for PCI DSS. Customer agrees not to upload health information that falls under HIPAA.</p>	Included
<p>Read-Only ODBC Access: Kronos will provide customer read-only ODBC access into customer's Production and NonProduction databases for Timekeeper/HRMS over secure connection (e.g. VPN). Customer is responsible for establishing this secure connection to the Kronos Cloud and additional fees for that connection may apply. Kronos may, but is not obligated to, limit or block customer's database read-only ODBC queries in order to prevent failure of the database due to overload. Kronos will not pay SLA credits for any Outage that is the result of overloading the database during read-only ODBC access. Overall performance may be limited during peak processing periods, and customer may need to limit resource intensive read-only ODBC queries to off-peak periods. Customer acknowledges that read-only ODBC over a long distance secure connection is not a reliable protocol for it does not have retry logic built-in to handle connectivity issues. Kronos will not be responsible for any changes required to customer's internal systems to account for limitations of read-only ODBC protocol.</p>	If selected on Order Form

Cloud Offering	
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<p>Basic Disaster Recovery Services: Customer environment and all customer data in the Kronos Cloud are replicated to a secondary Kronos Cloud data center. Basic Disaster Recovery Services provides a Recovery Point Objective (RPO) of 24 hours and Kronos strives to restore Application Availability in a commercially reasonable timeframe. The customer will be down until production processing is restored in the primary or secondary data center if needed. No application environment is readily available at the alternate site to process data. Customers are expected to use fully qualified domain names (FQDNs) to access the service given that IP address of the service may change. Any issues arising out of the disaster recovery event due to customer configuration/customization and/or customer third party software outside of the Kronos Cloud is the responsibility of the customer to resolve.</p>	Included
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<p>Enhanced Disaster Recovery Services: Customer environment and all customer data in the Kronos Cloud are replicated to a secondary Kronos Cloud datacenter. Enhanced Disaster Recovery Services provide an RTO (Recovery Time Objective) of 72 hours and a RPO (Recovery Point Objective) of 24 hours. In the unlikely event that Kronos declares a disaster in the primary datacenter, Kronos will notify the customer and activate the Disaster Recovery steps necessary to restore application availability within the RTO defined. As part of the enhanced service, Kronos will conduct an annual Disaster Recovery Process test which has the objectives to 1) test backups 2) train Kronos employees 3) verify and improve internal Kronos procedures. The annual Disaster Recovery Process test may be live or simulated test. Customers are expected to use fully qualified domain names (FQDNs) to access the service given that IP address of the service may change. Any issues arising out of the disaster recovery event due to customer configuration/customization and/or customer third party software outside of the Kronos Cloud is the responsibility of the customer to resolve. Workforce Analytics, Workforce Record Manager, Workforce TeleStaff Workforce TeleTime IP and all Non-Production environments are excluded from the RTO.</p>	If selected on Order Form
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Cloud Offering	
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<p>The following services are not included in the Enhanced Disaster Recovery Services but may be purchased from Kronos on a time and material basis and subject to additional fees: a customer specific DR plan with annual review and Kronos project management for a live DR test.</p>	
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<p>Temporary Environments: Temporary Environments are designed for classroom training up to about 40 people and/or functional application testing of roughly five to ten simultaneous people. To order a temporary environment you must be paying for a production environment in Kronos Cloud.</p>	If selected on Order Form
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<p>Third Parties: If Customer uses a third party to configure and implement Customer's Applications, the following applies: Such third party must be authorized by Kronos as part of the Kronos Connect Partner Program prior to accessing Customer's development and testing environments. Third parties will not be granted access to Customer's production environment for purposes of configuring the Applications. Customer understands that although Kronos Connect Partners are subject to Kronos policies and procedures, such Partners are not subject to SOC audits by Kronos or its representatives. As such, Kronos' SSAE16 SOC 1 and AT101 SOC 2 Reports are applicable to the production environment only and not such third parties' activities.</p>	<p>If Customer uses 3rd party as part of implementation</p>
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Guidelines and Assumptions:

Category	Assumption
	Estimated availability of production server hardware is approximately 30 days after the Order Form is processed.
	Customer agrees to receive automatic updates to the Applications.
	Transparent Data Encryption (i.e. data at rest encryption) is not supported.
	Connecting modem clocks to the Kronos Cloud is not supported.
	Applications will support English only unless stated on the Order Form.
	Customer agrees not to conduct security testing, which includes but is not limited to penetration testing and vulnerability scanning.
	Customer agrees not conduct any sort of automated or manual performance testing of the Service.

Category	Assumption
	Offering includes system resources to process the equivalent of five WIM interfaces using up to 10 links with a maximum of five megabytes of data per link. In addition, systems resources for the integration between Workforce Central and Workforce TeleStaff for People, Punch, and Accrual interfaces are included assuming product documentation is followed for setup and run-time scheduling. Additional processing requirements may incur additional fees associated with corresponding system resources. Custom developed functionally outside of WIM that runs in the Kronos Cloud may incur additional fees.

	Retention policies must be configured in the Application(s). Setting retention policies will ensure that unnecessary system data (e.g. temp files, deleted records, empty rows, etc.) is routinely purged from the system and will help in managing database growth. Historical employee data can be maintained for the duration of the agreement and renewal periods per customer business requirements. Retention policies do not apply to configuration data.
	Sizing considerations based on a three year growth projection of the Production database environment. After 3 years, an archiving strategy may be reviewed with the customer for Service performance.
	Custom reports for Workforce Central are created using Microsoft Visual Studio. If made available from Microsoft the free version of Visual Studio Express will be made available to the customer in their development environment. Customer will have read-only ODBC access to their development database for creating reports. Customer is limited to two named users for report creation who match the two included users for remote access to non-web applications (e.g. Citrix Receiver). Customer created reports for Workforce HR and Payroll may have reduced functionality from Kronos product documentation due to security restrictions in Kronos Cloud.
	Customer will be required to sign a go live milestone document confirming customer has completed its testing and is ready to go live with the Workforce Central Application(s).
	Use of the Workforce Central translation toolkit requires a Kronos professional services engagement to import/export the translation file(s) into a test environment and into the Production environment.
Product Specific Considerations	
	Workforce Record Manager (if included on order form) – When Workforce Record Manager is included it may only be used for archiving purposes. Setup Data Manager only supports import and export of configuration via XML files between Production environment and Non-Production environment, a direct connection between Production and NonProduction environments is not supported. Customer should open a ticket with Kronos Global Support to request migrations when necessary. Customer is allowed one ticket per month at no charge to request migration of changes. Additional requests for configuration and/or interface migrations between customer environments shall be subject to additional time and material fees.
	Workforce TeleTime IP - Teletime IP requires customer to procure from a third party provider a private line (e.g. MPLS) into the Kronos Cloud that meets Kronos Cloud technical standards. Kronos will provide information on how connectivity is established by customer.

Workforce Central Upgrade Services

The Service includes services for Kronos to execute tasks to apply point releases and version upgrades to customer's Kronos Applications in the Kronos Cloud. Services are limited to those tasks which apply these updates to the Applications.

The table below reflects the included upgrade tasks.

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<p>Project Coordination: Project Manager to coordinate the upgrade project.</p> <ul style="list-style-type: none"> • Up to eight 30-minute weekly status calls (one per week) • Coordinate Kronos resources • Send meeting invites • Provide Project Timeline and expected customer commitment at the start of the project • Provide initial Project Schedule and communicates progress during weekly status calls <p>Provide Communication Plan and Contact List</p>	Included
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Planning Phase	
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Customer/ Kronos Introduction Call – up to one hour	Included
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Technical readiness & architecture review – Kronos Cloud Environment	Included
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Assessment Phase	
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Assessment of Interface Upgrade	Included
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Assessment of new features or changes to configuration	Not included
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Assessment of customs and custom reports and development activities related thereto	Not included
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Solution Upgrade / Build Phase	
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One (1) restore of Production database to Pre-Production environment for the purpose of upgrade testing. Additional restores, if requested, shall be subject to additional time and material fees.	Included
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Upgrade Non-Production and Production environments to new point release or version.	Included
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Upgrade of Workforce Integration Manager (WIM) interfaces due to product changes	Included
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introduced as part of the technical upgrade as defined in product documentation. For Workforce Central Version 8 this includes XML export/imports and database views as defined in the "Workforce Central Import User Guide" and "Workforce Central Data View Reference Guide".	
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Upgrade of non-WIM interfaces in Non-Production environment and Production environment.	Not Included
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Upgrade of customs and custom reports. This includes upgrade of Workforce Integration Manager (WIM) interfaces that use table import batch functionality, read/write directly to database tables or require changes due to new/changed customer requirements.	Not Included
Upgrade of interfaces and reports created or provided by customer	Not Included
Update of terminal firmware managed by Kronos	Not Included
Configuration of new features or functionality or changes to existing configuration	Available for Purchase
Test & Certify Phase	
System test upgraded environments by verifying a user can log in	Included
User acceptance testing (UAT) of upgraded environments, interfaces, custom reports, new features, etc.	Not Included
Develop customer-specific test cases	Not Included
Sign-off on upgraded Non-Production and Production Environments	Customer
Deploy & Support Phase	
Deployment Readiness Call – up to one hour	Included

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

Project coordination lasts for no more than 8 weeks. At the end of this time, Kronos will complete the production upgrade. If for any reason Kronos cannot complete the technical upgrade steps within 8 weeks due to a Kronos caused delay, project coordination will continue proportionally to cover the Kronos caused delay. For example if Kronos causes a two week delay due to Kronos resource unavailability, project coordination will last no more than 10 weeks.

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

EXHIBIT D-2 SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement: The Services, in a production environment and as described in the Statement of Work (aka Services Scope Statement), are provided with the service levels described in this Exhibit D-2. SLAs are only applicable to production environments. SLAs will be available upon Ordering Activity's signature of Kronos' Go Live Acceptance Form for Ordering Activity'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 Ordering Activity in Ordering Activity'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 Ordering Activity to a credit as follows:

Actual Application Availability % (as measured in a calendar month)	Service Credit to be applied to Ordering Activity'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 Ordering Activity 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 Ordering Activity, 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 Ordering Activity Content, failures or malfunctions resulting from circuits provided by Ordering Activity, any inconsistencies or changes in Ordering Activity's source environment, including either intentional or accidental connections or disconnections to the environment; (c) excusable delay events as defined in FAR 52.212-4(f); (c) scheduled or emergency maintenance, alteration or implementation provided during the Maintenance Period defined below; (d) any suspension of the Services in accordance with the terms of the Section D to which this Exhibit D-2 is attached; (e) the unavailability of required Ordering Activity personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (f) 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 Ordering Activity; however, some changes will require downtime. Kronos will provide notice for planned downtime via an email notice to the primary Ordering Activity contact at least one day in advance of any known downtime so planning can be facilitated by Ordering Activity.

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 Ordering Activity and Contractor. **"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) Ordering Activity is in breach or default under the Section D at the time the Outage occurred; or (b) the Outage results from an Excluded Event. If Contractor through Kronos does not provide the appropriate Service Credit as due hereunder, Ordering Activity must request the Service Credit within sixty (60)

calendar days of the conclusion of the month in which the Service Credit accrues. Ordering Activity 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 Ordering Activity 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.

Ordering Activity acknowledges that Kronos manages its network traffic in part on the basis of Ordering Activity'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 Ordering Activity significantly changes its utilization of the Services than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the parties agree to co-operate, in good faith, to resolve the issue.

SECTION E

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

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

Contractor and Ordering Activity hereby agree that these terms and conditions of this Section E of the Attachment A apply for all order forms for the services in relation with Workforce Ready® SaaS. These terms are effective as of the date of the Order Form is accepted by the Contractor ("Effective Date").

1. DEFINITIONS

"Section E" means these terms and conditions and the Order Form(s) specific to the Ordering Activity.

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

"Billing Start Date" means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form. The Billing Start Date of the Monthly Service Fees for any Services ordered by Ordering Activity after the date of this Section E which are incremental to Ordering Activity's then-existing Services shall be the date the applicable Order Form is executed by Contractor and Ordering Activity.

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

"Documentation" means technical publications published solely to its Customers by Contractor relating to the use of the Services.

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

"Equipment" means Kronos equipment purchased or rented by Ordering Activity under this Section E.

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

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

“Order Form” means an order form mutually agreed upon by Contractor and Ordering Activity setting forth the items ordered by Ordering Activity and to be provided by Contractor and the fees to be paid by Ordering Activity.

“Personally Identifiable Data” means information concerning individually identifiable employees of Ordering Activity that is protected against disclosure under applicable law or regulation.

“Renewal Term” means one year or such other renewal term of the Services as indicated on the Order Form.

“Services” means (i) accessibility to the commercially available version of the Applications by means of access to the password protected Ordering Activity area of a Contractor website, and all such services, items and offerings accessed by Ordering Activity therein, and (ii) the Equipment rented hereunder, if any.

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

“Term” means the Initial Term and any Renewal Terms thereafter.

2. TERM

2.1 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated by Ordering Activity in accordance with the provisions hereof or applicable laws and regulations. At the expiration of the Initial Term and each Renewal Term as applicable, the Services may renew for additional Renewal Terms by Ordering Activity issuing a new purchase order.

2.2 Contractor through Kronos reserves the right to temporarily suspend the Services if in Kronos's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality.

2.3 If the Order Form is terminated for any reason:

(a) Ordering Activity shall pay Contractor within thirty (30) days of such termination, all fees accrued for the Services prior to the effective date of such termination, provided however, if Ordering Activity terminates for material breach of the Section E by Contractor, Contractor shall refund Ordering Activity any pre-paid fees for services not delivered by Contractor;

(b) Ordering Activity's right to access and use the Applications shall be revoked and be of no further force or effect and Ordering Activity shall return rented Equipment as provided in Section 9.1 below;

(c) No more than fifteen (15) days after termination (or upon Ordering Activity's written request at any time during the Term),

Contractor will provide to Ordering Activity, at no charge to Ordering Activity, the Ordering Activity Content. After such time period,

Contractor shall have no further obligation to store or make available the Ordering Activity Content and will securely delete any or all Ordering Activity Content without liability;

(d) Ordering Activity agrees to timely return all Contractor-provided materials related to the Services to Contractor at Ordering Activity's expense or, alternatively, destroy such materials and provide Contractor with an officer's certification of the destruction thereof; and

(e) All provisions in the Section E of this Attachment A, which by their nature are intended to survive termination, shall so survive for the purposes of that Order Form being terminated.

3. FEES AND PAYMENT

3.1 Ordering Activity shall pay Contractor the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form in accordance with the GSA Schedule Pricelist. Billing will commence on the Billing Start Date with the Monthly Service Fees to be invoiced on the frequency

set forth on the Order Form ("Billing Frequency"). Except as expressly set forth in the Section E of this Attachment A, all amounts paid to Contractor are non-refundable.

- 3.2 The Setup Fees shall be invoiced upon execution of the Order Form and shall be due net 30 days following receipt date of invoice. Ordering Activity acknowledges that setup fees may be charged to Ordering Activity by third parties for Add-on Features, provided that the third party setup and monthly fees shall be set forth on an Order Form. Monthly Service fees shall be based on monthly periods that begin on the Billing Start Date. Monthly Service Fees shall include fees for Equipment rental, if any, as specified on the Order Form. 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. Contractor through Kronos will monitor Ordering Activity's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; (c) per transaction basis (e.g.: pay statement); or, (d) per access point. For purposes of the Section E, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Ordering Activity as having an "Active" status during the period.
- 3.3 Ordering Activity agrees that except in those circumstances in which Ordering Activity is entitled to invoke the termination for cause provision set forth in Section 2.3 above, in consideration of Kronos' delivery of the Services on a variable fee basis, Ordering Activity agrees to pay Contractor each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") which shall be calculated by Contractor through Kronos based on the amounts identified on all Order Forms for Ordering Activity's Usage of the Services, plus Equipment rental fees, if any. In the event that Ordering Activity does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Ordering Activity shall remain responsible for paying the Minimum Monthly Fees for that month.

4. RIGHTS TO USE

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

comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Ordering Activity through the Services.

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

5. ACCEPTABLE USE

- 5.1 Ordering Activity 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 the Section E of this Attachment A.
- 5.2 Ordering Activity represents and warrants to Contractor that Ordering Activity has the right to publish and disclose the Ordering Activity Content in connection with the Services. Ordering Activity represents and warrants to Contractor that the Ordering Activity Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.
- 5.3 Ordering Activity will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

6. CONNECTIVITY AND ACCESS

Ordering Activity acknowledges that Ordering Activity 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 Contractor and its representatives with such physical or remote access to Ordering Activity's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Section E of this Attachment A and the Order Form. Ordering Activity will make all necessary arrangements as may be required to provide access to Ordering Activity's computer and network environment if necessary for Contractor to perform its obligations under the Section E of this Attachment A. Contractor is hereby (i) granted access to such Ordering Activity data to perform its obligations under the Section E of this Attachment A and the Order Form and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage.

7. IMPLEMENTATION AND SUPPORT

- 7.1 Implementation. Contractor through Kronos will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained from Ordering Activity during the discovery portion of the implementation. Ordering Activity shall provide Kronos with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. Contractor and Ordering Activity's implementation responsibilities are described more specifically in the Services Implementation Guideline attached as Exhibit E-1.

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

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

8. Ordering Activity content

Ordering Activity shall own all Ordering Activity Content. Contractor acknowledges that all of the Ordering Activity Content is deemed to be the confidential information of Ordering Activity. Notwithstanding the foregoing, Ordering Activity grants Contractor permission to combine Ordering Activity’s business data with that of other Ordering customers in a manner that does not identify the Ordering Activity or any individual in order to evaluate and improve the services Contractor offers to Ordering customers. In addition, Kronos may, but shall have no obligation to, monitor Ordering Activity Content from time to time to ensure compliance with the Section E of this Attachment A and applicable law.

9. INTENTIONALLY DELETED

10. SERVICE LEVEL AGREEMENT

Contractor through 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, as governed by FAR 52.212-4(f).

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

11.1 Contractor represents and warrants to Ordering Activity 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 Contractor’s sole obligation and Ordering Activity’s remedy for any breach of the foregoing warranty is limited to Contractor’s reasonable commercial efforts to correct the non-conforming Services at no additional charge to Ordering Activity. In the event that Contractor is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Contractor’s commercially reasonable efforts to do so, Ordering Activity shall be entitled to terminate the then remaining Term of the Order Form under Section E of this Attachment A as Ordering Activity’s remedy. Contractor’s obligations hereunder for breach of warranty are conditioned upon Ordering Activity notifying Contractor of the material breach in writing, and providing Contractor with sufficient evidence of such non-conformity to enable Contractor to reproduce or verify the same.

11.3 Contractor warrants to Ordering Activity 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, Ordering Activity’s remedy shall be Kronos’ repair or replacement of the deficient Equipment, at Kronos’ option, provided that Ordering Activity’s use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Ordering Activity 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 Contractor components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- b) failure of Ordering Activity 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, CONTRACTOR 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 E, CONTRACTOR 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 the protection of the security, confidentiality and integrity of Ordering Activity data. Ordering Activity acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Ordering Activity should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Ordering Activity'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 Section E of this Attachment A.
- 12.2 As between Ordering Activity and Contractor through Kronos, all Personally Identifiable Data is Ordering Activity's Confidential Information and will remain the property of Ordering Activity. Ordering Activity represents that to the best of Ordering Activity's knowledge such Personally Identifiable Data supplied to Contractor is accurate. Ordering Activity 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 Contractor to carry out Kronos' duties and responsibilities under the Section E of this Attachment A or as required by law.
- 12.3 Prior to initiation of the Services under the Section E of this Attachment A and the Order Form and on an ongoing basis thereafter, Ordering Activity agrees to provide notice to Contractor of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Ordering Activity's industry and which could be imposed on Contractor as a result of provision of the Services. Ordering Activity 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) Ordering Activity will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

13. LIMITATION OF LIABILITY

- 13.1 Except as specifically provided in this section E of this Attachment A, 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.
- 13.2 The total aggregate liability of Contractor or Contractor's suppliers to ordering activity and/or any third party in connection with the section E shall be limited to direct damages proven by ordering activity, such direct damages not to exceed an amount equal to the total net payments received by contractor for the Services in the Twelve (12) month period immediately preceding the date in which such claim arises.
- 13.3 In no event shall Contractor or Contractor's suppliers, their respective affiliates, service providers, or agents be liable to Ordering Activity or any third party for any incidental, special, punitive, consequential or other indirect damages or for any lost or imputed profits or revenues, lost data or cost of procurement of substitute services resulting from delays, nondeliveries, misdeliveries or services interruption, however caused, arising from or related to the services or the Section E, 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 or otherwise, and regardless of whether contractor 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, contractor 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), Ordering Activity's content or applications, third party unauthorized access of equipment, SaaS applications or systems, or machine error.

13.5 The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Kronos' negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

14. CONFIDENTIAL INFORMATION

14.1 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.

15. EXPORT

Ordering Activity understands that any export of the Equipment may require an export license and Ordering Activity assumes full responsibility for obtaining such license. Ordering Activity must obtain Kronos' prior written consent before exporting the Equipment.

16. GENERAL

16.1 Ordering Activity shall not assign the rights to use the Services without the prior written consent of Contractor and any purported assignment, without such consent, shall be void.

16.2 Ordering Activity understands and acknowledges that while Contractor may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Ordering Activity is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Ordering Activity has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing the Section E of this Attachment A.

Kronos® Workforce Ready™ Implementation Guidelines

Travel Expenses

In the event that Ordering Activity requests Kronos to travel to Customer's location during the implementation, Ordering Activity agrees to pay any travel expenses in accordance with FTR/JTR, as applicable. Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document.

Item	Kronos Responsibility	Ordering Activity Responsibility
Time and Labor	Kronos will configure and implement	It is the responsibility of the customer to Complete Workforce Ready Time and Labor module. the Time and Attendance templates.
Accruals	Kronos will configure and Implement the Workforce Ready Accruals module.	It is the responsibility of the customer to Complete the Time and Accruals templates.
Human Resources	Kronos will configure and implement Workforce Ready Human Resources module.	It is the responsibility of the customer to the Human Resource templates.
Payroll	Kronos will configure and implement Workforce Ready Payroll module.	It is the responsibility of the customer to Complete the Payroll templates.

Complete

Clocks	Kronos will configure up to 3 clocks and It is the responsibility of the customer to train the customer's IT staff to replicate physically install/mount all clocks. It is the additional configurations. responsibility of the customer to configure/install additional clocks.	
Network	Kronos will provide specifications on recommended network settings to allow communications between the hosted environment and the clocks.	It is the responsibility of the customer to configure their network to allow inbound and outbound communications to and from the clocks. Specific ports/firewall settings may need to be modified to allow communications.
Tax Filing	Kronos will coordinate the communication It is the responsibility of the customer to between MasterTax and the customer. provide Kronos with the necessary tax Kronos will confirm proper configuration of the payroll information to setup the MasterTax exports. export to MasterTax .	
Employee import	An employee import will be configured to pull employee based information into Workforce Ready.	It is the responsibility of the customer to provide a file in a Kronos approved format for the import.
Accrual import	An accrual import will be configured to pull accrual balances into Workforce Ready.	It is the responsibility of the customer to provide a file in a Kronos approved format for the import.
Payroll export	Kronos will provide a standard export file for Ready. Kronos with the necessary import file specifications	It is the responsibility of the customer to provide Workforce Ready. Kronos with the necessary import file specifications for their payroll software.
Training	Kronos will provide 1 administrative training session and up to 2 manager training sessions conduct all employee and any remaining for each software product purchased. manager training sessions.	

SECTION F

Professional and Educational Services Engagement Policies

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

Professional Services:

1. Contractor will provide Ordering Activities with a Professional Services Estimate or Statement of Work that outlines the project deliverables and provides an estimate for the project scope and cost required to complete the engagement, based upon preliminary information provided by Ordering Activity.
2. Contractor and Ordering Activity agree that given the use of estimated times; the Assess Phase of the engagement will be used to determine whether modifications to project scope and cost are required.
3. Any such modification to project scope and cost will be supported through the generation of a Change Order that is signed by the Ordering Activity (see Change Order Process below).
4. The original project scope and cost of an engagement will apply until, and if, the Ordering Activity signs a Change Order.
5. The Professional Services Estimate or Statement of Work is valid for one year from the date of signature.
6. Contractor will invoice the Ordering Activity on a monthly basis for all Professional Services provided during the previous month.
7. Professional Services work will be conducted during normal business hours, 8:00 AM - 5:00 PM, Monday through Friday.
8. All Professional Services work scheduled to start outside of normal business hours will be billed in full at a premium rate described below. For work to be performed After Hours, on Holidays, or on Weekends, an

approved Change Order will be required prior to scheduling (see Change Order Process below). Ordering Activities will be charged as follows:

1. All Professional Services will be scheduled and billed in 4 hour increments with a minimum charge of 4 hours.
 2. After Hours
 - i. All scheduled work will be billed at 1.5 times the current contract rate by role.
 - ii. After Hours are 5:00 PM - 8:00 AM, Monday through Thursday.
 - e. Weekend
 - i. All scheduled work will be billed at 2.0 times the current contract rate by role.
 - ii. Weekend is 5:00 PM Friday- 8:00 AM Monday.
 - f. Holiday
 - i. All scheduled work will be billed at 2.0 times the current contract rate by role.
 - ii. Holiday is recognized Kronos Holiday (see below).
 - g. Onsite Support requiring Travel:
 - i. All travel time (portal to portal) will be billed at the current contract rate by role.
 - ii. Expense reimbursement is pursuant to the agreement covering such Professional Services between the customer and Kronos, subject to the terms and conditions of the GSA Schedule contract, customer order, and applicable Federal travel regulations.
9. Contractor requires notification for the cancellation or rescheduling of Kronos personnel, Ordering Activity will be charged for failure to meet the following notification requirements:
2 business days prior to scheduled work - 50% of planned charges are invoiced for scheduled work.
1 business day prior to scheduled work - 100% of planned charges are invoiced for scheduled work.
Business days are Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays.

Here is an example:

- o *Work is scheduled for Wednesday, 1p - 5p (4 hours)*
 - o *Customer cancels on:*
 - Friday - no penalty
 - Monday - 50% of planned charges are invoiced (2 hours)
 - Tuesday - 100% of planned charges are invoiced (4 hours)
- Here is a holiday example:*
- o *Work is scheduled for Wednesday, 1p - 5p (4 hours)*
 - o *Customer cancels on:*
 - Thursday - no penalty
 - Friday - 50% of planned charges are invoiced (2 hours)
 - Monday- holiday; doesn't count as "business day"
 - Tuesday --- 100% of planned charges are invoiced (4 hours)
- Kronos Professional Services recognizes the following holidays:
New Year's Day President's Day Memorial Day
Independence Day Labor Day
Thanksgiving Day and the day after
Christmas Day

Change Order Process:

1. All changes to the original, signed Professional Services Estimate or Statement of Work will be initiated by the Kronos Project Manager and reflected through the use of a Change Order, approved and signed by the Ordering Activity.
2. A change of project scope and cost, resulting in a Change Order, could result from: an increase or change to project deliverables, Ordering Activity allocated time, Ordering Activity scheduling changes, technology limitations.
3. The last authorized Professional Services Estimate or Statement of Work, including any previously approved Change Orders, will prevail until amended by a subsequent approved Change Order.
4. Unless otherwise addressed within these policies, the hourly rate(s) quoted within a Change Order for work to be performed within normal business hours will be consistent with that contained within the original Professional Service Estimate or Statement of Work, if such Change Order is executed during the course of the original engagement, or within one (1) year of the signing of the original Professional Services Estimate or Statement of Work, whichever is earlier.
5. In instances where specialized resources are requested, but not contained within the original Professional Services Estimate or Statement of Work, the quoted rate will be established at Contractor's then current GSA rate for such requested services.

Educational Services

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

2. Contractor requires notification of cancellation from an Instructor-led class. Ordering Activity will be charged for training upon failure to meet the following notification requirements:
 - a. For any PUBLIC course held in the traditional classroom or in the virtual classroom:
Attendees must cancel at least five business days before the class start *date* to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.
 - b. For any PRIVATE course held at a Ordering Activity site, in the traditional classroom, or in the virtual classroom: Attendees must cancel at least ten business days before the class start date. Student substitutions can be made at any time as long as prerequisites have been met.
3. Contractor through Kronos reserves the right to cancel classes up to five business days before the scheduled start date for public courses held in a Kronos Traditional Classroom (KTC) and up to two business days before the scheduled start date for public courses held in a Kronos Virtual Classroom (KVC) due to lack of enrollment or any other unforeseen circumstances.
4. Educational Services ordered are valid for one (1) year from the date of signature. Educational Service purchased but not used within this one-year period will expire. New Order will need to be reissued by the Contracting Agency
5. All training course delivery scheduled to start outside of normal business hours will be billed in full at a premium rate described below. Ordering Activities will be charged as follows:
 - a. After Hours
There will be a 1.5 times premium in either per student public or per class private day rates. After Hours are 5:00 PM - 8:00 AM, Monday through Thursday.
 - b. Weekend
There will be a 2.0 times premium in either per student public or per class private day rates. Weekend is 5:00 PM Friday - 8:00 AM Monday.
 - c. Holiday
There will be a 2,0 times premium in either per student public or per class private day rates. Holiday is recognized Kronos Holiday (see below).
 - d. Onsite Support requiring Travel:
All travel time (portal to portal) will be billed at the current contract rate by role.
Expense reimbursement is pursuant to the agreement covering such Educational Services between the Ordering Activity and Kronos, subject to the terms and conditions of the GSA Schedule contract, customer order, and applicable Federal travel regulations

Other Policies

1. Kronos personnel working at the Ordering Activity site shall have access to necessary infrastructure (servers, network, etc.) subject to applicable Government security requirements.
2. In instances where Kronos personnel are working remotely access will be granted through the use of industry standard tools (DTS, GoToMyPC, PCAnywhere, etc.), subject to Government prior approval.
3. Ordering Activity agrees to not hire any Kronos employee who has performed services under the Agreement for a period of one-year after the completion of such services, provided that solicitations and subsequent hirings initiated through general newspaper or website advertisements and other general circulation materials not directly targeted at such individuals shall not be deemed solicitations in violation of this sentence.
4. All required system administration, maintenance, backups, tuning, etc., is the responsibility of the Ordering Activity.
5. Ordering Activity Data: To perform the implementation and to provide support after completion, Kronos may need to access and retain information regarding your employees and business organization. Kronos will take all reasonable steps to limit and safeguard the security of this information. We may make recommendations to enhance your organization's procedures for securing your data - these recommendations are intended to enhance the security of any sensitive information that is provided to us. However, there are no guarantees that they will ensure the security of your information, nor should Kronos' actions be viewed as the only safeguards necessary. The security of your data is ultimately your responsibility.

SECTION G
SUPPORT POLICIES AND SERVICES (not applicable to WebTA Software Support Services)

Product Coverage

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

Workforce Central suite

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

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

Workforce Analytics (WFAN) – supported components include:

All procedures and Database Objects associated with the Workforce Analytics databases.

All WFAN for Healthcare Reports accessible through the "WFAN Advanced Reporting" link from the SharePoint Home Page that were delivered through the Core Product.

All Analysis Services Cubes found in the Workforce Analytics databases.

Kronos iSeries Central suite

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

Timekeeper Central

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

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

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

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

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

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

Updates

Ordering Activities electing to undergo a major platform upgrade migration (i.e. from Timekeeper Central to Workforce Central suite or from OptiLink version 6 to OptiLink Plus version 7) are required to purchase the licenses to the new version at the applicable license GSA fees.

Support Exclusions

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

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

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

1. Configuration Changes, Reprogramming, New Programming such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Profiles, Dashboards and Fields
2. Creating New Schedules
3. Terminal Programming and Cold Start
4. Pay Period Changes
5. Programming, modifying, implementing, training or troubleshooting the following:
 - a. Data integration interfaces (i.e. Connect, Integration Manager, Analytics)
 - b. Custom Reports
 - c. Custom Application extensions
6. Editing Process Manager templates and creating new templates
7. Installing or reinstalling Applications such as, but not limited to,
 - a. Adding a Workstation
 - b. Moving the Application
 - c. Reinstalling following a Hard Drive Crash
 - d. Service Packs
8. Database Administration Maintenance or Services such as, but not limited to,
 - a. Database maintenance scripts
 - b. Writing or customizing database scripts for data reporting and/or retrieval
 - c. Performance Tuning
 - d. Sizing
 - e. Disaster Recovery
 - f. Database backup strategy and/or setup
9. Establishing a Non-Production Environment such as, but not limited to,
 - a. Test environments, i.e., application servers, database servers
 - b. K-Demo
10. Troubleshooting Environmental Issues such as, but not limited to,
 - a. Operating System
 - b. Network Issues
 - c. Firewalls
 - d. Servers
 - e. Workstations
 - f. Single Sign On
11. Custom Reports or Custom Application Extensions
12. Implementation or configuration services related to upgrading product such as, but not limited to,
 - a. Software implementation
 - b. Porting custom software (i.e., reports)
 - c. Change management
 - d. Training
 - e. New functionality deployment
 - f. Application interfaces
13. Service to Kronos custom software is not provided, unless otherwise specified on the applicable Order Form for such custom software.
14. Importing new data i.e. from acquisitions or purchasing of another company.
15. Load balancing configuration
16. Virtual server configuration

Support Discontinuance — End of Service Life

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

Reinstatement of Support Services

In the event that Ordering Activity allows Software or Equipment support services to lapse or if Ordering Activity did not originally purchase Software or Equipment support services and wishes to reinstate or procure such services, Ordering Activity must pay (i) the support services fees at current GSA Schedule contract price for such lapsed or unprocured time period for when the products were not on support; and (ii) the annual support services at the then current GSA Schedule contract price for the applicable product(s) by issuing a new purchase order.

Service Coverage Period

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

Support Services groups:

US - 8:00 a.m. - 8:00 p.m. local time

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

Priority Based Support

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

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

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

No workaround is available.

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

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

A workaround is available.

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

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

A workaround is available on the Ordering Activity portal.

Response Time

Response time shall mean from the time the case priority is set by Kronos' Support Center until a Kronos support representative contacts the Ordering Activity to begin service. Kronos utilizes a priority based support focus.

Customers with the most critical request will be serviced in accordance with the following guidelines:

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

All response times are business hours.

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

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

Critical Outages

Contractor through Kronos Global Support will provide continuous effort on all high priority events through either bug identification, the development of a workaround or problem resolution. If this effort goes beyond normal hours, the

case may be passed to the after hours team or to the mission critical support engineer on duty. *On-going continuous effort may also be dependent on the Ordering Activity's ability to provide a resource to work with the Kronos Global Support engineer during this period.*

Technical Escalation

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

The Teams are also integrated with the Development Engineering staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations. For situations that contain multiple cases an Account Manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The Account Manager remains engaged until the situation has been successfully remediated.

Management Escalation

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

Software Support Services and Features

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

Platinum Plus Support Service

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

Platinum Support Service

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

24 x 7 x 365 telephone access to Kronos Global Support

Access to Senior Support Engineers

Response time of 1 hour or less for High, 4 hours or less for Medium, and 1 business day or less for Low Priority calls.

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

Gold Plus Support Service

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

Gold Support Service

Gold Support offers a very well-rounded support program. Included is free access to Kronos Global Support from *8:00 a.m. to 8:00*

p.m. local time, as well as the following entitlements noted below. Gold Support customers also have the option of upgrading to Gold Plus.

SuperSearch (Available to all Support Agreement customers)

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

Knowledge base

Documentation (Manuals and User Guides)

Service packs

Customer forums

Technical Advisories and Technical Insiders

Frequently asked questions (FAQs)

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

Technical Advisories (Available to all Support Agreement customers)

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

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

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

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

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

Technical Insider (Available to Gold and Platinum level customers)

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

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

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

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

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

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

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

Interactive Forms (Available to Platinum level customers)

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

Service Packs (Available to all Support Agreement customers)

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

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

Knowledge Base (Available to all Support Agreement customers)

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

Frequently Asked Questions (Available to all Support Services customers)

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

eCase management (Available to all Support Agreement customers)

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

Documentation (Available to all Support Agreement customers)

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

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

Customer Forums (Available to all Support Agreement customers)

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

Remote Support (Available to all Support Agreement customers)

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

Per-event Software Service

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

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

Conditions:

1. Time billed is minimum billable in accordance with the terms and conditions of the underlying GSA IT Schedule 70 Contract and the Purchase Order.
2. The 8:00 a.m.–5:00 p.m. minimum billable hours apply to software support calls received prior to 5:00 p.m. local time Monday– Friday.
3. The response time for customers without a support agreement is within two business days.

4. Ordering Activities with a Support Agreement receive a 50 percent reduction from the minimum amount of hours.
5. Per-event rates are not discountable.

Equipment / Hardware Support Services

Depot Exchange Service

The premium hardware service option: Contractor through Kronos sends a replacement unit on an advance exchange basis by nextbusiness day delivery if request is received prior to 2:00 p.m. Kronos recommends that Depot Exchange Ordering Activities procure the appropriate number of spare units to maintain adequate coverage while a unit is out of service.

How it works:

You contact Contractor through Kronos to troubleshoot the problem. If unable to resolve the issue, you are issued a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.

You install your spare unit from your inventory.

Contractor through Kronos sends a replacement unit on an advance exchange basis by next-business day delivery if request is received prior to 2:00 p.m.

Upon receipt of replacement, you send the terminal needing service back to the Kronos Equipment Services Center.

Availability:

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

Conditions:

Batching (defined as 2 or more terminals) voids the turn-around time.

You will be charged Contractor's current GSA IT Schedule 70 rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Ordering Activity 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. Ordering Activity'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. Ordering Activity'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. Ordering Activity'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. Ordering Activity's repair, attempted repair or modification of the Products.

Terminals are warranted for 90 days from date of shipment.

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

Depot Repair Service

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

How it works:

You contact Contractor through Kronos to troubleshoot the problem. If unable to resolve the issue, you are issued a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.

You install your spare unit from your inventory.

You send the terminal needing service back to the Kronos Equipment Services Center.

Upon receipt of product, Kronos shall repair the product within ten (10) business days and return to you by regular surface transportation.

Availability:

NOT available from the Australia and China Support Services groups.

Conditions:

Batching (defined as 2 or more terminals) voids the turn-around time.

You will be charged Contractor's current GSA time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Ordering Activity 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. Ordering Activity'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. Ordering Activity'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. Ordering Activity'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. Ordering Activity's repair, attempted repair or modification of the Products.

Repairs are warranted for 90 days from date of shipment.

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

Device Software Maintenance

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

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

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

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

How it works:

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

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

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

Availability:

The Device Software Maintenance offering is available worldwide.

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

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

Per-event Repair Service

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

How it works:

You contact Contractor through Kronos to get a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.

You install your spare unit from your inventory

You send the terminal needing service back to the Kronos Equipment Services Center.

Upon receipt of product, Kronos shall repair the product within fifteen (15) business days and return to the Ordering Activity by regular surface transportation.

Conditions:

Batching (defined as 2 or more terminals) voids the turn-around time.

You will be charged Contractor's current GSA time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Ordering Activity 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. Ordering Activity'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. Ordering Activity'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. Ordering Activity'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. Ordering Activity's repair, attempted repair or modification of the Products.

Repairs are warranted for 90 days from date of shipment.

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

SECTION H WORKFORCE TELESTAFF IVR SERVICE (Licensed or User Based)

This Section H is amending the Section A or D of Attachment A applicable between Contractor and Ordering Activity governing those certain Kronos Workforce Telestaff software applications whether on a perpetual license basis or in a software as a service model.

The parties hereby agree that the following terms and conditions are supplemental terms and conditions to the Section A or D, as applicable and are applicable to the Workforce Telestaff IVR offering ("Telestaff IVR"), a subscription service Contractor through Kronos is authorized to resell. Telestaff IVR can be ordered either on a licensed basis with Port (in which case Telestaff IVR is only available with a perpetual license to Workforce Telestaff and is not hosted by Kronos) ("Workforce Telestaff IVR License Per Port") or on a per minute basis ("Workforce Telestaff IVR Service"). The applicable designation for Telestaff IVR will be indicated on the applicable Order Form.

1. Description. Telestaff IVR is an Interactive Voice Response (IVR) solution, provided solely for Customer's internal use, by which Ordering Activity may initiate phone calls to staff members to fill vacancies or receive notifications of work opportunities for employees who are licensed to use the Kronos Workforce TeleStaff® product. Each exchanged message (notice, response, confirmation, denial) shall be considered an "Interaction."
2. Maintenance. Telestaff IVR maintenance will entitle Ordering Activity to Telestaff IVR phone support and software updates and shall commence on the date set forth in the applicable Order Form. For Workforce Telestaff IVR Service, maintenance will be provided at the same level of support as Ordering Activity's Workforce TeleStaff product at no additional charge. For Workforce Telestaff IVR License Per Port, if Ordering Activity wants maintenance for the Workforce Telestaff IVR License Per Port, Ordering Activity must purchase maintenance for both Workforce TeleStaff and Workforce Telestaff IVR License Per Port, and maintenance for Workforce Telestaff IVR License Per Port will be charged at the same level of support as Workforce TeleStaff (i.e., Gold or Platinum).
3. Implementation. To initiate and setup administration of the required communications, Contractor through Kronos will perform the standard implementation of Telestaff IVR, including configuration, as described in the Statement of Work ("SOW"). Any additional professional services for non-standard implementation services will be provided at

mutually agreed upon rates subject to a separate Order Form or a separate statement of work mutually agreed upon by both parties.

4. Methodology of payment: The Contractor will invoice Ordering Activity as set forth on the GSA Schedule Contract and as follows: (i) for the license fees and annual maintenance associated with the Workforce Telestaff IVR License Per Port, upon execution of the Order Form; or (ii) each month in arrears for the Workforce Telestaff IVR Service usage fees for the total actual number of metered minutes used each month (the "Minute Usage Fee") at a rate identified on the Order Form. Ordering Activity's right to begin using the service shall begin upon activation of the service after implementation/configuration.
5. Restrictions on Telestaff IVR Services; Additional Responsibilities. Ordering Activity agrees that Telestaff IVR has not been designed for, and may not be used as, a means to connect with 911 or E911 emergency services. Contractor shall have no liability for any delays, failures or unavailability of Telestaff IVR due to transmission or other delays, errors or problems beyond Contractor's control, or any other interruptions caused by the mobile communications network and/or mobile devices. Use of Telestaff IVR is subject to the software license terms set forth in the Agreement as well as the provider's Acceptable Use Policy found at: <http://voxeo.com/aup> and Ordering Activity agrees that it shall be liable for all loss, damage or injury that may result from Ordering Activity's failure to abide by such Policy. Ordering Activity acknowledges that communications occurring through Telestaff IVR may be subject to standard mobile carrier policies or government regulatory requirements for mobile communications.
6. Telestaff IVR Security. The Telestaff IVR service relies upon a third party hosted communication platform. Accordingly, notwithstanding any other provision of Section A or D as applicable or this Section H to the contrary, Ordering Activity understands and acknowledges that the exclusive statement of the security protections provided for i) Interactions by Ordering Activity and its employees through Telestaff IVR, and ii) all associated data, is part of the provider's privacy policy which is subject to change with prior written notice. The current security statement is as follows:

Security of Your Personal Information
Contractor's provider takes appropriate technical, physical and administrative steps to protect the security of your information. Access to your personal information is limited only to those employees, contractors or authorized agents of Contractor and its provider who have authorization to access your personal information and such access is limited to the extent such information is needed to fulfill the task for which personal information was collected. While we strive to protect your personal information, we cannot ensure the security of the information you transmit. We recommend you to take every precaution to protect your personal information when you are on the Internet. For example, change your passwords often, use a combination of letters and numbers when creating passwords, and make sure you use a secure browser.
7. Renewal and Termination. The initial term is twelve months commencing upon the execution of the Order Form and will be renewed by the signature of a new order form. Any change will be identified on the Order and shall be in accordance with the pricing and this Attachment.

SECTION I WORKFORCE DIMENSIONS™ TERMS AND CONDITIONS

Ordering Activity and Contractor agree that the terms and conditions set forth below shall apply to the Contractor through Kronos supply of the commercially available version of the Kronos' Workforce Dimensions software as a service and other related offerings specified on an Order Form signed by Ordering Activity (the "Order Form").

Contractor and Ordering Activity hereby agree that these terms and conditions of this Section I of the Attachment A apply for all order

forms for the Services. These terms are effective as of the date the Order Form is accepted by the Contractor ("Effective Date")

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

Exhibit A:

Attachment A-2: Service Level Agreement

Exhibit B: Workforce Dimensions Cloud Guidelines

Exhibit C: Customer Success

Attachment C-1: Customer Success Plans

Attachment C-2: Customer Success Programs

Attachment C-3: Advisory Support Offerings

Exhibit CC: UPDATE Customer Success (Effective as of July 13th 2020)

Attachment CC-1: UPDATED Workforce Dimension Support Policies Exhibit D:

Acceptable Use Policy (AUP):

Exhibit E: AtomSphere Service and Boomi Software

DEFINITIONS

"Section I" means these terms and conditions and the Order Form(s) specific to the Ordering Activity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Educational Services" means (i) KnowledgeMap Learning Portal; (ii) KnowledgeMap Live; and (iii) ala carte educational consulting services.

“Equipment” means Kronos equipment such as time clocks, devices, or other equipment set forth on an Order Form and provided as set forth in Exhibit A.1 of Section A of this Attachment A.

“Equipment Support Services” means the maintenance and support services related to Kronos’ support of Equipment as further described in Attachment A-1.

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

“Fees” means the charges to be paid by Ordering Activity for a particular item.

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

“KnowledgeMap™ Learning Portal” means the online educational portal providing access to self-paced learning modules.

“KnowledgeMap™ Live” means the subscription service providing instructor led training by user role on a rotating course schedule.

“Order Form” means an order form mutually agreed upon by Contractor and Ordering Activity setting forth, among other things, the items ordered by Ordering Activity and to be provided by Contractor through Kronos and the Fees to be paid by Ordering Activity.

“Party(ies)” means Contractor or Ordering Activity, or both of them, as the context dictates.

“PEPM” means the per employee per month fee for a Ordering Activity’s Authorized Users access to the Service.

“Personally Identifiable Information” means information concerning individually identifiable employees of Ordering Activity that is protected against disclosure under Applicable Data Protection Law.

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

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

“Service” means the Contractor through Kronos supply of the commercially available version of the Workforce Dimensions SaaS Applications in Kronos’ hosted environment and the services described in the section related thereto.

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

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

“Term” means the Initial Term and any Renewal Terms.

1. ORDER FORMS

1.1 The following commercial terms may appear on an Order Form:

- a. The Application(s) included in the Service, and the other offerings being ordered by Ordering Activity
- b. Billing Start Date (i.e., the date the billing of the PEPM Fees commences)
- c. Initial Term (i.e., the initial billing term of the Service commencing on the Billing Start Date)
- d. Renewal Term (i.e., the renewal billing term of the Service)
- e. Billing Frequency (i.e., the frequency for the invoicing of the PEPM Fees such as Annual in Advance or Monthly in Arrears)
 - i. “Annual in Advance” means payment is due on an annual basis with the invoice being issued upon execution of the Order Form.
 - ii. “Monthly in Arrears” means payment is due on a monthly basis with the invoice being issued at the end of the month in which the Service was delivered.
- f. Reserved
- g. Reserved

1.2 The following Fees as set forth on the GSA Pricelist may appear on an Order Form:

- a. PEPM Fees for use of the Service, including PEPM Fees for Seasonal Licenses
- b. Customer Success Fees for Premium and Premium Plus Plans
- c. Implementation Services Fees (The Order Form will note if Implementation Services Fees are included in PEPM Fees.)
- d. Equipment Purchase Fees
- e. Equipment Rental Fees
- f. KnowledgeMap™ Live Fees

1.3 Contractor through Kronos may also sell (or rent) Equipment to Ordering Activity, and provide related Equipment Support Services, if included on an Order Form. These offerings are subject to this Agreement and the terms and conditions set forth in Attachment A1.

2. BILLING

2.1 Contractor will invoice the Fees on the Billing Frequency indicated on the Order Form in accordance with the GSA Pricelist. For each Order Form, the billing period of the PEPM Fees will start on the Billing Start Date and will continue for the time period indicated as the Initial Term. Ordering Activity will pay the Fees on the Payment Terms and in the currency, indicated on the Order Form. Ordering Activity will send payment to the attention of Contractor at the address indicated on the applicable invoice unless the Parties have made an alternative payment arrangement (such as credit card, wire transfer, ACH payment or otherwise). Unless expressly provide in this Section I, all amounts paid to Contractor are non-refundable. Each Party is responsible to pay all costs and fees attributable to such Party pursuant to the Shipping Terms indicated on the Order Form.

2.2 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated by Ordering Activity in accordance with the provisions hereof or applicable laws and regulations. At the expiration of the Initial Term and each Renewal Term, as applicable, the Services may renew for additional Renewal Terms by Ordering Activity issuing a new purchase order.

3. IMPLEMENTATION SERVICES, PROFESSIONAL SERVICES, AND EDUCATIONAL SERVICES

3.1 Implementation Services are described in a SOW that the Parties will sign or reference on a signed Order Form. These SOWs are subject to this Section I. Implementation Services are invoiced monthly as delivered, except if otherwise indicated on an Order Form. Each Party will perform their respective obligations as outlined in a signed SOW.

3.2 While Ordering Activity may configure the Applications itself, as part of the Implementation Services as described in an SOW,

Contractor through Kronos may also configure the Applications. Contractor through Kronos will configure the Applications based on Ordering Activity's instructions and direction. Ordering Activity is solely responsible for ensuring that the Configurations comply with Applicable Law.

3.3 Contractor through Kronos may also provide Professional Services to Ordering Activity that do not require an SOW but which will be as set forth on an Order Form.

3.4 The KnowledgeMap™ Learning Portal is included in the PEPM Fees. If included on an Order Form, Contractor through Kronos will also provide a subscription to KnowledgeMap™ Live. The KnowledgeMap Live 1st Year Training will expire one (1) year from purchase. KnowledgeMap Live Subscription and KnowledgeMap Live 5 Pack are coterminous with the Service and will renew with the Service, unless terminated by Ordering Activity upon at least sixty (60) days prior written notice before the start of a Renewal Term. Ordering Activity is permitted to assign one (1) employee to each user account (or seat) included in Ordering Activity's KnowledgeMap Live subscription. The number of permitted seats will appear on the Order Form. Passwords and accounts cannot be shared by multiple users. Ordering Activity will designate one (1) named user account to act as a training administrator. The KnowledgeMap Live 5 Pack entitles Customer to add up to five (5) additional named users.

3.5 Contractor through Kronos may also provide ala carte educational consulting services as Implementation Services or Professional Services as described in an SOW or Order Form.

3.6 The Professional Service policies set forth in Section F of this Attachment A (Professional/Educational Services Policies) shall apply to all Implementation Services and Professional Services provided by Contractor through Kronos. In the event of a conflict between the Professional Services Policies and this Section I, the terms of this Section I shall prevail.

4. SERVICE LEVEL AGREEMENT

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

5. DATA, CONFIDENTIALITY, SECURITY AND PRIVACY

5.1 DATA

5.1.1 Ordering Activity owns Customer Data. Ordering Activity is solely responsible for Customer Data, including ensuring that Customer Data complies with the Acceptable Use Policy and Applicable Law. Ordering Activity is solely responsible for any Claims that may arise out of or relating to Customer Data.

5.1.2 Kronos owns the Aggregated Data. Nothing in this Agreement will prohibit Kronos from utilizing the Aggregated Data for any purposes, provided that Kronos' use of Aggregated Data will anonymize Customer Data, will not reveal any Customer Confidential Information, and will not reveal any Personally Identifiable Information.

5.2 CONFIDENTIALITY

Each Party will treat the Confidential Information of the other Party with 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. Contractor recognizes that courts of competent jurisdiction may require release of confidential information and that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by Kronos. If a request for is made under the Freedom of Information Act is made, the parties agree to cooperate so that confidential information which is covered by the exceptions will be maintained confidential.

5.3 SECURITY AND PRIVACY

5.3.1 Kronos will maintain the Controls throughout the Term.

5.3.2 Each Party will comply with all Applicable Laws, including, without limitation, Data Protection Laws.

5.3.3 Kronos employees will access Customer Data from the locations from which such employees work. Ordering Activity consents to Kronos' handling, collection, use, transfer, and processing of Customer Data to provide the Service. As may be required by Applicable Law, Ordering Activity will ensure that Customer Data may be provided to Kronos for the purposes of providing the Service. Ordering Activity has obtained all necessary consents from individuals to enable Kronos to use the Customer Data to provide the Service. As may be contemplated by the applicable Data Protection Laws, Ordering Activity will remain the "controller" of Customer Data and Kronos will be considered a "processor" of Customer Data.

5.3.4 Contractor through Kronos will notify Ordering Activity in accordance with Applicable Law upon becoming aware of an unauthorized access of Customer Data. To the extent reasonably possible, such a notification will include, at a minimum (i) a description of the breach, (ii) the information that may have been obtained as a result of the breach, and (iii) the corrective action Kronos is taking in response to the breach.

6. WARRANTY

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

7. LICENSE

7.1 Technology License

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

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

8. SCOPE AND AUTHORITY

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

8.2 Access to the Service includes access to the Marketplace feature (the "Marketplace"). The Marketplace allows Ordering Activity to electronically enter into agreements and make transactions such as orders, contracts, statements of work, and notices of cancellation. Ordering Activity shall configure the Marketplace to disable use by its Authorized Users if it does not agree to enter into electronic transactions or agreements. Ordering Activity acknowledges that if it does not disable use of the Marketplace it agrees to be bound by agreements and transactions electronically entered into through the Service.

9. SUSPENSION

9.1 Contractor through Kronos reserves the right to temporarily suspend the Service if in Kronos's reasonable judgment, the Service or any component thereof are about to suffer a significant threat to security or functionality.

9.2 Ordering Activity 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 the AUP. Contractor through Kronos and its third party cloud service provider reserve the right to review Ordering Activity's use of the Service and Customer Data for AUP compliance and enforcement. Ordering Activity acknowledges that failure to comply with the AUP may result in a significant threat to the security or functionality of the Services. If Contractor through Kronos discovers an AUP violation, Contractor through Kronos may temporarily suspend Ordering Activity's use of the Service immediately without notice.

Article 10. TERMINATION

10.1 Effects of Termination

If the Section I is terminated for any reason:

- a. All Fees will be paid by Ordering Activity for amounts owed through the effective date of termination.
- b. Any Fees paid by Ordering Activity for the Service not rendered prior to the effective date of termination will be refunded to Ordering Activity.

- c. Ordering Activity's right to use the Service will end as of the effective date of termination. Notwithstanding such termination, Ordering Activity will have thirty (30) days after the effective date of termination to access the Service for purposes of retrieving Customer Data through tools provided by Contractor through Kronos that will enable Ordering Activity to so extract Customer Data. If Ordering Activity requires a longer period of access to the Service after termination to retrieve Customer Data, such access will be subject to additional Fees. Extended access and use of the Services will be subject to the terms of this Section I.
- d. Contractor through Kronos will delete Customer Data after Ordering Activity's rights to access the Service and retrieve Customer Data have ended. Contractor through Kronos will delete Customer Data in a series of steps and in accordance with Kronos' standard business practices for destruction of Customer Data and system backups. Final deletion of Customer Data will be completed when the last backup that contained Customer Data is overwritten.
- e. Contractor and Ordering Activity will each return or destroy any Confidential Information of the other Party, with any retained Confidential Information remaining subject to this Section I.
- f. Provisions in this Section I which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination will so survive.

11. EXTENT AND LIMITATIONS OF LIABILITY

11.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION I OF THIS ATTACHMENT A, THE TOTAL AGGREGATE LIABILITY OF CONTRACTOR OR CONTRACTOR'S SUPPLIERS TO ORDERING ACTIVITY OR TO ANY THIRD PARTY IN CONNECTION WITH THIS SECTION I WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY ORDERING ACTIVITY, SUCH DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY CONTRACTOR FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY THE DATE IN WHICH SUCH CLAIM ARISES.

11.2 NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES. NEITHER PARTY WILL BE LIABLE FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES. NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICE OR THIS SECTION I. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED.

11.3 THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM KRONOS; NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

12. CHANGES

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

13. FEEDBACK

From time to time, Ordering Activity may provide Feedback. Kronos has sole discretion to determine whether or not to undertake the development of any enhancements, new features or functionality contained in or with Feedback. Ordering Activity hereby grants Kronos a royalty-free, fully paid up, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, distribute, transmit, display, perform, create derivative works of and otherwise fully exercise and commercially exploit the Feedback for any purpose in connection with Kronos' business without any compensation to Ordering Activity or any other restriction or obligation, whether based on intellectual property right claim or otherwise. Any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71. For the avoidance of doubt, no Feedback will be deemed to be Customer Confidential Information, and nothing in this Section I limits Kronos' right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

14. GENERAL

14.1 Ordering Activity and Contractor shall not assign the rights to use the Services without the prior written consent of the other Party and any purported assignment, without such consent shall be void.

Service Level Agreement: Kronos offers the Service Level Agreement and associated SLA Credits as described in this Attachment A-2. This Attachment A-2 does not apply to the Boomi development environment described in Exhibit E.

Availability: The production environment of the Service will maintain 99.75% Availability. SLA Credits become available starting the

month after Ordering Activity's written "go live" confirmation is provided to Kronos.

SLA Credits: If, due to an Outage, the Service does not maintain 99.75% Availability, Ordering Activity is entitled to a credit to Ordering Activity's monthly invoice for the affected month, such credit to be equivalent to 3% of Ordering Activity's monthly PEPM Fees for every 1% of Availability below 99.75%, but in no event to exceed 100% of Ordering Activity's monthly PEPM Fees.

"Outage" means the accumulated time, measured in minutes, during which Ordering Activity is unable to access the production environment for the Service for reasons other than an Excluded Event.

"Excluded Event" means any event that causes unavailability to the Service due to (a) the acts or omissions of Ordering Activity, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos or its third party suppliers providing the Service; (c) failures or malfunctions resulting from circuits provided by Ordering Activity; (d) any inconsistencies or changes in Ordering Activity's source environment, including either intentional or accidental connections or disconnections to the environment; (e) Customer Data; (f) Force Majeure events as governed by FAR 52.212-4(f); (g) expected downtime during the Maintenance Periods described below; (h) any temporary suspension of the Service in accordance with the terms of this Section I; (i) the unavailability of required Ordering Activity personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (j) using an Application in a manner inconsistent with the Documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Kronos to maintain and update the Services, when downtime may be necessary. The Maintenance Period is used for purposes of the Service Credit Calculation; Kronos continuously maintains the production environment on a 24x7 basis to reduce disruptions. The current Maintenance Period is each Saturday, 12:00 AM - 4:00 AM (US) EST.

Service Credit Calculation: An Outage will be deemed to commence when the Service is unavailable to Ordering Activity and ends when Kronos has restored availability to the Service.

Availability Percentage: (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100 and then divided by Monthly Minutes (MM), but not including Excluded Events.

"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 Service is unavailable as the result of an Outage.

Reporting and Claims Process

Kronos will provide Ordering Activity with Availability metrics on a monthly basis for each prior calendar month. Ordering Activity must request the applicable SLA Credits by written notice to Kronos within sixty (60) days of receipt of the metrics. Ordering Activity waives any right to SLA Credits not requested within this time period. All performance calculations and applicable SLA Credits are based on Kronos' records and data unless Ordering Activity can provide Kronos with clear and convincing evidence to the contrary.

Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating SLA Credits.

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

Exhibit B: Workforce Dimensions Cloud Guidelines

Solution Definition	
Tenants included	One standard production tenant One partial copy non-production tenant limited to 18 months of data
Additional tenants	Additional partial copy tenants available for purchase on an annual basis
Connectivity	
Connectivity to service	The customer's end users connect to Workforce Dimensions applications via a secure SSL/TLS connection over the internet. Cooperation between Kronos and the customer's IT staff may be required to enable access. Kronos will assist with validating site connectivity but assumes no responsibility for the customer's internet connection or ISP relationships. Kronos-related internet traffic cannot be filtered by proxy or caching devices on the client network. Workforce Dimensions supports vanity URL, utilizing a single domain.
Connectivity	
SFTP accounts	The Kronos cloud SFTP service provides a generic endpoint for customers to push and pull files — including people import, payroll, accruals, schedules, punches, drivers, and more — to and from the Kronos cloud in support of Kronos® integrations. The service includes two SFTP managed service accounts that customers may use to automate their integrations with the Kronos cloud. All managed service account logins use public key authentication to secure files in transit. Transfers of files up to 100MB are supported. Customers may also purchase additional managed service accounts. User accounts for individual (named) customer login are not supported by the SFTP service.
MPLS/Site-to-cloud (optional)	Customers choosing to utilize MPLS are required to use connections offered by Google Cloud Interconnect service providers and will pay the service provider directly. Kronos will assist in provisioning of the link.
Server-initiated device (optional)	Supported per Documentation (includes two VPN connections)
Usage	
Storage	Storage will be aligned with the number of employees using Workforce Dimensions and the number of software modules being deployed. Storage is covered by the per-employee-per-month fees.
Secure file transfer limits	Integration with Kronos Workforce Dimensions using the Kronos Cloud SFTP service is subject to the following limits: <ul style="list-style-type: none"> - 20 active concurrent sessions per SFTP account - File size transferred per SFTP session not to exceed 100MB - Storage quota of 10GB per SFTP account
Key performance indicators (KPIs)	KPIs can be used to monitor and control business targets and thresholds. Many KPIs are delivered to the customer to track common workforce metrics such as overtime and labor costs. The customer has the option to build additional organization-specific KPIs using the KPI Builder. The number of active KPIs used with Workforce Dimensions applications will be limited to 200 per customer. Additional KPIs may be purchased.
API usage	Data can be accessed through APIs. Kronos reserves the right to limit usage of APIs to preserve the integrity of the system and to charge additional fees for usage of the APIs beyond "normal levels" as required for integrations with other systems. The expected volume of API calls may be exceeded by building additional applications using APIs or routinely extracting large volumes of data to support an external data warehouse.
Policies	
Data refresh	Customer can request that a copy of production tenant be moved to its non-production tenant once per week — up to the limit of data allowable in the non-production tenant.

Kronos application updates	Maintenance updates will be automatically applied as needed. New software releases will be automatically applied according to the release schedule published during the first month of each quarter.
Data retention	As part of the standard offering transactional data will be retained for 3 years in production environment and an additional 4 years in archive. After the 7 years' customers will need to extract data that they require to keep for longer periods of time. Kronos has the right to purge the data after 7 years.
Customer termination support	Upon customer termination, Kronos will provide access to the service for an additional 30 days so the customer may extract data.
Security compliance	A SOC 2 Type 1 report will be published during the first quarter after general availability release. A SOC 2 Type 2 report will be published 12 months after general availability release.
Disaster recovery	Recovery time objective: 24 hours Recovery point objective: 4 hours
Encryption	Data encryption in transit and at rest is included.
Servicelevel agreement uptime	99.75% system availability
Maintenance window	Four hours once a week, according to defined standard schedule: Saturday, midnight – 4:00 a.m. EST
Data usage	Kronos has the right to use scrubbed system data to define benchmarks, understand usage, and establish patterns.
Third parties	The customer may contract with a third party to configure and/or implement Workforce Dimensions applications. The customer will be responsible for creating users in the system for the third party to access the application and for maintaining the permissions those users have within the application. Dedicated service and support accounts can be accessed only by Kronos personnel or contractors employed by Kronos.
Legal Hold	Kronos will comply with applicable laws and regulations when responding to subpoenas and inquiries from government agencies after consultation with customers when applicable and possible. In the event that a customer is subject to a subpoena, litigation discovery request, or government inquiry directed at customer data or documents that are solely within Kronos' control, Kronos will, at the customer's request, make commercially reasonable efforts to provide assistance to the extent that it is technically feasible. The customer will reimburse Kronos for the costs that Kronos incurs to provide such assistance, such as professional services fees, copying, delivery, and other handling expenses. Subject to the above, Kronos will produce the relevant data or documents. Except at its sole discretion or if legally required to do so, Kronos will not entertain requests to store or host legacy or archived customer data or documents for these purposes. Kronos periodically reviews all matters subject to legal hold, including data that is being retained.

EXHIBIT C: CUSTOMER SUCCESS

1. Customer Success Plans
 - 1.1 Contractor through Kronos offers the following Customer Success Plans:
 - a. Standard (included in Ordering Activity's PEPM Fee)
 - b. Premium (available for an additional Fee,¹ minimum annual spend may be required for certain services)
 - c. Premium Plus (available for an additional Fee, minimum annual spend may be required for certain services)
 - 1.2 As part of the Standard Plan, Kronos will provide:
 - a. 24/7 support for infrastructure outages, with always-on maintenance for Application Availability and Outages;
 - b. Kronos Community access: Self-solve issues, access Knowledgebase articles, and open support cases;
 - c. Local Time Zone Support: 8-5 callback support and two-hour email response time to cases Monday to Friday;
 - d. In-Context Support: Screen-specific, built-in assistance within the Applications;
 - e. KnowledgeMap™ Learning Portal: Access to self-paced eLearning and webinars;
 - f. Access to Customer Success;
 - g. Customer Health Monitoring to proactively identify and address potential issues based on Kronos' evaluation of customer experience metrics; and,
 - h. Success Reporting: Automated success dashboard to provide usage data and success tips.

¹ All additional fees will be in accordance with the GSA Pricelist.

- 1.3 Each Plan provides different services and different service coverage periods. The current services of each Plan are described in Attachment C-1. The current services of the corresponding Customer Success Programs – Community, Guided and Signature - are described in Attachment C-2.
- 1.4 Technical Account Manager. A Technical Account Manager (TAM) is included in Premium Plus. A TAM may be added to the Premium Plan for an additional Fee and requires a minimum annual spend. TAMs are senior Technical Support Engineers or former Kronos Application Consultants with industry specific Kronos product knowledge.
- 1.5 The Kronos policies which apply to all Customer Success Plans are set forth attachment C-4.

Customer Success Plans

Attachment C-1

	Standard	Premium	Premium Plus
24x7 Support for Mission Critical Issues	✓	✓	✓
Self-service	✓	✓	✓
Local Time Zone Support	Electronic/Callback Support 8:00 AM – 5:00 PM M-F	Phone/Electronic Support 8:00 AM – 8:00 PM M-F	24 Hour Live Phone/Electronic Support
Email Response Time	2 hours	2 hours	1 hour
Community Support	✓	✓	✓
Training / Education:			
Get Started Training	✓	✓	✓
In-Context Support	✓	✓	✓
eLearning Portal	✓	✓	✓
Advisory Support: (Details on Attachment C-3)			
Support Plus	-	✓	✓
Best Practice Audit	-	-	✓
System Health Check	-	-	✓
Developer Support	-	-	✓

Service Included:	Standard	Premium	Premium Plus*
TAM Resources:			
Technical Account Manager Includes Escalation Manager	-	Fees apply 8:00 AM – 8:00 PM	Included 24 Hour Live Phone/Electronic Support
Help Desk Support			
Direct User/Locations Support	-	Fee in addition to Premium 8:00 AM – 8:00 PM	Fee in addition to Premium 24X7
Customer Success Programs (Details in Attachment C-2):			
Community Success	Included	Included	-
Guided Success	-	Requires minimum spend	-
Signature Success	-	-	Included

Attachment C-2: Customer Success Programs



Community



Guided



Signature

	Community	Guided	Signature
Named Customer Success Manager	Team	Yes – 1 : 25	Yes – 1 : 8
Customer Onboarding Experience	Community	Remote	In-Person
Success Reporting	Dashboard Report - Annually	360 Report – Semi Annually	Insights Report - Quarterly
Product Adoption Guidance	Campaigns	Direct	Direct
Customer Happiness Monitoring	Trends/Campaigns	Direct	Direct
Customized Success Paths with Updates	-	Annually	Quarterly
Live Check In Meetings	-	Quarterly	Monthly
Executive Business Reviews	-	Annually – Remote	Quarterly – In Person

Attachment C-3

Advisory Support Offerings

Support Plus

Description	Delivery Considerations
Evaluate Application beyond a specific fix. Focus on not only issue identified but overall health of the application when engaging support	Delivered as part of each Support case by Support Eng.
Identify known issues and solutions: <ul style="list-style-type: none"> • Quarterly review of PARs fixed/assessment of impact 	<ul style="list-style-type: none"> • Delivered as part of each Support case for area in question • Delivered quarterly in a proactive fashion independent of Support calls
Implementation of new functionality (minor feature releases) <ul style="list-style-type: none"> • Review minor features released in product (assumes CSM will cover major product features with product) • No licensed feature additions 	Delivered based on release cycles

Best Practices Audit

Description	Delivery Considerations
App Review and Audit (Quarterly): <ul style="list-style-type: none"> • Audit of Application and use of Kronos recommended best practices • Evaluation of Application Error conditions and impact on System use <ul style="list-style-type: none"> - Review error logs with an eye toward trends. Proactive identification of configuration changes/pars that may address identified trends or issues • Evaluate overall system performance and tune as needed (Need tools from engineering to provide this) 	Delivered Quarterly with focus on the Application best practices only.
Timeclock review and audit (Quarterly) <ul style="list-style-type: none"> • Flash versions on Kronos Hardware • Review communication error messages <ul style="list-style-type: none"> - Review error logs with an eye toward trends. Proactive identification of configuration changes/pars that may address identified trends or issues 	Delivered Quarterly

Attachment C-4 Workforce Dimensions Support Policies

Kronos provides support services for all customer environments (Production and User Acceptance Testing (UAT)) running the Workforce Dimensions Applications. Upgrades to these environments are included in all Success plans. Configuration of new features may be subject to additional cost depending on complexity.

Support Exclusions

Support services do not include service to the Applications resulting from, or associated with:

1. Failure to use the Applications in accordance with Kronos' published specifications; or
2. Customer's end user computer or operating system malfunctions, including browser and internet connection; or
3. Services required for application programs or conversions from products or software not supplied by Kronos.

Service Coverage Period

Kronos provides support for the Workforce Dimensions Infrastructure 24 hours a day, seven days a week, 365 days a year.

Support coverage hours for the Application for use, usability and "how to" questions depend on the Success Plan purchased with the Service.

Success Plans	Standard	Premium	Premium Plus
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Local Time Zone Support	Electronic submission w/callback Support 8:00 AM – 5:00 PM Monday to Friday*	Phone/Electronic Support 8:00 AM – 8:00 PM Monday to Friday*	24 Hour Live Phone/Electronic Support 7 days per week
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* Excluding Kronos holidays

Priority Based Support

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

High Priority: A critical customer issue with no available workaround where the Applications cannot be accessed, or where the Applications are experiencing major system degradation, and any other related factors resulting in the customer not being able to process their payroll, such as:

- Cloud outage
- Unable to sign-off Time Cards
- Totals are not accurate
- Unable to collect punches from terminals
- Unable to access a critical function within the Applications such as scheduling

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

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

Low Priority: Non-critical problem generally entailing use and usability issues or "how to" questions such as: How do I set up a holiday pay rule?

- How do I run a report?

Response Time

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

Success Plans	Standard	Premium	Premium Plus
Priority			
High	2 hours	2 hours	1 hour
Medium	4 hours	4 hours	4 hours
Low	8 hours	8 hours	8 hours

Critical Outages

Kronos will provide continuous effort on all high priority events through either bug identification, the development of a workaround, or problem resolution. If this effort goes beyond normal business hours, the case may be passed to the after-hours team. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with Kronos during this period.

Technical Escalation

Kronos' case resolution process is a team based approach structured around specific features within the Application suite and staffed by Kronos Support Engineers covering the full spectrum of skill sets and technical expertise. The

teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity to ensure the fastest resolution time possible.

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

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

Management Escalation

Customers may, at any time, ask to speak to a Kronos manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a Kronos Global Support manager, please telephone your Kronos Support Services center and ask to speak to a manager. Phone numbers are listed on the Kronos Community at <https://community.kronos.com/s/article/ka361000000ACDuAAO/KB13193>.

Remote Support

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

Kronos Community

The Community helps you make the most of your Kronos solution by putting tools and resources at your fingertips in a collaborative, intuitive online space — a space that makes opening a case, accessing support, and viewing all your account information easier than ever. Streamlined and searchable, the information you need is just a click away.

Exhibit CC: UPDATED Success Plans (Effective for renewals or of Service ordered after July 13th, 2020)

Section 1. UPDATED Success Plans

1.1 Kronos offers the following Success Plans for Workforce Dimensions:

- a. Essentials (included in Customer's PEPM Fee)
- b. Enhanced (available for an additional Fee as indicated on the Order Form)

1.2 As part of the Essentials Success Plan, Kronos will provide:

- a. Local Time Zone Support: 8am – 8pm Monday to Friday, with two-hour response time to support cases.
- b. 24/7 Mission Critical Support: Immediate and on-going support for a critical issue with no available workaround, where the system or a module may be down, experiencing major system degradation, or other related factors.
- c. Kronos Community Access: Ability to access how-to articles, discussion boards, and open support cases.
- d. Kronos Onboarding Experience: Step-by-step guidance to assist Customer during onboard activities.
- e. KnowledgeMap™: On-line education portal providing access to Kronos e-learning resources.
- f. KnowledgeMap™ Live may be purchased for an additional Fee.
- g. A Technical Account Manager (TAM) may be purchased for an additional Fee: senior Technical Support Engineers or former Kronos Application Consultants with industry-specific Kronos product knowledge.

1.3 As part of the Enhanced Success Plan, Kronos will provide:

- a. All of the services under the Essentials Success Plan.
- b. 24/7 Local Time Zone Support with one-hour response time to support cases.
- c. Dedicated Success Manager included at no additional charge.
- d. Integration/API Support: Assistance with enhancing and updating existing APIs and integrations.
- e. New Feature Review and Activation assistance.
- f. Industry Best Practices Review: Review configuration and use of Workforce Dimensions against industry peers and provide recommendations.
- g. Configuration Review: Assistance with optimizing the use of Workforce Dimensions based on your current usage patterns.

1.4 The Kronos policies set forth in Attachment CC-1 shall apply to all Success Plans.

Attachment C C-1: UPDATED Support Policies:

Kronos provides support services for all customer environments (Production and User Acceptance Testing (UAT)) running the Workforce Dimensions Applications. Upgrades to these environments are included in all Success plans. Configuration of new features may be subject to additional cost depending on complexity.

Support Exclusions

Support services do not include service to the Applications resulting from, or associated with:

1. Failure to use the Applications in accordance with Kronos' published specifications; or
2. Customer's end user computer or operating system malfunctions, including browser and internet connection; or
3. Services required for application programs or conversions from products or software not supplied by Kronos.

Service Coverage Period

Kronos provides support for the Workforce Dimensions Infrastructure 24 hours a day, seven days a week, 365 days a year.

Support coverage hours for the Application for use, usability and "how to" questions depend on the Workforce Dimensions Success Plan purchased with the Service.

Workforce Dimensions Success Plans	Essentials (formerly Community Success and Guided Success)	Enhanced (formerly Signature Success)
Local Time Zone Support	8:00 AM – 8:00 PM Monday to Friday* 2 hour response to support cases * Excluding Kronos holidays	24 Hour x 7 support 1 hour response to support cases

Priority Based Support

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

High Priority: A critical customer issue with no available workaround where the Applications cannot be accessed, or where the Applications are experiencing major system degradation, and any other related factors resulting in the customer not being able to process their payroll, such as:

- Cloud outage
- Unable to sign-off Time Cards
- Totals are not accurate
- Unable to collect punches from terminals
- Unable to access a critical function within the Applications such as scheduling

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

- Intermittent or inconsistent functionality results or data accuracy - accrual balances not matching pay codes but balances are accurate
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- Application performance is inconsistent or fluctuates

Low Priority: Non-critical problem generally entailing use and usability issues or "how to" questions such as:

- How do I set up a holiday pay rule?
- How do I run a report?

Critical Outages

Kronos will provide continuous effort on all high priority events through either bug identification, the development of a workaround, or problem resolution. If this effort goes beyond normal business hours, the case may be passed to the after-hours team. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with Kronos during this period.

Technical Escalation

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

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

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

Management Escalation

Customers may, at any time, ask to speak to a Kronos manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a Kronos Global Support manager, please telephone your Kronos Support Services center and ask to speak to a manager. Phone numbers are listed on the Kronos Community at <https://community.kronos.com/s/article/ka361000000ACDuAAO/KB13193>.

Remote Support

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

Kronos Community

The Community helps you make the most of your Kronos solution by putting tools and resources at your fingertips in a collaborative, intuitive online space — a space that makes opening a case, accessing support, and viewing all your account information easier than ever. Streamlined and searchable, the information you need is just a click away.

Exhibit D: Acceptable Use Policy

This Acceptable Use Policy (this "Policy") describes prohibited uses of the Service. The examples described in this Policy are not exhaustive. If Ordering Activity violates the Policy or authorizes or helps others to do so, Contractor may temporarily suspend use of the Service until the violation is corrected, or submit a claim to the contracting office under the Contract Disputes Act to terminate the Order Form for cause in accordance with the terms of this Section I.

No Illegal, Harmful, or Offensive Use or Content

Ordering Activity may not use, or encourage, promote, facilitate or instruct others to use, the Service for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

- **Illegal Activities.** Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.
- **Harmful or Fraudulent Activities.** Activities that may be harmful to others, Kronos' operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.
- **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others.

- **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

No Security Violations

Ordering Activity may not use the Service to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include:

- **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. Ordering Activity will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System.
- **Interception.** Monitoring of data or traffic on a System without permission.
- **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.
- **No Use of Robots.** Ordering Activity will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)

No Network Abuse

Ordering Activity may not make network connections to any users, hosts, or networks unless Ordering Activity has permission to communicate with them. Prohibited activities include:

- **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- **Operation of Certain Network Services.** Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

No E-Mail or Other Message Abuse

Ordering Activity will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. Ordering Activity will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. Ordering Activity will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

Monitoring and Enforcement

Contractor through Kronos reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the Service. Contractor through Kronos may:

- investigate violations of this Policy or misuse of the Service; or
- temporarily remove, disable access to, or modify any content or resource that violates this Policy and submit a claim to the contracting officer under the Contract Disputes Act to permanently remove, disable, or modify the content.

Contractor through Kronos may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Such reporting may include disclosing appropriate customer information. Contractor through Kronos also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

Reporting of Violations of this Policy

If Ordering Activity becomes aware of any violation of this Policy, Ordering Activity will immediately notify Contractor and provide Contractor with assistance, as requested, to stop or remedy the violation.

Exhibit E: AtomSphere Service and Boomi Software

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

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

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

The Boomi AtomSphere Service is subject to the additional terms and conditions set forth at: www.kronos.com/workforcedimensions/agreement/attachment-e1. These additional terms and conditions apply to all integrations to and from the Service using the Boomi AtomSphere Service, whether done by Ordering Activity or by Kronos. Except as provided in these additional terms and conditions, all terms and conditions of this Section I related to the Service apply to the Boomi AtomSphere Service. Upon termination, Ordering Activity's rights to access the Boomi AtomSphere Service and the Boomi Software also terminates.

Attachment E-1 Boomi AtomSphere Service And Boomi Software Flow Downs

The following provisions are required "flow-down" provisions from our authorized reseller agreement with Boomi, Inc. for the AtomSphere Service and Boomi Software. These terms and conditions apply to all integrations to and from the Kronos Services using the AtomSphere Service and are in addition to the terms of the Agreement for all such integrations. For purposes of these provisions, "Customer" is referred to as "End-Customer" throughout these provisions.

(1) **Restrictions.** Except and only to the extent that the exclusions and limits of this Restrictions Section are prohibited by applicable law, End-Customer may not reverse engineer, decompile, disassemble, or attempt to discover or modify in any way the underlying source code of the Boomi Software, or any part thereof. In addition, End-Customer may not (i) modify, translate, localize, adapt, rent, lease, loan, create or prepare derivative works of, or create a patent based on the Boomi Software or any part thereof, (ii) resell, sublicense or distribute the Boomi Software, (iii) provide, make available to, or permit use of the AtomSphere Service or the Boomi Software, in whole or in part, by any third party (except as expressly set forth herein) without Dell's prior written consent, (iv) use the AtomSphere Service or the Boomi Software to create or enhance a competitive offering or for any other purpose which is competitive to Dell, or (v) perform or fail to perform any act which would result in a misappropriation or infringement of Dell's intellectual property rights in the AtomSphere Service or the Boomi Software. End-Customer understands and agrees that the AtomSphere Service or the Boomi Software may work in conjunction with third party products and End-Customer agrees to be responsible for ensuring that it is properly licensed to use such third party products.

(2) **Proprietary Rights.** End-Customer understands and agrees that (i) the AtomSphere Service or the Boomi Software are protected by copyright and other intellectual property laws and treaties, (ii) Dell, its Affiliates and/or its suppliers own the copyright, and other intellectual property rights in the Products, (iii) the Boomi Software is licensed, and not sold, (iv) this Agreement does not grant EndCustomer any rights to Dell's trademarks or service marks, and (v) Dell reserves any and all rights, implied or otherwise, which are not expressly granted to End-Customer in this Agreement.

(3) **Support.** All technical support related to the AtomSphere Services and Boomi Software shall be provided by Kronos. EndCustomer shall have no right to contact Dell for technical support for the AtomSphere Services and Boomi Software.

(4) **Protected Data.** For purposes of this Section, "Protected Data" means any information or data that is provided by End-Customer to Dell during this Agreement that alone or together with any other information relates to an identified or identifiable natural person or data considered to be personal data as defined under Privacy Laws, and "Privacy Laws" means any applicable law, statute, directive or regulation regarding privacy, data protection, information security obligations and/or the processing of Protected Data.

Except as permitted herein or to the extent required by Privacy Laws or legal process, Dell shall not disclose Protected Data to any third party for any reason. Dell shall implement appropriate technical and organizational measures to prevent unauthorized disclosure of or access to Protected Data by third parties, and shall only store

and process Protected Data as required to fulfill its obligations under this Agreement and any applicable Orders. Dell shall make reasonable efforts to comply with End-Customer's written instructions with respect to the Protected Data; however, Dell shall have no liability to End-Customer for any breach of this Section resulting from Dell's acts or omissions in accordance with any such instructions. Dell shall promptly notify End-Customer of any disclosure or access to the Protected Data by a third party in breach of this Section and shall cooperate with End-Customer to reasonably remediate the effects of such disclosure or access. Dell further affirms to End-Customer that Boomi, Inc. currently abides by the safe harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use and retention of data from the European Union.

End-Customer hereby (i) represents that it has the right to send the Protected Data to Dell, (ii) consents for Dell to store and use the Protected Data worldwide for the sole purpose of performing its obligations under this Agreement and any applicable Orders, (iii) agrees that the Protected Data may be accessed and used by Dell and its Representatives worldwide as may be needed to support Dell's standard business operations, and (iv) agrees that Protected Data consisting of End-Customer contact information (e.g., email addresses, names) provided as part of Maintenance AtomSphere Services may be sent to Dell's third party service providers as part of Dell's services improvement processes.

(5) Infringement. Dell will at its own expense defend or settle any claim, suit, action, or proceeding brought against End-Customer by a third party to the extent it is based on an allegation that the Boomi Software directly infringes any patent, copyright, trademark, or other proprietary right enforceable in the country in which the Boomi Software is delivered to End-Customer, or misappropriates a trade secret in such country (a "Claim"). Additionally, Dell shall pay any judgments finally awarded against End-Customer under a Claim or any amounts assessed against End-Customer in any settlements of a Claim, and reasonable administrative costs or expenses, including without limitation reasonable attorneys' fees, necessarily incurred by End-Customer in responding to the Claim. Dell's obligations under this Section are conditioned upon End-Customer (i) giving prompt written notice of the Claim to Dell; (ii) permitting Dell to retain control of the investigation, defense or settlement of the Claim, and (iii) providing Dell with such cooperation and assistance as Dell may reasonably request from time to time in connection with the investigation, defense or settlement of the Claim. Dell shall have no obligation hereunder to defend End-Customer against any Claim (a) resulting from use of the Boomi Software other than as authorized in this Agreement, (b) resulting from a modification of the Boomi Software other than by Dell, or (c) based on End-Customer's use of the Boomi Software after Dell recommends discontinuation because of possible or actual infringement, (d) based on End-Customer's use of a superseded or altered release of Boomi Software if the infringement would have been avoided by use of a current or unaltered release of the Boomi Software made available to End-Customer, or (e) to the extent the Claim arises from or is based on the use of the Boomi Software with other products, services, or data not supplied by Dell if the infringement would not have occurred but for such use. If End-Customer's use of the Boomi Software is enjoined as a result of a Claim, Dell shall, at its expense and option either (1) obtain for End-Customer the right to continue using the Boomi Software, (2) replace the Boomi Software with a functionally equivalent non-infringing product, (3) modify the Boomi Software so that it is noninfringing, or (4) terminate the License for the infringing Boomi Software and discontinue End-Customer's right to access and use the infringing Boomi Software and refund the unused pro-rated portion of any fees pre-paid by End-Customer for the AtomSphere Service affected by the removal of the infringing Boomi Software. This Section states the entire liability of Dell, and End-Customer's sole and exclusive remedy, with respect to a Claim. Nothing contained herein shall be construed in derogation of the U.S.

Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

(6) Warranty. Dell warrants that the Boomi Software and AtomSphere Service will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Boomi Software and AtomSphere Service written materials accompanying it.

EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING SENTENCE, THERE ARE NO WARRANTIES OR REMEDIES

PROVIDED TO CUSTOMER BY DELL HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL

OTHER WARRANTIES OR REMEDIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING

ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE. DELL DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS. (9) High Risk Disclaimer. END-CUSTOMER

UNDERSTANDS AND AGREES THAT THE PRODUCTS ARE NOT FAULTTOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HIGH-RISK OR HAZARDOUS ENVIRONMENT, INCLUDING WITHOUT LIMITATION, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, AIR TRAFFIC

CONTROL, LIFE SUPPORT MACHINES, WEAPONS SYSTEMS, OR ANY OTHER APPLICATION WHERE THE FAILURE OR

MALFUNCTION OF ANY PRODUCT CAN REASONABLY BE EXPECTED TO RESULT IN DEATH, PERSONAL INJURY, SEVERE PROPERTY DAMAGE OR SEVERE ENVIRONMENTAL HARM (A "HIGH RISK

ENVIRONMENT"). ACCORDINGLY, (I) ENDCUSTOMER SHOULD NOT USE THE PRODUCTS IN A HIGH RISK ENVIRONMENT, (II) ANY USE OF THE PRODUCTS BY CUSTOMER IN A HIGH RISK ENVIRONMENT IS AT CUSTOMERS OWN RISK, (III) DELL, ITS AFFILIATES AND SUPPLIERS SHALL NOT BE LIABLE TO END-CUSTOMER IN ANY WAY FOR USE OF THE PRODUCTS IN A HIGH RISK ENVIRONMENT, AND (IV) DELL MAKES NO WARRANTIES OR ASSURANCES, EXPRESS OR IMPLIED, REGARDING USE OF THE PRODUCTS IN A HIGH RISK ENVIRONMENT.

(7) Export. End-Customer acknowledges that the Boomi Software and AtomSphere Service are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other applicable foreign agencies (the "Export Controls") and agrees to abide by the Export Controls. End-Customer hereby agrees to use the Boomi Software and AtomSphere Service in accordance with the Export Controls, and shall not export, re-export, sell, lease or otherwise transfer the Boomi Software and AtomSphere Service or any copy, portion or direct product of the foregoing in violation of the Export Controls. End-Customer is solely responsible for obtaining all necessary licenses or authorizations relating to the export, re-export, sale, lease or transfer of the Boomi Software and AtomSphere Service and for ensuring compliance with the requirements of such licenses or authorizations. End-

Customer hereby (i) represents that End-Customer is not an entity or person to which shipment of Boomi Software and AtomSphere Service is prohibited by the Export Controls; and (ii) agrees that it shall not export, re-export or otherwise transfer the Boomi Software and AtomSphere Service to (a) any country subject to a United States trade embargo, (b) a national or resident of any country subject to a United States trade embargo, (c) any person or entity to which shipment of Boomi Software and AtomSphere Service is prohibited by the Export Controls, or (d) anyone who is engaged in activities related to the design, development, production, or use of nuclear materials, nuclear facilities, nuclear weapons, missiles or chemical or biological weapons. Except as may be prohibited by applicable law, End-Customer shall, at its expense, defend Dell and its Affiliates from any third party claim or action arising out of any inaccurate representation made by End-Customer regarding the existence of an export license, End-Customer's failure to provide information to Dell to obtain an export license or any allegation made against Dell due to End-Customer's violation or alleged violation of the Export Controls (an "Export Claim") and shall pay any judgments or settlements reached in connection with the Export Claim as well as Dell's costs of responding to the Export Claim.

(8) Hosted Environment.

(a) Data. End-Customer may store data on the systems to which it is provided access in connection with its use of the AtomSphere

Service (the "Hosted Environment"). Dell may periodically make back-up copies of End-Customer data, however such back-ups are not intended to replace End-Customer's obligation to maintain regular data backups or redundant data archives. End-Customer is solely responsible for collecting, inputting and updating all End-Customer data stored in the Hosted Environment, and for ensuring that it does not (i) knowingly create and store data that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) use the Hosted environment for purposes that would reasonably be seen as obscene, defamatory, harassing, offensive or malicious. If the Order states where End-Customer data is to be stored, Dell will not move the data from the specified region without notifying End-Customer, except if Dell is required to do so by law or legal process. Dell shall have the right to delete all End-Customer data stored in connection with the use of the AtomSphere Service thirty (30) days following any termination of this Agreement or any license to Boomi Software granted hereunder.

End-Customer represents and warrants that it has obtained all rights, permissions and consents necessary to use and transfer all

End-Customer and/or third party data within and outside of the country in which End-Customer or the applicable End-Customer Affiliate is located (including providing adequate disclosures and obtaining legally sufficient consents from End-Customer's employees, End-Customers, agents, and contractors). If End-Customer transmits data to a third-party website or other provider that is linked to or made accessible by the AtomSphere Service or Boomi Software, End-Customer will be deemed to have given its consent to Dell enabling such transmission and Dell shall have no liability to End-Customer in connection with any claims by a third party in connection with such transmission.

(b) Conduct. In connection with the use of the Hosted Environment and the AtomSphere Service, End-Customer may not (i) attempt to use or gain unauthorized access to Dell's or to any third-party's networks or equipment; (ii) permit other individuals or entities to copy the Boomi Software; (iii) provide unauthorized access to or use of any Boomi Software or the associated access credentials; (iv) attempt to probe, scan or test the vulnerability of the Boomi Software, the Hosted Environment, or a system, account or network of Dell or any of Dell's End-Customers or suppliers; (v) interfere or attempt to interfere with service to any user, host or network; (vi) engage in fraudulent, offensive or illegal activity of any nature or intentionally engage in any activity that infringes the intellectual property rights or privacy rights of any individual or third-party; (vii) transmit unsolicited bulk or commercial messages; (viii) intentionally distribute worms, Trojan horses, viruses, corrupted files or any similar items; (ix) restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose

or knowledge, to use or enjoy the Boomi Software (except for tools with safety and security functions); or (x) restrict, inhibit, interfere with or otherwise disrupt or cause a performance degradation to any Dell (or Dell supplier) facilities used to provide the Hosted Environment. End-Customer shall cooperate with Dell's reasonable investigation of Hosted Environment outages, security issues, and any suspected breach of this Section.

- (c) Suspension. Dell may temporarily suspend End-Customer's use of Boomi Software and the AtomSphere Service (a) if so required by law enforcement or legal process, (b) in the event of an imminent security risk to Dell or its End-Customers, or (c) if continued use would subject Dell to material liability. Dell shall make commercially reasonable efforts under the circumstances to provide as much prior notice as possible to End-Customer of any such suspension.

- (9) Limitation of Liability. EXCEPT FOR (A) ANY MATERIAL BREACH OF THE "RESTRICTIONS", "CONFIDENTIAL INFORMATION" SECTIONS OF THIS AGREEMENT, (B) AMOUNTS CONTAINED IN JUDGMENTS OR SETTLEMENTS WHICH DELL IS LIABLE TO PAY ON BEHALF OF END-CUSTOMER UNDER THE "INFRINGEMENT" SECTION OF THIS AGREEMENT AND CUSTOMER IS LIABLE TO PAY ON BEHALF OF DELL UNDER THE "CONDUCT" OR "EXPORT" SECTIONS OF THIS AGREEMENT, OR (C) ANY LIABILITY TO THE EXTENT LIABILITY MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF APPLICABLE LAW, IN NO EVENT SHALL END-CUSTOMER, KRONOS, KRONOS' AFFILIATES OR RESELLERS, DELL, DELL'S AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF GOODWILL OR REPUTATION, LOSS OF ANTICIPATED SAVINGS, LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, HOWSOEVER ARISING, WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES AND WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE. The foregoing limitation of liability shall not apply to (1) personal bodily injury or death resulting from Licensor's gross negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law. EXCEPT FOR (A) ANY MATERIAL BREACH OF THE "LICENSE," "RESTRICTIONS," OR "CONFIDENTIAL INFORMATION" SECTIONS OF THIS AGREEMENT, OR ANY OTHER VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (B) DELL'S EXPRESS OBLIGATIONS UNDER THE "INFRINGEMENT" SECTION OF THIS AGREEMENT AND END-CUSTOMER'S EXPRESS OBLIGATIONS UNDER THE "CONDUCT" AND "EXPORT" SECTIONS OF THIS AGREEMENT; (C) DELL BOOMI'S COSTS OF COLLECTING DELINQUENT AMOUNTS THAT ARE NOT SUBJECT TO A GOOD FAITH DISPUTE; OR (D) ANY LIABILITY TO THE EXTENT LIABILITY MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF APPLICABLE LAW, THE MAXIMUM AGGREGATE AND CUMULATIVE LIABILITY OF END-CUSTOMER, KRONOS, KRONOS' AFFILIATES OR RESELLERS, DELL, DELL'S AFFILIATES AND SUPPLIERS UNDER THIS AGREEMENT, WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT THAT IS THREE TIMES THE FEES PAID AND/OR OWED (AS APPLICABLE) BY END-CUSTOMER TO DELL BOOMI DURING THE PRECEDING TWELVE (12) MONTHS, UP TO A MAXIMUM OF US\$1,000,000.00 . THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL PROVIDING PRODUCTS AND SERVICES TO END-CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES OR FAILURES. Dell's Affiliates and suppliers shall be beneficiaries of this "Limitation of Liability" Section; otherwise, no third party beneficiaries exist under this Agreement. Dell expressly excludes any and all liability to any third party.

EXHIBIT B.3 - AGENCY CONTRACT PRICING

SIN	Part#	Description	Price (Contract Price)
33411	3601268-101	InTouch Replacement International Power Kit for external AC Outlet - Slim Enclosure	\$104.03
33411	3601383-101	Cable, Touch ID Plus Sensor to InTouch Main Board USB	\$15.46
33411	3601400-101	Biometric Enrollment PreScan Pad for Touch ID Plus	\$13.20
33411	5200208-106	InTouch Replacement Terminal Block Connector for Transition Board : 6-pin	\$15.20
33411	5200208-108	InTouch Replacement Terminal Block Connector for Transition Board : 8-pin	\$16.00
33411	6800108-001-BC	Employee Encoded - Bar Code	\$1.94
33411	6800109-001-BC	Maintenance Encoded - Bar Code	\$1.94
33411	6800110-001-BC	Supervisor Encoded - Bar Code	\$1.94
33411	6800111-001-MAG	Employee Encoded - Magnetic	\$2.29
33411	6800112-003-MAG	Maintenance Encoded - Magnetic	\$2.29
33411	6800113-003-MAG	Supervisor Encoded - Magnetic	\$2.29
33411	7200210-101	InTouch Replacement NA 12" Power Cord for Mount Over AC Outlet - Standard Enclosure	\$10.56
33411	7200211-101	InTouch Replacement NA 6' Power Cord for external AC Outlet - Standard Enclosure	\$10.56
33411	7200211-102	InTouch Replacement China 6' Power Cord for external AC Outlet - Standard Enclosure	\$10.91
33411	7200211-105	InTouch Replacement UK 6' Power Cord for external AC Outlet - Standard Enclosure	\$10.56
33411	7200211-106	InTouch Replacement Australia 6' Power Cord for external AC Outlet - Standard Enclosure	\$10.91
33411	7200211-107	InTouch Replacement Japan 6' Power Cord for external AC Outlet - Standard Enclosure	\$10.91
33411	7200211-108	InTouch Replacement EURO 6' Power Cord for external AC Outlet - Standard Enclosure	\$10.56
33411	7200222-101	InTouch DX Replacement 6' Power Cord - North America	\$14.88
33411	7800128-101	InTouch Replacement Internal Power Transformer for Standard Enclosure	\$104.03
33411	7800129-101	InTouch Replacement North America Power Kit for external AC Outlet - Slim Enclosure	\$104.03
33411	7800135-101	InTouch Replacement Internal Power Transformer for Standard Enclosure	\$104.03
33411	7800139-101	InTouch DX Replacement Internal Power Transformer	\$194.23
33411	7800140-101	InTouch Replacement Power Kit for external AC Outlet - Slim Enclosure (not available for sale in China)	\$118.19
54151ECOM	8100174-001-SAAS-ENT	Workforce Integration Manager v7 to Telestaff v2/v4 - per employee per month	\$0.29
33411	8400609-101	InTouch Replacement Front Cover Filler Plates (Package of 10)	\$4.00
33411	8400637-101	InTouch Replacement Transformer/Battery Holder Plate -Standard Enclosure	\$4.80
33411	8400637-201	InTouch Replacement Transformer/Battery Holder Plate -Standard Enclosure	\$5.28
33411	8400741-101	InTouch H3/H4 Replacement Front Cover Top Filler Plate	\$4.40
33411	8400918-101	InTouch DX Replacement Reset Switch Access Door	\$6.20
33411	8400918-102	InTouch DX Replacement Reset Switch Access Door	\$4.13

SIN	Part#	Description	Price (Contract Price)
33411	8400919-101	InTouch DX Replacement WiFi Option Access Door	\$6.20
33411	8400919-102	InTouch DX Replacement WiFi Option Access Door	\$4.13
511210	8602772-777 - 1 USER	Workforce Timekeeper 5.2 Creating and Maintaining Schedules Tutorial	\$200.04
511210	8602772-777 - 101-500 USERS	Workforce Timekeeper 5.2 Creating and Maintaining Schedules Tutorial	\$8,001.76
511210	8602772-777 - 11-20 USERS	Workforce Timekeeper 5.2 Creating and Maintaining Schedules Tutorial	\$120.03
511210	8602772-777 - 2-5USERS	Workforce Timekeeper 5.2 Creating and Maintaining Schedules Tutorial	\$160.04
511210	8602772-777 - 21-100 USERS	Workforce Timekeeper 5.2 Creating and Maintaining Schedules Tutorial	\$80.02
511210	8602772-777 - 500+ USERS	Workforce Timekeeper 5.2 Creating and Maintaining Schedules Tutorial	\$16,003.53
511210	8602772-777 - 6-10 USERS	Workforce Timekeeper 5.2 Creating and Maintaining Schedules Tutorial	\$140.03
511210	8602790-777 - 1 USER	Workforce Scheduler 5.2 Managing Schedules for Manufacturing Tutorial	\$200.04
511210	8602790-777 - 101-500 USERS	Workforce Scheduler 5.2 Managing Schedules for Manufacturing Tutorial	\$8,001.76
511210	8602790-777 - 11-20 USERS	Workforce Scheduler 5.2 Managing Schedules for Manufacturing Tutorial	\$120.03
511210	8602790-777 - 2-5USERS	Workforce Scheduler 5.2 Managing Schedules for Manufacturing Tutorial	\$160.04
511210	8602790-777 - 21-100 USERS	Workforce Scheduler 5.2 Managing Schedules for Manufacturing Tutorial	\$80.02
511210	8602790-777 - 500+ USERS	Workforce Scheduler 5.2 Managing Schedules for Manufacturing Tutorial	\$16,003.53
511210	8602790-777 - 6-10 USERS	Workforce Scheduler 5.2 Managing Schedules for Manufacturing Tutorial	\$140.03
33411	8602801-001	Kronos Touch ID Fingerprint Verification Option(all supported countries)	\$960.22
54151ECOM	8602801-001-SAAS	Touch ID Fingerscan Verification Option - monthly rental fee	\$39.47
33411	8602804-001	Modem Option Kit (for 8602800-xxx terminals)	\$200.04
33411	8602806-001	Power-over-Ethernet Option Kit with Battery Back up	\$242.48
33411	8602806-003	Power-over-Ethernet Option Kit without Battery Back up	\$101.03
33411	8602810-001	HID ProxPro Reader Kit	\$660.14
54151ECOM	8602810-001-SAAS	HID ProxPro Reader Kit - monthly rental fee	\$29.60
33411	8602811-001	HID MiniProx Reader Kit	\$660.14
54151ECOM	8602811-001-SAAS	HID MiniProx Reader Kit - monthly rental fee	\$29.60
33411	8602815-011	Universal Relay Option	\$260.35
511210	8603076-000	Workforce Scheduler with Optimization v6	\$46.20
511210	8603076-000GM	Gold Maintenance for Workforce Scheduler with Optimization v6	\$10.21
511210	8603076-000PM	Platinum Maintenance for Workforce Scheduler with Optimization v6	\$11.61
511210	8603077-000	Workforce Operations Planner V6 - per employee	\$46.20
54151ECOM	8603077-000-SAAS-ENT	Workforce Operations Planner V6 - per employee per month	\$2.23
511210	8603077-000GM	Gold Maintenance for Workforce Operations Planner v6 - per employee	\$10.21

SIN	Part#	Description	Price (Contract Price)
511210	8603077-000PM	Platinum Maintenance for Workforce Operations Planner V6 - per employee	\$11.61
511210	8603078-000	Workforce Analytics v6	\$44.01
511210	8603078-000GM	Gold Maintenance for Workforce Analytics v6	\$9.74
511210	8603078-000PM	Platinum Maintenance for Workforce Analytics v6	\$11.06
511210	8603079-000	Workforce Analytics v6 for Retail	\$52.81
511210	8603079-000GM	Gold Maintenance for Workforce Analytics v6 for Retail	\$11.68
511210	8603079-000PM	Platinum Maintenance for Workforce Analytics v6 for Retail	\$13.27
511210	8603080-000	Workforce Analytics v6 for Manufacturing	\$52.81
511210	8603080-000GM	Gold Maintenance for Workforce Analytics v6 for Manufacturing	\$11.68
511210	8603080-000PM	Platinum Maintenance for Workforce Analytics v6 for Manufacturing	\$13.27
511210	8603081-000	Workforce Analytics v6 for Healthcare	\$52.81
511210	8603081-000GM	Gold Maintenance for Workforce Analytics v6 for Healthcare	\$11.68
511210	8603081-000PM	Platinum Maintenance for Workforce Analytics v6 for Healthcare	\$13.27
511210	8603082-001	Workforce Teletime v6 Analog 4, Port, Dialogic	\$16,955.73
511210	8603082-001GM	Gold Maintenance for Workforce Teletime v6 Analog 4, Port, Dialogic	\$3,749.09
511210	8603082-001PM	Platinum MaintenanceforWorkforce Teletime v6 Analog 4, Port, Dialogic	\$4,260.35
511210	8603082-002	Workforce Teletime v6 Analog 8, Port, Dialogic	\$19,076.21
511210	8603082-002GM	Gold Maintenance for Workforce Teletime v6 Analog 8, Port, Dialogic	\$4,217.96
511210	8603082-002PM	Platinum MaintenanceforWorkforce Teletime v6 Analog 8, Port, Dialogic	\$4,793.14
511210	8603082-003	Workforce Teletime v6 Analog 12, Port, Dialogic	\$21,196.67
511210	8603082-003GM	Gold Maintenance for Workforce Teletime v6 Analog 12, Port, Dialogic	\$4,686.81
511210	8603082-003PM	Platinum MaintenanceforWorkforce Teletime v6 Analog 12, Port, Dialogic	\$5,325.94
511210	8603082-004	Workforce Teletime v6 Analog 16, Port, Dialogic	\$23,317.14
511210	8603082-004GM	Gold Maintenance for Workforce Teletime v6 Analog 16, Port, Dialogic	\$5,155.67
511210	8603082-004PM	Platinum MaintenanceforWorkforce Teletime v6 Analog 16, Port, Dialogic	\$5,858.73
511210	8603083-001	Workforce Teletime v6 Digital TI 8, Port, Dialogic	\$25,319.98
511210	8603083-001GM	Gold Maintenance for Workforce Teletime v6 Digital TI 8, Port, Dialogic	\$5,598.53
511210	8603083-001PM	Platinum MaintenanceforWorkforce Teletime v6 Digital TI 8, Port, Dialogic	\$6,361.96
511210	8603083-002	Workforce Teletime v6 Digital TI 16, Port, Dialogic	\$28,160.61
511210	8603083-002GM	Gold Maintenance for Workforce Teletime v6 Digital TI 16, Port, Dialogic	\$6,226.63
511210	8603083-002PM	Platinum MaintenanceforWorkforce Teletime v6 Digital TI 16, Port, Dialogic	\$7,075.70
511210	8603083-003	Workforce Teletime v6 Digital TI 24, Port, Dialogic	\$32,537.57

SIN	Part#	Description	Price (Contract Price)
511210	8603083-003GM	Gold Maintenance for Workforce Teletime v6 Digital TI 24, Port, Dialogic	\$7,194.42
511210	8603083-003PM	Platinum MaintenanceforWorkforce Teletime v6 Digital TI 24, Port, Dialogic	\$8,175.47
511210	8603083-004	Workforce Teletime v6 Digital TI 36, Port, Dialogic	\$38,046.78
511210	8603083-004GM	Gold Maintenance for Workforce Teletime v6 Digital TI 36, Port, Dialogic	\$8,412.57
511210	8603083-004PM	Platinum MaintenanceforWorkforce Teletime v6 Digital TI 36, Port, Dialogic	\$9,559.74
511210	8603083-005	Workforce Teletime v6 Digital TI 48, Port, Dialogic	\$42,598.19
511210	8603083-005GM	Gold Maintenance for Workforce Teletime v6 Digital TI 48, Port, Dialogic	\$9,418.93
511210	8603083-005PM	Platinum MaintenanceforWorkforce Teletime v6 Digital TI 48, Port, Dialogic	\$10,703.33
511210	8603084-001	Workforce Teletime v6 Digital ISDN 8, Port, Dialogic	\$25,319.98
511210	8603084-001GM	Gold Maintenance for Workforce Teletime v6 Digital ISDN 8, Port, Dialogic	\$5,598.53
511210	8603084-001PM	Platinum MaintenanceforWorkforce Teletime v6 Digital ISDN 8, Port, Dialogic	\$6,361.96
511210	8603084-002	Workforce Teletime v6 Digital ISDN 16, Port, Dialogic	\$28,160.61
511210	8603084-002GM	Gold Maintenance for Workforce Teletime v6 Digital ISDN 16, Port, Dialogic	\$6,226.63
511210	8603084-002PM	Platinum MaintenanceforWorkforce Teletime v6 Digital ISDN 16, Port, Dialogic	\$7,075.70
511210	8603084-003	Workforce Teletime v6 Digital ISDN 23, Port, Dialogic	\$31,771.00
511210	8603084-003GM	Gold Maintenance for Workforce Teletime v6 Digital ISDN 23, Port, Dialogic	\$7,024.92
511210	8603084-003PM	Platinum MaintenanceforWorkforce Teletime v6 Digital ISDN 23, Port, Dialogic	\$7,982.86
511210	8603084-004	Workforce Teletime v6 Digital ISDN 36, Port, Dialogic	\$38,046.78
511210	8603084-004GM	Gold Maintenance for Workforce Teletime v6 Digital ISDN 36, Port, Dialogic	\$8,412.57
511210	8603084-004PM	Platinum MaintenanceforWorkforce Teletime v6 Digital ISDN 36, Port, Dialogic	\$9,559.74
511210	8603084-005	Workforce Teletime v6 Digital ISDN 46, Port, Dialogic	\$41,341.11
511210	8603084-005GM	Gold Maintenance for Workforce Teletime v6 Digital ISDN 46, Port, Dialogic	\$9,140.98
511210	8603084-005PM	Platinum MaintenanceforWorkforce Teletime v6 Digital ISDN 46, Port, Dialogic	\$10,387.47
511210	8603085-000	Workforce HR V6	\$54.61
511210	8603085-000GM	Gold Maintenance for Workforce HR V6	\$12.07
511210	8603085-000PM	Platinum Maintenance for Workforce HR V6	\$13.72
511210	8603086-000	Workforce Payroll V6	\$54.61
511210	8603086-000GM	Gold Maintenance for Workforce Payroll V6	\$12.07
511210	8603086-000PM	Platinum Maintenance for Workforce Payroll V6	\$13.72
511210	8603087-000	Workforce HR/PR Administrator V6	\$336.07
511210	8603087-000GM	Gold Maintenance for Workforce HR/PR Administrator V6	\$74.31

SIN	Part#	Description	Price (Contract Price)
511210	8603087-000PM	Platinum Maintenance for Workforce HR/PR Administrator V6	\$84.45
511210	8603088-000	Workforce Employee HR/PR V6	\$29.41
511210	8603088-000GM	Gold Maintenance for Workforce Employee HR/PR V6	\$6.51
511210	8603088-000PM	Platinum Maintenance for Workforce Employee HR/PR V6	\$7.39
511210	8603089-000	Workforce Manager HR/PR V6	\$168.04
511210	8603089-000GM	Gold Maintenance for Workforce Manager HR/PR V6	\$37.16
511210	8603089-000PM	Platinum Maintenance for Workforce Manager HR/PR V6	\$42.22
511210	8603202-000	Kronos iSeries Timekeeper v6	\$32.01
511210	8603202-000GM	Gold Maintenance for Kronos iSeries Timekeeper v6	\$7.07
511210	8603202-000PM	Platinum Maintenance for Kronos iSeries Timekeeper v6	\$8.04
511210	8603203-000	Kronos iSeries Manager v6	\$40.01
511210	8603203-000GM	Gold Maintenance for Kronos iSeries Manager v6	\$8.85
511210	8603203-000PM	Platinum Maintenance for Kronos iSeries Manager v6	\$10.05
511210	8603204-000	Kronos iSeries Employee (formally Professional) v6	\$20.00
511210	8603204-000GM	Gold Maintenance for Kronos iSeries Employee (formally Professional) v6	\$4.43
511210	8603204-000PM	Platinum Maintenance for Kronos iSeries Employee (formally Professional) v6	\$5.03
511210	8603205-000	Kronos iSeries Absence Management v6	\$48.01
511210	8603205-000GM	Gold Maintenance for Kronos iSeries Absence Management v6	\$10.62
511210	8603205-000PM	Platinum Maintenance for Kronos iSeries Absence Management v6	\$12.06
511210	8603206-000	Kronos iSeries Accruals v6	\$16.00
511210	8603206-000GM	Gold Maintenance for Kronos iSeries Accruals v6	\$3.54
511210	8603206-000PM	Platinum Maintenance for Kronos iSeries Accruals v6	\$4.02
511210	8603207-000	Kronos iSeries Scheduler v6	\$32.01
511210	8603207-000GM	Gold Maintenance for Kronos iSeries Scheduler v6	\$7.07
511210	8603207-000PM	Platinum Maintenance for Kronos iSeries Scheduler v6	\$8.04
511210	8603208-000	Kronos iSeries Activities (formally Shopfloor) v6	\$32.01
511210	8603208-000GM	Gold Maintenance for Kronos iSeries Activities (formally Shopfloor) v6	\$7.07
511210	8603208-000PM	Platinum Maintenance for Kronos iSeries Activities (formally Shopfloor) v6	\$8.04
511210	8603209-000	Kronos iSeries Gaming (formally Tips/Toke) v6	\$16.00
511210	8603209-000GM	Gold Maintenance for Kronos iSeries Gaming (formally Tips/Toke) v6	\$3.54
511210	8603209-000PM	Platinum Maintenance for Kronos iSeries Gaming (formally Tips/Toke) v6	\$4.02
511210	8603210-000	Kronos iSeries Debit v6	\$16.00
511210	8603210-000GM	Gold Maintenance for Kronos iSeries Debit v6	\$3.54

SIN	Part#	Description	Price (Contract Price)
511210	8603210-000PM	Platinum Maintenance for Kronos iSeries Debit v6	\$4.02
511210	8603211-000	Kronos iSeries Access v6	\$16.00
511210	8603211-000GM	Gold Maintenance for Kronos iSeries Access v6	\$3.54
511210	8603211-000PM	Platinum Maintenance for Kronos iSeries Access v6	\$4.02
511210	8603212-000	Kronos iSeries Enhanced Reporting Module v6	\$16.00
511210	8603212-000GM	Gold Maintenance for Kronos iSeries Enhanced Reporting Module v6	\$3.54
511210	8603212-000PM	Platinum Maintenance for Kronos iSeries Enhanced Reporting Module v6	\$4.02
511210	8603213-001	Kronos iSeries Payroll Interface - Uni-directional v6	\$2,800.62
511210	8603213-001GM	Gold Maintenance for Kronos iSeries Payroll Interface - Uni-directional v6	\$619.25
511210	8603213-001PM	Platinum Maintenance for Kronos iSeries Payroll Interface - Uni-directional v6	\$703.69
511210	8603214-001	Kronos iSeries Payroll Interface - Bi-directional v6	\$4,000.89
511210	8603214-001GM	Gold Maintenance for Kronos iSeries Payroll Interface - Bi-directional v6	\$884.64
511210	8603214-001PM	Platinum Maintenance for Kronos iSeries Payroll Interface - Bi-directional v6	\$1,005.27
511210	8603215-001	Kronos iSeries MRP Interface - Uni-directional v6	\$8,001.76
511210	8603215-001GM	Gold Maintenance for Kronos iSeries MRP Interface - Uni-directional v6	\$1,769.28
511210	8603215-001PM	Platinum Maintenance for Kronos iSeries MRP Interface - Uni-directional v6	\$2,010.54
511210	8603216-001	Kronos iSeries MRP Interface - Bi-directional v6	\$12,002.65
511210	8603216-001GM	Gold Maintenance for Kronos iSeries MRP Interface - Bi-directional v6	\$2,653.92
511210	8603216-001PM	Platinum Maintenance for Kronos iSeries MRP Interface - Bi-directional v6	\$3,015.81
511210	8603217-001	Kronos iSeries Timekeeper Telephony Interface v6	\$4,000.89
511210	8603217-001GM	Gold Maintenance for Kronos iSeries Timekeeper Telephony Interface v6	\$884.64
511210	8603217-001PM	Platinum Maintenance for Kronos iSeries Timekeeper Telephony Interface v6	\$1,005.27
511210	8603218-001	iSeries Central Scheduling Interface v6	\$4,000.89
511210	8603218-001GM	Gold Maintenance for iSeries Central Scheduling Interface v6	\$884.64
511210	8603218-001PM	Platinum Maintenance for iSeries Central Scheduling Interface v6	\$1,005.27
511210	8603219-001	iSeries Central Accruals Interface v6	\$2,796.62
511210	8603219-001GM	Gold Maintenance for iSeries Central Accruals Interface v6	\$618.37
511210	8603219-001PM	Platinum Maintenance for iSeries Central Accruals Interface v6	\$702.69
511210	8603220-001	iSeries Central Gaming Interface v6	\$4,000.89
511210	8603220-001GM	Gold Maintenance for iSeries Central Gaming Interface v6	\$884.64
511210	8603220-001PM	Platinum Maintenance for iSeries Central Gaming Interface v6	\$1,005.27

SIN	Part#	Description	Price (Contract Price)
511210	8603221-000	Kronos iSeriesTouchScreen v6	\$20.00
511210	8603221-000GM	Gold Maintenance for Kronos iSeriesTouchScreen v6	\$4.43
511210	8603221-000PM	Platinum Maintenance for Kronos iSeriesTouchScreen v6	\$5.03
511210	8603306-000	Kronos iSeries Attendance v6	\$16.00
511210	8603306-000GM	Gold Maintenance for Kronos iSeries Attendance v6	\$3.54
511210	8603306-000PM	Platinum Maintenance for Kronos iSeries Attendance v6	\$4.02
511210	8603307-000	Kronos iSeries Leave v6	\$16.00
511210	8603307-000GM	Gold Maintenance for Kronos iSeries Leave v6	\$3.54
511210	8603307-000PM	Platinum Maintenance for Kronos iSeries Leave v6	\$4.02
33411	8603429-001	InTouch Replacement Microphone Plates (Package of 10)	\$204.84
33411	8603443-001	InTouch Replacement Internal Power Transformer for Standard Enclosure	\$118.19
511210	8603716-000	TeleStaff Enterprise v2	\$112.03
511210	8603716-000GM	Gold Maintenance for TeleStaff Enterprise v2	\$24.77
511210	8603716-000PM	Platinum Maintenance TeleStaff Enterprise v2	\$28.15
511210	8603717-000	Telestaff Web Access - Customer Hosted v2	\$40.01
511210	8603717-000GM	Gold Maintenance for Telestaff Web Access - Customer Hosted v2	\$8.85
511210	8603717-000PM	Platinum Maintenance Telestaff Web Access - Customer Hosted v2	\$10.05
511210	8603718-000	Telestaff Web Access - TSG Hosted v2	\$0.80
511210	8603718-000GM	Gold Maintenance for Telestaff Web Access (14% of Telestaff Enterprise v2) - TSG Hosted v2	\$15.76
511210	8603718-000PM	Platinum Maintenance for Telestaff Web Access (14% of Telestaff Enterprise v2) - TSG Hosted v2	\$15.76
511210	8603719-000	Telestaff Auctions v2	\$40.01
511210	8603719-000GM	Gold Maintenance for Telestaff Auctions v2	\$8.85
511210	8603719-000PM	Platinum Maintenance for Telestaff Auctions v2	\$10.05
511210	8603720-001	Telestaff Gateway Manager v2	\$4,000.89
511210	8603720-001GM	Gold Maintenance for Telestaff Gateway Manager v2	\$884.64
511210	8603720-001PM	Platinum Maintenance for Telestaff Gateway Manager v2	\$1,005.27
511210	8603721-001	Telestaff Reporting v2	\$4,000.89
511210	8603721-001GM	Gold Maintenance for Telestaff Reporting v2	\$884.64
511210	8603721-001PM	Platinum Maintenance for Telestaff Reporting v2	\$1,005.27
511210	8603722-001	Telestaff Web Timecard v2	\$2,000.44
511210	8603722-001GM	Gold Maintenance for Telestaff Web Timecard v2	\$442.32
511210	8603722-001PM	Platinum Maintenance for Telestaff Web Timecard v2	\$502.64
511210	8603726-001	Telestaff Database Sybase License v2 (Base Server License)	\$100.02
511210	8603734-001	Telestaff Database Sybase License v2 (CPU)	\$2,000.44
54151ECOM	8603907-000-SAAS-ENT	Workforce Quick Time Stamp Offline v6 - per employee per month	\$0.86

SIN	Part#	Description	Price (Contract Price)
54151	8603909-000	iSeries Mobile Manager v6 (only available in 6.2 and later)	\$52.53
511210	8603909-000GM	Gold Maintenance for iSeries Mobile Manager v6 (only available in 6.2 and later)	\$11.50
511210	8603909-000PM	Platinum Maintenance for iSeries Mobile Manager v6 (only available in 6.2 and later)	\$13.07
54151	8603910-000	iSeries Mobile Employee v6 (only available in 6.2 and later)	\$6.47
511210	8603910-000GM	Gold Maintenance for iSeries Mobile Employee v6 (only available in 6.2 and later)	\$1.42
511210	8603910-000PM	Platinum Maintenance for iSeries Mobile Employee v6 (only available in 6.2 and later)	\$1.61
54151ECOM	8603923-000	UKG READY TIME	\$5.58
54151ECOM	8603923-000-HR	Workforce Ready HR - Per Employee Per Month	\$4.94
54151ECOM	8603923-000-PAYROLL	Workforce Ready Payroll Pay Statements - Per Employee Per Month	\$4.94
54151ECOM	8603924-000	UKG READY ACCRUALS MANAGER	\$0.93
54151ECOM	8603925-000	UKG READY HR	\$5.58
54151ECOM	8603926-000	Workforce Ready Payroll - PEPM	\$5.96
54151ECOM	8603927-001-ADMIN	Workforce Ready Tax Filing Admin - Per Employee Per Month	\$69.07
54151ECOM	8603927-001-EMPLOYEE	Workforce Ready Tax Filing - Per 40 Employees per Month	\$6.90
54151ECOM	8604004-000-SAAS-ENT	Workforce Task Management V6 - per employee per month	\$1.54
511210	8604006-000	TeleStaff Institution Focus v2	\$16.00
511210	8604006-000-GM	Gold Maintenance for TeleStaff Institution Focus v2	\$3.54
511210	8604006-000-PM	Platinum Maintenance for TeleStaff Institution Focus v2	\$4.02
511210	8604032-000	Workforce Budgeting V7 (Formerly Workforce Operations Planner) - per employee	\$52.01
511210	8604032-000-GM	Workforce Operations Planner V7 - per employee Gold Maintenance	\$11.50
511210	8604032-000-PM	Workforce Operations Planner V7 - per employee Platinum Maintenance	\$13.07
54151ECOM	8604032-000-SAAS-ENT	Workforce Budgeting v7 (formerly Workforce Operations Planner) - per employee per month	\$2.47
511210	8604032-000GM	Gold Maintenance for Workforce Budgeting V7 - per employee	\$11.50
511210	8604032-000PM	Platinum Maintenance for Workforce Budgeting V7 - per employee	\$13.07
511210	8604033-000	Workforce Forecast Manager v7 - per employee	\$52.01
511210	8604033-000-GM	Workforce Forecast Manager v7 - per employee - Gold Maintenance	\$11.50
511210	8604033-000-PM	Workforce Forecast Manager v7 - per employee Platinum Maintenance	\$13.07
54151ECOM	8604033-000-SAAS-ENT	Workforce Forecast Manager v7 - per employee per month	\$2.47
511210	8604034-000	Workforce Tips and Tokens V7 - per employee	\$16.00
54151ECOM	8604034-000- SAAS-ENT	Workforce Tips & Tokens v7- per employee per month	\$0.49
511210	8604034-000-GM	Workforce Tips and Tokens V7 - per employee - Gold Maintenance	\$3.54

SIN	Part#	Description	Price (Contract Price)
511210	8604034-000-PM	Workforce Tips and Tokens V7 - per employee - Platinum Maintenance	\$4.02
511210	8604035-000	Workforce HR V7	\$54.61
511210	8604035-000-GM	Workforce HR V7 Gold Maintenance	\$12.08
511210	8604035-000-PM	Workforce HR V7 Platinum Maintenance	\$13.73
54151ECOM	8604035-000-SAAS	Workforce Human Resources per employee per month	\$1.72
54151ECOM	8604035-000-SAAS-ENT	Workforce Human Resources v7 - per employee per month	\$4.94
511210	8604036-000	Workforce Payroll V7	\$54.61
511210	8604036-000-GM	Workforce Payroll V7 Gold Maintenance	\$12.08
511210	8604036-000-PM	Workforce Payroll V7 Platinum Maintenance	\$13.73
54151ECOM	8604036-000-SAAS	Workforce Payroll (includes Workforce HR/Payroll Admin v7 , Workforce HR/Payroll Employee v7 and Workforce HR/Payroll Manager v7) per employee per month	\$1.72
54151ECOM	8604036-000-SAAS-ENT	Workforce Payroll v7 - per employee per month	\$4.94
511210	8604037-000	Workforce HR/PR Administrator V7	\$336.07
511210	8604037-000-GM	Workforce HR/PR Administrator V7 Gold Maintenance	\$74.31
511210	8604037-000-PM	Workforce HR/PR Administrator V7 Platinum Maintenance	\$84.45
54151ECOM	8604037-000-SAAS	Workforce HR/Payroll Admin	\$2.08
54151ECOM	8604037-000-SAAS-ENT	Workforce HR/Payroll Administrator v7 - per employee per month	\$19.74
511210	8604038-000	Workforce Employee HR/PR V7	\$29.41
511210	8604038-000-GM	Workforce Employee HR/PR V7 Gold Maintenance	\$6.50
511210	8604038-000-PM	Workforce Employee HR/PR V7 Platinum Maintenance	\$7.39
54151ECOM	8604038-000-SAAS-ENT	Workforce HR/Payroll Employee v7 - per employee per month	\$1.48
511210	8604039-000	Workforce Manager HR/PR V7	\$168.04
511210	8604039-000-GM	Workforce Manager HR/PR V7 Gold Maintenance	\$37.16
511210	8604039-000-PM	Workforce Manager HR/PR V7 Platinum Maintenance	\$42.22
54151ECOM	8604039-000-SAAS	Workforce HR/Payroll Manager v7 per employee per month	\$1.04
54151ECOM	8604039-000-SAAS-ENT	Workforce HR/Payroll Manager v7 per Manager per month	\$9.86
511210	8604040-000	Workforce Analytics V7	\$44.01
54151ECOM	8604040-000-SAAS-ENT	Workforce Analytics v7 - per employee per month	\$2.47
511210	8604040-000GM	Gold Maintenance for Workforce Analytics V7 - per employee	\$9.74
511210	8604040-000PM	Platinum Maintenance for Workforce Analytics V7 - per employee	\$11.06
54151ECOM	8604041-000-SAAS-ENT	Workforce Analytics v7 for Retail - per employee per month	\$2.47
54151ECOM	8604042-000-SAAS-ENT	Workforce Analytics v7 for Manufacturing - per employee per month	\$2.47
54151ECOM	8604043-000-SAAS-ENT	Workforce Analytics v7 for Healthcare - per employee per month	\$2.47
511210	8604095-001	Workforce Teletime IP V7, Base System, 5 lines	\$16,003.53

SIN	Part#	Description	Price (Contract Price)
511210	8604095-001GM	Gold Maintenance for Workforce Teletime IP V7, Base System, 5 lines	\$3,538.55
511210	8604095-001PM	Platinum Maintenance for Workforce Teletime IP V7, Base System, 5 lines	\$4,021.09
511210	8604095-002	Workforce Teletime IP V7, additional LINE, (LINES 6-10)	\$2,400.53
511210	8604095-002GM	Gold Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 6-10)	\$530.78
511210	8604095-002PM	Platinum Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 6-10)	\$603.17
511210	8604095-003	Workforce Teletime IP V7, additional LINE, (LINES 11+)	\$800.18
511210	8604095-003GM	Gold Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 11+)	\$176.92
511210	8604095-003PM	Platinum Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 11+)	\$201.05
511210	8604096-001	Workforce Teletime IP V7, Base System, 5 lines, 2nd Language	\$2,400.53
511210	8604096-001GM	Gold Maintenance for Workforce Teletime IP V7, Base System, 5 lines, 2nd Language	\$530.78
511210	8604096-001PM	Platinum Maintenance for Workforce Teletime IP V7, Base System, 5 lines, 2nd Language	\$603.17
511210	8604096-002	Workforce Teletime IP V7, additional LINE, (LINES 6-10), 2nd Language	\$240.05
511210	8604096-002GM	Gold Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 6-10), 2nd Language	\$53.08
511210	8604096-002PM	Platinum Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 6-10), 2nd Language	\$60.32
511210	8604096-003	Workforce Teletime IP V7, additional LINE, (LINES 11+), 2nd Language	\$120.03
511210	8604096-003GM	Gold Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 11+), 2nd Language	\$26.54
511210	8604096-003PM	Platinum Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 11+), 2nd Language	\$30.15
511210	8604097-001	Workforce Teletime IP V7, Base System, 5 lines, 3rd Language	\$2,400.53
511210	8604097-001GM	Gold Maintenance for Workforce Teletime IP V7, Base System, 5 lines, 3rd Language	\$530.78
511210	8604097-001PM	Platinum Maintenance for Workforce Teletime IP V7, Base System, 5 lines, 3rd Language	\$603.17
511210	8604097-002	Workforce Teletime IP V7, additional LINE, (LINES 6-10), 3rd Language	\$240.05
511210	8604097-002GM	Gold Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 6-10), 3rd Language	\$53.08
511210	8604097-002PM	Platinum Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 6-10), 3rd Language	\$60.32
511210	8604097-003	Workforce Teletime IP V7, additional LINE, (LINES 11+), 3rd Language	\$120.03
511210	8604097-003GM	Gold Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 11+), 3rd Language	\$26.54

SIN	Part#	Description	Price (Contract Price)
511210	8604097-003PM	Platinum Maintenance for Workforce Teletime IP V7, additional LINE, (LINES 11+), 3rd Language	\$30.15
54151ECOM	8604105-001-SAAS-ENT	KSS Tool Timecard Confirmation v7 - per month	\$197.33
54151ECOM	8604106-001-SAAS-ENT	KSS Tool Attestation Tool Kit v7 - per employee per month	\$0.49
54151ECOM	8604108-001-SAAS-ENT	KSS Tool Kronos Time Capture for Cisco v7 - per employee per month	\$1.48
511210	8604109-001	KSS Tool Full Time - Part Time Analysis Report V7	\$4,000.88
511210	8604109-001-000-GM	KSS Tool Full Time - Part Time Analysis Report v7 (Site License) Gold Support	\$884.64
511210	8604109-001-000-PM	KSS Tool Full Time - Part Time Analysis Report v7 (Site License) Platinum Support	\$1,005.27
54151ECOM	8604109-001-SAAS-ENT	KSS Tool FT-PT Analysis Report v7 - per month	\$246.66
511210	8604110-000	Quick Time Stamp Offline V8 - per employee	\$20.00
511210	8604110-000-GM	Quick Time Stamp Offline v7 - per employee-Gold Maintenance	\$4.42
511210	8604110-000-PM	Quick Time Stamp Offline v7 - per employee Platinum Maintenance	\$5.03
511210	8604110-000GM	Gold Maintenance for Quick Stamp Offline V8 - per employee	\$4.42
511210	8604110-000PM	Platinum Maintenance for Quick Stamp Offline V8 - per employee	\$5.03
511210	8604134-001	Workforce Payroll ADP Interface V7	\$6,001.33
511210	8604134-001-GM	Workforce Payroll ADP Interface V7 Gold Maintenance	\$1,326.96
511210	8604134-001-PM	Workforce Payroll ADP Interface V7 Platinum Maintenance	\$1,507.91
511210	8604136-001	Workforce Payroll Ceridian Interface V7	\$20,004.40
511210	8604136-001-GM	Workforce Payroll Ceridian Interface V7 Gold Maintenance	\$4,423.20
511210	8604136-001-PM	Workforce Payroll Ceridian Interface V7 Platinum Maintenance	\$5,026.36
511210	8604138-000	Workforce TeleStaff Enterprise v4	\$108.03
511210	8604138-000-GM	Gold Maintenance for Workforce TeleStaff Enterprise v4	\$23.89
511210	8604138-000-PM	Platinum Maintenance for Workforce TeleStaff Enterprise v4	\$27.14
54151ECOM	8604138-000-SAAS	Workforce Telestaff Enterprise per employee per month	\$1.90
54151ECOM	8604138-000-SAAS-ENT	Workforce Telestaff Enterprise v4 - per employee per month	\$4.94
511210	8604139-000	Workforce TeleStaff Global Access	\$20.00
511210	8604139-000-GM	Gold Maintenance for Workforce TeleStaff Global Access	\$4.42
511210	8604139-000-PM	Platinum Maintenance for Workforce TeleStaff Global Access	\$5.03
54151ECOM	8604139-000-SAAS	Workforce Telestaff Global Access per employee per month	\$0.38
54151ECOM	8604139-000-SAAS-ENT	Workforce Telestaff Global Access v4 - per employee per month	\$0.99
511210	8604140-001	Workforce TeleStaff Gateway Manager v4	\$4,000.88
511210	8604140-001-GM	Gold Maintenance for Workforce TeleStaff Gateway Manager v4	\$884.64

SIN	Part#	Description	Price (Contract Price)
511210	8604140-001-PM	Platinum Maintenance for Workforce TeleStaff Gateway Manager v4	\$1,005.27
54151ECOM	8604140-001-SAAS	Workforce TeleStaff Gateway Manager (site license qty 1)	\$56.98
54151ECOM	8604140-001-SAAS-ENT	Workforce Telestaff Gateway Manager v4 - per month	\$148.00
54151ECOM	8604141-001-SAAS-ENT	Workforce Telestaff Gateway Manager v4 interface to WFC v6/v7 - per employee per month	\$0.29
511210	8604142-000	Workforce TeleStaff Institution Focus v4	\$16.00
511210	8604142-000-GM	Gold Maintenance for Workforce TeleStaff Institution Focus v4	\$3.54
511210	8604142-000-PM	Platinum Maintenance for Workforce TeleStaff Institution Focus v4	\$4.02
54151ECOM	8604142-000-SAAS	Workforce Telestaff Institution Focus per employee per month	\$0.28
54151ECOM	8604142-000-SAAS-ENT	Workforce Telestaff Institution Focus v4 - per employee per month	\$0.74
511210	8604143-000	Workforce TeleStaff Contact Manager v4	\$12.00
511210	8604143-000-GM	Gold Maintenance for Workforce TeleStaff Contact Manager v4	\$2.65
511210	8604143-000-PM	Platinum Maintenance for Workforce TeleStaff Contact Manager v4	\$3.01
54151ECOM	8604143-000-SAAS	Workforce Telestaff Contact Manager per employee per month	\$0.20
54151ECOM	8604143-000-SAAS-ENT	Workforce Telestaff Contact Manager v4 - per employee per month	\$0.49
511210	8604145-000	Workforce Telestaff Bidding V4 - per employee	\$40.01
54151ECOM	8604145-000-SAAS	UKG TELESTAFF BIDDING V4 SAAS	\$1.86
54151ECOM	8604145-000-SAAS-ENT	Workforce Telestaff Bidding v4 - per employee per month	\$1.97
511210	8604145-000GM	Gold Maintenance for Workforce Telestaff Bidding V4 - per employee	\$8.85
511210	8604145-000PM	Platinum Maintenance for Workforce Telestaff Bidding V4 - per employee	\$10.05
54151ECOM	8604148-000	UKG READY ACA MANAGER	\$0.46
54151ECOM	8604150-000	UKG READY LEAVE	\$1.39
54151ECOM	8604150-000-LEAVE	Workforce Ready Leave- Per Employee Per Month	\$1.48
54151ECOM	8604173-000-SAAS	Workforce Collaboration Per Employee Per Month	\$0.70
54151ECOM	8604173-000-SAAS-ENT	Workforce Collaboration v7 - per employee per month	\$0.49
511210	8604180-001	TimeLink Direct Edition Server v5 for InTouch/WFC	\$13,591.00
511210	8604180-001GM	Gold Maintenance for TimeLink Direct Edition Server v5 for InTouch/WFC	\$3,005.12
511210	8604180-001PM	Platinum Maintenance for TimeLink Direct Edition Server v5 for InTouch/WFC	\$3,414.91
511210	8604181-000	TimeLink Direct Edition Workforce Access License for InTouch/WFC	\$13.61
511210	8604181-000GM	Gold Maintenance for TimeLink Direct Edition Workforce Access License for InTouch/WFC	\$3.01
511210	8604181-000PM	Platinum Maintenance for TimeLink Direct Edition Workforce Access License for InTouch/WFC	\$3.42

SIN	Part#	Description	Price (Contract Price)
511210	8604182-000	TimeLink Direct Edition WebClock User License for InTouch	\$12.00
511210	8604182-000GM	Gold Maintenance for TimeLink Direct Edition WebClock User License for InTouch	\$2.65
511210	8604182-000PM	Platinum Maintenance for TimeLink Direct Edition WebClock User License for InTouch	\$3.01
511210	8604194-000	Workforce Forecast Manager for Healthcare V7 - per employee	\$7.20
511210	8604194-000GM	Gold Maintenance for Workforce Forecast Manager for Healthcare V7 - per employee	\$1.60
511210	8604194-000PM	Platinum Maintenance for Workforce Forecast Manager for Healthcare V7 - per employee	\$1.81
511210	8604201-000	Workforce Analytics for Public Sector V7 - per employee	\$64.02
54151ECOM	8604201-000-SAAS-ENT	Workforce Analytics v7 for Public Sector - per employee per month	\$2.47
511210	8604201-000GM	Gold Maintenance for Workforce Analytics for Public Sector V7 - per employee	\$14.15
511210	8604201-000PM	Platinum Maintenance for Workforce Analytics for Public Sector V7 - per employee	\$16.08
54151ECOM	8604202-000	UKG READY COMPENSATION	\$0.93
511210	8604210-000	Workforce Workload Manager for Healthcare V7 - per employee	\$28.01
511210	8604210-000GM	Gold Maintenance for Workforce Workload Manager for Healthcare V7 - per employee	\$6.19
511210	8604210-000PM	Platinum Maintenance for Workforce Workload Manager for Healthcare V7 - per employee	\$7.03
511210	8604211-000	Workforce Target Intelligence for Healthcare V7 - per employee	\$16.00
511210	8604211-000GM	Gold Maintenance for Workforce Target Intelligence for Healthcare V7 - per employee	\$3.54
511210	8604211-000PM	Platinum Maintenance for Workforce Target Intelligence for Healthcare V7 - per employee	\$4.02
511210	8604246-000	Kronos iSeries Timekeeper v7 - per employee	\$32.01
511210	8604246-000GM	Gold Maintenance for Kronos iSeries Timekeeper v7 - per employee	\$7.08
511210	8604246-000PM	Platinum Maintenance for Kronos iSeries Timekeeper v7 - per employee	\$8.04
511210	8604247-000	Kronos iSeries Manager v7 - per employee	\$52.01
511210	8604247-000GM	Gold Maintenance for Kronos iSeries Manager v7 - per employee	\$11.50
511210	8604247-000PM	Platinum Maintenance for Kronos iSeries Manager v7 - per employee	\$13.07
511210	8604248-000	Kronos iSeries Employee (formally Professional) v7 - per employee	\$20.00
511210	8604248-000GM	Gold Maintenance for Kronos iSeries Employee (formally Professional) v7 - per employee	\$4.42
511210	8604248-000PM	Platinum Maintenance for Kronos iSeries Employee (formally Professional) v7 - per employee	\$5.03
511210	8604249-000	Kronos iSeries Absence Management v7 - per employee	\$48.01
511210	8604249-000GM	Gold Maintenance for Kronos iSeries Absence Management v7 - per employee	\$10.61

SIN	Part#	Description	Price (Contract Price)
511210	8604249-000PM	Platinum Maintenance for Kronos iSeries Absence Management v7 - per employee	\$12.06
511210	8604250-000	Kronos iSeries Accruals v7 - per employee	\$16.00
511210	8604250-000GM	Gold Maintenance for Kronos iSeries Accruals v7 - per employee	\$3.54
511210	8604250-000PM	Platinum Maintenance for Kronos iSeries Accruals v7 - per employee	\$4.02
511210	8604251-000	Kronos iSeries Scheduler v7 - per employee	\$32.01
511210	8604251-000GM	Gold Maintenance for Kronos iSeries Scheduler v7 - per employee	\$7.08
511210	8604251-000PM	Platinum Maintenance for Kronos iSeries Scheduler v7 - per employee	\$8.04
511210	8604252-000	Kronos iSeries Activities (formally Shopfloor) v7 - per employee	\$32.01
511210	8604252-000GM	Gold Maintenance for Kronos iSeries Activities (formally Shopfloor) v7 - per employee	\$7.08
511210	8604252-000PM	Platinum Maintenance for Kronos iSeries Activities (formally Shopfloor) v7 - per employee	\$8.04
511210	8604253-000	Kronos iSeries Gaming (formally Tips/Toke) v7 - per employee	\$16.00
511210	8604253-000GM	Gold Maintenance for Kronos iSeries Gaming (formally Tips/Toke) v7 - per employee	\$3.54
511210	8604253-000PM	Platinum Maintenance for Kronos iSeries Gaming (formally Tips/Toke) v7 - per employee	\$4.02
511210	8604254-000	Kronos iSeries Debit v7 - per employee	\$16.00
511210	8604254-000GM	Gold Maintenance for Kronos iSeries Debit v7 - per employee	\$3.54
511210	8604254-000PM	Platinum Maintenance for Kronos iSeries Debit v7 - per employee	\$4.02
511210	8604255-000	Kronos iSeries Access v7 - per employee	\$16.00
511210	8604255-000GM	Gold Maintenance for Kronos iSeries Access v7 - per employee	\$3.54
511210	8604255-000PM	Platinum Maintenance for Kronos iSeries Access v7 - per employee	\$4.02
511210	8604256-000	Kronos iSeries Enhanced Reporting Module v7 - per employee	\$16.00
511210	8604256-000GM	Gold Maintenance for Kronos iSeries Enhanced Reporting Module v7 - per employee	\$3.54
511210	8604256-000PM	Platinum Maintenance for Kronos iSeries Enhanced Reporting Module v7 - per employee	\$4.02
511210	8604257-001	Kronos iSeries Payroll Interface - Uni-directional v7 - per License	\$3,484.77
511210	8604257-001GM	Gold Maintenance for Kronos iSeries Payroll Interface - Uni-directional v7 - per License	\$752.83
511210	8604257-001PM	Platinum Maintenance for Kronos iSeries Payroll Interface - Uni-directional v7 - per License	\$855.49
511210	8604258-001	Kronos iSeries Payroll Interface - Bi-directional v7 - per License	\$5,213.15
511210	8604258-001GM	Gold Maintenance for Kronos iSeries Payroll Interface - Bi-directional v7 - per License	\$1,152.69
511210	8604258-001PM	Platinum Maintenance for Kronos iSeries Payroll Interface - Bi-directional v7 - per License	\$1,309.87

SIN	Part#	Description	Price (Contract Price)
511210	8604259-001	Kronos iSeries MRP Interface - Uni-directional v7 - per License	\$9,718.14
511210	8604259-001GM	Gold Maintenance for Kronos iSeries MRP Interface - Uni-directional v7 - per License	\$2,148.79
511210	8604259-001PM	Platinum Maintenance for Kronos iSeries MRP Interface - Uni-directional v7 - per License	\$2,441.80
511210	8604260-001	Kronos iSeries MRP Interface - Bi-directional v7 - per License	\$13,719.03
511210	8604260-001GM	Gold Maintenance for Kronos iSeries MRP Interface - Bi-directional v7 - per License	\$3,033.43
511210	8604260-001PM	Platinum Maintenance for Kronos iSeries MRP Interface - Bi-directional v7 - per License	\$3,447.08
511210	8604261-001	Kronos iSeries Timekeeper Telephony Interface v7 - per License	\$5,213.15
511210	8604261-001GM	Gold Maintenance for Kronos iSeries Timekeeper Telephony Interface v7 - per License	\$1,143.76
511210	8604261-001PM	Platinum Maintenance for Kronos iSeries Timekeeper Telephony Interface v7 - per License	\$1,309.87
511210	8604262-001	iSeries Central Scheduling Interface v7 - per License	\$5,213.15
511210	8604262-001GM	Gold Maintenance for iSeries Central Scheduling Interface v7 - per License	\$1,143.76
511210	8604262-001PM	Platinum Maintenance for iSeries Central Scheduling Interface v7 - per License	\$1,309.87
511210	8604263-001	iSeries Central Accruals Interface v7 - per License	\$3,404.75
511210	8604263-001GM	Gold Maintenance for iSeries Central Accruals Interface v7 - per License	\$752.83
511210	8604263-001PM	Platinum Maintenance for iSeries Central Accruals Interface v7 - per License	\$855.49
511210	8604264-001	iSeries Central Gaming Interface v7 - per License	\$9,718.14
511210	8604264-001GM	Gold Maintenance for iSeries Central Gaming Interface v7 - per License	\$2,148.79
511210	8604264-001PM	Platinum Maintenance for iSeries Central Gaming Interface v7 - per License	\$2,441.80
511210	8604265-000	Kronos iSeries TouchScreen v7 - per employee	\$20.00
511210	8604265-000GM	Gold Maintenance for Kronos iSeries TouchScreen v7 - per employee	\$4.42
511210	8604265-000PM	Platinum Maintenance for Kronos iSeries TouchScreen v7 - per employee	\$5.03
511210	8604269-000	Kronos iSeries Attendance v7 - per employee	\$16.00
511210	8604269-000GM	Gold Maintenance for Kronos iSeries Attendance v7 - per employee	\$3.54
511210	8604269-000PM	Platinum Maintenance for Kronos iSeries Attendance v7 - per employee	\$4.02
511210	8604270-000	Kronos iSeries Leave v7 - per employee	\$16.00
511210	8604270-000GM	Gold Maintenance for Kronos iSeries Leave v7 - per employee	\$3.54
511210	8604270-000PM	Platinum Maintenance for Kronos iSeries Leave v7 - per employee	\$4.02
511210	8604271-000	Kronos iSeries Terminal Entry v7 - per employee	\$16.00
511210	8604271-000GM	Gold Maintenance for Kronos iSeries Terminal Entry v7 - per employee	\$3.54

SIN	Part#	Description	Price (Contract Price)
511210	8604271-000PM	Platinum Maintenance for Kronos iSeries Terminal Entry v7 - per employee	\$4.02
511210	8604272-000	Kronos iSeries Activities Entry v7 (formally Shopfloor Terminal Entry) - per employee	\$16.00
511210	8604272-000GM	Gold Maintenance for Kronos iSeries Activities Entry v7 (formally Shopfloor Terminal Entry) - per employee	\$3.54
511210	8604272-000PM	Platinum Maintenance for Kronos iSeries Activities Entry v7 (formally Shopfloor Terminal Entry) - per employee	\$4.02
511210	8604273-000	Kronos iSeries History v7 - per employee	\$16.00
511210	8604273-000GM	Gold Maintenance for Kronos iSeries History v7 - per employee	\$3.54
511210	8604273-000PM	Platinum Maintenance for Kronos iSeries History v7 - per employee	\$4.02
511210	8604275-000	iSeries V7 Mobile Manager- per employee	\$42.04
511210	8604275-000GM	Gold Maintenance for iSeries Mobile Manager 7 - per employee	\$9.35
511210	8604275-000PM	Platinum Maintenance for iSeries Mobile Manager- per employee	\$10.61
511210	8604276-000	iSeries V7 Mobile Employee - per employee	\$5.18
511210	8604276-000GM	Gold Maintenance for iSeries Mobile Employee - per employee	\$1.15
511210	8604276-000PM	Platinum Maintenance for iSeries Mobile Employee - per employee	\$1.30
511210	8604277-001	Kronos iSeries Timekeeper TeleStaff Interface v7 - per License	\$9,718.14
511210	8604277-001GM	Gold Maintenance for Kronos iSeries Timekeeper TeleStaff Interface v7 - per License	\$2,148.79
511210	8604277-001PM	Platinum Maintenance for Kronos iSeries Timekeeper TeleStaff Interface v7 - per License	\$2,441.80
511210	8604278-000	Workforce Tablet for iSeries v7 - per employee	\$79.22
511210	8604278-000GM	Gold Maintenance for Workforce Tablet for iSeries v7 - per employee	\$17.52
511210	8604278-000PM	Platinum Maintenance for Workforce Tablet for iSeries v7 - per employee	\$19.90
511210	8604279-001	Kronos iSeries Smart View Printing Tool v7 - per License	\$3,200.71
511210	8604279-001GM	Gold Maintenance for Kronos iSeries Smart View Printing Tool v7 - per License	\$707.71
511210	8604279-001PM	Platinum Maintenance for Kronos iSeries Smart View Printing Tool v7 - per License	\$804.22
54151ECOM	8604288-000	UKG READY SCHEDULER	\$2.32
511210	8604300-000	Workforce Budgeting V8 - per employee (Formerly Workforce Operations Planner)	\$52.01
54151ECOM	8604300-000-SAAS-ENT	Workforce Budgeting v8 (formerly Workforce Operations Planner) - per employee per month	\$2.47
54151ECOM	8604300-000-SAAS-SMB	Workforce Budgeting v8 (formerly Workforce Operations Planner) - per employee per month	\$2.47
511210	8604300-000GM	Gold Maintenance for Workforce Budgeting V8 - per employee	\$11.50
511210	8604300-000PM	Platinum Maintenance for Workforce Budgeting V8 - per employee	\$13.07
511210	8604301-000	Workforce Forecast Manager V8 - per employee	\$52.01

SIN	Part#	Description	Price (Contract Price)
54151ECOM	8604301-000-SAAS-ENT	Workforce Forecast Manager v8 - per employee per month	\$2.47
54151ECOM	8604301-000-SAAS-SMB	Workforce Forecast Manager v8 - per employee per month	\$2.47
511210	8604301-000GM	Gold Maintenance for Workforce Forecast Manager V8 - per employee	\$11.50
511210	8604301-000PM	Platinum Maintenance for Workforce Forecast Manager V8 - per employee	\$13.07
511210	8604302-000	Workforce Tips and Tokes V8 - per employee	\$16.00
54151ECOM	8604302-000- SAAS-SMB	Workforce Tips & Tokes v8- per employee per month	\$0.49
54151ECOM	8604302-000-SAAS-ENT	Workforce Tips & Tokes v8- per employee per month	\$0.49
511210	8604302-000GM	Gold Maintenance for Workforce Tips and Tokes V8 - per employee	\$3.54
511210	8604302-000PM	Platinum Maintenance for Workforce Tips and Tokes V8 - per employee	\$4.02
511210	8604303-000	Workforce HR V8	\$54.61
54151ECOM	8604303-000-SAAS-ENT	Workforce Human Resources v8 - per employee per month	\$4.94
54151ECOM	8604303-000-SAAS-SMB	Workforce Human Resources v8 - per employee per month	\$4.94
511210	8604303-000GM	Gold Maintenance for Workforce HR V8 - per employee	\$12.08
511210	8604303-000PM	Platinum Maintenance for Workforce HR V8 - per employee	\$13.74
511210	8604304-000	Workforce Payroll V8	\$54.61
54151ECOM	8604304-000-SAAS-ENT	Workforce Payroll v8 - per employee per month	\$4.94
54151ECOM	8604304-000-SAAS-SMB	Workforce Payroll v8 - per employee per month	\$4.94
511210	8604304-000GM	Gold Maintenance for Workforce Payroll V8 - per employee	\$12.08
511210	8604304-000PM	Platinum Maintenance for Workforce Payroll V8 - per employee	\$13.74
511210	8604305-000	Workforce HR/PR Administrator V8	\$336.07
54151ECOM	8604305-000-SAAS-ENT	Workforce HR/Payroll Administator v8 - per employee per month	\$19.74
54151ECOM	8604305-000-SAAS-SMB	Workforce HR/Payroll Administator v8 - per employee per month	\$19.74
511210	8604305-000GM	Gold Maintenance for Workforce HR/PR Adminstrator V8- per employee	\$74.31
511210	8604305-000PM	Platinum Maintenance for Workforce HR/PR Administrator V8 - per employee	\$84.45
511210	8604306-000	Workforce Employee HR/PR V8	\$29.41
54151ECOM	8604306-000-SAAS-ENT	Workforce HR/Payroll Employee v8 - per employee per month	\$1.48
54151ECOM	8604306-000-SAAS-SMB	Workforce HR/Payroll Employee v8 - per employee per month	\$1.48
511210	8604306-000GM	Gold Maintenance for Workforce Employee HR/PR V8 - per employee	\$6.50
511210	8604306-000PM	Platinum Maintenance for Workforce Employee HR/PR - per employee	\$7.39
511210	8604307-000	Workforce Manager HR/PR V8	\$168.04
54151ECOM	8604307-000-SAAS-ENT	Workforce HR/Payroll Manager v8 per Manager per month	\$9.86

SIN	Part#	Description	Price (Contract Price)
54151ECOM	8604307-000-SAAS-SMB	Workforce HR/Payroll Manager v8 per Manager per month	\$9.86
511210	8604307-000GM	Gold Maintenance for Workforce Manager HR/PR V8 - per employee	\$37.16
511210	8604307-000PM	Platinum Maintenance for Workforce Manager HR/PR - per employee	\$42.22
511210	8604309-000PM	Platinum Maintenance for Workforce Payroll Ceridian Interface	\$5,026.36
511210	8604309-001	Workforce Payroll Ceridian Interface V8 - per employee	\$20,004.40
511210	8604309-001GM	Gold Maintenance for Workforce Payroll Ceridian Interface V8 - per employee	\$4,423.20
511210	8604310-000	Workforce Analytics V8	\$44.01
54151ECOM	8604310-000-SAAS-ENT	Workforce Analytics v8 - per employee per month	\$2.47
54151ECOM	8604310-000-SAAS-SMB	Workforce Analytics v8 - per employee per month	\$2.47
511210	8604310-000GM	Gold Maintenance for Workforce Analytics V8 - per employee	\$9.74
511210	8604310-000PM	Platinum Maintenance for Workforce Analytics V8 - per employee	\$11.06
511210	8604311-000	Workforce Analytics for Retail V8 - per employee	\$64.02
54151ECOM	8604311-000-SAAS-ENT	Workforce Analytics v8 for Retail - per employee per month	\$2.47
54151ECOM	8604311-000-SAAS-SMB	Workforce Analytics v8 for Retail - per employee per month	\$2.47
511210	8604311-000GM	Gold Maintenance for Workforce Analytics for Retail V8 - per employee	\$14.15
511210	8604311-000PM	Platinum Maintenance for Workforce Analytics for Retail V8 - per employee	\$16.09
511210	8604312-000	Workforce Analytics for Manufacturing V8 - per employee	\$64.02
54151ECOM	8604312-000-SAAS-ENT	Workforce Analytics v8 for Manufacturing - per employee per month	\$2.47
54151ECOM	8604312-000-SAAS-SMB	Workforce Analytics v8 for Manufacturing - per employee per month	\$2.47
511210	8604312-000GM	Gold Maintenance for Workforce Analytics for Manufacturing V8 - per employee	\$14.15
511210	8604312-000PM	Platinum Maintenance for Workforce Analytics for Manufacturing V8 - per employee	\$16.09
511210	8604313-000	Workforce Analytics for Healthcare V8 - per employee	\$64.02
54151ECOM	8604313-000-SAAS-ENT	Workforce Analytics v8 for Healthcare - per employee per month	\$2.47
54151ECOM	8604313-000-SAAS-SMB	Workforce Analytics v8 for Healthcare - per employee per month	\$4.94
511210	8604313-000GM	Gold Maintenance for Workforce Analytics for Healthcare V8 - per employee	\$14.15
511210	8604313-000PM	Platinum Maintenance for Workforce Analytics for Healthcare V8 - per employee	\$16.09
511210	8604314-000	Workforce Analytics for Public Sector V8 - per employee	\$64.02
54151ECOM	8604314-000-SAAS-ENT	Workforce Analytics v8 for Public Sector - per employee per month	\$2.47
54151ECOM	8604314-000-SAAS-SMB	Workforce Analytics v8 for Public Sector - per employee per month	\$2.47

SIN	Part#	Description	Price (Contract Price)
511210	8604314-000GM	Gold Maintenance for Workforce Analytics for Public Sector V8 - per employee	\$14.15
511210	8604314-000PM	Platinum Maintenance for Workforce Analytics for Public Sector V8 - per employee	\$16.09
511210	8604315-001	Workforce Teletime IP V8, Base System, 5 lines	\$16,003.53
54151ECOM	8604315-001-SAAS	WORKFORCE TELETIME IP V8 ,BASE SYSTEM,5 LINES - per Month	\$986.66
54151ECOM	8604315-001-SAAS-ENT	Workforce Teletime IP V8, Base System, 5 lines - per month	\$986.66
511210	8604315-001GM	Gold Maintenance for Workforce Teletime IP V8, Base System, 5 lines	\$3,538.55
511210	8604315-001PM	Platinum Maintenance for Workforce Teletime IP V8, Base System, 5 lines	\$4,021.09
511210	8604315-002	Workforce Teletime IP V8, additional LINE, (LINES 6-10)	\$2,400.53
54151ECOM	8604315-002-SAAS	WORKFORCE TELETIME IP V8 ,ADD'L LINE (LINES 6-10) - per Line per Month	\$148.00
54151ECOM	8604315-002-SAAS-ENT	Workforce Teletime IP V8, ADD'L LINE, (LINES 6-10) - per month	\$148.00
511210	8604315-002GM	Gold Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 6-10)	\$530.78
511210	8604315-002PM	Platinum Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 6-10)	\$603.17
511210	8604315-003	Workforce Teletime IP V8, additional LINE, (LINES 11+)	\$800.18
54151ECOM	8604315-003-SAAS	WORKFORCE TELETIME IP V8 ,ADD'L LINE (LINES 11+) - per Line per Month	\$49.33
54151ECOM	8604315-003-SAAS-ENT	Workforce Teletime IP V8, ADD'L LINE, (LINES 11+) - per month	\$49.33
511210	8604315-003GM	Gold Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 11+)	\$176.92
511210	8604315-003PM	Platinum Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 11+)	\$201.05
511210	8604316-001	Workforce Teletime IP V8, Base System, 5 lines, 2nd Language	\$2,400.53
54151ECOM	8604316-001-SAAS	WORKFORCE TELETIME IP V8 ,BASE SYSTEM,5 LINES,2ND LANGUAGE - per Month	\$148.00
54151ECOM	8604316-001-SAAS-ENT	Workforce Teletime IP V8, Base System, 5 lines, 2nd Language - per month	\$148.00
511210	8604316-001GM	Gold Maintenance for Workforce Teletime IP V8, Base System, 5 lines, 2nd Language	\$530.78
511210	8604316-001PM	Platinum Maintenance for Workforce Teletime IP V8, Base System, 5 lines, 2nd Language	\$603.17
511210	8604316-002	Workforce Teletime IP V8, additional LINE, (LINES 6-10), 2nd Language	\$240.05
54151ECOM	8604316-002-SAAS	WORKFORCE TELETIME IP V8 ,ADD'L LINE (LINES 6-10),2ND LANGUAGE - per Line per Month	\$14.80
54151ECOM	8604316-002-SAAS-ENT	Workforce Teletime IP V8, ADD'L LINE, (LINES 6-10), 2nd Language - per month	\$14.80
511210	8604316-002GM	Gold Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 6-10), 2nd Language	\$53.08
511210	8604316-002PM	Platinum Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 6-10), 2nd Language	\$60.32

SIN	Part#	Description	Price (Contract Price)
511210	8604316-003	Workforce Teletime IP V8, additional LINE, (LINES 11+), 2nd Language	\$120.03
54151ECOM	8604316-003-SAAS	WORKFORCE TELETIME IP V8 ,ADD'L LINE (LINES 11+),2ND LANGUAGE - per Line per Month	\$7.40
54151ECOM	8604316-003-SAAS-ENT	Workforce Teletime IP V8, ADD'L LINE, (LINES 11+), 2nd Language - per month	\$7.40
511210	8604316-003GM	Gold Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 11+), 2nd Language	\$26.54
511210	8604316-003PM	Platinum Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 11+), 2nd Language	\$30.15
511210	8604317-001	Workforce Teletime IP V8, Base System, 5 lines, 3rd Language	\$2,400.53
54151ECOM	8604317-001-SAAS	WORKFORCE TELETIME IP V8 ,BASE SYSTEM,5 LINES,3RD LANGUAGE - per Month	\$148.00
54151ECOM	8604317-001-SAAS-ENT	Workforce Teletime IP V8, Base System, 5 lines, 3rd Language - per month	\$148.00
511210	8604317-001GM	Gold Maintenance for Workforce Teletime IP V8, Base System, 5 lines, 3rd Language	\$530.78
511210	8604317-001PM	Platinum Maintenance for Workforce Teletime IP V8, Base System, 5 lines, 3rd Language	\$603.17
511210	8604317-002	Workforce Teletime IP V8, additional LINE, (LINES 6-10), 3rd Language	\$240.05
54151ECOM	8604317-002-SAAS	WORKFORCE TELETIME IP V8 ,ADD'L LINE (LINES 6-10),3RD LANGUAGE - per Line per Month	\$14.80
54151ECOM	8604317-002-SAAS-ENT	Workforce Teletime IP V8, ADD'L LINE, (LINES 6-10), 3rd Language - per month	\$14.80
511210	8604317-002GM	Gold Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 6-10), 3rd Language	\$53.08
511210	8604317-002PM	Platinum Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 6-10), 3rd Language	\$60.32
511210	8604317-003	Workforce Teletime IP V8, additional LINE, (LINES 11+), 3rd Language	\$120.03
54151ECOM	8604317-003-SAAS	WORKFORCE TELETIME IP V8 ,ADD'L LINE (LINES 11+),3RD LANGUAGE - per Line per Month	\$7.40
54151ECOM	8604317-003-SAAS-ENT	Workforce Teletime IP V8, ADD'L LINE, (LINES 11+), 3rd Language - per month	\$7.40
511210	8604317-003GM	Gold Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 11+), 3rd Language	\$26.54
511210	8604317-003PM	Platinum Maintenance for Workforce Teletime IP V8, additional LINE, (LINES 11+), 3rd Language	\$30.15
511210	8604318-001	Workforce Teletime IP V8, Failover Systems, 5 Lines	\$8,001.76
511210	8604318-001GM	Gold Maintenance for Workforce Teletime IP V8, Failover Systems, 5 Lines	\$1,769.28
511210	8604318-001PM	Platinum Maintenance for Workforce Teletime IP V8, Failover Systems, 5 Lines	\$2,010.54
511210	8604318-002	Workforce Teletime IP V8, Failover Systems, Lines 6+	\$200.04

SIN	Part#	Description	Price (Contract Price)
511210	8604318-002GM	Gold Maintenance for Workforce Teletime IP V8, Failover Systems, Lines 6+	\$44.23
511210	8604318-002PM	Platinum Maintenance for Workforce Teletime IP V8, Failover Systems, Lines 6+	\$50.26
511210	8604358-000	Workforce Forecast Manager for Healthcare V8 - per employee	\$7.20
54151ECOM	8604358-000-SAAS	Workforce Forecast Manager for Healthcare V8 - per employee per month	\$0.49
511210	8604358-000GM	Gold Maintenance for Workforce Forecast Manager for Healthcare V8 - per employee	\$1.60
511210	8604358-000PM	Platinum Maintenance for Workforce Forecast Manager for Healthcare V8 - per employee	\$1.81
511210	8604359-000	Workforce Workload Manager for Healthcare V8 - per employee	\$28.01
54151ECOM	8604359-000-SAAS	Workforce Workload Manager V8 - per employee per month	\$1.23
511210	8604359-000GM	Gold Maintenance for Workforce Workload Manager for Healthcare V8 - per employee	\$6.19
511210	8604359-000PM	Platinum Maintenance for Workforce Workload Manager for Healthcare V8 - per employee	\$7.03
511210	8604360-000	Workforce Target Intelligence for Healthcare V8 - per employee	\$16.00
54151ECOM	8604360-000-SAAS	Workforce Target Intelligence V8 - per employee per month	\$0.74
511210	8604360-000GM	Gold Maintenance for Workforce Target Intelligence for Healthcare V8 - per employee	\$3.54
511210	8604360-000PM	Platinum Maintenance for Workforce Target Intelligence for Healthcare V8 - per employee	\$4.02
511210	8604361-000	Workforce Central V8 - SAP ERP Integration for WFC v8 - per employee	\$6,001.33
511210	8604361-000GM	Gold Maintenance for Workforce Central V8 - SAP ERP Integration for WFC v8 - per employee	\$1,326.96
511210	8604361-000PM	Platinum Maintenance for Workforce Central V8 - SAP ERP Integration for WFC v8 - per employee	\$1,507.91
511210	8604363-000	Workforce TeleStaff Enterprise v5 - per employee	\$108.03
54151ECOM	8604363-000-SAAS	UKG TELESTAFF ENTERPRISE V5 SAAS	\$9.30
54151ECOM	8604363-000-SAAS-ENT	Workforce TeleStaff Enterprise v5 - per employee per month	\$4.94
54151ECOM	8604363-000-SAAS-SMB	Workforce TeleStaff Enterprise v5 - per employee per month	\$4.94
511210	8604363-000GM	Gold Maintenance for Workforce TeleStaff Enterprise v5 - per employee	\$23.89
511210	8604363-000PM	Platinum Maintenance for Workforce TeleStaff Enterprise v5 - per employee	\$27.14
511210	8604364-000	Workforce TeleStaff Global Access v5 - per employee	\$20.00
54151ECOM	8604364-000-SAAS	UKG TELESTAFF GLOBAL ACCESS V5 SAAS	\$0.93
54151ECOM	8604364-000-SAAS-ENT	Workforce TeleStaff Global Access v5 - per employee per month	\$0.99
54151ECOM	8604364-000-SAAS-SMB	Workforce TeleStaff Global Access v5 - per employee per month	\$0.99
511210	8604364-000GM	Gold Maintenance for Workforce TeleStaff Global Access v5 - per employee	\$4.42

SIN	Part#	Description	Price (Contract Price)
511210	8604364-000PM	Platinum Maintenance for Workforce TeleStaff Global Access v5 - per employee	\$5.03
511210	8604365-000	Workforce TeleStaff Institution Focus v5 - per employee	\$16.00
54151ECOM	8604365-000-SAAS	UKG TELESTAFF INSTITUTION FOCUS V5 SAAS	\$0.70
54151ECOM	8604365-000-SAAS-ENT	Workforce TeleStaff Institution Focus v5 - per employee per month	\$0.74
54151ECOM	8604365-000-SAAS-SMB	Workforce TeleStaff Institution Focus v5 - per employee per month	\$0.74
511210	8604365-000GM	Gold Maintenance for Workforce TeleStaff Institution Focus v5 - per employee	\$3.54
511210	8604365-000PM	Platinum Maintenance for Workforce TeleStaff Institution Focus v5 - per employee	\$4.02
511210	8604366-001	Workforce TeleStaff Gateway Manager v5	\$4,000.88
54151ECOM	8604366-001-SAAS	UKG TELESTAFF GATEWAY MANAGER V5 SAAS	\$139.50
54151ECOM	8604366-001-SAAS-ENT	Workforce TeleStaff Gateway Manager v5 per month	\$148.00
54151ECOM	8604366-001-SAAS-SMB	Workforce TeleStaff Gateway Manager v5 per month	\$148.00
511210	8604366-001GM	Gold Maintenance for Workforce TeleStaff Gateway Manager v5	\$884.64
511210	8604366-001PM	Platinum Maintenance for Workforce TeleStaff Gateway Manager v5	\$1,005.27
511210	8604368-000	Workforce TeleStaff Contact Manager v5 - per employee	\$12.00
54151ECOM	8604368-000-SAAS	UKG TELESTAFF CONTACT MANAGER V5 SAAS	\$0.46
54151ECOM	8604368-000-SAAS-ENT	Workforce TeleStaff Contact Manager v5 - per employee per month	\$0.49
54151ECOM	8604368-000-SAAS-SMB	Workforce TeleStaff Contact Manager v5 - per employee per month	\$0.49
511210	8604368-000GM	Gold Maintenance for Workforce TeleStaff Contact Manager v5 - per employee	\$2.65
511210	8604368-000PM	Platinum Maintenance for Workforce TeleStaff Contact Manager v5 - per employee	\$3.01
511210	8604369-000	Workforce TeleStaff Bidding v5 - per employee	\$40.01
54151ECOM	8604369-000-SAAS	UKG TELESTAFF BIDDING V5 SAAS	\$1.86
54151ECOM	8604369-000-SAAS-ENT	Workforce TeleStaff Bidding v5 - per employee per month	\$1.97
54151ECOM	8604369-000-SAAS-SMB	Workforce TeleStaff Bidding v5 - per employee per month	\$1.97
511210	8604369-000GM	Gold Maintenance for Workforce TeleStaff Bidding v5 - per employee	\$8.85
511210	8604369-000PM	Platinum Maintenance for Workforce TeleStaff Bidding v5 - per employee	\$10.05
54151ECOM	8604371-000-SAAS	Quick Time Stamp Offline- PEPM	\$0.49
511210	8604392-001	KSS Tool, Kronos Time Capture for Cisco V8 per employee	\$25.21
54151ECOM	8604392-001-SAAS-ENT	KSS Tool Kronos Time Capture for Cisco v8 - per employee per month	\$1.48
54151ECOM	8604392-001-SAAS-SMB	KSS Tool Kronos Time Capture for Cisco v8 - per employee per month	\$1.48
511210	8604392-001GM	Gold Maintenance for KSS Tool, Kronos Time Capture for Cisco V8 per employee	\$5.58
511210	8604392-001PM	Platinum Maintenance for KSS Tool, Kronos Time Capture for Cisco V8 per employee	\$6.33
54151ECOM	8604393-001-SAAS-ENT	KSS Puerto Rico Meal Penalty Support - per Month	\$838.66

SIN	Part#	Description	Price (Contract Price)
54151ECOM	8604393-001-SAAS-SMB	KSS Puerto Rico Meal Penalty Support - per Month	\$838.66
511210	8604394-001	KSS Tool Full Time - Part Time Analysis Report V8	\$4,000.88
54151ECOM	8604394-001-SAAS-ENT	KSS Tool FT-PT Analysis Report v8 - per month	\$246.66
54151ECOM	8604394-001-SAAS-SMB	KSS Tool FT-PT Analysis Report v8 - per month	\$246.66
511210	8604394-001GM	Gold Maintenance for KSS Tool, FT-PT Analysis Report V8	\$884.64
511210	8604394-001PM	Platinum Maintenance for KSS Tool, FT-PT Analysis Report V8	\$1,005.27
511210	8604395-001	KSS Tool Attestation Tool Kit V8	\$12.00
54151ECOM	8604395-001-SAAS-ENT	KSS Tool Attestation Tool Kit v8 - per employee per month	\$0.49
54151ECOM	8604395-001-SAAS-SMB	KSS Tool Attestation Tool Kit v8 - per employee per month	\$0.49
511210	8604395-001GM	Gold Maintenance for KSS Tool, Attestation Tool Kit V8 per employee	\$2.65
511210	8604395-001PM	Platinum Maintenance for KSS Tool, Attestation Tool Kit V8 per employee	\$3.01
511210	8604396-001	KSS Tool Timecard Confirmation Tool V8	\$3,200.71
54151ECOM	8604396-001-SAAS-ENT	KSS Tool Timecard Confirmation v8 - per month	\$197.33
54151ECOM	8604396-001-SAAS-SMB	KSS Tool Timecard Confirmation v8 - per month	\$197.33
511210	8604396-001GM	Gold Maintenance for KSS Tool, Timecard Confirmation Tool V8	\$707.71
511210	8604396-001PM	Platinum Maintenance for KSS Tool, Timecard Confirmation Tool V8	\$804.22
54151ECOM	8604404-001	Workforce TeleStaff IVR Service - Per Minute (Invoices Monthly in Arrears Based on Usage)	\$0.13
511210	8604405-001	Workforce Telestaff IVR License Per Port	\$2,000.44
511210	8604405-001GM	Gold Maintenance for Workforce TeleStaff IVR - License Per Port	\$442.32
511210	8604405-001PM	Platinum Maintenance for Workforce TeleStaff IVR - License Per Port	\$502.64
511210	8604408-001	KSS Tool Scheduling Attestation v8 - per license	\$8,001.76
54151ECOM	8604408-001-SAAS-SMB	KSS Tool Scheduling Attestation - per Month	\$493.33
511210	8604408-001GM	Gold Maintenance for KSS Tool Scheduling Attestation v8 - per license	\$1,769.28
511210	8604408-001PM	Platinum Maintenance for KSS Tool Scheduling Attestation v8 - per license	\$2,010.54
511210	8604488-000	Workforce TeleStaff Enterprise v6 - per Employee	\$108.03
54151ECOM	8604488-000-BUNDLE-SAAS	Workforce TeleStaff Enterprise v6 BUNDLE (includes TSG Enterprise, Global Access, Gateway Manager, Institution Focus, and Contact Manager) - per Employee per Month - NOTE: ONLY AVAILABLE TO NET NEW TELESTAFF CUSTOMERS	\$9.43
54151ECOM	8604488-000-SAAS	WORKFORCE TELESTAFF ENTERPRISE - PEPM	\$5.43
511210	8604488-000GM	Gold Maintenance for Workforce TeleStaff Enterprise v6 - per Employee	\$23.89
511210	8604488-000PM	Platinum Maintenance for Workforce TeleStaff Enterprise v6 - per Employee	\$27.14
511210	8604489-000	Workforce TeleStaff Bidding v6 - per Employee	\$40.01
54151ECOM	8604489-000-SAAS	UKG TELESTAFF BIDDING V6 SAAS	\$1.86

SIN	Part#	Description	Price (Contract Price)
511210	8604489-000GM	Gold Maintenance for Workforce TeleStaff Bidding v6 - per Employee	\$8.85
511210	8604489-000PM	Platinum Maintenance for Workforce TeleStaff Bidding v6 - per Employee	\$10.05
511210	8604490-000	Workforce TeleStaff Blueprints v6 - per Employee	\$12.00
54151ECOM	8604490-000-SAAS	Workforce TeleStaff Blueprints v6 - per Employee per Month	\$0.99
511210	8604490-000GM	Gold Maintenance for Workforce TeleStaff Blueprints v6 - per Employee	\$2.65
511210	8604490-000PM	Platinum Maintenance for Workforce TeleStaff Blueprints v6 - per Employee	\$3.01
54151ECOM	8604494-001	UKG READY ATTESTATION	\$0.46
511210	8604495-000	Workforce TeleStaff Global Access v6 - per Employee	\$20.00
54151ECOM	8604495-000-SAAS	UKG TELESTAFF GLOBAL ACCESS V6 SAAS	\$0.93
511210	8604495-000GM	Gold Maintenance for Workforce TeleStaff Global Access v6 - per Employee	\$4.42
511210	8604495-000PM	Platinum Maintenance for Workforce TeleStaff Global Access v6 - per Employee	\$5.03
511210	8604496-000	Workforce TeleStaff Institution Focus v6 - per Employee	\$16.00
54151ECOM	8604496-000-SAAS	UKG TELESTAFF INSTITUTION FOCUS V6 SAAS	\$0.70
511210	8604496-000GM	Gold Maintenance for Workforce TeleStaff Institution Focus v6 - per Employee	\$3.54
511210	8604496-000PM	Platinum Maintenance for Workforce TeleStaff Institution Focus v6 - per Employee	\$4.02
511210	8604497-001	Workforce TeleStaff Gateway Manager v6 - per manager	\$4,000.89
54151ECOM	8604497-001-SAAS	UKG TELESTAFF GATEWAY MANAGER V6 SAAS	\$139.50
511210	8604497-001GM	Gold Maintenance for Workforce TeleStaff Gateway Manager v6 - per manager	\$884.64
511210	8604497-001PM	Platinum Maintenance for Workforce TeleStaff Gateway Manager v6 - per manager	\$1,005.27
511210	8604501-000	Workforce TeleStaff Contact Manager v6 - per Employee	\$12.00
54151ECOM	8604501-000-SAAS	UKG TELESTAFF CONTACT MANAGER V6 SAAS	\$0.46
511210	8604501-000GM	Gold Maintenance for Workforce TeleStaff Contact Manager v6 - per Employee	\$2.65
511210	8604501-000PM	Platinum Maintenance for Workforce TeleStaff Contact Manager v6 - per Employee	\$3.01
511210	8604510-000	Workforce Planner Enterprise V6 (Manufacturing Only)	\$52.54
511210	8604510-000GM	Gold Maintenance for Workforce Planner Enterprise	\$11.63
511210	8604510-000PM	Platinum Maintenance for Workforce Planner Enterprise	\$13.21
511210	8604511-000	Workforce Planner Bidding v6 (Manufacturing Only)	\$20.21
511210	8604511-000GM	Gold Maintenance for Workforce Planner Bidding	\$4.47
511210	8604511-000PM	Platinum Maintenance for Workforce Planner Bidding	\$5.08
54151ECOM	8604514-001	UKG READY PERFORMANCE	\$0.93
54151ECOM	8604515-001	UKG READY RECRUITING (formerly Talent Acquisition)	\$0.93

SIN	Part#	Description	Price (Contract Price)
511210	8604534-001	TimeLink Direct Edition Server v6 for InTouch/WFC	\$13,728.28
511210	8604534-001GM	Gold Maintenance for TimeLink Direct Edition Server v6 for InTouch/WFC	\$3,038.35
511210	8604534-001PM	Platinum Maintenance for TimeLink Direct Edition Server v6 for InTouch/WFC	\$3,452.67
54151ECOM	8604537-000A	UKG DIMENSIONS TIMEKEEPING SALARIED - STANDARD LIC, PEPM	\$4.65
54151ECOM	8604537-000B	UKG DIMENSIONS TIMEKEEPING SALARIED - SEASONAL LIC, PEPM	\$6.04
54151ECOM	8604538-000-TAM	Workforce Dimensions Technical Account Manager (TAM)	\$148,782.35
54151ECOM	8604538-000A	UKG PRO TIMEKEEPING HOURLY - STANDARD LIC, PEPM	\$9.30
54151ECOM	8604538-000B	UKG DIMENSIONS TIMEKEEPING HOURLY - SEASONAL LIC, PEPM	\$12.09
54151ECOM	8604539-000A	UKG DIMENSIONS ACCRUALS - STANDARD LIC, PEPM	\$0.93
54151ECOM	8604539-000B	UKG DIMENSIONS ACCRUALS, SEASONAL LIC, PEPM	\$1.21
54151ECOM	8604540-000A	UKG DIMENSIONS LEAVE (Includes Accruals) - STANDARD LIC, PEPM	\$1.86
54151ECOM	8604540-000B	UKG DIMENSIONS LEAVE (Includes Accruals) - SEASONAL LIC, PEPM	\$2.42
54151ECOM	8604541-000A	UKG PRO ABSENCE (Includes Attendance, Leave and Accruals) - STANDARD LIC, PEPM	\$2.32
54151ECOM	8604541-000B	UKG DIMENSIONS ABSENCE (Includes Attendance, Leave and Accruals) - SEASONAL LIC, PEPM	\$3.02
54151ECOM	8604542-000A	UKG DIMENSIONS SCHEDULING - STANDARD LIC, PEPM	\$0.93
54151ECOM	8604542-000B	UKG DIMENSIONS SCHEDULING - SEASONAL LIC, PEPM	\$1.21
54151ECOM	8604543-000A	UKG PRO ANALYTICS - STANDARD LIC, PEPM	\$1.86
54151ECOM	8604543-000B	UKG DIMENSIONS ANALYTICS - SEASONAL LIC, PEPM	\$2.42
54151ECOM	8604544-000A	UKG DIMENSIONS ACTIVITIES (FORMERLY WORK) - STANDARD LIC, PEPM	\$2.32
54151ECOM	8604544-000B	UKG DIMENSIONS ACTIVITIES (FORMERLY WORK)- SEASONAL LIC, PEPM	\$3.02
54151ECOM	8604546-000A	UKG DIMENSIONS PAYROLL - STANDARD LIC, PEPM	\$5.58
54151ECOM	8604546-000B	WORKFORCE DIMENSIONS PAYROLL - SEASONAL LIC, PEPM	\$6.55
54151ECOM	8604547-000A	UKG DIMENSIONS HR - STANDARD LIC, PEPM	\$5.58
54151ECOM	8604547-000B	WORKFORCE DIMENSIONS HUMAN RESOURCES - SEASONAL LIC, PEPM	\$6.55
54151ECOM	8604548-000A	UKG DIMENSIONS RECRUITING (Formerly Talent Acquisition) - STANDARD LIC, PEPM	\$0.93
54151ECOM	8604548-000B	WORKFORCE DIMENSIONS TALENT ACQUISITION - SEASONAL LIC, PEPM	\$1.09
54151ECOM	8604549-000A	UKG DIMENSIONS PERFORMANCE (includes Succession Planning) - STANDARD LIC, PEPM	\$0.93
54151ECOM	8604549-000B	WORKFORCE DIMENSIONS PERFORMANCE MANAGEMENT (inc Succession Planning) - SEASONAL LIC, PEPM	\$1.09

SIN	Part#	Description	Price (Contract Price)
54151ECOM	8604550-000A	UKG DIMENSIONS COMPENSATION - STANDARD LIC, PEPM	\$0.93
54151ECOM	8604550-000B	WORKFORCE DIMENSIONS COMPENSATION MANAGEMENT - SEASONAL LIC, PEPM	\$1.09
54151ECOM	8604554-000	UKG DIMENSIONS BENEFITS CENTER - STANDARD LIC, PEPM	\$2.79
54151ECOM	8604560-000A	UKG DIMENSIONS ACA - STANDARD LIC, PEPM	\$0.46
54151ECOM	8604560-000B	WORKFORCE DIMENSIONS ACA - SEASONAL LIC, PEPM	\$0.55
54151ECOM	8604561-000A	UKG PRO ADVANCED SCHEDULING (includes UKG Scheduling) - STANDARD LIC, PEPM	\$2.32
54151ECOM	8604561-000B	UKG DIMENSIONS ADVANCED SCHEDULING (includes UKG Scheduling) - SEASONAL LIC, PEPM	\$3.02
54151ECOM	8604563-000A	UKG DIMENSIONS FORECASTING (Includes UKG Dimensions Advanced Scheduling) (FORMERLY OPTIMIZED SCHEDULING WITH FORECASTING)- STANDARD LIC, PEPM	\$4.65
54151ECOM	8604563-000B	UKG DIMENSIONS FORECASTING (Includes UKG Dimensions Advanced Scheduling) (FORMERLY OPTIMIZED SCHEDULING WITH FORECASTING) - SEASONAL LIC, PEPM	\$6.04
54151ECOM	8604657-000-1000	KnowledgeMap Live ENT Subscription <1000 (5 licenses)	\$993.15
54151ECOM	8604657-000-10000	KnowledgeMap Live ENT Subscription <7501-10000 (12 licenses)	\$9,534.23
54151ECOM	8604657-000-10001	KnowledgeMap Live ENT Subscription <10000+ (15 licenses)	\$12,910.93
54151ECOM	8604657-000-2500	KnowledgeMap Live ENT Subscription <1001-2500 (6 licenses)	\$1,787.67
54151ECOM	8604657-000-5000	KnowledgeMap Live ENT Subscription <2501-5000 (7 licenses)	\$3,972.59
54151ECOM	8604657-000-7500	KnowledgeMap Live ENT Subscription <5001-7500 (10 licenses)	\$6,554.78
54151ECOM	8604657-001-1000	KnowledgeMap Live ENT 1st Year Training <1000 (10 licenses)	\$4,965.74
54151ECOM	8604657-001-10000	KnowledgeMap Live ENT 1st Year Training<7501-10000 (22 licenses)	\$47,671.13
54151ECOM	8604657-001-10001	KnowledgeMap Live ENT 1st Year Training 10000+ (25 licenses)	\$64,554.66
54151ECOM	8604657-001-2500	KnowledgeMap Live ENT 1st Year Training <1001-2500 (12 licenses)	\$8,938.34
54151ECOM	8604657-001-5000	KnowledgeMap Live ENT 1st Year Training<2501-5000 (15 licenses)	\$19,862.97
54151ECOM	8604657-001-7500	KnowledgeMap Live ENT 1st Year Training<5001-7500 (20 licenses)	\$32,773.90
54151ECOM	8604658-000	KnowledgeMap Live SMB Subscription (5 licenses)	\$1,787.67
54151ECOM	8604659-000	KnowledgeMap Live 5 Pack	\$2,979.45
54151ECOM	8604705-000-SAAS	UKG TELESTAFF ENTERPRISE V7 SAAS	\$9.30
54151ECOM	8604706-000-SAAS	UKG TELESTAFF BIDDING V7 SAAS	\$1.86
54151ECOM	8604708-000-SAAS	UKG TELESTAFF GLOBAL ACCESS V7 SAAS	\$0.93
54151ECOM	8604709-000-SAAS	UKG TELESTAFF INSTITUTION FOCUS V7 SAAS	\$0.70
54151ECOM	8604710-001-SAAS	UKG TELESTAFF GATEWAY MANAGER V7 SAAS	\$139.50
54151ECOM	8604712-000-SAAS	UKG TELESTAFF CONTACT MANAGER V7 SAAS	\$0.46
511210	8604718-000	UKG TELESTAFF Enterprise V7.1+	\$134.08
54151ECOM	8604718-000-SAAS	UKG TELESTAFF V7.1+ SAAS	\$9.30

SIN	Part#	Description	Price (Contract Price)
511210	8604718-000GM	UKG TELESTAFF Enterprise V7.1+ GOLD SUPPORT	\$24.15
511210	8604718-000PM	UKG TELESTAFF Enterprise V7.1+ PLATINUM SUPPORT	\$27.44
511210	8604719-000	UKG TELESTAFF BIDDING V7.1+	\$49.66
54151ECOM	8604719-000-SAAS	UKG TELESTAFF BIDDING V7.1+ SAAS	\$1.86
511210	8604719-000GM	UKG TELESTAFF BIDDING V7.1+ GOLD SUPPORT	\$8.94
511210	8604719-000PM	UKG TELESTAFF BIDDING V7.1+ PLATINUM SUPPORT	\$10.16
511210	8604721-000	UKG TELESTAFF GLOBAL ACCESS V7.1+	\$24.83
54151ECOM	8604721-000-SAAS	UKG TELESTAFF GLOBAL ACCESS V7.1+ SAAS	\$0.93
511210	8604721-000GM	UKG TELESTAFF GLOBAL ACCESS V7.1+ GOLD SUPPORT	\$4.47
511210	8604721-000PM	UKG TELESTAFF GLOBAL ACCESS V7.1+ PLATINUM SUPPORT	\$5.08
511210	8604722-000	UKG TELESTAFF INSTITUTION FOCUS V7.1+	\$19.86
54151ECOM	8604722-000-SAAS	UKG TELESTAFF INSTITUTION FOCUS V7.1+ SAAS	\$0.70
511210	8604722-000GM	UKG TELESTAFF INSTITUTION FOCUS V7.1+ GOLD SUPPORT	\$3.58
511210	8604722-000PM	UKG TELESTAFF INSTITUTION FOCUS V7.1+ PLATINUM SUPPORT	\$4.07
511210	8604723-001	UKG TELESTAFF GATEWAY MANAGER V7.1+ - ONE PER CUSTOMER	\$4,965.74
54151ECOM	8604723-001-SAAS	UKG TELESTAFF GATEWAY MANAGER V7.1+ SAAS	\$139.50
511210	8604723-001GM	UKG TELESTAFF GATEWAY MANAGER V7.1+ GOLD SUPPORT	\$894.41
511210	8604723-001PM	UKG TELESTAFF GATEWAY MANAGER V7.1+ PLATINUM SUPPORT	\$1,016.37
511210	8604724-000	UKG TELESTAFF CONTACT MANAGER V7.1+	\$14.90
54151ECOM	8604724-000-SAAS	UKG TELESTAFF CONTACT MANAGER V7.1+ SAAS	\$0.46
511210	8604724-000GM	UKG TELESTAFF CONTACT MANAGER V7.1+ GOLD SUPPORT	\$2.68
511210	8604724-000PM	UKG TELESTAFF CONTACT MANAGER V7.1+ PLATINUM SUPPORT	\$3.05
54151ECOM	8604728-000-SAAS	UKG TELESTAFF ENTERPRISE BUNDLE V7.1+ SAAS	\$12.32
54151ECOM	8604765-000A	UKG DIMENSIONS HEALTHCARE ANALYTICS - STANDARD LIC, PEPM	\$4.18
54151ECOM	8604765-000B	UKG DIMENSIONS HEALTHCARE ANALYTICS - SEASONAL LIC, PEPM	\$5.44
54151ECOM	8604775-000A	UKG DIMENSIONS ROTATION SCHEDULE - STANDARD LIC, PEPM	\$0.46
54151ECOM	8604775-000B	UKG DIMENSIONS ROTATION SCHEDULE - SEASONAL LIC, PEPM	\$0.60
54151ECOM	8604802-000	UKG READY PEOPLE INSIGHTS	\$1.86
54151ECOM	86048521-001	Workforce Ready Integration Hub (site license qty 1)	\$49.66
54151ECOM	8604872-000	UKG Ready Learning	\$3.25
54151ECOM	8604956-000SAAS1	WORKFORCE DIMENSIONS MICROSOFT OUTLOOK PLUGIN <2500 - PER MONTH	\$116.25
54151ECOM	8604956-000SAAS2	WORKFORCE DIMENSIONS MICROSOFT OUTLOOK PLUGIN 2500 - 4999 - PER MONTH	\$232.50
54151ECOM	8604956-000SAAS3	WORKFORCE DIMENSIONS MICROSOFT OUTLOOK PLUGIN 5000 - 9999 - PER MONTH	\$464.99

SIN	Part#	Description	Price (Contract Price)
54151ECOM	8604956-000SAAS4	WORKFORCE DIMENSIONS MICROSOFT OUTLOOK PLUGIN >9999 - PER MONTH	\$929.98
511210	8604980-000	UKG Telestaff Extra Duty Events v7.4+	\$64.55
54151ECOM	8604980-000-SAAS	UKG TELESTAFF EXTRA DUTY EVENTS V7.4+ SAAS	\$1.39
54151ECOM	8604981-000-SAAS	UKG TELESTAFF ENTERPRISE BUNDLE V7.4+ SAAS	\$12.32
511210	8605000-000	UKG GovTA Services Module v1 Server License	\$4,964.00
511210	8605000-000 GOLD-GOVTA	Workforce GovTA Services Module v1 Server License - Gold Support - Per Server Per Year	\$762.17
511210	8605000-000 TERMLIC-GOVTA	Workforce GovTA Services Module v1 Server License - Per Server Per Year	\$4,231.61
511210	8605001-000	UKG GovTA Time and Attendance Hourly System v1 single user license	\$57.21
511210	8605001-000 GOLD-GOVTA	Workforce GovTA Time and Attendance Hourly System v1 single user license - Gold Support - Per Employee Per Year	\$8.79
511210	8605001-000 TERMLIC-GOVTA	Workforce GovTA Time and Attendance Hourly System v1 single user license - Per Employee Per Year	\$48.75
511210	8605002-000	UKG GovTA Projects Module v1 single user license	\$11.92
511210	8605002-000 GOLD-GOVTA	Workforce GovTA Projects Module v1 single user license - Gold Support - Per Employee Per Year	\$1.83
511210	8605002-000 TERMLIC-GOVTA	Workforce GovTA Projects Module v1 single user license - Per Employee Per Year	\$10.16
511210	8605003-000	UKG GovTA Minutes Entry Module v1 single user license	\$22.29
511210	8605003-000 GOLD-GOVTA	Workforce GovTA Time and Attendance Minutes Entry Module v1 single user license - Gold Support - Per Employee Per Year	\$3.42
511210	8605003-000 TERMLIC-GOVTA	Workforce GovTA Time and Attendance Minutes Entry Module v1 single user license - Per Employee Per Year	\$19.00
511210	8605004-000	UKG GovTA Reports Module v1 single user license	\$11.92
511210	8605004-000 GOLD-GOVTA	Workforce GovTA Reports Module v1 single user license - Gold Support - Per Employee Per Year	\$1.83
511210	8605004-000 TERMLIC-GOVTA	Workforce GovTA Reports Module v1 single user license - Per Employee Per Year	\$10.16
511210	8605005-000 GOLD-GOVTA	UKG GovTA API v1 single user license maintenance-PEPY	\$1.83
511210	8605005-000 TERMLIC-GOVTA	UKG GovTA API v1 single user license-PEPY; must equal system user counts for time and attendance Hourly System licenses	\$8.27
54151ECOM	8605300-000	UKG TELESTAFF CLOUD (PEPM)	\$9.93
54151ECOM	8605301-000	UKG TELESTAFF CLOUD EXTRA DUTY MANAGEMENT	\$1.49
33411	8609000-012	Kronos InTouch, Standard Enclosure, with Magnetic Stripe Card Reader	\$2,996.66
54151ECOM	8609000-012SAAS	INTOUCH 9000,STANDARD,MAG - monthly rental fee	\$148.00
33411	8609000-013	Kronos InTouch, Standard Enclosure, with HID Proximity Card Reader	\$3,436.76

SIN	Part#	Description	Price (Contract Price)
54151ECOM	8609000-013SAAS	INTOUCH 9000,STANDARD, Prox - monthly rental fee	\$157.86
33411	8609000-014	Kronos InTouch, Standard Enclosure, with EM4201 Proximity Card Reader	\$3,436.76
33411	8609000-015	Kronos InTouch, Standard Enclosure, with MiFare/iClass Smart Card Reader	\$3,516.78
33411	8609000-016	Kronos InTouch, Standard Enclosure, w Smart Card Reader MiFare/DesFire	\$3,516.78
33411	8609000-018	Kronos InTouch, Standard Enclosure, with Bar Code Badge Reader	\$2,876.64
54151ECOM	8609000-018SAAS	INTOUCH 9000,STANDARD,B/C - monthly rental fee	\$148.00
33411	8609000-022	Kronos InTouch, H3 Standard Enclosure, with Magnetic Stripe Card Reader	\$2,996.66
33411	8609000-023	Kronos InTouch, H3 Standard Enclosure, with HID Proximity Card Reader	\$3,436.76
33411	8609000-024	Kronos InTouch, H3 Standard Enclosure, with EM4102 Proximity Card Reader	\$3,436.76
54151ECOM	8609000-024-SAAS	InTouch 9000, H3, Standard, EM4102 Prox - monthly rental fee	\$157.86
33411	8609000-027	Kronos InTouch, H3 Standard Enclosure, with Smart Card Reader	\$3,516.78
54151ECOM	8609000-027-SAAS	InTouch 9000, H3, Slim, Mag - monthly rental fee	\$167.73
33411	8609000-028	Kronos InTouch, H3 Standard Enclosure, with Bar Code Badge Reader	\$2,876.64
33411	8609000-051	Kronos InTouch, Slim Enclosure, with Bar Code Badge Reader	\$2,876.64
33411	8609000-062	Kronos InTouch, Slim Enclosure, with Magnetic Stripe Card Reader	\$2,996.66
33411	8609000-063	Kronos InTouch, Slim Enclosure, with HID Proximity Card Reader	\$3,436.76
33411	8609000-064	Kronos InTouch, Slim Enclosure, with EM4201 Proximity Card Reader	\$3,436.76
33411	8609000-065	Kronos InTouch, Slim Enclosure, with MiFare/iClass Smart Card Reader	\$3,516.78
33411	8609000-066	Kronos InTouch, Slim Enclosure, w Smart Card Reader MiFare/DesFire	\$3,516.78
33411	8609000-072	Kronos InTouch, H3 Slim Enclosure, with Magnetic Stripe Card Reader	\$2,996.66
54151ECOM	8609000-072-SAAS	InTouch 9000, H3, Slim, HID Prox - monthly rental fee	\$148.00
33411	8609000-073	Kronos InTouch, H3 Slim Enclosure, with HID Proximity Card Reader	\$3,436.76
54151ECOM	8609000-073-SAAS	InTouch 9000, H3, Slim, EM4102 Prox - monthly rental fee	\$157.86
33411	8609000-074	Kronos InTouch, H3 Slim Enclosure, with EM4102 Proximity Card Reader	\$3,436.76
54151ECOM	8609000-074-SAAS	InTouch 9000, H3, Smart Card - monthly rental fee	\$157.86
33411	8609000-077	Kronos InTouch, H3 Slim Enclosure, with Smart Card Reader	\$3,516.78
54151ECOM	8609000-077-SAAS	InTouch 9000, H3, Slim, Mag - monthly rental fee	\$167.73
33411	8609000-112	Kronos WFR InTouch, Standard Enclosure, w/ Mag Stripe Card Reader	\$2,996.66

SIN	Part#	Description	Price (Contract Price)
54151ECOM	8609000-112SAAS	Kronos WFR InTouch, Standard Enclosure, w/ Mag Stripe Card Reader - monthly rental fee	\$148.00
33411	8609000-113	Kronos WFR InTouch, Standard Enclosure, w/ HID Prox Reader	\$3,436.76
54151ECOM	8609000-113SAAS	Kronos WFR InTouch, Standard Enclosure, w/ HID Prox Reader - monthly rental fee	\$157.86
33411	8609000-118	Kronos WFR InTouch, Standard Enclosure, w/ Bar Code Badge Reader	\$2,876.64
54151ECOM	8609000-118SAAS	Kronos WFR InTouch, Standard Enclosure, w/ Bar Code Badge Reader - monthly rental fee	\$148.00
54151ECOM	8609000-127-SAAS	Workforce Ready Rental InTouch 9000 H3, Standard Smart Card - monthly rental fee	\$167.73
33411	8609012-001	InTouch Replacement Enclosure Back Cover - Standard	\$53.61
33411	8609012-002	InTouch Replacement Enclosure Back Cover - Slim	\$53.61
33411	8609012-031	InTouch H4 Replacement Enclosure Back Cover - Standard	\$58.97
33411	8609012-032	InTouch H4 Replacement Enclosure Back Cover - Slim	\$58.97
33411	8609013-011	InTouch H2/H3/H4 Transition Board Option	\$88.02
33411	8609014-001	InTouch Direct AC Wiring Option Kit - Standard Enclosure	\$60.01
33411	8609015-001	InTouch Battery Backup Option	\$160.04
33411	8609016-001	InTouch NIMH Backup Battery Option	\$263.65
33411	8609020-001	Kronos Touch ID Biometric Verification/Identification Option	\$960.22
54151ECOM	8609020-101SAAS	TOUCH ID OPTION,INTOUCH - monthly rental fee	\$39.47
54151ECOM	8609021-001-SAAS	Remote B/C Reader, Kronos, Series, 4000 & InTouch - monthly rental fee	\$19.74
33411	8609023-001	InTouch Remote HID MiniProx Reader Option	\$578.55
33411	8609023-001	InTouch Remote HID MiniProx Reader Option	\$424.33
54151ECOM	8609023-001-SAAS	Remote HID MiniProx Reader, InTouch - monthly rental fee	\$24.66
33411	8609024-001	InTouch Remote HID ProxPro Reader Option	\$578.55
54151ECOM	8609024-001-SAAS	Remote HID ProxPro Reader, InTouch - monthly rental fee	\$24.66
33411	8609026-001	InTouch Linear Imager Bar Code Scanner Option	\$805.84
54151ECOM	8609026-001-SAAS	Linear Imager, InTouch - monthly rental fee	\$29.60
33411	8609027-001	InTouch Remote EM Prox USB Reader Option	\$578.55
33411	8609030-001	Wi-Fi Option Kit for H2/H3 InTouch	\$200.04
33411	8609042-001	Kronos Touch ID Plus Biometric Option for InTouch H3	\$969.91
54151ECOM	8609042-001-SAAS	Touch ID Plus Option, Intouch - monthly rental fee	\$49.33
33411	8609042-011	Kronos Touch ID Plus Biometric Option for InTouch H3/H4	\$991.80
54151ECOM	8609042-011-SAAS	Kronos Touch ID Plus Biometric Option for InTouch H3/H4 - monthly rental fee	\$49.66
33411	8609042-021	Kronos Touch ID Plus Biometric Option for InTouch H3, H4	\$1,090.98
54151ECOM	8609042-101-SAAS	Touch ID Plus Option, Intouch - monthly rental fee	\$49.33
54151ECOM	8609042-111	WORKFORCE READY RENTAL TOUCH ID PLUS FOR H3/H4 INTOUCH	\$49.66

SIN	Part#	Description	Price (Contract Price)
33411	8609043-001	Kronos Touch ID Biometric Option for InTouch H3	\$969.91
33411	8609044-001	Touch ID for InTouch H3/H4 Adapter Kit	\$10.91
33411	8609100-002	Kronos InTouch, H4 Standard Enclosure, with Magnetic Stripe Card Reader	\$3,329.62
54151ECOM	8609100-002SAAS	Kronos InTouch, H4 Standard Enclosure, with Magnetic Stripe Card Reader- monthly rental fee	\$148.00
33411	8609100-003	Kronos InTouch, H4 Standard Enclosure, with HID Proximity Card Reader	\$3,818.62
54151ECOM	8609100-003SAAS	Kronos InTouch, H4 Standard Enclosure, with HID Proximity Card Reader- monthly rental fee	\$157.86
33411	8609100-004	Kronos InTouch, H4 Standard Enclosure, with EM4102 Proximity Card Reader	\$3,818.62
54151ECOM	8609100-004SAAS	Kronos InTouch, H4 Standard Enclosure, with EM4102 Proximity Card Reader- monthly rental fee	\$157.86
33411	8609100-007	Kronos InTouch, H4 Standard Enclosure, with Smart Card Reader	\$3,907.53
54151ECOM	8609100-007SAAS	Kronos InTouch, H4 Standard Enclosure, with Smart Card Reader- monthly rental fee	\$167.73
33411	8609100-008	Kronos InTouch, H4 Standard Enclosure, with Bar Code Badge Reader	\$3,196.26
54151ECOM	8609100-008SAAS	Kronos InTouch, H4 Standard Enclosure, with Bar Code Badge Reader- monthly rental fee	\$148.00
33411	8609100-052	Kronos InTouch, H4 Slim Enclosure, with Magnetic Stripe Card Reader	\$2,996.66
54151ECOM	8609100-052SAAS	Kronos InTouch, H4 Slim Enclosure, with Magnetic Stripe Card Reader- monthly rental fee	\$148.00
33411	8609100-053	Kronos InTouch, H4 Slim Enclosure, with HID Proximity Card Reader	\$3,436.76
54151ECOM	8609100-053SAAS	Kronos InTouch, H4 Slim Enclosure, with HID Proximity Card Reader- monthly rental fee	\$157.86
33411	8609100-054	Kronos InTouch, H4 Slim Enclosure, with EM4102 Proximity Card Reader	\$3,436.76
54151ECOM	8609100-054SAAS	Kronos InTouch, H4 Slim Enclosure, with EM4102 Proximity Card Reader- monthly rental fee	\$157.86
33411	8609100-057	Kronos InTouch, H4 Slim Enclosure, with Smart Card Reader	\$3,516.78
54151ECOM	8609100-057SAAS	Kronos InTouch, H4 Slim Enclosure, with Smart Card Reader- monthly rental fee	\$167.73
54151ECOM	8609100-102	WORKFORCE READY INTOUCH 9100 H4,STANDARD,MAG - monthly rental fee	\$148.00
54151ECOM	8609100-103	WORKFORCE READY INTOUCH 9100 H4,STANDARD,HID PROX - monthly rental fee	\$157.86
54151ECOM	8609100-104	WORKFORCE READY INTOUCH 9100 H4,STANDARD,EM4102 PROX - monthly rental fee	\$157.86
54151ECOM	8609100-107	WORKFORCE READY INTOUCH 9100 H4,STANDARD,SMART CARD - monthly rental fee	\$167.73
54151ECOM	8609100-108	WORKFORCE READY INTOUCH 9100 H4,STANDARD,KR B/C - monthly rental fee	\$148.00
33411	8609110-001	Kronos Touch ID Biometric Option for InTouch H4	\$969.91

SIN	Part#	Description	Price (Contract Price)
54151ECOM	8609110-001SAAS	Kronos Touch ID Biometric Option for InTouch H4- monthly rental fee	\$49.33
33411	8609110-011	Kronos Touch ID Biometric Option for InTouch H4 (Not for H3, H2 or H1 clocks)	\$1,090.98
54151ECOM	8609110-011-SAAS	Kronos Touch ID Biometric Option for InTouch H3/H4 - monthly rental fee	\$49.66
54151ECOM	8609110-101	WORKFORCE READY TOUCH ID OPTION FOR H4 INTOUCH - monthly rental fee	\$49.33
54151ECOM	8609110-111	WORKFORCE READY TOUCH ID OPTION FOR H4 INTOUCH - monthly rental fee	\$49.66
33411	8609120-001	Wi-Fi Option Kit for InTouch DX & InTouch 9100 H4	\$222.27
33411	8610000-001	Kronos InTouch DX with Bar Code Badge Reader	\$3,359.30
54151ECOM	8610000-001SAAS	KRONOS INTOUCH DX,B/C RENTAL MONTHLY FEE	\$153.94
33411	8610000-002	Kronos InTouchDX with Magnetic Stripe Card Reader	\$3,495.68
135-52	8610000-002SAAS	KRONOS INTOUCH DX,MAG RENTAL MONTHLY FEE	\$158.90
33411	8610000-003	Kronos InTouchDX with HID Proximity Card Reader	\$3,995.71
135-52	8610000-003SAAS	KRONOS INTOUCH DX,HID PROX RENTAL MONTHLY FEE	\$163.87
33411	8610000-007	Kronos InTouchDX with Smart Card Reader	\$4,086.62
135-52	8610000-007SAAS	KRONOS INTOUCH DX,SMART CARD RENTAL MONTHLY FEE	\$168.84
33411	8610000-009	Kronos InTouch DX with Legic Reader	\$4,087.04
33411	8610000-011	UKG InTouch DX G2 with Bar Code Badge Reader	\$3,715.11
33411	8610000-012	UKG InTouch DX G2 with Magnetic Stripe Card Reader	\$3,880.41
33411	8610000-013	UKG InTouch DX G2 with HID Proximity Card Reader	\$4,401.11
33411	8610000-017	UKG InTouch DX G2 with Smart Card Reader	\$4,492.02
33411	8610000-019	UKG InTouch DX G2 with Legic Reader	\$4,492.02
33411	8610010-001	InTouch DX/DX G2 Transition Board Option (required if ordering one or more of the following options)	\$119.84
33411	8610011-001	InTouch DX/DX G2 NIMH Backup Battery Option	\$347.13
33411	8610012-001	Kronos Touch ID Plus Biometric Option for InTouch DX/DX G2	\$1,227.35
54151ECOM	8610012-001SAAS	TOUCH ID PLUS OPTION FOR INTOUCH DX RENTAL MONTHLY FEE	\$49.66
33411	8610013-001	Kronos TouchFree ID Face Biometric Option for InTouch DX/DX G2	\$1,363.72
33411	8610014-001	Wi-Fi Option Kit for InTouch DX G2	\$297.54
33411	8610015-001	InTouch DX/DX G2 External Reader Board Option	\$119.84
33411	8610047-001	InTouch DX/DX G2 Enclosure Top Filler Plate	\$6.20
33411	8610050-001	InTouch DX/DX G2 Replacement Enclosure Back Cover	\$82.65
811212	86F9000-018	Device Software Maintenance for Kronos InTouch, Standard Enclosure, w/ Bar Code Badge Reader	\$134.04
511210	8800079-000	Workforce Timekeeper v6 - per employee	\$47.21

SIN	Part#	Description	Price (Contract Price)
54151ECOM	8800079-000-SAAS-ENT	Workforce Timekeeper v6 - per employee per month	\$4.94
511210	8800079-000GM	Gold Maintenance for Workforce Timekeeper v6 - per employee	\$10.43
511210	8800079-000PM	Platinum Maintenance for Workforce Timekeeper v6 - per employee	\$11.86
511210	8800080-000	Workforce Accruals v6 - per employee	\$18.40
54151ECOM	8800080-000-SAAS-ENT	Workforce Accruals v6 - per employee per month	\$0.79
511210	8800080-000GM	Gold Maintenance for Workforce Accruals v6 - per employee	\$4.07
511210	8800080-000PM	Platinum Maintenance for Workforce Accruals v6 - per employee	\$4.63
511210	8800081-000	Workforce Employee v6 - per employee	\$32.01
54151ECOM	8800081-000-SAAS-ENT	Workforce Employee v6 - per employee per month	\$1.37
511210	8800081-000GM	Gold Maintenance for Workforce Employee v6 - per employee	\$7.08
511210	8800081-000PM	Platinum Maintenance for Workforce Employee v6 - per employee	\$8.04
511210	8800082-000	Managers for Workforce Central v6 - per Mgr	\$369.69
54151ECOM	8800082-000-SAAS-ENT	Managers for Workforce Central v6 - per Mgr per month	\$15.83
511210	8800082-000GM	Gold Maintenance for Managers for Workforce Central v6 - per Mgr	\$81.74
511210	8800082-000PM	Platinum Maintenance for Managers for Workforce Central v6 - per Mgr	\$92.89
511210	8800083-000	Workforce Scheduler V6 - per employee	\$46.20
54151ECOM	8800083-000-SAAS-ENT	Workforce Scheduler V6 - per employee per month	\$2.23
511210	8800083-000GM	Gold Maintenance for Workforce Scheduler v6 - per employee	\$10.21
511210	8800083-000PM	Platinum Maintenance for Workforce Scheduler V6 - per employee	\$11.61
511210	8800084-000	Workforce Activities V6 - per license	\$40.49
54151ECOM	8800084-000-SAAS-ENT	Workforce Activities V6 - per employee per month	\$2.40
511210	8800084-000GM	Gold Maintenance for Workforce Activities v6 - per license	\$8.95
511210	8800084-000PM	Platinum Maintenance for Workforce Activities V6 - per license	\$10.16
511210	8800085-000	Workforce Attendance V6 - per license	\$18.40
54151ECOM	8800085-000-SAAS-ENT	Workforce Attendance V6 - per employee per month	\$0.79
511210	8800085-000GM	Gold Maintenance for Workforce Attendance v6 - per license	\$4.07
511210	8800085-000PM	Platinum Maintenance for Workforce Attendance V6 - per license	\$4.63
511210	8800086-000	Workforce Leave V6 - per license	\$36.81
54151ECOM	8800086-000-SAAS-ENT	Workforce Leave V6 - per employee per month	\$1.57
511210	8800086-000GM	Gold Maintenance for Workforce Leave v6 - per license	\$8.14
511210	8800086-000PM	Platinum Maintenance for Workforce Leave V6 - per license	\$9.25
511210	8800087-000	Workforce Record Manager V6 - per employee	\$4.62
54151ECOM	8800087-000-SAAS-ENT	Workforce Record Manager V6 - per employee per month	\$0.20

SIN	Part#	Description	Price (Contract Price)
511210	8800087-000GM	Gold Maintenance for Workforce Record Manager v6 - per employee	\$1.03
511210	8800087-000PM	Platinum Maintenance for Workforce Record Manager V6 - per employee	\$1.15
511210	8800088-000	Workforce Connect Primary Interface v6 - Employee	\$8.80
511210	8800088-000GM	Gold Maintenance for Workforce Connect Primary Interface v6 - Employee	\$1.95
511210	8800088-000PM	Platinum Maintenance for Workforce Connect Primary Interface v6 - Employee	\$2.20
511210	8800090-000	Workforce Connect Additional Interface V6 - Employee	\$4.40
511210	8800090-000GM	Gold Maintenance for Workforce Connect Additional Interface V6 - Employee	\$0.97
511210	8800090-000PM	Platinum Maintenance for Workforce Connect Additional Interface V6 - Employee	\$1.10
511210	8800092-000	Workforce Connect Unlimited Interface V6 - Employee	\$25.31
511210	8800092-000GM	Gold Maintenance for Workforce Connect Unlimited Interface V6 - Employee	\$5.60
511210	8800092-000PM	Platinum Maintenance for Workforce Connect Unlimited Interface V6 - Employee	\$6.35
511210	8800129-000	Workforce Absence Manager v6 - per license	\$40.49
54151ECOM	8800129-000-SAAS-ENT	Workforce Absence Manager V6 - per employee per month	\$1.74
511210	8800129-000GM	Gold Maintenance for Workforce Absence Manager v6 - per license	\$8.95
511210	8800129-000PM	Platinum Maintenance for Workforce Absence Manager v6 - per license	\$10.16
511210	8800131-000	Workforce Integration Manager v6 - per Employee	\$7.05
54151ECOM	8800131-000-SAAS-ENT	Workforce Integration Manager V6 - per employee per month	\$0.99
511210	8800131-000GM	Gold Maintenance for Workforce Integration Manager v6 - per Employee	\$1.55
511210	8800131-000PM	Platinum Maintenance for Workforce Integration Manager v6 - per Employee	\$1.77
511210	8800136-000	Workforce ESP Self Service V6	\$12.00
511210	8800136-000GM	Gold Maintenance for Workforce ESP Self Service V6	\$2.65
511210	8800136-000PM	Platinum Maintenance for Workforce ESP Self Service V6	\$3.02
511210	8800137-000	Workforce Mobile Employee V6	\$6.40
511210	8800137-000-GM	Gold Maintenance for Workforce Mobile Employee V6	\$1.41
511210	8800137-000GM	Gold Maintenance for Workforce Mobile Employee V6	\$1.41
511210	8800137-000PM	Platinum Maintenance for Workforce Mobile Employee V6 - Platinum Maint	\$1.61
511210	8800138-000	Workforce Mobile Manager V6 - per Mgr	\$52.01
511210	8800138-000-GM	Gold Maintenance for Workforce Mobile Manager V6	\$11.50
511210	8800138-000GM	Gold Maintenance for Workforce Mobile Manager V6	\$11.50
511210	8800138-000PM	Platinum Maintenance for Workforce Mobile Manager V6 - Platinum Maint	\$13.07
511210	8800141-000	Workforce Tablet v6 - per employee	\$49.90

SIN	Part#	Description	Price (Contract Price)
54151ECOM	8800141-000-SAAS-ENT	Workforce Tablet v6- per license per month	\$3.40
511210	8800141-000GM	Workforce Tablet v6 - per employee Gold Maintenance	\$17.52
511210	8800141-000PM	Workforce Tablet v6 - per employee Platinum Maintenance	\$19.91
511210	8800144-000	Workforce Timekeeper V7 - per employee	\$47.21
511210	8800144-000-GM	Workforce Timekeeper v7 - per employee Gold Maintenance	\$10.44
511210	8800144-000-PM	Workforce Timekeeper v7 - per employee Platinum Maintenance	\$11.86
54151ECOM	8800144-000-SAAS-ENT	Workforce Timekeeper v7 - per employee per month	\$4.94
511210	8800145-000	Workforce Accruals V7 - per employee	\$18.40
511210	8800145-000-GM	Workforce Accruals v7 - per employee Gold Maintenance	\$4.07
511210	8800145-000-PM	Workforce Accruals v7 - per employee Platinum Maintenance	\$4.63
54151ECOM	8800145-000-SAAS-ENT	Workforce Accruals v7 - per employee per month	\$0.99
511210	8800146-000	Workforce Employee V7 - per employee	\$32.01
511210	8800146-000-GM	Workforce Employee v7 - per employee - Gold Maintenance	\$7.07
511210	8800146-000-PM	Workforce Employee v7 - per employee - Platinum Maintenance	\$8.04
54151ECOM	8800146-000-SAAS-ENT	Workforce Employee v7 - per employee per month	\$1.48
511210	8800147-000	Managers for Workforce Central V7 - per Mgr	\$369.69
511210	8800147-000- PM	Managers for Workforce Central v7 - per Mgr Platinum Maintenance	\$92.89
511210	8800147-000-GM	Managers for Workforce Central v7 - per Mgr Gold Maintenance	\$81.74
54151ECOM	8800147-000-SAAS-ENT	Workforce Manager v7 - per Mgr per month	\$24.66
511210	8800147-000GM	GOLD MAINTENANCE FOR WORKFORCE MANAGER, V7 - PER EMPLOYEE	\$81.74
511210	8800148-000	Workforce Scheduler V7 - per employee	\$52.01
511210	8800148-000-GM	Workforce Scheduler V7 - per employee Gold Maintenance	\$11.50
511210	8800148-000-PM	Workforce Scheduler V7 - per employee Platinum Maintenance	\$13.07
54151ECOM	8800148-000-SAAS-ENT	Workforce Scheduler v7 - per employee per month	\$2.47
511210	8800149-000	Workforce Activities V7 - per license	\$56.01
511210	8800149-000-GM	Workforce Activities V7 - per license - Gold Maintenance	\$12.39
511210	8800149-000-PM	Workforce Activities V7 - per license - Platinum Maintenance	\$14.07
54151ECOM	8800149-000-SAAS-ENT	Workforce Activities v7 - per employee per month	\$2.47
511210	8800150-000	Workforce Attendance V7 - per employee	\$18.40
511210	8800150-000-GM	Workforce Attendance V7 - per license - Gold Maintenance	\$4.07
511210	8800150-000-PM	Workforce Attendance V7 - per license - Platinum Maintenance	\$4.63
54151ECOM	8800150-000-SAAS-ENT	Workforce Attendance v7 - per employee per month	\$0.99
511210	8800151-000	Workforce Leave V7 - per employee	\$36.81

SIN	Part#	Description	Price (Contract Price)
511210	8800151-000-GM	Workforce Leave V7 - per license - Gold Maintenance	\$8.14
511210	8800151-000-PM	Workforce Leave V7 - per license - Platinim Maintenance	\$9.25
54151ECOM	8800151-000-SAAS-ENT	Workforce Leave v7 - per employee per month	\$1.97
511210	8800152-000	Workforce Absence Manager V7 - per employee	\$40.81
511210	8800152-000-GM	Workforce Absence Manager V7 - per license Gold Maintenance	\$9.03
511210	8800152-000-PM	Workforce Absence Manager V7 - per license Platinum Maintenance	\$10.25
54151ECOM	8800152-000-SAAS-ENT	Workforce Absence Manager v7 - per employee per month	\$2.47
511210	8800153-000	Workforce Record Manager V7 - per employee	\$4.80
511210	8800153-000-GM	Workforce Record Manager V7 - per employee - Gold Maintenance	\$1.06
511210	8800153-000-PM	Workforce Record Manager V7 - per employee Platinum Maintenance	\$1.21
54151ECOM	8800153-000-SAAS-ENT	Workforce Record Manager v7 - per employee per month	\$0.29
511210	8800154-000	Workforce Integration Manager V7 - per employee	\$10.40
511210	8800154-000-GM	Workforce Integration Manager V7 - per Employee- Gold Maintenance	\$2.30
511210	8800154-000-PM	Workforce Integration Manager V7 - per Employee - Platinum Maintenance	\$2.61
54151ECOM	8800154-000-SAAS-ENT	Workforce Integration Manager v7 - per employee per month	\$0.99
511210	8800155-000	Workforce Task Management V7 - per employee	\$36.01
511210	8800155-000-GM	Workforce Task Management V7 - per employee Gold Maintenance	\$7.96
511210	8800155-000-PM	Workforce Task Management V7 - per employee Platinum Maintenance	\$9.05
54151ECOM	8800155-000-SAAS-ENT	Workforce Task Management v7- per employee per month	\$2.47
511210	8800156-000	Workforce Mobile Employee V7 - per employee	\$6.40
54151ECOM	8800156-000-SAAS-ENT	Workforce Mobile Employee v7 - per employee per month	\$0.74
511210	8800156-000GM	GOLD MAINTENANCE FOR WORKFORCE MOBILE EMPLOYEE, V7 - PER EMPLOYEE	\$1.42
511210	8800156-000PM	PLATINUM MAINTENANCE FOR WORKFORCE MOBILE EMPLOYEE, V7 - PER EMPLOYEE	\$1.61
511210	8800157-000	Workforce Mobile Manager V7 - per Mgr	\$52.01
54151ECOM	8800157-000-SAAS-ENT	Workforce Mobile Manager v7 - per employee per month	\$3.46
511210	8800157-000GM	GOLD MAINTENANCE FOR WORKFORCE MOBILE MANAGER, V7 - PER EMPLOYEE	\$11.50
511210	8800157-000PM	PLATINUM MAINTENANCE FOR WORKFORCE MOBILE MANAGER, V7 - PER EMPLOYEE	\$13.07
511210	8800158-000	Workforce Tablet V7 - per employee	\$79.22
511210	8800158-000-GM	Workforce Tablet v7- per employee -Gold Maintenance	\$17.52
511210	8800158-000-PM	Workforce Tablet v7- per employee - Platinum Maintenance	\$19.90
54151ECOM	8800158-000-SAAS-ENT	Workforce Tablet v7 - per employee per month	\$0.99

SIN	Part#	Description	Price (Contract Price)
511210	8800175-000	Workforce Timekeeper V8 - per employee	\$47.21
54151ECOM	8800175-000-SAAS-ENT	Workforce Timekeeper v8- per employee per month	\$4.94
54151ECOM	8800175-000-SAAS-SMB	Workforce Timekeeper v8- per employee per month	\$4.94
511210	8800175-000GM	Gold Maintenance for Workforce Timekeeper V8 - per employee	\$10.44
511210	8800175-000PM	Platinum Maintenance for Workforce Timekeeper V8 - per employee	\$11.86
511210	8800176-000	Workforce Accruals V8 - per employee	\$18.40
54151ECOM	8800176-000-SAAS-ENT	Workforce Accruals v8 - per employee per month	\$0.99
54151ECOM	8800176-000-SAAS-SMB	Workforce Accruals v8 - per employee per month	\$0.99
511210	8800176-000GM	Gold Maintenance for Workforce Accruals V8 - per employee	\$4.07
511210	8800176-000PM	Platinum Maintenance for Workforce Accruals V8 - per employee	\$4.63
511210	8800177-000	Workforce Employee V8 - per employee	\$32.01
54151ECOM	8800177-000-SAAS-ENT	Workforce Employee v8 - per employee per month	\$1.48
54151ECOM	8800177-000-SAAS-SMB	Workforce Employee v8 - per employee per month	\$1.48
511210	8800177-000GM	Gold Maintenance for Workforce Employee V8 - per employee	\$7.08
511210	8800177-000PM	Platinum Maintenance for Workforce Employee V8 - per employee	\$8.04
511210	8800178-000	Managers for Workforce Central V8 - per Mgr	\$369.69
54151ECOM	8800178-000-SAAS-ENT	Workforce Manager v8 - per Mgr per month	\$24.66
54151ECOM	8800178-000-SAAS-SMB	Workforce Manager v8 - per Mgr per month	\$24.66
511210	8800178-000GM	Gold Maintenance for Workforce Manager V8 - per employee	\$81.74
511210	8800178-000PM	Platinum Maintenance for Workforce Manager V8 - per employee	\$92.89
511210	8800179-000	Workforce Scheduler V8 - per employee	\$52.01
54151ECOM	8800179-000-SAAS-ENT	Workforce Scheduler v8 - per employee per month	\$2.47
54151ECOM	8800179-000-SAAS-SMB	Workforce Scheduler v8 - per employee per month	\$2.47
511210	8800179-000GM	Gold Maintenance for Workforce Scheduler V8 - per employee	\$11.50
511210	8800179-000PM	Platinum Maintenance for Workforce Scheduler V8 - per employee	\$13.07
511210	8800180-000	Workforce Activities V8 - per license	\$56.01
54151ECOM	8800180-000-SAAS-ENT	Workforce Activities v8 - per employee per month	\$2.47
54151ECOM	8800180-000-SAAS-SMB	Workforce Activities v8 - per employee per month	\$2.47
511210	8800180-000GM	Gold Maintenance for Workforce Activities V8 - per employee	\$12.39
511210	8800180-000PM	Platinum Maintenance for Workforce Activities V8 - per employee	\$14.07
511210	8800181-000	Workforce Attendance V8 - per employee	\$18.40
54151ECOM	8800181-000-SAAS-ENT	Workforce Attendance v8 - per employee per month	\$0.99
54151ECOM	8800181-000-SAAS-SMB	Workforce Attendance v8 - per employee per month	\$0.99

SIN	Part#	Description	Price (Contract Price)
511210	8800181-000GM	Gold Maintenance for Workforce Attendance V8 - per employee	\$4.07
511210	8800181-000PM	Platinum Maintenance for Workforce Attendance V8 - per employee	\$4.63
511210	8800182-000	Workforce Leave V8 - per employee	\$36.81
54151ECOM	8800182-000-SAAS-ENT	Workforce Leave v8 - per employee per month	\$1.97
54151ECOM	8800182-000-SAAS-SMB	Workforce Leave v8 - per employee per month	\$1.97
511210	8800182-000GM	Gold Maintenance for Workforce Leave V8 - per employee	\$8.14
511210	8800182-000PM	Platinum Maintenance for Workforce Leave V8 - per employee	\$9.25
511210	8800183-000	Workforce Absence Manager V8 - per employee	\$40.81
54151ECOM	8800183-000-SAAS-ENT	Workforce Absence Manager v8 - per employee per month	\$2.47
54151ECOM	8800183-000-SAAS-SMB	Workforce Absence Manager v8 - per employee per month	\$2.47
511210	8800183-000GM	Gold Maintenance for Workforce Absence Manager V8 - per employee	\$9.03
511210	8800183-000PM	Platinum Maintenance for Workforce Absence Manager V8 - per employee	\$10.25
511210	8800184-000	Kronos Enterprise Archive V8 - per employee	\$4.80
54151ECOM	8800184-000-SAAS-ENT	Workforce Enterprise Archive v8 - per employee per month (Replaces Workforce Record Manager)	\$0.29
54151ECOM	8800184-000-SAAS-SMB	Workforce Enterprise Archive v8 - per employee per month (Replaces Workforce Record Manager)	\$0.29
511210	8800184-000GM	Gold Maintenance for Workforce Enterprise Archive V8 - per employee	\$1.06
511210	8800184-000PM	Platinum Maintenance for Workforce Enterprise Archive V8 - per employee	\$1.21
511210	8800185-000	Workforce Integration Manager V8 - per employee	\$10.40
54151ECOM	8800185-000-SAAS-ENT	Workforce Integration Manager v8 - per employee per month	\$0.99
54151ECOM	8800185-000-SAAS-SMB	Workforce Integration Manager v8 - per employee per month	\$0.99
511210	8800185-000GM	Gold Maintenance for Workforce Integration Manager V8 - per employee	\$2.30
511210	8800185-000PM	Platinum Maintenance for Workforce Integration Manager V8 - per employee	\$2.61
511210	8800186-000	Workforce Task Management V8 - per employee	\$36.01
54151ECOM	8800186-000-SAAS-ENT	Workforce Task Management v8 - per employee per month	\$2.47
54151ECOM	8800186-000-SAAS-SMB	Workforce Task Management v8 - per employee per month	\$2.47
511210	8800186-000GM	Gold Maintenance for Workforce Task Management V8 - per employee	\$7.96
511210	8800186-000PM	Platinum Maintenance for Workforce Task Management V8 - per employee	\$9.05
511210	8800187-000	Workforce Mobile Employee V8 - per employee	\$6.40
54151ECOM	8800187-000-SAAS-ENT	Workforce Mobile Employee v8 - per employee per month	\$0.74
54151ECOM	8800187-000-SAAS-SMB	Workforce Mobile Employee v8 - per employee per month	\$0.74

SIN	Part#	Description	Price (Contract Price)
511210	8800187-000GM	Gold Maintenance for Workforce Mobile Employee V8 - per employee	\$1.42
511210	8800187-000PM	Platinum Maintenance for Workforce Mobile Employee V8 - per employee	\$1.61
511210	8800188-000	Workforce Mobile Manager V8 - per Mgr	\$52.01
54151ECOM	8800188-000-SAAS-ENT	Workforce Mobile Manager v8 - per employee per month	\$3.46
54151ECOM	8800188-000-SAAS-SMB	Workforce Mobile Manager v8 - per employee per month	\$3.46
511210	8800188-000GM	Gold Maintenance for Workforce Mobile Manager V8 - per employee	\$11.50
511210	8800188-000PM	Platinum Maintenance for Workforce Mobile Manager V8 - per employee	\$13.07
511210	8800189-000	Workforce Tablet V8 - per employee	\$79.22
54151ECOM	8800189-000-SAAS-ENT	Workforce Tablet v8 - per employee per month	\$0.99
54151ECOM	8800189-000-SAAS-SMB	Workforce Tablet v8 - per employee per month	\$0.99
511210	8800189-000GM	Gold Maintenance for Workforce Tablet V8 - per employee	\$17.52
511210	8800189-000PM	Platinum Maintenance for Workforce Tablet V8 - per employee	\$19.90
33411	8900181-101	InTouch Replacement Security Screw Removal Tool	\$4.96
33411	9600166-101	InTouch Replacement Hardware Accessory Packet for Standard and Slim Enclosures	\$6.16
33411	9600323-021	InTouch DX Replacement Hardware Accessory Packet	\$8.27
54151	9900064-PRO-AC	CSG ENTERPRISE - APPLICATION CONSULTANT (per hour)	\$209.25
54151	9990001-DED	Monthly Dedicated - PM/SC/AC	\$21,981.68
54151	9990002-DED	Monthly Dedicated - TC	\$27,054.38
54151	9990002-EDU	UKG PRO WORKFORCE MANAGEMENT USER ADOPTION SERVICES	\$223.20
54151	9990002-ENT-AC	Paragon ENTERPRISE - APPLICATION CONSULTANT (per hour)	\$209.25
54151	9990002-ENT-ANALYTICS CON	Paragon ENTERPRISE - ANALYTICS CONSULTANT (per hour)	\$227.21
54151	9990002-ENT-EP	Paragon ENTERPRISE - ENGAGEMENT PRINCIPAL (per hour)	\$243.06
54151	9990002-ENT-IC	Paragon ENTERPRISE - INTEGRATION CONSULTANT (per hour)	\$209.25
54151	9990002-ENT-KSS CON	Paragon ENTERPRISE - KSS CONSULTANT (per hour)	\$227.21
54151	9990002-ENT-MGMT CON	Paragon ENTERPRISE - MANAGEMENT CONSULTANT (per hour)	\$243.06
54151	9990002-ENT-MSC	Paragon ENTERPRISE - MANAGED SERVICES CONSULTANT (per hour)	\$227.21
54151	9990002-ENT-OC	Paragon ENTERPRISE - OPTIMIZATION CONSULTANT (per hour)	\$227.21
54151	9990002-ENT-PM	Paragon ENTERPRISE - PROJECT MANAGER (per hour)	\$243.07
54151	9990002-ENT-SIC	Paragon ENTERPRISE - SENIOR INTEGRATION CONSULTANT (per hour)	\$227.21
54151	9990002-ENT-SOL ARC	Paragon ENTERPRISE - SOLUTION ARCHITECT (per hour)	\$227.21
54151	9990002-ENT-SOL CON	Paragon ENTERPRISE - SOLUTION CONSULTANT (per hour)	\$209.25

SIN	Part#	Description	Price (Contract Price)
54151	9990002-ENT-SOL DEV	Paragon ENTERPRISE - SOLUTION DEVELOPER (per hour)	\$249.41
54151	9990002-ENT-TC	Paragon ENTERPRISE - TECHNOLOGY CONSULTANT (per hour)	\$227.21
54151	9990002-HOS-AC	Paragon HOSPITAL - APPLICATION CONSULTANT (per hour)	\$209.25
54151	9990002-HOS-ANALYTICS CON	Paragon HOSPITAL - ANALYTICS CONSULTANT (per hour)	\$227.21
54151	9990002-HOS-EP	Paragon HOSPITAL - ENGAGEMENT PRINCIPAL (per hour)	\$243.06
54151	9990002-HOS-IC	Paragon HOSPITAL - INTEGRATION CONSULTANT (per hour)	\$209.25
54151	9990002-HOS-KSS CON	Paragon HOSPITAL - KSS CONSULTANT (per hour)	\$227.21
54151	9990002-HOS-MGMT CON	Paragon HOSPITAL - MANAGEMENT CONSULTANT (per hour)	\$243.06
54151	9990002-HOS-MSC	Paragon HOSPITAL - MANAGED SERVICES CONSULTANT (per hour)	\$227.21
54151	9990002-HOS-OC	Paragon HOSPITAL - OPTIMIZATION CONSULTANT (per hour)	\$227.21
54151	9990002-HOS-PM	Paragon HOSPITAL - PROJECT MANAGER (per hour)	\$243.07
54151	9990002-HOS-SIC	Paragon HOSPITAL - SENIOR INTEGRATION CONSULTANT (per hour)	\$227.21
54151	9990002-HOS-SOL ARC	Paragon HOSPITAL - SOLUTION ARCHITECT (per hour)	\$227.21
54151	9990002-HOS-SOL CON	Paragon HOSPITAL - SOLUTION CONSULTANT (per hour)	\$209.25
54151	9990002-HOS-SOL DEV	Paragon HOSPITAL - SOLUTION DEVELOPER (per hour)	\$249.41
54151	9990002-HOS-TC	Paragon HOSPITAL - TECHNOLOGY CONSULTANT (per hour)	\$227.21
54151	9990002-MID-AC	Paragon MID-MARKET FIELD - APPLICATION CONSULTANT (per hour)	\$209.25
54151	9990002-MID-ANALYTICS CON	Paragon MID-MARKET FIELD - ANALYTICS CONSULTANT (per hour)	\$227.21
54151	9990002-MID-EP	Paragon MID-MARKET FIELD - ENGAGEMENT PRINCIPAL (per hour)	\$243.06
54151	9990002-MID-IC	Paragon MID-MARKET FIELD - INTEGRATION CONSULTANT (per hour)	\$209.25
54151	9990002-MID-KSS CON	Paragon MID-MARKET FIELD - KSS CONSULTANT (per hour)	\$227.21
54151	9990002-MID-MGMT CON	Paragon MID-MARKET FIELD - MANAGEMENT CONSULTANT (per hour)	\$243.06
54151	9990002-MID-MSC	Paragon MID-MARKET FIELD - MANAGED SERVICES CONSULTANT (per hour)	\$227.21
54151	9990002-MID-OC	Paragon MID-MARKET FIELD - OPTIMIZATION CONSULTANT (per hour)	\$227.21
54151	9990002-MID-PM	Paragon MID-MARKET FIELD - PROJECT MANAGER (per hour)	\$243.07
54151	9990002-MID-SIC	Paragon MID-MARKET FIELD - SENIOR INTEGRATION CONSULTANT (per hour)	\$227.21
54151	9990002-MID-SOL ARC	Paragon MID-MARKET FIELD - SOLUTION ARCHITECHT (per hour)	\$227.21
54151	9990002-MID-SOL CON	Paragon MID-MARKET FIELD - SOLUTION CONSULTANT (per hour)	\$209.25

SIN	Part#	Description	Price (Contract Price)
54151	9990002-MID-SOL DEV	Paragon MID-MARKET FIELD - SOLUTION DEVELOPER (per hour)	\$249.41
54151	9990002-MID-TC	Paragon MID-MARKET FIELD - TECHNOLOGY CONSULTANT (per hour)	\$227.21
54151	9990002-ONL-AC	Paragon ONLINE REMOTE - APPLICATION CONSULTANT (per hour)	\$209.25
54151	9990002-ONL-ANALYTICS CON	Paragon ONLINE REMOTE - ANALYTICS CONSULTANT (per hour)	\$227.21
54151	9990002-ONL-EP	Paragon ONLINE REMOTE - ENGAGEMENT PRINCIPAL (per hour)	\$243.06
54151	9990002-ONL-IC	Paragon ONLINE REMOTE - INTEGRATION CONSULTANT (per hour)	\$209.25
54151	9990002-ONL-KSS CON	Paragon ONLINE REMOTE - KSS CONSULTANT (per hour)	\$227.21
54151	9990002-ONL-MGMT CON	Paragon ONLINE REMOTE - MANAGEMENT CONSULTANT (per hour)	\$243.06
54151	9990002-ONL-MSC	Paragon ONLINE REMOTE - MANAGED SERVICES CONSULTANT (per hour)	\$227.21
54151	9990002-ONL-OC	Paragon ONLINE REMOTE - OPTIMIZATION CONSULTANT (per hour)	\$227.21
54151	9990002-ONL-PM	Paragon ONLINE REMOTE - PROJECT MANAGER (per hour)	\$243.07
54151	9990002-ONL-SIC	Paragon ONLINE REMOTE - SENIOR INTEGRATION CONSULTANT (per hour)	\$227.21
54151	9990002-ONL-SOL ARC	Paragon ONLINE REMOTE - SOLUTION ARCHITECHT (per hour)	\$227.21
54151	9990002-ONL-SOL CON	Paragon ONLINE REMOTE - SOLUTION CONSULTANT (per hour)	\$209.25
54151	9990002-ONL-SOL DEV	Paragon ONLINE REMOTE - SOLUTION DEVELOPER (per hour)	\$249.41
54151	9990002-ONL-TC	Paragon ONLINE REMOTE - TECHNOLOGY CONSULTANT (per hour)	\$227.21
54151	9990002-RET-ANALYTICS CON	Paragon RETAIL - ANALYTICS CONSULTANT (per hour)	\$227.21
54151	9990002-RET-EP	Paragon RETAIL - ENGAGEMENT PRINCIPAL (per hour)	\$243.06
54151	9990002-RET-IC	Paragon RETAIL - INTEGRATION CONSULTANT (per hour)	\$209.25
54151	9990002-RET-KSS CON	Paragon RETAIL - KSS CONSULTANT (per hour)	\$227.21
54151	9990002-RET-MGMT CON	Paragon RETAIL - MANAGEMENT CONSULTANT (per hour)	\$243.06
54151	9990002-RET-MSC	Paragon RETAIL - MANAGED SERVICES CONSULTANT (per hour)	\$227.21
54151	9990002-RET-OC	Paragon RETAIL - OPTIMIZATION CONSULTANT (per hour)	\$227.21
54151	9990002-RET-SIC	Paragon RETAIL - SENIOR INTEGRATION CONSULTANT (per hour)	\$227.21
54151	9990002-RET-SOL ARC	Paragon RETAIL - SOLUTION ARCHITECHT (per hour)	\$227.21
54151	9990002-RET-SOL CON	Paragon RETAIL - SOLUTION CONSULTANT (per hour)	\$209.25
54151	9990002-RET-SOL DEV	Paragon RETAIL - SOLUTION DEVELOPER (per hour)	\$249.41
54151	9990002-RET-TC	Paragon RETAIL - TECHNOLOGY CONSULTANT (per hour)	\$227.21
54151	9990002-TTE	TTE - Implementation	\$185.99
54151	9990003-CED	Engineering Discovery	\$79.25

SIN	Part#	Description	Price (Contract Price)
54151	9990003-CON	Optimization Services	\$181.77
54151	9990003-HOS-AC	Paragon HOS HRMS - APPLICATION CONSULTANT (per hour)	\$209.25
54151	9990003-HOS-ANALYTICS CON	Paragon HOS HRMS - ANALYTICS CONSULTANT (per hour)	\$227.21
54151	9990003-HOS-EP	Paragon HOS HRMS - ENGAGEMENT PRINCIPAL (per hour)	\$243.06
54151	9990003-HOS-IC	Paragon HOS HRMS - INTEGRATION CONSULTANT (per hour)	\$209.25
54151	9990003-HOS-KSS CON	Paragon HOS HRMS - KSS CONSULTANT (per hour)	\$227.21
54151	9990003-HOS-MGMT CON	Paragon HOS HRMS - MANAGEMENT CONSULTANT (per hour)	\$243.06
54151	9990003-HOS-MSC	Paragon HOS HRMS - MANAGED SERVICES CONSULTANT (per hour)	\$227.21
54151	9990003-HOS-OC	Paragon HOS HRMS - OPTIMIZATION CONSULTANT (per hour)	\$227.21
54151	9990003-HOS-PM	Paragon HOS HRMS - PROJECT MANAGER (per hour)	\$243.07
54151	9990003-HOS-SIC	Paragon HOS HRMS - SENIOR INTEGRATION CONSULTANT (per hour)	\$227.21
54151	9990003-HOS-SOL ARC	Paragon HOS HRMS - SOLUTION ARCHITECHT (per hour)	\$227.21
54151	9990003-HOS-SOL CON	Paragon HOS HRMS - SOLUTION CONSULTANT (per hour)	\$209.25
54151	9990003-HOS-SOL DEV	Paragon HOS HRMS - SOLUTION DEVELOPER (per hour)	\$249.41
54151	9990003-HOS-TC	Paragon HOS HRMS - TECHNOLOGY CONSULTANT (per hour)	\$227.21
54151	9990003-KSS	Solution Services Discovery (per hour)	\$199.94
54151	9990003-MID-AC	Paragon MID MKT HRMS - APPLICATION CONSULTANT (per hour)	\$209.25
54151	9990003-MID-ANALYTICS CON	Paragon MID MKT HRMS - ANALYTICS CONSULTANT (per hour)	\$227.21
54151	9990003-MID-EP	Paragon MID MKT HRMS - ENGAGEMENT PRINCIPAL (per hour)	\$243.06
54151	9990003-MID-IC	Paragon MID MKT HRMS - INTEGRATION CONSULTANT (per hour)	\$209.25
54151	9990003-MID-KSS CON	Paragon MID MKT HRMS - KSS CONSULTANT (per hour)	\$227.21
54151	9990003-MID-MGMT CON	Paragon MID MKT HRMS - MANAGEMENT CONSULTANT (per hour)	\$243.06
54151	9990003-MID-MSC	Paragon MID MKT HRMS - MANAGED SERVICES CONSULTANT (per hour)	\$227.21
54151	9990003-MID-OC	Paragon MID MKT HRMS - OPTIMIZATION CONSULTANT (per hour)	\$227.21
54151	9990003-MID-PM	Paragon MID MKT HRMS - PROJECT MANAGER (per hour)	\$243.07
54151	9990003-MID-SIC	Paragon MID MKT HRMS - SENIOR INTEGRATION CONSULTANT (per hour)	\$227.21
54151	9990003-MID-SOL ARC	Paragon MID MKT HRMS - SOLUTION ARCHITECHT (per hour)	\$227.21
54151	9990003-MID-SOL CON	Paragon MID MKT HRMS - SOLUTION CONSULTANT (per hour)	\$209.25
54151	9990003-MID-SOL DEV	Paragon MID MKT HRMS - SOLUTION DEVELOPER (per hour)	\$249.41

SIN	Part#	Description	Price (Contract Price)
54151	9990003-MID-TC	Paragon MID MKT HRMS - TECHNOLOGY CONSULTANT (per hour)	\$227.21
54151	9990003-ONL-AC	Paragon ONLINE HRMS REMOTE - APPLICATION CONSULTANT	\$209.25
54151	9990003-ONL-ANALYTICS CON	Paragon ONLINE HRMS REMOTE - ANALYTICS CONSULTANT (per hour)	\$227.21
54151	9990003-ONL-EP	Paragon ONLINE HRMS REMOTE - ENGAGEMENT PRINCIPAL (per hour)	\$243.06
54151	9990003-ONL-IC	Paragon ONLINE HRMS REMOTE - INTEGRATION CONSULTANT (per hour)	\$209.25
54151	9990003-ONL-KSS CON	Paragon ONLINE HRMS REMOTE - KSS CONSULTANT (per hour)	\$227.21
54151	9990003-ONL-MGMT CON	Paragon ONLINE HRMS REMOTE - MANAGEMENT CONSULTANT (per hour)	\$243.06
54151	9990003-ONL-MSC	Paragon ONLINE HRMS REMOTE - MANAGED SERVICES CONSULTANT (per hour)	\$227.21
54151	9990003-ONL-OC	Paragon ONLINE HRMS REMOTE - OPTIMIZATION CONSULTANT (per hour)	\$227.21
54151	9990003-ONL-PM	Paragon ONLINE HRMS REMOTE - PROJECT MANAGER (per hour)	\$243.07
54151	9990003-ONL-SIC	Paragon ONLINE HRMS REMOTE - SENIOR INTEGRATION CONSULTANT (per hour)	\$227.21
54151	9990003-ONL-SOL ARC	Paragon ONLINE HRMS REMOTE - SOLUTION ARCHITECHT (per hour)	\$227.21
54151	9990003-ONL-SOL CON	Paragon ONLINE HRMS REMOTE - SOLUTION CONSULTANT (per hour)	\$209.25
54151	9990003-ONL-SOL DEV	Paragon ONLINE HRMS REMOTE - SOLUTION DEVELOPER (per hour)	\$249.41
54151	9990003-ONL-TC	Paragon ONLINE HRMS REMOTE - TECHNOLOGY CONSULTANT (per hour)	\$227.21
54151	9990004-CON	Reporting Analysis	\$181.77
54151	9990004-ENT-AC	Paragon ENT HRMS - APPLICATION CONSULTANT	\$209.25
54151	9990004-ENT-ANALYTICS CON	Paragon ENT HRMS - ANALYTICS CONSULTANT (per hour)	\$227.21
54151	9990004-ENT-EP	Paragon ENT HRMS - ENGAGEMENT PRINCIPAL (per hour)	\$243.06
54151	9990004-ENT-IC	Paragon ENT HRMS - INTEGRATION CONSULTANT (per hour)	\$209.25
54151	9990004-ENT-KSS CON	Paragon ENT HRMS - KSS CONSULTANT (per hour)	\$227.21
54151	9990004-ENT-MGMT CON	Paragon ENT HRMS - MANAGEMENT CONSULTANT (per hour)	\$243.06
54151	9990004-ENT-MSC	Paragon ENT HRMS - MANAGED SERVICES CONSULTANT (per hour)	\$227.21
54151	9990004-ENT-OC	Paragon ENT HRMS - OPTIMIZATION CONSULTANT (per hour)	\$227.21
54151	9990004-ENT-PM	Paragon ENT HRMS - PROJECT MANAGER (per hour)	\$243.07
54151	9990004-ENT-SIC	Paragon ENT HRMS - SENIOR INTEGRATION CONSULTANT (per hour)	\$227.21
54151	9990004-ENT-SOL ARC	Paragon ENT HRMS - SOLUTION ARCHITECHT (per hour)	\$227.21
54151	9990004-ENT-SOL CON	Paragon ENT HRMS - SOLUTION CONSULTANT (per hour)	\$209.25
54151	9990004-ENT-SOL DEV	Paragon ENT HRMS - SOLUTION DEVELOPER (per hour)	\$249.41

SIN	Part#	Description	Price (Contract Price)
54151	9990004-ENT-TC	Paragon ENT HRMS - TECHNOLOGY CONSULTANT (per hour)	\$227.21
54151	9990004-KSS	Solution Services Integration (per hour)	\$199.94
54151	9990004-MID-AC	Paragon MID MARKET - APPLICATION CONSULTANT (per hour)	\$209.25
54151	9990004-MID-ANALYTICS CON	Paragon MID-MARKET - ANALYTICS CONSULTANT (per hour)	\$227.21
54151	9990004-MID-EP	Paragon MID-MARKET - ENGAGEMENT PRINCIPAL (per hour)	\$243.06
54151	9990004-MID-IC	Paragon MID-MARKET - INTEGRATION CONSULTANT (per hour)	\$209.25
54151	9990004-MID-KSS CON	Paragon MID-MARKET - KSS CONSULTANT (per hour)	\$227.21
54151	9990004-MID-MGMT CON	Paragon MID-MARKET - MANAGEMENT CONSULTANT (per hour)	\$243.06
54151	9990004-MID-MSC	Paragon MID-MARKET - MANAGED SERVICES CONSULTANT (per hour)	\$227.21
54151	9990004-MID-OC	Paragon MID-MARKET - OPTIMIZATION CONSULTANT (per hour)	\$227.21
54151	9990004-MID-PM	Paragon MID-MARKET - PROJECT MANAGER (per hour)	\$243.07
54151	9990004-MID-SIC	Paragon MID-MARKET - SENIOR INTEGRATION CONSULTANT (per hour)	\$227.21
54151	9990004-MID-SOL ARC	Paragon MID-MARKET - SOLUTION ARCHITECHT (per hour)	\$227.21
54151	9990004-MID-SOL CON	Paragon MID-MARKET - SOLUTION CONSULTANT (per hour)	\$209.25
54151	9990004-MID-SOL DEV	Paragon MID-MARKET - SOLUTION DEVELOPER (per hour)	\$249.41
54151	9990004-MID-TC	Paragon MID-MARKET - TECHNOLOGY CONSULTANT (per hour)	\$227.21
54151	9990004-ONL-AC	Paragon ONLINE TIME ESSENTIALS - APPLICATIONS CONSULTANT (per hour)	\$209.25
54151	9990004-ONL-PM	Paragon ONLINE TIME ESSENTIALS - PROJECT MANAGER (per hour)	\$243.07
54151	9990004-ONL-TC	Paragon ONLINE TIME ESSENTIALS - TECHNOLOGY CONSULTANT	\$227.21
54151ECOM	9990005-ENT	UKG READY UKG CONSULTANT (TIME AND MATERIALS)	\$174.37
54151	9990005-MID-AC	Paragon MID-MARKET - SUITE ESSENTIALS (HRMS) - APPLICATION CONSULTANT (per hour)	\$209.25
54151	9990005-MID-PM	Paragon MID-MARKET - SUITE ESSENTIALS (HRMS) - PROJECT MANAGER (per hour)	\$243.07
54151	9990005-MID-TC	Paragon MID-MARKET - SUITE ESSENTIALS (HRMS) - TECHNOLOGY CONSULTANT (per hour)	\$227.21
54151	9990005-ONL-AC	Paragon ONLINE - SUITE ESSENTIALS (HRMS) - APPLICATION CONSULTANT (per hour)	\$209.25
54151	9990005-ONL-PM	Paragon ONLINE - SUITE ESSENTIALS (HRMS) - PROJECT MANAGER (per hour)	\$243.07
54151	9990005-ONL-TC	Paragon ONLINE - SUITE ESSENTIALS (HRMS) - TECHNOLOGY CONSULTANT (per hour)	\$227.21
54151	9990006-SMB-A	TELESTAFF NEW NEW SMB IMPLEMENTATION	\$21,136.02
54151	9990006-SMB-B	TELESTAFF SMB MIGRATION FOR DIMENSIONS	\$8,454.41
54151	9990007-CON	Report Writing Services	\$181.77
54151	9990007-ONL	Momentum Online Data Launch Service	\$152.18

SIN	Part#	Description	Price (Contract Price)
54151	9990007-SMB-A	TELESTAFF ADDITIONAL BUSINESS UNIT FOR 24/HOUR STAFFING	\$13,019.79
54151	9990007-SMB-B	TELESTAFF EXTRA DUTY MANAGEMENT	\$1,301.98
54151	9990007-SMB-C	TELESTAFF EXTRA DUTY MANAGEMENT	\$8,454.41
54151	9990007-SMB-D	TELESTAFF W/ DIMENSIONS EXTRA DUTY EVENT MANAGEMENT PRODUCTS	\$1,301.98
54151	9990008-ONL	Momentum Online iSeries*	\$156.40
54151	9990008-ONL-AC	Paragon ONLINE iSERIES - APPLICATION CONSULTANT (per hour)	\$209.25
54151	9990008-ONL-ANALYTICS CON	Paragon ONLINE iSERIES - ANALYTICS CONSULTANT (per hour)	\$227.21
54151	9990008-ONL-EP	Paragon ONLINE iSERIES - ENGAGEMENT PRINCIPAL (per hour)	\$243.06
54151	9990008-ONL-IC	Paragon ONLINE iSERIES - INTEGRATION CONSULTANT (per hour)	\$209.25
54151	9990008-ONL-KSS CON	Paragon ONLINE iSERIES - KSS CONSULTANT (per hour)	\$227.21
54151	9990008-ONL-MGMT CON	Paragon ONLINE iSERIES - MANAGEMENT CONSULTANT (per hour)	\$243.06
54151	9990008-ONL-MSC	Paragon ONLINE iSERIES - MANAGED SERVICES CONSULTANT (per hour)	\$227.21
54151	9990008-ONL-OC	Paragon ONLINE iSERIES - OPTIMIZATION CONSULTANT (per hour)	\$227.21
54151	9990008-ONL-PM	Paragon ONLINE iSERIES - PROJECT MANAGER(per hour)	\$243.06
54151	9990008-ONL-SIC	Paragon ONLINE iSERIES - SENIOR INTEGRATION CONSULTANT (per hour)	\$227.21
54151	9990008-ONL-SOL ARC	Paragon ONLINE iSERIES - SOLUTION ARCHITECHT (per hour)	\$227.21
54151	9990008-ONL-SOL CON	Paragon ONLINE iSERIES - SOLUTION CONSULTANT (per hour)	\$209.25
54151	9990008-ONL-SOL DEV	Paragon ONLINE iSERIES - SOLUTION DEVELOPER (per hour)	\$249.41
54151	9990008-ONL-TC	Paragon ONLINE iSERIES - TECHNOLOGY CONSULTANT (per hour)	\$227.21
54151	9990009-CON	Database Support Services	\$181.77
54151	9990009-ONL	Momentum Online Analytics	\$152.18
54151	9990009-ONL-AC	Paragon ONLINE ANALYTICS - APPLICATION CONSULTANT (per hour)	\$209.25
54151	9990009-ONL-ANALYTICS CON	Paragon ONLINE ANALYTICS - ANALYTICS CONSULTANT (per hour)	\$227.21
54151	9990009-ONL-EP	Paragon ONLINE ANALYTICS - ENGAGEMENT PRINCIPAL (per hour)	\$243.06
54151	9990009-ONL-IC	Paragon ONLINE ANALYTICS - INTEGRATION CONSULTANT (per hour)	\$209.25
54151	9990009-ONL-KSS CON	Paragon ONLINE ANALYTICS - KSS CONSULTANT (per hour)	\$227.21
54151	9990009-ONL-MGMT CON	Paragon ONLINE ANALYTICS - MANAGEMENT CONSULTANT (per hour)	\$243.06
54151	9990009-ONL-MSC	Paragon ONLINE ANALYTICS - MANAGED SERVICES CONSULTANT (per hour)	\$227.21
54151	9990009-ONL-OC	Paragon ONLINE ANALYTICS - OPTIMIZATION CONSULTANT (per hour)	\$227.21
54151	9990009-ONL-PM	Paragon ONLINE ANALYTICS - PROJECT MANAGER (per hour)	\$243.06
54151	9990009-ONL-SIC	Paragon ONLINE ANALYTICS - SENIOR INTEGRATION CONSULTANT (per hour)	\$227.21

SIN	Part#	Description	Price (Contract Price)
54151	9990009-ONL-SOL ARC	Paragon ONLINE ANALYTICS - SOLUTION ARCHITECHT (per hour)	\$227.21
54151	9990009-ONL-SOL CON	Paragon ONLINE ANALYTICS - SOLUTION CONSULTANT (per hour)	\$209.25
54151	9990009-ONL-SOL DEV	Paragon ONLINE ANALYTICS - SOLUTION DEVELOPER (per hour)	\$249.41
54151	9990009-ONL-TC	Paragon ONLINE ANALYTICS - TECHNOLOGY CONSULTANT (per hour)	\$227.21
54151	9990010-CON	Technical Mentoring	\$181.77
54151	9990010-KSS	Solution Services Consulting (per hour)	\$199.94
54151	9990011-CON	Change Management Consulting	\$181.77
54151	9990012-KSS	Solution Services SFW Tool Professional Services - per hour	\$181.77
54151	9990013-054	Crystal Report Services (per hour) (Qty of Hours per Statement of Work)	\$158.52
54151	9990028-CON	Change Management Planning	\$181.77
54151	9990029-PRO	Kronos Professional Services - per hour	\$227.21
54151	9990030-CON	Upgrade Technology Assessment	\$181.77
54151	9990030-PRO	Labor Analytics Implementation*	\$152.18
54151	9990031-CON	System Health Check - One Time	\$181.77
54151	9990032-CON	Upgrade Solution Assessment	\$181.77
54151	9990033-CON	System Health Check - Quarterly	\$181.77
54151	9990034-CON	Program Management	\$181.77
54151	9990035-CON	Frontline Labor Management Analysis	\$181.77
54151	9990036-CON	Enabling Email Notifications	\$181.77
54151	9990037-CON	Configuration Services in all Systems	\$181.77
54151	9990038-CON	System Integration Assessment	\$181.77
54151	9990038-PRO	Professional Services ESP	\$169.09
54151	9990039-CON	Roadmap Planning	\$181.77
54151	9990040-CON	HRMS Mentoring and Knowledge Transfer	\$181.77
54151	9990041-CON	Performance Management Standardization	\$181.77
54151	9990042-CON	Implementation Planning Study	\$181.77
54151	9990043-CON	Engagement Principal	\$232.50
54151	9990044-CON	Application Monitoring Services	\$181.77
54151	9990045-CON	Inventory Reduction and Evaluation	\$211.37
54151	9990046-CON	Product Costing Consulting and Development	\$211.37
54151	9990047-CON	Labor Standards Consulting	\$211.37
54151	9990048-CON	Testing Services	\$211.37
54151	9990049-CON	Operational Review	\$181.77
54151	9990050-CON	Application Management Services Tier 1 Monthly Fee	\$8,137.45
54151	9990051-CON	Application Management Services Tier 2 Monthly Fee	\$13,252.41
54151	9990052-CON	Application Management Services Tier 3 Monthly Fee	\$22,691.86
54151	9990053-CON	Absence Management Program Planning	\$190.23
54151	9990055-CON	Managed SVCS Essential-TandL or = 1,000 EE Monthly Fee	\$474.30
54151	9990056-CON	Managed SVCS Essential-TandL Up to 2,500 EE Increments Monthly Fee	\$948.59
54151	9990056-PRO-AC	Professional Services - Base Deployment TeleStaff Application Consultant	\$198.68
54151	9990057-CON	Managed SVCS Essential-HR/PR or = 1,000 EE Monthly Fee	\$474.30
54151	9990057-PRO-AC	Professional Services - Addon Deployment TeleStaff Application Consultant	\$198.68

SIN	Part#	Description	Price (Contract Price)
54151	9990057-PRO-EP	PROFESSIONAL SERVICES TELESTAFF Engagement Principal (per hour)	\$198.68
54151	9990057-PRO-IC	PROFESSIONAL SERVICES TELESTAFF Integration Consultant (per hour)	\$198.68
54151	9990057-PRO-PM	PROFESSIONAL SERVICES - TELESTAFF - Project Manager (per hour)	\$198.68
54151	9990057-PRO-SC	PROFESSIONAL SERVICES - TELESTAFF - Solution Consultant (per hour)	\$198.68
54151	9990058-CON	Managed SVCS Essential-HR/PR Up to 2,500 EE Increments Monthly Fee	\$948.59
54151	9990058-PRO-SC	Professional Services - Auctions Configuration Deployment TeleStaff Solution Consultant	\$198.68
54151	9990059-CON	Managed SVCS Essential-Analytics or = 1,000 EE Monthly Fee	\$316.20
54151	9990059-PRO-SC	Professional Services - Advanced Configuration TeleStaff Solution Consultant	\$198.68
54151	9990060-CON	Managed SVCS Essential-AnalyticsUp to 2,500 EE Increments Monthly Fee	\$632.39
54151	9990060-PRO-SD	Professional Services - Solution Development TeleStaff Solution Developer	\$249.41
54151	9990061-CON	Application MGT Essential-TandL or = 1,000 EE Monthly Fee	\$474.30
54151	9990061-PRO-SC	Professional Services - Special Request Training TeleStaff Deployment Application Consultan	\$198.68
54151	9990062-CON	Application MGT Essential-TandL Up to 2,500 EE Increments Monthly Fee	\$948.59
54151	9990062-PRO	Professional Services - Special Request Training TeleStaff Advanced (per hour)	\$147.95
54151	9990062-PRO-SC	Professional Services - Special Request Training TeleStaff Advanced Solution Consultant	\$198.68
54151	9990063-CON	Application MGT Essential-HR/PR or = 1,000 EE Monthly Fee	\$474.30
54151	9990063-PRO-SC	Professional Services - Addon Advanced Configuration TeleStaff Solution Consultant	\$198.68
54151	9990064-CON	Application MGT Essential-HR/PR Up to 2,500 EE Increments Monthly Fee	\$948.59
54151	9990064-PRO-PM	CSG ENTERPRISE - PROJECT MANAGER (per hour)	\$243.06
54151	9990064-PRO-ANALYTICS CON	CSG ENTERPRISE - ANALYTICS CONSULTANT (per hour)	\$227.21
54151	9990064-PRO-EP	CSG ENTERPRISE - ENGAGEMENT PRINCIPAL (per hour)	\$243.06
54151	9990064-PRO-IC	CSG ENTERPRISE - INTEGRATION CONSULTANT (per hour)	\$209.25
54151	9990064-PRO-KSS CON	CSG ENTERPRISE - KSS CONSULTANT (per hour)	\$227.21
54151	9990064-PRO-MGMT CON	CSG ENTERPRISE - MANAGEMENT CONSULTANT (per hour)	\$243.06
54151	9990064-PRO-MSC	CSG ENTERPRISE - MANAGED SERVICES CONSULTANT (per hour)	\$227.21
54151	9990064-PRO-OC	CSG ENTERPRISE - OPTIMIZATION CONSULTANT (per hour)	\$227.21
54151	9990064-PRO-SIC	CSG ENTERPRISE - SENIOR INTEGRATION CONSULTANT (per hour)	\$227.21

SIN	Part#	Description	Price (Contract Price)
54151	9990064-PRO-SOL ARC	CSG ENTERPRISE - SOLUTION ARCHITECHT (per hour)	\$227.21
54151	9990064-PRO-SOL CON	CSG ENTERPRISE - SOLUTION CONSULTANT (per hour)	\$209.25
54151	9990064-PRO-SOL DEV	CSG ENTERPRISE - SOLUTION DEVELOPER (per hour)	\$249.41
54151	9990064-PRO-TC	CSG ENTERPRISE - TECHNOLOGY CONSULTANT (per hour)	\$227.21
54151	9990065-CON	Application MGT Essential-Analytics or = 1,000 EE Monthly Fee	\$316.20
54151	9990065-PRO-AC	CSG MIDMARKET - APPLICATION CONSULTANT (per hour)	\$209.25
54151	9990065-PRO-ANALYTICS CON	CSG MIDMARKET - ANALYTICS CONSULTANT (per hour)	\$227.21
54151	9990065-PRO-EP	CSG MIDMARKET - ENGAGEMENT PRINCIPAL (per hour)	\$243.06
54151	9990065-PRO-IC	CSG MIDMARKET - INTEGRATION CONSULTANT (per hour)	\$209.25
54151	9990065-PRO-KSS CON	CSG MIDMARKET - KSS CONSULTANT (per hour)	\$227.21
54151	9990065-PRO-MGMT CON	CSG MIDMARKET - MANAGEMENT CONSULTANT (per hour)	\$243.06
54151	9990065-PRO-MS C	CSG MIDMARKET - MANAGED SERVICES CONSULTANT (per hour)	\$227.21
54151	9990065-PRO-OC	CSG MIDMARKET - OPTIMIZATION CONSULTANT (per hour)	\$227.21
54151	9990065-PRO-PM	CSG MIDMARKET - PROJECT MANAGER (per hour)	\$243.06
54151	9990065-PRO-SIC	CSG MIDMARKET - SENIOR INTEGRATION CONSULTANT (per hour)	\$227.21
54151	9990065-PRO-SOL ARC	CSG MIDMARKET - SOLUTION ARCHITECHT (per hour)	\$227.21
54151	9990065-PRO-SOL CON	CSG MIDMARKET - SOLUTION CONSULTANT (per hour)	\$209.25
54151	9990065-PRO-SOL DEV	CSG MIDMARKET - SOLUTION DEVELOPER (per hour)	\$249.41
54151	9990065-PRO-TC	CSG MIDMARKET - TECHNOLOGY CONSULTANT (per hour)	\$227.21
54151	9990066-CON	Application MGT Essential-Analytics Up to 2500 EE Increments Monthly Fee	\$632.39
54151	9990067-CON	Database MGT Essential-M/F-8-5 or = 1,000 EE Monthly Fee	\$790.50
54151	9990068-CON	Database MGT Essential-M/F-8-5 Up to 2,500 Increments EE Monthly Fee	\$1,106.69
54151	9990069-CON	Database MGT Essential-24x5 or = 1,000 EE Monthly Fee	\$948.59
54151	9990070-CON	Database MGT Essential-24x5 Up to 2,500 EE Increments Monthly Fee	\$1,580.99
54151	9990070-PRO	Paragon SENIOR INTEGRATION - SENIOR INTEGRATION CONSULTANT (per hour)	\$227.21
54151	9990071-CON	Database MGT Essentials-24x7 or = 1,000 EE Monthly Fee	\$1,264.80
54151	9990072-CON	Database MGT Essentials-24x7 Up to 2,500 EE Increments Monthly Fee	\$1,897.19
54151	9990073-CON	Initialization Services	\$181.77
54151	9990074-CON	Allowance Services	\$181.77
54151	9990075-CON	Disaster Recovery Advisory Planning	\$181.77

SIN	Part#	Description	Price (Contract Price)
54151	9990076-CON	Disaster Recovery Application Level Plan Management Monthly Fee	\$316.20
54151	9990077-CON	Diagnostic Assessment	\$181.77
54151	9990078-CON	Managed SVCS Essential-Additional Environment Monthly Fee	\$316.20
54151	9990079-CON	Application MGT Essential-Incremental Configuration Changes Monthly Fee	\$474.30
54151	9990079-PRO-TC	Professional Services - Technical Services TeleStaff Technical Consultant	\$249.41
54151	9990080-CON	Application MGT Essential-Additional Environment Monthly Fee	\$316.20
54151	9990081-CON	Report Subscription - Tier 1 Monthly Fee	\$948.59
54151	9990082-CON	Report Subscription - Tier 2 Monthly Fee	\$1,580.99
54151	9990110-CON-AC	CSG CONSULTING - APPLICATION CONSULTANT (per hour)	\$209.25
54151	9990110-CON-ANALYTICS CON	CSG CONSULTING - ANALYTICS CONSULTANT (per hour)	\$227.21
54151	9990110-CON-EP	CSG CONSULTING - ENGAGEMENT PRINCIPAL (per hour)	\$243.06
54151	9990110-CON-IC	CSG CONSULTING - INTEGRATION CONSULTANT (per hour)	\$209.25
54151	9990110-CON-KSS CON	CSG CONSULTING - KSS CONSULTANT (per hour)	\$227.21
54151	9990110-CON-MGMT CON	CSG CONSULTING - MANAGEMENT CONSULTANT (per hour)	\$243.06
54151	9990110-CON-MSC	CSG CONSULTING - MANAGED SERVICES CONSULTANT (per hour)	\$227.21
54151	9990110-CON-OC	CSG CONSULTING - OPTIMIZATION CONSULTANT (per hour)	\$227.21
54151	9990110-CON-PM	CSG CONSULTING - PROJECT MANAGER (per hour)	\$243.06
54151	9990110-CON-SIC	CSG CONSULTING - SENIOR INTEGRATION CONSULTANT (per hour)	\$224.04
54151	9990110-CON-SOL ARC	CSG CONSULTING - SOLUTION ARCHITECHT (per hour)	\$227.21
54151	9990110-CON-SOL CON	CSG CONSULTING - SOLUTION CONSULTANT (per hour)	\$209.25
54151	9990110-CON-SOL DEV	CSG CONSULTING - SOLUTION DEVELOPER (per hour)	\$249.41
54151	9990110-CON-TC	CSG CONSULTING - TECHNOLOGY CONSULTANT (per hour)	\$227.21
54151	9990113-PRO	Professional Services Workforce TeleTime IP - per hour	\$190.23
54151	9990118-CON	Workforce Dimensions Readiness Advisory Services SMB (per hour)	\$240.95
54151	9990118-PRO	Workforce Dimensions Onboarding Services SMB (per hour)	\$202.91
54151	9990119-CON	Workforce Dimensions Advisory Services (per hour)	\$279.00
54151	9990119-PRO	UKG PRO WFM ONBOARDING SERVICES ENTERPRISE	\$224.04
54151	9990120-CON	UKG PRO WORKFORCE MANAGEMENT ADVANCED TESTING SERVICES	\$207.14
611420	9999122-0	Education Needs Assessment	\$180.86
611420	9999126-0	Education Consulting HRMS (must be sold as minimum of 4 hrs)	\$180.86

SIN	Part#	Description	Price (Contract Price)
611420	9999127-0	Course Customization (must be sold as minimum of 4 hrs)	\$180.86
611420	9999128-0	HRMS Education Needs Assessment	\$180.86
54151ECOM	9999800-800A	Workforce Ready Setup Fee Timekeeping Tier 1	\$2,959.97
54151ECOM	9999800-800AA	Workforce Ready Setup Fee Timekeeping Tier 2	\$4,933.29
54151ECOM	9999800-800AAA	Workforce Ready Setup Fee Timekeeping Tier 3	\$19,733.15
54151ECOM	9999800-800AAAA	Workforce Ready Setup Fee Timekeeping Tier 4	\$49,332.88
54151ECOM	9999800-800B	Workforce Ready Setup Fee Accruals Tier 1	\$986.66
54151ECOM	9999800-800BB	Workforce Ready Setup Fee Accruals Tier 2	\$1,233.32
54151ECOM	9999800-800BBB	Workforce Ready Setup Fee Accruals Tier 3	\$4,933.29
54151ECOM	9999800-800BBBB	Workforce Ready Setup Fee Accruals Tier 4	\$12,333.22
54151ECOM	9999800-800C	Workforce Ready Setup Fee Payroll Tier 1	\$2,959.97
54151ECOM	9999800-800CC	Workforce Ready Setup Fee Payroll Tier 2	\$4,933.29
54151ECOM	9999800-800CCC	Workforce Ready Setup Fee Payroll Tier 3	\$19,733.15
54151ECOM	9999800-800CCCC	Workforce Ready Setup Fee Payroll Tier 4	\$49,332.88
54151ECOM	9999800-800D	Workforce Ready Setup Fee HR Tier 1	\$2,959.97
54151ECOM	9999800-800DD	Workforce Ready Setup Fee HR Tier 2	\$4,933.29
54151ECOM	9999800-800DDD	Workforce Ready Setup Fee HR Tier 3	\$19,733.15
54151ECOM	9999800-800DDDD	Workforce Ready Setup Fee HR Tier 4	\$49,332.88
54151ECOM	9999800-800E	Workforce Ready Setup Fee Leave Tier 1	\$845.45
54151ECOM	9999800-800EE	Workforce Ready Setup Fee Leave Tier 2	\$1,056.82
54151ECOM	9999800-800EEE	Workforce Ready Setup Fee Leave Tier 3	\$4,227.24
54151ECOM	9999800-800EEEE	Workforce Ready Setup Fee Leave Tier 4	\$10,568.11
54151ECOM	9999800-800F	Workforce Ready Setup Fee ACA Manager Tier 1	\$845.45
54151ECOM	9999800-800FF	Workforce Ready Setup Fee ACA Manager Tier 2	\$1,056.82
54151ECOM	9999800-800FFF	Workforce Ready Setup Fee ACA Manager Tier 3	\$4,227.24
54151ECOM	9999800-800FFFF	Workforce Ready Setup Fee ACA Manager Tier 4	\$10,568.11
54151ECOM	9999800-800G	Workforce Ready Setup Fee Scheduler Tier 1	\$845.45
54151ECOM	9999800-800GG	Workforce Ready Setup Fee Scheduler Tier 2	\$1,056.82
54151ECOM	9999800-800GGG	Workforce Ready Setup Fee Scheduler Tier 3	\$4,227.24
54151ECOM	9999800-800GGGG	Workforce Ready Setup Fee Scheduler Tier 4	\$10,568.11
54151ECOM	9999800-800H	Workforce Ready Setup Fee Compensation Tier 1	\$845.45
54151ECOM	9999800-800HH	Workforce Ready Setup Fee Compensation Tier 2	\$1,056.82
54151ECOM	9999800-800HHH	Workforce Ready Setup Fee Compensation Tier 3	\$4,227.24
54151ECOM	9999800-800HHHH	Workforce Ready Setup Fee Compensation Tier 4	\$10,568.11
54151ECOM	9999800-800I	Workforce Ready Setup Fee Performance Management Tier 1	\$993.15
54151ECOM	9999800-800II	Workforce Ready Setup Fee Performance Management Tier 2	\$1,241.44
54151ECOM	9999800-800III	Workforce Ready Setup Fee Performance Management Tier 3	\$4,965.74
54151ECOM	9999800-800IIII	Workforce Ready Setup Fee Performance Management Tier 4	\$12,414.36
54151ECOM	9999800-800J	Workforce Ready Setup Fee Talent Acquisition Tier 1	\$993.15

SIN	Part#	Description	Price (Contract Price)
54151ECOM	9999800-800JJ	Workforce Ready Setup Fee Talent Acquisition Tier 2	\$1,241.44
54151ECOM	9999800-800JJJ	Workforce Ready Setup Fee Talent Acquisition Tier 3	\$4,965.74
54151ECOM	9999800-800JJJJ	Workforce Ready Setup Fee Talent Acquisition Tier 4	\$12,414.36
54151ECOM	9999800-801	Workforce Ready Tax Filing Admin Setup Fee - per Admin	\$2,959.97
54151ECOM	9999800-802	Workforce Ready Tax Filing One Time Setup Fee	\$493.33
54151ECOM	9999800-805	Workforce Ready Google for Work Set up Fee (One Time Fee based on Per Employee)	\$2.98
54151ECOM	9999800-810	UKG DIMENSIONS GOOGLE FOR WORK SETUP FEE - ONE TIME FEE PER EMPLOYEE	\$4.65
54151ECOM	9999801-983	Cloud Hosting WFC Std App Server (4v/8) Start up Fee	\$275.27
54151ECOM	9999801-984	Cloud Hosting WFC Large App Server (4v/16) Start up Fee	\$390.72
54151ECOM	9999801-985	Cloud Hosting WFC Large Physical Server (16c/48) Start up Fee	\$841.81
54151ECOM	9999801-986	Cloud Hosting WFC SQL SRVR 2008 Std Ed (2cpu) Start up Fee	\$1,001.65
54151ECOM	9999801-987	Cloud Hosting WFC Windows Server 2008 Std Ed (per OS) Start up Fee	\$60.38
54151ECOM	9999801-988	Cloud Hosting WFC Citrix And Two Licenses Start up Fee	\$792.09
611420	9999911-0	Course Customization (must be sold as minimum of 4 hrs)	\$180.86
611420	9999913-0	Education Consulting (must be sold as minimum of 4 hrs)	\$180.86
54151	9999946-EDU	Workforce Dimensions Education Consulting (per hour)	\$223.20
811212	99E9000-001	Per Event for Kronos InTouch, Standard Enclosure, with Bar Code Badge Reade	\$1,206.32
811212	99E9000-002	Per Event for Kronos InTouch, Standard Enclosure, with Magnetic Stripe Card Reader	\$1,266.64
811212	99E9000-003	Per Event for Kronos InTouch, Standard Enclosure, with HID Proximity Card Reader	\$1,487.80
811212	99E9000-004	Per Event for Kronos InTouch, Standard Enclosure, with EM4201 Proximity Card Reader	\$1,487.80
811212	99E9000-005	Per Event for Kronos InTouch, Standard Enclosure, with MiFare/iClass Smart Card Reader	\$1,528.01
811212	99E9000-051	Per Event for Kronos InTouch, Slim Enclosure, with Bar Code Badge Reader	\$1,206.32
811212	99E9000-052	Per Event for Kronos InTouch, Slim Enclosure, with Magnetic Stripe Card Reader	\$1,266.64
811212	99E9000-053	Per Event for Kronos InTouch, Slim Enclosure, with HID Proximity Card Reader	\$1,487.80
811212	99E9000-054	Per Event for Kronos InTouch, Slim Enclosure, with EM4201 Proximity Card Reader	\$1,487.80
811212	99E9000-055	Per Event for Kronos InTouch, Slim Enclosure, with MiFare/iClass Smart Card Reader	\$1,528.01
811212	99E9020-001	Per Event for Kronos Touch ID Biometric Verification/Identification Option	\$502.64
811212	99E9023-001	Per Event for InTouch Remote HID MiniProx Reader Option	\$304.62

SIN	Part#	Description	Price (Contract Price)
811212	99E9024-001	Per Event for InTouch Remote HID ProxPro Reader Option	\$301.58
811212	99E9026-001	Per Event for InTouch Linear Imager Bar Code Scanner Option	\$337.77
811212	99F9000-012	Device Software Maintenance for Kronos InTouch, Standard Enclosure, w/ Mag Stripe Card Reader	\$134.04
811212	99F9000-013	Device Software Maintenance for Kronos InTouch, Standard Enclosure, w/ HID Prox Reader	\$134.04
811212	99F9000-014	Device Software Maintenance for Kronos InTouch, Standard Enclosure, w/EM4201 Prox Reader	\$134.04
811212	99F9000-015	Device Software Maintenance for Kronos InTouch, Standard Enclosure, w Smart Card Reader iClass	\$134.04
811212	99F9000-016	Device Software Maintenance for Kronos InTouch, Standard Enclosure, w Smart Card Reader MiFare/DesFire	\$132.69
811212	99F9000-051	Device Software Maintenance Kronos InTouch, Slim Enclosure, with Bar Code Badge Reader	\$132.69
811212	99F9000-062	Device Software Maintenance for Kronos InTouch, Slim Enclosure, w/ Mag Stripe Card Reader	\$134.04
811212	99F9000-063	Device Software Maintenance for Kronos InTouch, Slim Enclosure, w/ HID Prox Reader	\$134.04
811212	99F9000-064	Device Software Maintenance for Kronos InTouch, Slim Enclosure, w/EM4201 Prox Reader	\$134.04
811212	99F9000-065	Device Software Maintenance for Kronos InTouch, Slim Enclosure, w Smart Card Reader iClass	\$134.04
811212	99F9000-066	Device Software Maintenance for Kronos InTouch, Slim Enclosure, w Smart Card Reader MiFare/DesFire	\$132.69
811212	99R0000-001	Kronos InTouch DX with Bar Code Badge Reader Depot Repair	\$180.95
811212	99R0000-002	Kronos InTouchDX with Magnetic Stripe Card Reader Depot Repair	\$180.95
811212	99R0000-003	Kronos InTouchDX with HID Proximity Card Reader Depot Repair	\$180.95
811212	99R0000-007	Kronos InTouchDX with Smart Card Reader Depot Repair	\$180.95
811212	99R0012-001	Kronos Touch ID Plus Biometric Option for InTouch DX Depot Repair	\$77.21
811212	99R2000-011	Depot Repair 4500 Numeric Bar Code Modem	\$229.20
811212	99R2004-001	DEPOT REPAIR 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET	\$152.80
811212	99R2004-011	Depot Repair 4500 Numeric Bar Code Modem	\$152.80
811212	99R2222-001	DEPOT EXCHANGE READER KIT, REMOTE, B/C 485, 45	\$42.22
811212	99R2800-001	Depot Repair 4500 Numeric Bar Code 10/100 Mbit Ethernet	\$152.80
811212	99R2800-002	Depot Repair 4500 Numeric Mag Stripe 10/100 Mbit Ethernet	\$152.80

SIN	Part#	Description	Price (Contract Price)
811212	99R2800-003	Depot Repair 4500 Numeric Proximity 10/100 Mbit Ethernet	\$152.80
811212	99R2800-051	Depot Repair 4500 Alpha Bar Code 10/100 Mbit Ethernet	\$152.80
811212	99R2800-052	Depot Repair 4500 Alpha Mag Stripe 10/100 Mbit Ethernet	\$152.80
811212	99R2800-053	Depot Repair 4500 Alpha Proximity 10/100 Mbit Ethernet	\$152.80
811212	99R2800-501	Depot Repair 4500 Numeric Bar Code 10/100 Mbit Ethernet, Exp Memory	\$152.80
811212	99R2800-502	Depot Repair 4500 Numeric Mag Stripe 10/100 Mbit Ethernet, Exp Memory	\$152.80
811212	99R2800-503	Depot Repair 4500 Numeric Proximity 10/100 Mbit Ethernet, Exp Memory	\$152.80
811212	99R2800-551	Depot Repair 4500 Alpha-Numeric Bar Code 10/100 Mbit Ethernet, Exp Memory	\$152.80
811212	99R2800-552	Depot Repair 4500 Alpha-Numeric Mag Stripe 10/100 Mbit Ethernet, Exp Memory	\$152.80
811212	99R2800-553	Depot Repair 4500 Alpha-Numeric Proximity 10/100 Mbit Ethernet, Exp Memory	\$152.80
811212	99R2800-701	Depot Repair 4510 Numeric Bar Code 10/100 Mbit Ethernet, Exp Memory	\$152.80
811212	99R2800-702	Depot Repair 4510 Numeric Mag Stripe 10/100 Mbit Ethernet, Exp Memory	\$152.80
811212	99R2800-703	Depot Repair 4510 Numeric Proximity 10/100 Mbit Ethernet, Exp Memory	\$152.80
811212	99R2801-001	Depot Repair Kronos Touch ID Fingerprint Verification Option(all supported countries)	\$77.21
811212	99R2809-001	Depot Repair RS-485 Remote B/C Reader	\$28.95
811212	99R2810-001	Depot Repair HID ProxPro Reader Kit	\$53.08
811212	99R2811-001	Depot Repair HID MiniProx Reader Kit	\$53.08
811212	99R2813-001	Depot Repair 4500 Linear Imager Bar Code Reader Kit (all supported countries)	\$53.88
811212	99R2814-001	Depot Repair 4500 Linear Imager Bar Code Reader Kit - INDUSTRIAL GRADE (all supported countries)	\$64.34
811212	99R9000-012	Depot Repair for Kronos InTouch, Standard Enclosure, with Magnetic Stripe Card Reader	\$168.88
811212	99R9000-013	Depot Repair for Kronos InTouch, Standard Enclosure, with HID Proximity Card Reader	\$168.88
811212	99R9000-014	Depot Repair for Kronos InTouch, Standard Enclosure, with EM4201 Proximity Card Reader	\$168.88
811212	99R9000-015	Depot Repair for Kronos InTouch, Standard Enclosure, with MiFare/iClass Smart Card Reader	\$168.88
811212	99R9000-016	Depot Repair for Kronos InTouch, Standard Enclosure, w Smart Card Reader MiFare/DesFire	\$168.88
811212	99R9000-018	Optional Depot Repair Maintenance for ALL above In Touch	\$168.88
811212	99R9000-022	Kronos InTouch, H3 Standard Enclosure, with Magnetic Stripe Card Reader Depot Repair	\$168.88
811212	99R9000-023	Kronos InTouch, H3 Standard Enclosure, with HID Proximity Card Reader Depot Repair	\$168.88
811212	99R9000-024	Kronos InTouch, H3 Standard Enclosure, with EM4102 Proximity Card Reader Depot Repair	\$168.88

SIN	Part#	Description	Price (Contract Price)
811212	99R9000-027	Kronos InTouch, H3 Standard Enclosure, with Smart Card Reader Depot Repair	\$168.88
811212	99R9000-028	Kronos InTouch, H3 Standard Enclosure, with Bar Code Badge Reader Depot Repair	\$168.88
811212	99R9000-051	Depot Repair for Kronos InTouch, Slim Enclosure, with Bar Code Badge Reader	\$168.88
811212	99R9000-062	Depot Repair for Kronos InTouch, Slim Enclosure, with Magnetic Stripe Card Reader	\$168.88
811212	99R9000-063	Depot Repair for Kronos InTouch, Slim Enclosure, with HID Proximity Card Reader	\$168.88
811212	99R9000-064	Depot Repair for Kronos InTouch, Slim Enclosure, with EM4201 Proximity Card Reader	\$168.88
811212	99R9000-065	Depot Repair for Kronos InTouch, Slim Enclosure, with MiFare/iClass Smart Card Reader	\$168.88
811212	99R9000-066	Depot Repair for Kronos InTouch, Slim Enclosure, w Smart Card Reader MiFare/DesFire	\$168.88
811212	99R9000-072	Kronos InTouch, H3 Slim Enclosure, with Magnetic Stripe Card Reader Depot Repair	\$168.88
811212	99R9000-073	Kronos InTouch, H3 Slim Enclosure, with HID Proximity Card Reader Depot Repair	\$168.88
811212	99R9000-074	Kronos InTouch, H3 Slim Enclosure, with EM4102 Proximity Card Reader Depot Repair	\$168.88
811212	99R9000-077	Kronos InTouch, H3 Slim Enclosure, with Smart Card Reader Depot Repair	\$168.88
811212	99R9020-001	Depot Repair for Kronos Touch ID Biometric Verification/Identification Option	\$77.21
811212	99R9023-001	Depot Repair for InTouch Remote HID MiniProx Reader Option	\$34.12
811212	99R9023-001	Depot Repair for InTouch Remote HID MiniProx Reader Option	\$33.78
811212	99R9024-001	InTouch Remote HID ProxPro Reader Option Depot Repair	\$33.77
811212	99R9026-001	InTouch Linear Imager Bar Code Scanner Option Depot Repair	\$47.29
811212	99R9042-001	Kronos Touch ID Plus Biometric Option for InTouch H3 Depot Repair	\$77.21
811212	99R9042-011	Kronos Touch ID Plus Biometric Option for InTouch Depot Repair	\$77.21
811212	99R9043-001	Kronos Touch ID Biometric Option for InTouch H3 Depot Repair	\$77.21
33411	99R9110-011	Kronos Touch ID Biometric Option for InTouch H4 Depot Repair	\$79.34
811212	99X0000-001	Kronos InTouch DX with Bar Code Badge Reader Depot Exchange/KRONOS INTOUCH DX,B/C	\$241.27
811212	99X0000-002	Kronos InTouchDX with Magnetic Stripe Card Reader Depot Exchange	\$241.27
811212	99X0000-003	Kronos InTouchDX with HID Proximity Card Reader Depot Exchange	\$241.27
811212	99X0000-007	Kronos InTouchDX with Smart Card Reader Depot Exchange	\$241.27
811212	99X0000-011	UKG InTouch DX G2 with Bar Code Badge Reader Depot Exchange	\$482.54
811212	99X0000-012	UKG InTouch DX G2 with Magnetic Stripe Card Reader Depot Exchange	\$482.54

SIN	Part#	Description	Price (Contract Price)
811212	99X0000-013	UKG InTouch DX G2 with HID Proximity Card Reader Depot Exchange	\$482.54
811212	99X0000-017	UKG InTouch DX G2 with Smart Card Reader Depot Exchange	\$482.54
811212	99X0000-019	UKG InTouch DX G2 with Legic Reader Depot Exchange	\$482.54
811212	99X0012-001	Kronos Touch ID Plus Biometric Option for InTouch DX Depot Exchange	\$96.51
811212	99X2000-001	DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET	\$209.09
811212	99X2000-011	Depot Exchange 4500 Numeric Bar Code Modem	\$229.20
811212	99X2004-001	DEPOT EXCHANGE 4500 NUMERIC BAR CODE 10/100 MBIT ETHERNET	\$209.09
811212	99X2004-002	DEPOT EXCHANGE 4500 NUMERIC MAG STRIPE 10/100 MBIT ETHERNET	\$209.09
811212	99X2004-011	Depot Exchange 4500 Numeric Bar Code Modem	\$152.80
811212	99X2005-001	DEPOT EXCHANGE FOR KRONOS TOUCH ID FVD W/FER	\$96.51
811212	99X2800-001	Depot Exchange 4500 Numeric Bar Code 10/100 Mbit Ethernet	\$209.09
811212	99X2800-002	Depot Exchange 4500 Numeric Mag Stripe 10/100 Mbit Ethernet	\$209.09
811212	99X2800-003	Depot Exchange 4500 Numeric Proximity 10/100 Mbit Ethernet	\$209.09
811212	99X2800-051	Depot Exchange 4500 Alpha Bar Code 10/100 Mbit Ethernet	\$209.09
811212	99X2800-052	Depot Exchange 4500 Alpha Mag Stripe 10/100 Mbit Ethernet	\$209.09
811212	99X2800-053	Depot Exchange 4500 Alpha Proximity 10/100 Mbit Ethernet	\$209.09
811212	99X2800-501	Depot Exchange 4500 Numeric Bar Code 10/100 Mbit Ethernet, Exp Memory	\$209.09
811212	99X2800-502	Depot Exchange 4500 Numeric Mag Stripe 10/100 Mbit Ethernet, Exp Memory	\$209.09
811212	99X2800-503	Depot Exchange 4500 Numeric Proximity 10/100 Mbit Ethernet, Exp Memory	\$209.09
811212	99X2800-551	Depot Exchange 4500 Alpha-Numeric Bar Code 10/100 Mbit Ethernet, Exp Memory	\$209.09
811212	99X2800-552	Depot Exchange 4500 Alpha-Numeric Mag Stripe 10/100 Mbit Ethernet, Exp Memory	\$209.09
811212	99X2800-553	Depot Exchange 4500 Alpha-Numeric Proximity 10/100 Mbit Ethernet, Exp Memory	\$209.09
811212	99X2800-701	Depot Exchange 4510 Numeric Bar Code 10/100 Mbit Ethernet, Exp Memory	\$209.09
811212	99X2800-702	Depot Exchange 4510 Numeric Mag Stripe 10/100 Mbit Ethernet, Exp Memory	\$209.09
811212	99X2800-703	Depot Exchange 4510 Numeric Proximity 10/100 Mbit Ethernet, Exp Memory	\$209.09
811212	99X2801-001	Depot Exchange Kronos Touch ID Fingerprint Verification Option(all supported countries)	\$96.51
811212	99X2809-001	Depot Exchange RS-485 Remote B/C Reader	\$36.19
811212	99X2810-001	Depot Exchange HID ProxPro Reader Kit	\$66.75
811212	99X2811-001	Depot Exchange HID MiniProx Reader Kit	\$66.75
811212	99X2813-001	Depot Exchange 4500 Linear Imager Bar Code Reader Kit (all supported countries)	\$67.55

SIN	Part#	Description	Price (Contract Price)
811212	99X2814-001	Depot Exchange 4500 Linear Imager Bar Code Reader Kit - INDUSTRIAL GRADE (all supported countries)	\$80.42
811212	99X9000-001	DEPOT EXCHANGE FOR KRONOS INTOUCH 9000 H1, STANDARD, B/C	\$229.20
811212	99X9000-002	DEPOT EXCHANGE FOR KRONOS INTOUCH 9000 H1, MAG	\$229.20
811212	99X9000-003	DEPOT EXCHANGE FOR KRONOS INTOUCH, STANDARD ENCLOSURE, WITH HID PROXIMITY CARD READER	\$229.20
811212	99X9000-012	Depot Exchange for Kronos InTouch, Standard Enclosure, with Magnetic Stripe Card Reader	\$229.20
811212	99X9000-013	Depot Exchange for Kronos InTouch, Standard Enclosure, with HID Proximity Card Reader	\$229.20
811212	99X9000-014	Depot Exchange for Kronos InTouch, Standard Enclosure, with EM4201 Proximity Card Reader	\$229.20
811212	99X9000-015	Depot Exchange for Kronos InTouch, Standard Enclosure, with MiFare/iClass Smart Card Reader	\$229.20
811212	99X9000-016	Depot Exchange for Kronos InTouch, Standard Enclosure, w Smart Card Reader MiFare/DesFire	\$229.20
811212	99X9000-018	Depot Exchange Support Service	\$229.20
811212	99X9000-022	Kronos InTouch, H3 Standard Enclosure, with Magnetic Stripe Card Reader Depot Exchange	\$229.20
811212	99X9000-023	Kronos InTouch, H3 Standard Enclosure, with HID Proximity Card Reader Depot Exchange	\$229.20
811212	99X9000-024	Kronos InTouch, H3 Standard Enclosure, with EM4102 Proximity Card Reader Depot Exchange	\$229.20
811212	99X9000-027	Kronos InTouch, H3 Standard Enclosure, with Smart Card Reader Depot Exchange	\$229.20
811212	99X9000-028	Kronos InTouch, H3 Standard Enclosure, with Bar Code Badge Reader Depot Exchange / H4 Standard Enclosure, with Bar Code Badge Reader Depot Exchange	\$229.20
811212	99X9000-051	Depot Exchange for Kronos InTouch, Slim Enclosure, with Bar Code Badge Reader	\$229.20
811212	99X9000-062	Depot Exchange for Kronos InTouch, Slim Enclosure, with Magnetic Stripe Card Reader	\$229.20
811212	99X9000-063	Depot Exchange for Kronos InTouch, Slim Enclosure, with HID Proximity Card Reader	\$229.20
811212	99X9000-064	Depot Exchange for Kronos InTouch, Slim Enclosure, with EM4201 Proximity Card Reader	\$229.20
811212	99X9000-065	Depot Exchange for Kronos InTouch, Slim Enclosure, with MiFare/iClass Smart Card Reader	\$229.20
811212	99X9000-066	Depot Exchange for Kronos InTouch, Slim Enclosure, w Smart Card Reader MiFare/DesFire	\$229.20
811212	99X9000-072	Kronos InTouch, H3 Slim Enclosure, with Magnetic Stripe Card Reader Depot Exchange	\$229.20
811212	99X9000-073	Kronos InTouch, H3 Slim Enclosure, with HID Proximity Card Reader Depot Exchange	\$229.20
811212	99X9000-074	Kronos InTouch, H3 Slim Enclosure, with EM4102 Proximity Card Reader Depot Exchange	\$229.20

SIN	Part#	Description	Price (Contract Price)
811212	99X9000-077	Kronos InTouch, H3 Slim Enclosure, with Smart Card Reader Depot Exchange	\$229.20
811212	99X9000-112	Depot Exchange for Kronos WFR InTouch, Standard Enclosure, w/ Mag Stripe Card Reader	\$229.20
811212	99X9000-113	Depot Exchange for Kronos WFR InTouch, Standard Enclosure, w/ HID Prox Reader	\$229.20
811212	99X9000-118	Depot Exchange for Kronos WFR InTouch, Standard Enclosure, w/ Bar Code Badge Reader	\$229.20
811212	99X9020-001	Depot Exchange for Kronos Touch ID Biometric Verification/Identification Option	\$96.51
811212	99X9023-001	Depot Exchange for InTouch Remote HID MiniProx Reader Option	\$43.05
811212	99X9023-001	Depot Exchange for InTouch Remote HID MiniProx Reader Option	\$42.22
811212	99X9024-001	InTouch Remote HID ProxPro Reader Option Depot Exchange	\$42.22
811212	99X9026-001	InTouch Linear Imager Bar Code Scanner Option Depot Exchange	\$58.70
811212	99X9042-001	Kronos Touch ID Plus Biometric Option for InTouch H3 Depot Exchange	\$96.51
811212	99X9042-011	Kronos Touch ID Plus Biometric Option for InTouch Depot Exchange	\$96.51
811212	99X9043-001	Kronos Touch ID Biometric Option for InTouch H3 Depot Exchange	\$96.51
811212	99X9110-011	Kronos Touch ID Biometric Option for InTouch H4 Depot Exchange	\$96.51
611420	BAYG-TRAINPTS	Bill As You Go - Training Points: Generic Training Points to be used for any training class. Bill as you go Training Points (invoiced upon delivery or attendance)	\$0.84
511210	ED SUBSCRIPTION-LMS-0-150	KNOWLEDGE PASS LEARNING MGMT SYSTEM (LMS) ED SVCS SUBSCRIPTION - 0-150 EMPLOYEES	\$840.19
511210	ED SUBSCRIPTION-LMS-1501-2500	KNOWLEDGE PASS LEARNING MGMT SYSTEM (LMS) ED SVCS SUBSCRIPTION - 1501-2500 EMPLOYEES	\$6,405.45
511210	ED SUBSCRIPTION-LMS-151-299	KNOWLEDGE PASS LEARNING MGMT SYSTEM (LMS) ED SVCS SUBSCRIPTION - 151-299 EMPLOYEES	\$1,495.27
511210	ED SUBSCRIPTION-LMS-20000+	KNOWLEDGE PASS LEARNING MGMT SYSTEM (LMS) ED SVCS SUBSCRIPTION - 20000+ EMPLOYEES	\$17,781.69
511210	ED SUBSCRIPTION-LMS-2501-5000	KNOWLEDGE PASS LEARNING MGMT SYSTEM (LMS) ED SVCS SUBSCRIPTION - 2501-5000 EMPLOYEES	\$10,224.47
511210	ED SUBSCRIPTION-LMS-300-349	KNOWLEDGE PASS LEARNING MGMT SYSTEM (LMS) ED SVCS SUBSCRIPTION - 300-349 EMPLOYEES	\$2,121.68
511210	ED SUBSCRIPTION-LMS-350-399	KNOWLEDGE PASS LEARNING MGMT SYSTEM (LMS) ED SVCS SUBSCRIPTION - 350-399 EMPLOYEES	\$2,546.02
511210	ED SUBSCRIPTION-LMS-400-1500	KNOWLEDGE PASS LEARNING MGMT SYSTEM (LMS) ED SVCS SUBSCRIPTION - 400-1500 EMPLOYEES	\$3,657.37

SIN	Part#	Description	Price (Contract Price)
511210	ED SUBSCRIPTION-LMS-5001-20000	KNOWLEDGE PASS LEARNING MGMT SYSTEM (LMS) ED SVCS SUBSCRIPTION - 5001-20000 EMPLOYEES	\$13,558.54
511210	ED-SUBSCRIPTION - 0-150	KnowledgePass Ed Services Subscription 0-150	\$443.65
511210	ED-SUBSCRIPTION - 1501-2500	KnowledgePass Ed Services Subscription 1501-2500	\$3,556.34
511210	ED-SUBSCRIPTION - 151-299	KnowledgePass Ed Services Subscription 151-299	\$799.28
511210	ED-SUBSCRIPTION - 20001+	KnowledgePass Ed Services Subscription 20001+	\$17,781.69
511210	ED-SUBSCRIPTION - 2501-5000	KnowledgePass Ed Services Subscription 2501-5000	\$6,668.13
511210	ED-SUBSCRIPTION - 300-349	KnowledgePass Ed Services Subscription 300-349	\$1,333.63
511210	ED-SUBSCRIPTION - 350-399	KnowledgePass Ed Services Subscription 350-399	\$1,555.90
511210	ED-SUBSCRIPTION - 400-1500	KnowledgePass Ed Services Subscription 400-1500	\$1,778.16
511210	ED-SUBSCRIPTION - 5001-20000	KnowledgePass Ed Services Subscription 5001-20000	\$8,446.31
611420	ENHANCED-WF-DIMENSIONS	ENHANCED CUSTOMER SUCCESS PLAN	\$841,209.07
54151	FIXED FEE WFD ENT	Workforce Dimensions Readiness Advisory Services Enterprise Fixed Fee	\$11,413.56
54151	FIXED FEE WFD SMB	Workforce Dimensions Readiness Advisory Services SMB Fixed Fee	\$4,819.06
54151ECOM	HOSTING-100	Cloud Hosting Workforce Central - up to 20,000 employees - Base Monthly Fee	\$986.66
54151ECOM	HOSTING-101	Cloud Hosting Workforce Central - up to 20,000 employees - Per Employee Per Month	\$0.99
54151ECOM	HOSTING-102	Cloud Hosting Workforce Analytics - up to 20,000 employees - Base Monthly Fee	\$986.66
54151ECOM	HOSTING-103	Cloud Hosting Workforce Analytics - up to 20,000 employees - Per Employee Per Month	\$0.15
54151ECOM	HOSTING-104	Cloud Hosting Workforce Record Manager - up to 20,000 employees - Base Monthly Fee	\$986.66
54151ECOM	HOSTING-104B	Cloud Hosting Workforce Enterprise Archive - up to 20,000 employees - Base Monthly Fee	\$986.66
54151ECOM	HOSTING-105	Cloud Hosting Workforce Teletime IP - up to 20,000 employees - Base Monthly Fee	\$986.66
54151ECOM	HOSTING-106	Cloud Hosting Workforce Teletime IP - up to 20,000 employees - Per 25 Lines Fee Per Month	\$493.33
54151ECOM	HOSTING-107	Cloud Hosting Workforce Central Add App Server - up to 20,000 employees - Add App Monthly Fee	\$986.66
54151ECOM	HOSTING-108	Cloud Hosting Workforce Central Add Non Production Server - up to 20,000 employees - Add App Monthly Fee	\$986.66
54151ECOM	HOSTING-109	Cloud Hosting Workforce Central Disaster Recovery - up to 20,000 employees - Base Monthly Fee	\$986.66
54151ECOM	HOSTING-110	Cloud Hosting Workforce Central Disaster Recovery - up to 20,000 employees - Per Employee Per Month	\$0.24
54151ECOM	HOSTING-111	Cloud Hosting Temporary Non-Production - 12 Month Minimum - Monthly Fee	\$1,578.65

SIN	Part#	Description	Price (Contract Price)
54151ECOM	HOSTING-112	Cloud Hosting Workforce Central Add-On - One VPN - Monthly Fee	\$73.99
54151ECOM	HOSTING-113	Cloud Hosting Workforce Central Add-On - One Citrix License - Monthly Fee	\$49.33
54151ECOM	HOSTING-114	Cloud Hosting Workforce Central Add-On - One FTP License - Monthly Fee	\$24.66
54151ECOM	HOSTING-115	Cloud Hosting Workforce Central Add 100GB Storage - Monthly Fee	\$42.43
54151ECOM	HOSTING-116	Cloud Hosting Workforce Central Add 100GB Backup - Monthly Fee	\$17.76
54151ECOM	HOSTING-117	Cloud Hosting Workforce TeleStaff Enterprise Base Fee Per Month	\$1,233.32
54151ECOM	HOSTING-118	Cloud Hosting Workforce TeleStaff Enterprise Per Employee Per Month	\$0.49
54151ECOM	HOSTING-119	Cloud Hosting Temporary Non-Production - 6 Months - Monthly Fee	\$2,663.98
54151ECOM	HOSTING-120	Cloud Hosting Temporary Non-Production - 3 Months - Monthly Fee	\$4,341.29
54151ECOM	HOSTING-121	Cloud Hosting - Read Only ODBC Access to WFC/HR Database - Monthly Fee	\$1,183.99
54151ECOM	HOSTING-122	Cloud Hosting Workforce Central Add 2 Cores - Monthly Fee	\$126.30
54151ECOM	HOSTING-123	Cloud Hosting Workforce Central Add 2 GB RAM - Monthly Fee	\$8.14
54151ECOM	HOSTING-124	Cloud Hosting SQL Standard 2012 (Per 2 Cores) - Monthly Fee	\$291.06
54151ECOM	HOSTING-125	Cloud Hosting SQL Enterprise 2012 (Per 2 Cores) - Monthly Fee	\$1,100.12
54151ECOM	HOSTING-126	Cloud Hosting SQL STD to ENT Upgrade 2012 (Per 2 Cores) - Monthly Fee	\$809.06
54151ECOM	HOSTING-127	Cloud Hosting Cross-Connect Fiber or Copper - Monthly Fee	\$394.66
54151ECOM	HOSTING-129	Cloud Hosting Add Kronos Enterprise Archive -up to 1,000,000 employees - Base Monthly Fee	\$986.66
54151ECOM	HOSTING-20A	Cloud Hosting WFC Monthly Fee 1-750EE	\$1,627.98
54151ECOM	HOSTING-20B	Cloud Hosting WFC Monthly Fee 751 - 1500 EE	\$2,279.17
54151ECOM	HOSTING-20C	Cloud Hosting WFC Monthly Fee 1501 - 2500 EE	\$2,930.38
54151ECOM	HOSTING-20D	Cloud Hosting WFC Monthly Fee 2501-5000EE	\$4,124.23
54151ECOM	HOSTING-20E	Cloud Hosting WFC Monthly Fee 5001 - 6250 EE	\$5,643.68
54151ECOM	HOSTING-20F	Cloud Hosting WFC Monthly Fee 6251 - 7500 EE	\$7,054.60
54151ECOM	HOSTING-20G	Cloud Hosting WFC Monthly Fee 7501 - 10,000 EE	\$8,682.59
54151ECOM	HOSTING-20H	Cloud Hosting WFC Monthly Fee 10,001 - 15,000 EE	\$13,175.82
54151ECOM	HOSTING-20I	Cloud Hosting WFC Monthly Fee 15,001 - 20,000 EE	\$16,431.79
54151ECOM	HOSTING-21A	Cloud Hosting WFC Add Analytics Monthly Fee 0 - 750 EE	\$1,627.98
54151ECOM	HOSTING-21B	Cloud Hosting WFC Add Analytics Monthly Fee 751 - 1500 EE	\$2,170.65
54151ECOM	HOSTING-21C	Cloud Hosting WFC Add Analytics Monthly Fee 1501 - 2500 EE	\$2,170.65
54151ECOM	HOSTING-21D	Cloud Hosting WFC Add Analytics Monthly Fee 2501 - 5000 EE	\$3,527.30
54151ECOM	HOSTING-21E	Cloud Hosting WFC Add Analytics Monthly Fee5001 - 6250 EE	\$3,907.16

SIN	Part#	Description	Price (Contract Price)
54151ECOM	HOSTING-21F	Cloud Hosting WFC Add Analytics Monthly Fee 6251 - 7500 EE	\$3,907.16
54151ECOM	HOSTING-21G	Cloud Hosting WFC Add Analytics Monthly Fee 7501 - 10,000 EE	\$4,232.76
54151ECOM	HOSTING-21H	Cloud Hosting WFC Add Analytics Monthly Fee 10,001 - 15,000 EE	\$4,612.61
54151ECOM	HOSTING-21I	Cloud Hosting WFC Add Analytics Monthly Fee 15,001 - 20,000 EE	\$4,883.95
54151ECOM	HOSTING-22A	Cloud Hosting WFC Add Record Manager Monthly Fee 0 - 750 EE	\$759.73
54151ECOM	HOSTING-22B	Cloud Hosting WFC Add Record Manager Monthly Fee 751 - 1500 EE	\$813.98
54151ECOM	HOSTING-22C	Cloud Hosting WFC Add Record Manager Monthly Fee 1501 - 2500 EE	\$813.98
54151ECOM	HOSTING-22D	Cloud Hosting WFC Add Record Manager Monthly Fee 2501 - 5000 EE	\$976.79
54151ECOM	HOSTING-22E	Cloud Hosting WFC Add Record Manager Monthly Fee 5001 - 6250 EE	\$1,085.32
54151ECOM	HOSTING-22F	Cloud Hosting WFC Add Record Manager Monthly Fee 6251 - 7500 EE	\$1,085.32
54151ECOM	HOSTING-22G	Cloud Hosting WFC Add Record Manager Monthly Fee 7501 - 10,000 EE	\$1,356.65
54151ECOM	HOSTING-22H	Cloud Hosting WFC Add Record Manager Monthly Fee 10,001 - 15,000 EE	\$1,627.98
54151ECOM	HOSTING-22I	Cloud Hosting WFC Add Record Manager Monthly Fee 15,001 - 20,000 EE	\$1,899.31
54151ECOM	HOSTING-23	Cloud Hosting Teletime 24 Port Monthly Fee	\$2,121.80
54151ECOM	HOSTING-24	Cloud Hosting Teletime 48 Port Monthly Fee	\$2,635.16
54151ECOM	HOSTING-25	Cloud Hosting Teletime 72 Port Monthly Fee	\$4,755.89
54151ECOM	HOSTING-26	Cloud Hosting Teletime 96 Port Monthly Fee	\$5,269.25
54151ECOM	HOSTING-27A	Cloud Hosting WFC Add App Server Monthly Fee 5001 - 6250 EE	\$1,085.32
54151ECOM	HOSTING-27B	Cloud Hosting WFC Add App Server Monthly Fee 6251 - 7500 EE	\$1,085.32
54151ECOM	HOSTING-27C	Cloud Hosting WFC Add App Server Monthly Fee 7501 - 10,000 EE	\$1,085.32
54151ECOM	HOSTING-27D	Cloud Hosting WFC Add App Server Monthly Fee 10,001 - 15,000 EE	\$1,085.32
54151ECOM	HOSTING-27E	Cloud Hosting WFC Add App Server Monthly Fee 15,001 - 20,000 EE	\$1,085.32
54151ECOM	HOSTING-28A	Cloud Hosting WFC Add Non Prod Monthly Fee 0 - 750 EE	\$759.73
54151ECOM	HOSTING-28B	Cloud Hosting WFC Add Non Prod Monthly Fee 751 - 1500 EE	\$813.98
54151ECOM	HOSTING-28C	Cloud Hosting WFC Add Non Prod Monthly Fee 1501 - 2500 EE	\$813.98
54151ECOM	HOSTING-28D	Cloud Hosting WFC Add Non Prod Monthly Fee 2501 - 5000 EE	\$976.79
54151ECOM	HOSTING-28E	Cloud Hosting WFC Add Non Prod Monthly Fee 5001 - 6250 EE	\$1,085.32
54151ECOM	HOSTING-28F	Cloud Hosting WFC Add Non Prod Monthly Fee 6251 - 7500 EE	\$1,085.32
54151ECOM	HOSTING-28G	Cloud Hosting WFC Add Non Prod Monthly Fee 7501 - 10,000 EE	\$1,356.65
54151ECOM	HOSTING-28H	Cloud Hosting WFC Add Non Prod Monthly Fee 10,001 - 15,000 EE	\$1,627.98

SIN	Part#	Description	Price (Contract Price)
54151ECOM	HOSTING-28I	Cloud Hosting WFC Add Non Prod Monthly Fee 15,001 - 20,000 EE	\$1,899.31
54151ECOM	HOSTING-29A	Cloud Hosting WFC Disaster Recovery Monthly Fee 0 - 750 EE	\$1,193.85
54151ECOM	HOSTING-29B	Cloud Hosting WFC Disaster Recovery Monthly Fee 751 - 1500 EE	\$1,302.39
54151ECOM	HOSTING-29C	Cloud Hosting WFC Disaster Recovery Monthly Fee 1501 - 2500 EE	\$1,302.39
54151ECOM	HOSTING-29D	Cloud Hosting WFC Disaster Recovery Monthly Fee 2501 - 5000 EE	\$1,736.51
54151ECOM	HOSTING-29E	Cloud Hosting WFC Disaster Recovery Monthly Fee 5001 - 6250 EE	\$2,821.84
54151ECOM	HOSTING-29F	Cloud Hosting WFC Disaster Recovery Monthly Fee 6251 - 7500 EE	\$2,821.84
54151ECOM	HOSTING-29G	Cloud Hosting WFC Disaster Recovery Monthly Fee 7501 - 10,000 EE	\$3,473.03
54151ECOM	HOSTING-29H	Cloud Hosting WFC Disaster Recovery Monthly Fee 10,001 - 15,000 EE	\$4,341.29
54151ECOM	HOSTING-29I	Cloud Hosting WFC Disaster Recovery Monthly Fee 15,001 - 20,000 EE	\$5,209.55
54151ECOM	HOSTING-30	Cloud Hosting WFC Temporary Non-Prod Instance Monthly Fee	\$1,627.98
54151ECOM	HOSTING-31	Cloud Hosting WFC Add One VPN Monthly Fee	\$81.39
54151ECOM	HOSTING-32	Cloud Hosting WFC Add One Citrix License Monthly Fee	\$54.27
54151ECOM	HOSTING-33	Cloud Hosting WFC Add One FTP License Monthly Fee	\$27.13
54151ECOM	HOSTING-34	Cloud Hosting WFC Citrix And Two Licenses Monthly Fee	\$968.11
54151ECOM	HOSTING-35	Cloud Hosting WFC Add 100GB Storage Monthly Fee	\$46.67
54151ECOM	HOSTING-36	Cloud Hosting WFC Add 100GB Backup Monthly Fee	\$19.54
54151ECOM	HOSTING-37	Cloud Hosting WFC Std App Server (4v/8) Monthly Fee	\$336.45
54151ECOM	HOSTING-38	Cloud Hosting WFC Large App Server (4v/16) Monthly Fee	\$477.54
54151ECOM	HOSTING-39	Cloud Hosting WFC Large Physical Server (16c/48) Monthly Fee	\$1,028.89
54151ECOM	HOSTING-40	Cloud Hosting WFC SQL SRVR 2008 Std Ed (2cpu) Monthly Fee	\$1,224.24
54151ECOM	HOSTING-41	Cloud Hosting WFC Windows Server 2008 Std Ed (per OS) Monthly Fee	\$73.80
54151ECOM	HOSTING-42	Cloud Hosting Teletime 4 Port Monthly Fee	\$1,720.23
54151ECOM	HOSTING-44	Cloud Hosting Teletime 8 Port Monthly Fee	\$1,828.77
54151ECOM	HOSTING-63	Cloud Hosting WFC Add Analytics Hosting Monthly Fee 1-20,000 ee	\$986.66
54151ECOM	HOSTING-64	Cloud Hosting WFC Analytics Per EE Monthly Fee 1-20,000 ee	\$0.99
54151ECOM	HOSTING-69	Cloud Hosting Workforce TeleStaff Enterprise Base Fee Per Month	\$1,356.65
54151ECOM	HOSTING-70	Cloud Hosting Workforce TeleStaff Enterprise Per Employee Per Month (1-20,000ee)	\$0.54
54151	PRVC3I-000	webTA Payroll Provider SSC Analyst / Programmer	\$201.63
54151	PRVC3I-001	webTA Project Manager	\$295.16
54151	PRVC3I-002	webTA Application Consultant/ IT Engineer	\$245.75

SIN	Part#	Description	Price (Contract Price)
54151	PR SVC3I-003	webTA Senior IT Engineer	\$283.56
54151	PR SVC3I-004	webTA Senior Systems Analyst / Programmer	\$264.65
54151	PR SVC3I-005	webTA Systems Analyst / Programmer	\$233.15
54151	PR SVC3I-006	webTA Junior Systems Analyst / Programmer	\$201.63
54151	PR SVC3I-008	webTA Implementation Support	\$233.15
54151	PR SVC3I-009	webTA Principle Solutions Analyst	\$318.18
511210	PSL0012-V4	webTA Services Module v4 License - Capacity Add only- No new customers	\$7,020.87
511210	PSL0012-V4-GM	Gold Maintenance for webTA Services Module v4 License - - Capacity Add only- No new customers	\$1,563.16
511210	PSL0012-V5	webTA Services Module v5 License	\$7,020.87
511210	PSL0012-V5GM	Gold Maintenance for webTA Services Module v5 License	\$1,563.16
511210	PSL0013-V4	webTA Guide Module - - Capacity Add only- No new customers	\$24.80
511210	PSL0013-V4-GM	Gold Maintenance for webTA Guide Module - Capacity Add only- No new customers	\$5.53
511210	PSL004-V4	webTA Time and Attendance System v4 single user license - Capacity Add only- No new customers	\$61.96
511210	PSL004-V4-GM	Gold Maintenance for webTA Time and Attendance System v4 single user license - Capacity Add only- No new customers	\$13.79
511210	PSL004-V5	webTA Time and Attendance System v5 single user license	\$61.95
511210	PSL004-V5GM	Gold Maintenance for webTA Time and Attendance System v5 single user license	\$13.79
511210	PSL005-V4	webTA Labor Management Module v4 single user license - Capacity Add only- No new customers	\$12.36
511210	PSL005-V4-GM	Gold Maintenance for webTA Labor Management Module v4 single user license - Capacity Add only- No new customers	\$2.75
511210	PSL005-V5	webTA Labor Management Module v5 single user license	\$12.36
511210	PSL005-V5GM	Gold Maintenance for webTA Labor Management Module v5 single user license	\$2.75
511210	PSL006-V4	webTA Smart Time Module v4 single user license (Req for Time In / Time Out) - Capacity Add only- No new customers	\$24.80
511210	PSL006-V4-GM	Gold Maintenance for webTA Smart Time Module v4 single user license (Req for Time In / Time Out) - Capacity Add only- No new customers	\$5.53
511210	PSL006-V5	webTA Smart Time Module v5 single user license (Req for Time In/Time Out)	\$24.80
511210	PSL006-V5GM	Gold Maintenance for webTA Smart Time Module v5 single user license (Req for Time In/Time Out)	\$5.53
511210	PSL008-V4	webTA Reports Server Module v4 License - Capacity Add only- No new customers	\$5,400.59
511210	PSL008-V4GM	Gold Maintenance for webTA Reports Server Module v4 License - Capacity Add only- No new customers	\$1,443.84
511210	PSL0088-V4	webTA Reports Module v4 single user license - Capacity Add only- No new customers	\$13.25

SIN	Part#	Description	Price (Contract Price)
511210	PSL0088-V4-GM	Gold Maintenance for webTA Reports Module v4 single user license - Capacity Add only- No new customers	\$2.95
511210	PSL0088-V5	webTA Reports Module v5 single user license	\$13.24
511210	PSL0088-V5GM	Gold Maintenance for webTA Reports Module v5 single user license	\$2.95
54151ECOM	SAAS-WFD-ADD-TENANT-1	WF DIMENSIONS NON-PROD ADDITIONAL TENANT TIER 1	\$496.57
54151ECOM	SAAS-WFD-ADD-TENANT-2	WF DIMENSIONS NON-PROD ADDITIONAL TENANT TIER 2	\$496.57
54151ECOM	SAAS-WFD-ADD-TENANT-3	WF DIMENSIONS NON-PROD ADDITIONAL TENANT TIER 3	\$993.15
54151ECOM	SAAS-WFD-ADD-TENANT-4	WF DIMENSIONS NON-PROD ADDITIONAL TENANT TIER 4	\$1,489.72
54151ECOM	SAAS-WFD-ADD-TENANT-5	WF DIMENSIONS NON-PROD ADDITIONAL TENANT TIER 5	\$2,482.87
54151ECOM	SAAS-WFD-ADD-TENANT-6	WF DIMENSIONS NON-PROD ADDITIONAL TENANT TIER 6	\$4,965.74
54151ECOM	SAAS-WFD-ADD-TENANT-7	WF DIMENSIONS NON-PROD ADDITIONAL TENANT TIER 7	\$9,931.49
54151ECOM	SAAS-WFD-ADD-TENANT-8	WF DIMENSIONS NON-PROD ADDITIONAL TENANT TIER 8	\$19,862.97
54151ECOM	SAAS-WFD-ADD-TENANT-9	WF DIMENSIONS NON-PROD ADDITIONAL TENANT TIER 9	\$37,243.07
54151ECOM	SAAS-WFD-ADD-TENANTS	WORKFORCE DIMENSIONS NON-PROD ADDITIONAL TENANT SAAS - PER EMPLOYEE PER MONTH	\$0.25
54151ECOM	TAM-ENHANCED-WF-DIMENSIONS	TECHNICAL ACCOUNT MANAGER (TAM) - ENHANCED PER YEAR	\$120,898.04
54151ECOM	TAM-ESSENTIALS-WF-DIMENSIONS	TECHNICAL ACCOUNT MANAGER (TAM) - ESSENTIALS PER YEAR	\$120,898.04
611420	TRAINPTS	Training Points: Generic Training Points to be used for any training class. (invoiced upon delivery of order)	\$0.84