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**WILLIAMSON COUNTY**  
**ADDENDUM TO TERMS AND CONDITIONS**  
**immixTechnology, Inc.**  
**(Quote # QUO-1505916-Q0B8Q2)**

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

**THIS ADDENDUM TO TERMS AND CONDITIONS** is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **immixTechnology, Inc.** (hereinafter “Service Provider”), both of which are referred to herein as the parties. Subject to the changes herein, the parties have accepted the Service Provider’s Terms and Conditions, and the following changes shall be incorporated as if part of the agreement.

**I.**

**Prompt Payment Act:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31<sup>st</sup> day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%) and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

**II.**

**Tax Exemption:** The County is a political subdivision under the laws of the State of Texas and claims exemption from sale and use taxes under Tex. Tax Code Ann. §151.309, as amended, The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any services rendered.

### III.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

### IV.

**Venue and Applicable Law:** Venue of this agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

### V.

**Right to Audit:** Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

### VI.

**Public Information:** Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

### VII.

**Mediation:** The parties agree to use mediation for dispute resolution prior to a formal legal action being taken on this Contract.

### VIII.

**Entire Contract & Incorporated Documents; Conflicting Terms:** This Addendum constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Addendum include the following:

- A. This Addendum
- B. As described in the attached Quote, which is incorporated herein as if copied in full:
  - a. Quote # QUO-1505916-Q0B8Q2;

C. Cooperative Agreement (Contract # DIR-TSO-4315).


Due to the expenditure of public funds and based on public policy, any conflicting terms will be resolved in favor of Williams County in the discretion of the Williamson County Commissioners Court.

IX.

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of the Service Provider's governing body who is authorized to execute this instrument by order duly recorded may execute this Addendum on behalf of the Service Provider.

IN WITNESS WHEREOF, this Addendum shall be effective as of the date of the last party's execution below.

**WILLIAMSON COUNTY:**

  
Bill Gravell (Feb 25, 2025 10:40 CST)

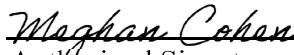
Authorized Signature

Bill Gravell

County Judge/Presiding Officer

Date: Feb 25, 2025 \_\_\_\_\_, 20\_\_\_\_

**IMMIX TECHNOLOGY, INC:**

  
Authorized Signature

Meghan Cohen

Printed Name

Date: 17 February \_\_\_\_\_, 20 25

# Sales Quotation

Shawna Simons  
WILLIAMSON, COUNTY OF  
Williamson County EMS  
303 Martin Luther King  
Georgetown, TX 78626  
PH: 512-943-1498  
ssimons@wilco.org

**Quote Number:** QUO-1505916-Q0B8Q2  
**Quote Date:** 1/30/2025  
**Expiration Date:** 3/1/2025

**Contract No.:** DIR-TSO-4315  
**CAGE Code:** 3CA29  
**DUNS No.:** 09-869-2374  
**TAX ID#:** 54-1912608  
**Terms:** NET 30  
**FOB:** Destination

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

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

**Manufacturer Quote #:** Q-182532  
**Manufacturer Ref #:**

**Manufacturer Contact:** Hoover, Erica  
713 802 6838 erica.hoover@ukg.com

PLEASE REFERENCE THE FULL QUOTE IMMIX NUMBER - QUO-\_\_\_\_\_-\_\_\_\_\_- AND GOVERNMENT CONTRACT NUMBER ON ALL PURCHASE ORDERS ISSUED AGAINST THIS QUOTE

PLEASE DO NOT MAIL PURCHASE ORDERS VIA US POSTAL SERVICE. Please email purchase order to kronos@immixgroup.com.  
Please include any tax-exempt certificates, where applicable.

Included at no cost:  
UKG Pro Workforce Management Bundle  
UKG PRO WFM INTEGRATION TO UKG TELESTAFF

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8604538-000A	DIR-TSO-4315	XAAS	UKG PRO TIMEKEEPING HOURLY - STANDARD LIC, PEPM (2000 lic x 12 mo)** TRUSTED PRODUCT **	24000	\$4.4600	\$107,040.00
Period of Performance: 3/18/2025 to 3/17/2026.							
2	8604543-000A	DIR-TSO-4315	XAAS	UKG PRO ANALYTICS - STANDARD LIC, PEPM (2000 lic x 12 mo)** TRUSTED PRODUCT **	24000	\$1.2500	\$30,000.00
Period of Performance: 3/18/2025 to 3/17/2026.							
3	8604540-000A	DIR-TSO-4315	XAAS	UKG PRO LEAVE (Includes Accruals) - STANDARD LIC, PEPM (2000 lic x 12 mo)** TRUSTED PRODUCT **	24000	\$0.8900	\$21,360.00
Period of Performance: 3/18/2025 to 3/17/2026.							
4	8604539-000A	DIR-TSO-4315	XAAS	UKG PRO ACCRUALS - STANDARD LIC, PEPM (1950 lic x 12 mo)** TRUSTED PRODUCT **	23400	\$0.6200	\$14,508.00
Period of Performance: 3/18/2025 to 3/17/2026.							
5	8604539-000A	DIR-TSO-4315	XAAS	UKG PRO ACCRUALS - STANDARD LIC, PEPM (50 lic x 12 mo)** TRUSTED PRODUCT **	600	\$0.4500	\$270.00
Period of Performance: 3/18/2025 to 3/17/2026.							
6	8604976-000	DIR-TSO-4315	XAAS	UKG PRO Data Hub Premium - PEPM (Per employee per month) (2000 lic x 12 mo)** TRUSTED PRODUCT **	24000	\$0.1200	\$2,880.00
Period of Performance: 3/18/2025 to 3/17/2026.							

<b>ANYTHING AS A SERVICE</b>	\$176,058.00
<b>Grand Total</b>	\$176,058.00

IM05306 - SID: 6042053

3/18/25 - 3/17/26

Subject to the Terms and Conditions of Contract Number DIR-TSO-4315.

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](http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf)



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

## **TERMS AND CONDITIONS FOR KRONOS PRODUCTS AND SERVICES**

### **KRONOS LICENSE, WARRANTY AND SUPPORT TERMS**

- A. KRONOS GENERAL TERMS’ SALES SOFTWARE, SOFTWARE AND EQUIPMENT SUPPORT SERVICES (EXCLUDING webTA) AND PROFESSIONAL SERVICES
- B. KRONOS webTA SUPPORT POLICIES AND SERVICES
- C. APPLICATION HOSTING SUPPLEMENTAL TERMS AND CONDITIONS
- D. KRONOS WORKFORCE CENTRAL SAAS TERMS
- E. KRONOS WORKFORCE READY SAAS TERMS
- 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 and Equipment purchase, support and professional services, Section B shall apply to the Support services of the webTA Software; 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 Section H shall apply to the Workforce Telestaff IVR order

#### **SECTION A**

### **KRONOS GENERAL TERMS’ SALES SOFTWARE, SOFTWARE, PROFESSIONAL SERVICES AND SOFTWARE AND EQUIPMENT SUPPORT SERVICES (EXCLUDING webTA)**

#### **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.

## **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 Equipment and Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from Delivery. In the event of a breach of this warranty, Ordering Activity's remedy shall be Kronos' repair or replacement of the deficient Equipment and/or 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 Equipment (or parts thereof) or Software media in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of 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 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. EQUIPMENT SUPPORT SERVICES**

The following terms and conditions shall supplement the terms and conditions of this Attachment A and shall govern the equipment support services provided by Contractor through Kronos to Ordering Activity. In the event of a conflict of inconsistency between the Section A of this Attachment A and this Section 9, the Section A of this Attachment A shall govern.

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

#### 9.1 TERM

Equipment Support Services for the Product(s) have a term of one (1) year commencing upon the expiration of the applicable warranty period, as specified in the Section A of this Attachment A entered into between Contractor and Ordering Activity.

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.

#### 9.2 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), will be covered by the Depot Support Services or Service Packs. Ordering Activity agrees that if Ordering Activity purchases, during the term of the Depot Support Services, any Products of the same type as those specified on an Order Form, such additional Products shall be covered by the Depot Support Services.

#### 9.3 DEPOT SUPPORT SERVICE DESCRIPTION

Upon the failure of an installed Product, Ordering Activity shall notify Contractor through Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be 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. Hours of operation, locations and other information related to Kronos' Depot Repair Centers can be found at <http://customer.kronos.com/ContactUs.htm> and are subject to change. 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 this Attachment A.

(a) 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.

(b) 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. Ordering Activity shall make every reasonable effort to return the failed Product using the same packing materials in which the original Product was sent. Upon receipt of the failed Product, Contractor through 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.

#### 9.4 EQUIPMENT SERVICE PACK SUPPORT SERVICE DESCRIPTION

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

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

#### 9.5 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.

#### 9.6 SUPPORT EXCLUSIONS

Depot Support Service does not include the replacement of "consumables". In addition, Depot Support Service does not include the repair of damages, and 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.

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 Depot Support Services. Firmware (including equipment service packs) which may be available to resolve a Product issue is not installed by the Kronos Depot Repair Center but is available for download at Kronos' customer web site provided Ordering Activity is maintaining the Product under an annual Depot Support Services plan with Kronos.

#### 9.7 WARRANTY

- (a) Depot Repair and Exchange warranty: Contractor warrants that all repairs performed under the Section A of this Attachment A shall be performed in a professional and competent manner.

ALL OTHER WARRANTIES FOR THE DEPOT SUPPORT SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND MERCHANTABILITY, ARE EXCLUDED BY AGREEMENT OF THE PARTIES.

- (b) Services Pack support Warranty: Contractor warrants that all service packs and firmware updates provided under this Section A of this Attachment A 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 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.

#### 9.8 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.

### 10. 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.

### 11. 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.

## **12. 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.

## **13. 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.

## **14. KNOWLEDGE PASS 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.

## **15. 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.

## **16. 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, 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.

## **17. INSPECTION/ACCEPTANCE.**

The Contractor (immixTechnology, Inc.) can only, and shall only tender for acceptance those items that substantially conform to the software manufacturer's ("Kronos") published specifications. Therefore, items delivered shall be considered accepted upon delivery. The Government reserves the right to inspect or test any supplies or services that have been delivered. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within the warranty period; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

## **SECTION B**

### **KRONOS webTA SUPPORT POLICIES AND SERVICES**

#### **1. General Information**

- The current Gold Support standard policies and maintenance services for the Kronos webTA and Kronos Federal Apps 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 Kronos Federal Apps customers are only eligible to receive Gold Support. Kronos Gold Plus, Platinum and Plus Programs are not available under webTA 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 software products and/or Kronos Federal Apps for each installation. The Kronos webTA and Kronos Federal Apps families of products are solely and exclusively sold to entities within the U.S. Federal Government. The Supported Product List for the Kronos webTA and Kronos Federal Apps families of products is as follows:

Kronos webTA Products v3 and v4 (legacy):

- 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 webLD – labor activity & task distribution tracking & costing
- Kronos webCT – case activity & task tracking & costing

Kronos Federal Apps v4.2 Only (legacy):

- Kronos FedTC – employee role only time card data collection & submission
- Kronos FedLPP – employee role only leave & premium pay request data collection & submission
- Kronos FedTITO – employee role only time in/time out time card data collection & submission
- Kronos FedSP – supervisor role only time card, leave & premium pay certification

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 webLD V5 – labor activity & task distribution tracking & costing
- Kronos webCT V5– case activity & task tracking & costing
- Kronos webTA Web Services V5 – interoperability, interfacing, SOA, API
- Kronos webTA Reports V5 – web based webTA reporting

*Kronos webTA and Kronos Federal Apps Families of Products*

Contractor through Kronos only provides maintenance service support for the current version and release of the Kronos webTA and Kronos Federal Apps (for example, v5) and the immediate prior supported versions and releases (for example, v3.8, v4.1, v4.2) 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, Kronos will determine the scope of the service pack, 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 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 3<sup>rd</sup> 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 rates.

1. Configuration Changes, Reprogramming, New Programming such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Profiles, pay plans, 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

#### *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 Kronos 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 price for the Support service for such lapsed or unprocured 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 and/or Kronos Federal App 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 webTA 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 webTA Administrators to assure that the client has thoroughly researched an issue on the client's end so that the client webTA Administrators can verify & document that it is truly a Kronos webTA 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 Kronos 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, 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 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 thirdparty 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 securityrelated 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.

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.

“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 Reserved.

2.3 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.

2.4 Ordering Activity may terminate the Cloud Services in accordance with the procedures set-forth in FAR 52.212-4.

2.5 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 Reserved.

3.3 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 thirdparty 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's 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's 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's 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's 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 co-operate, 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.

“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.

## **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 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 Contractor, Contractor shall refund Ordering Activity any pre-paid fees for Services and Implementation 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 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. 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](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's 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, such as airfare, lodging, meals and local transportation, incurred by Contractor in accordance with these 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. Provided Ordering Activity has purchased support services for the Equipment, the following terms shall apply (Depot Exchange support services for rented Equipment are included in the rental fees for such Equipment):

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

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

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

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



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

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

- (A) Service packs for the Equipment (which may contain system software updates, firmware updates, security updates, and feature enhancements) available for download at Kronos' customer portal. Service packs for the Equipment are not installed by the Contractor Depot Repair Center but are available for download at Kronos' customer portal, provided Ordering Activity is maintaining the Equipment under an annual Equipment Support Services plan with Kronos; and
- (B) Access to the Kronos Support Services Center for the logging of requests for assistance downloading service packs for the Equipment.

(b) Warranty. Contractor warrants that all service packs and firmware updates provided under Section D of this Attachment A 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 Kronos' repair or replacement of the deficient service pack(s) or firmware update(s), at Kronos' option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the specifications.

(c) Responsibilities of Ordering Activity. It is Ordering Activity's responsibility 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 Equipment at Ordering Activity's locations in order for Ordering Activity to continue its operations while repairs are being performed and replacement Equipment is being shipped to Ordering Activity. For each of the Depot Exchange and Depot Repair Equipment Support Services options, Ordering Activity agrees that it shall return failed Equipment promptly as the failures occur and that it shall not hold failed Equipment and send failed Equipment to Kronos in "batches" which shall result in a longer turnaround time to Ordering Activity. In addition, Ordering Activity agrees to:

- (i) Maintain the Equipment in an environment conforming to the Kronos published specifications for such Equipment;
- (ii) Not perform self-repairs on the Equipment (i.e., replacing components) without prior written authorization from Kronos;
- (iii) De-install all failed Equipment and install all replacement Equipment in accordance with Kronos' written installation guidelines;
- (iv) Ensure that the Equipment is returned to Kronos properly packaged; and

(v) Obtain an RMA before returning any Equipment to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. Ordering Activity may only return the specific Equipment authorized by Kronos when issuing the RMA.

(d) Delivery. All domestic shipments within the United States are FOB Destination to/from Ordering Activity and Kronos with the shipping party bearing all costs and risks of loss, and with title passing upon delivery to the identified destination.

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-guidlines.aspx](http://www.kronos.com/products/workforce-central-saas/training-guidlines.aspx). Participation in such training courses is limited to the number of seats indicated for the courses corresponding to the modules forming a part of the Services purchased by 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. EQUIPMENT

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

### 9.1 Rented Equipment. The following terms apply only to Equipment Ordering Activity rents from Contractor:

- a) **Rental Term and Warranty Period.** The term of the Equipment rental and the “Warranty Period” for such Equipment shall run coterminously with the Term of the other Services provided under Section D of this Attachment A and Order Form.
- b) **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. No loss, theft or damage after shipment of the Equipment to Ordering Activity shall relieve Ordering Activity from Ordering Activity’s obligations under the Section D of this Attachment A and Order Form.
- c) **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 Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.
- d) **Ownership.** All Equipment shall remain the property of 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 (d).
- e) **Equipment Support.** Contractor shall provide to Ordering Activity the Equipment support services described in Section 7.
- f) **Return of Equipment.** Upon termination of the applicable Order Form, Ordering Activity shall return, within thirty (30) days of the effective date of termination and at Ordering Activity’s expense, the Equipment subject to this Section 9.1. Equipment will be returned to Contractor in the same condition as and when received, reasonable wear and tear excepted. If Ordering Activity fails to return Equipment within this time period, Contractor shall invoice Ordering Activity for the then list price of the Equipment.

### 9.2 Purchased Equipment. The following terms apply only to Equipment Ordering Activity purchases from Contractor:

- a) **Ownership and Warranty Period.** Title to the Equipment shall pass to Ordering Activity upon delivery to the carrier. The “Warranty Period” for the Equipment shall be for a period of ninety (90) days from such delivery (unless otherwise required by law).  
**Equipment Support.** Contractor through Kronos shall provide to Ordering Activity the Equipment support services described in the Section D of this Attachment A if purchased separately by Ordering Activity as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period.  
Equipment support services 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.

## **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**

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 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'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 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.

## **12.0 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/workforce-centralcloud/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, 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 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

### Kronos® Workforce Central & Workforce TeleStaff

#### Cloud Offering – Single Tenant

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

Cloud Offering	
<b>Environments:</b> One standard Production and one Non-Production (Development) environment.	Included. More nonproduction environments are available for additional fees.
<b>Environment restoration:</b> Restore of Production environment to one Non-Production environment once per week.  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.	Included. More frequent restores or additional environments will be subject to additional time and material fees.
<b>Connectivity to Service:</b> 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.	Included

<b>Device Initiated Terminal Connectivity:</b> 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.	Included
<b>Remote Access to Non-Web Applications:</b> 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.	2 named users included
<b>SFTP Accounts:</b> 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.	2 logins included
<b>Operating System and Database Software Management:</b> Includes application of	Included

Cloud Offering	
critical security patches, service packs and hot-fixes; maintenance of servers.	
<b>Server Maintenance:</b> Repair and replacement of defective or failed hardware and the installation of hardware upgrades.	Included
<b>Application Updates:</b> Services to perform technical tasks required to apply application service packs, legislative updates (if applicable), point releases and version upgrades.	Included



<b>Backup:</b> 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
<b>Security:</b> 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.  In the event the customer identifies a security issue, the customer will notify Kronos. For security purposes, customers are restricted from accessing the desktop, file systems, databases and operating system of the environments.  Customer agrees not to upload payment card information as the service is not certified for PCI DSS. Customer agrees not to upload health information that falls under HIPAA.	Included



<p><b>Read-Only ODBC Access:</b> Kronos will provide customer read-only ODBC access into customer's Production and Non-Production 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</p>	<p>If selected on Order Form</p>
<p><b>Cloud Offering</b></p>	
<p>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>	
<p><b>Basic Disaster Recovery Services:</b> 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>	<p>Included</p>

<p><b>Enhanced Disaster Recovery Services:</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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> <p>Workforce Analytics, Workforce Record Manager, Workforce TeleStaff Workforce TeleTime IP and all Non-Production environments are excluded from the RTO.</p>	<p>If selected on Order Form</p>
<p><b>Cloud Offering</b></p>	
<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>	

<p><b>Temporary Environments:</b> 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>	<p>If selected on Order Form</p>
<p><b>Third Parties:</b> 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>

#### 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 functionality 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.
<b>Product Specific Considerations</b>	
	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 Non-Production 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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Project Coordination: Project Manager to coordinate the upgrade project.  <ul style="list-style-type: none"> <li>Up to eight 30-minute weekly status calls (one per week)</li> <li>Coordinate Kronos resources</li> <li>Send meeting invites</li> <li>Provide Project Timeline and expected customer commitment at the start of the project</li> <li>Provide initial Project Schedule and communicates progress during weekly status calls</li> </ul>	Included
Provide Communication Plan and Contact List	
<b>Planning Phase</b>	
Customer/ Kronos Introduction Call – up to one hour	Included
Technical readiness & architecture review – Kronos Cloud Environment	Included
<b>Assessment Phase</b>	
Assessment of Interface Upgrade	Included
Assessment of new features or changes to configuration	Not included
Assessment of customs and custom reports and development activities related thereto	Not included
<b>Solution Upgrade / Build Phase</b>	
One (1) restore of Production database to Pre-Production environment for the purpose of upgrade testing. Additional restores, if requested, shall be subject to additional time and material fees.	Included
Upgrade Non-Production and Production environments to new point release or version.	Included



Upgrade of Workforce Integration Manager (WIM) interfaces due to product changes	Included
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".	
Upgrade of non-WIM interfaces in Non-Production environment and Production environment.	Not Included
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
<b>Test &amp; Certify Phase</b>	
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

<b>Deploy &amp; Support Phase</b>	
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. 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 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 though Kronos based 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 Equipment Support. If Equipment is rented in accordance with Section 9.1 below or if Equipment Support Services are purchased for Equipment purchased in accordance with Section 9.2 below, Contractor through Kronos will provide the following Depot Exchange Support Services to Ordering Activity:

(a) Upon the failure of installed Equipment, Ordering Activity shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Ordering Activity will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Ordering Activity is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Ordering Activity must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Ordering Activity on the applicable Order Form and as specified herein and in Section G of this Attachment A (Support Services Policies).

(b) Contractor will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos's choice. Replacement Equipment will be shipped the same day, for delivery to Ordering Activity's location as further described in the Support Policies.

**REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED.**

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

(c) Equipment support also includes Ordering Activity access to Equipment service packs via the Kronos customer Portal.

7.4 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. EQUIPMENT**

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

9.1 Rented Equipment. The following terms apply only to Equipment Ordering Activity rents from Contractor:

- g) Rental Term and Warranty Period. The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Section E of this Attachment A and the Order Form.
- h) 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. No loss, theft or damage after shipment of the Equipment to Ordering Activity shall relieve Ordering Activity from Ordering Activity's obligations under the Section E of this Attachment A and the Order Form.
- i) 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, subject to applicable Government security requirements. 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 Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.
- j) 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 (d).
- k) Equipment Support. Contractor shall provide to Ordering Activity the Equipment support services described in Section 7.
- l) Return of Equipment. Upon termination of the applicable Order Form, Ordering Activity shall return, within thirty (30) days of the effective date of termination and at Ordering Activity's expense, the Equipment subject to this Section 9.1. Equipment will be returned to Contractor in the same condition as and when received, reasonable wear and tear excepted

9.2 Purchased Equipment. The following terms apply only to Equipment Ordering Activity purchases from Contractor:

- b) Ownership and Warranty Period. Title to the Equipment shall pass to Ordering Activity upon delivery to the carrier. The "Warranty Period" for the Equipment shall be for a period of ninety (90) days from such delivery (unless otherwise required by law).
- c) Equipment Support. Contractor through Kronos shall provide to Ordering Activity the Equipment support services described in this Section E of this Attachment A if purchased separately by Ordering Activity as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period.  
Equipment support services 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.

## 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
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Time and Labor	Kronos will configure and implement Workforce Ready Time and Labor module.	It is the responsibility of the customer to Complete 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 Complete 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.
Clocks	Kronos will configure up to 3 clocks and the customer's IT staff to replicate physically configurations. responsibility of the customer to	It is the responsibility of the customer to train the install/mount all clocks. It is the additional 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 MasterTax and the customer. Kronos will confirm proper configuration of the payroll export MasterTax .	It is the responsibility of the customer to between provide Kronos with the necessary tax information to setup the MasterTax toexports.
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 Workforce Ready.	It is the responsibility of the customer to provide Kronos with the necessary import file specifications for their payroll software.
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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.
  - d. 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.
  - e. 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).
  - f. 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 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 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 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.).
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.

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 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 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 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 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 HR-related mini-courses. Browse the courses in the SHRM e-learning catalog <http://www.shrm.org/elearning/> to create a learning journey that is unique to you. SHRM e-Learning courses are facilitated by leading industry experts and presentations range from sixty to ninety minutes in length.

Interactive Forms (Available to Platinum level customers)  
Instant access to a comprehensive and easy-to-use library of HR and Employment & Payroll Tax forms and instructions. You can access, fill out, save, print, and maintain over 730 HR forms and 2500 Payroll forms.

#### Service Packs (Available to all Support Agreement customers)

Kronos Support Services entitles all 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 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 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 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 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 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 applicable purchase order 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-1: Equipment Purchase, Rental, and Support  
Attachment A-2: Service Level Agreement  
Exhibit B: Workforce Dimensions Cloud Guidelines  
Exhibit C: Customer Success

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.

“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 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 A-1.

## 2. Billing

2.1 Contractor will invoice the Fees on the Billing Frequency indicated on the Order Form. For each Order Form, the billing period of the PEPM Fees will start on the Billing Start Date and will continue for the time period indicated as the Initial Term. 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 provided in this Section I, payments are non-refundable. Each Party is responsible to pay all costs and fees attributable to such Party pursuant to the Shipping Terms indicated on the Order Form.

2.2 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.

## 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 non-conforming 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 judgement, 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 KRONOS FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE 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. 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 shall not assign the rights to use the Services without the prior written consent of Kronos and any purported assignment, without such consent shall be void.

### Attachment A-1: Equipment Purchase, Rental, and Support

The following terms and conditions supplement the terms and conditions of Exhibit A and govern the purchase and sale, or rental of, Equipment and the related support services, as applicable.

#### 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. 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

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, within thirty (30) days of the effective date of termination and at Ordering Activity's expense, 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 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.

##### 6.1 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.

##### 6.2 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.

##### 6.3. Depot Support Service

6.3.1 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.

6.3.2 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.

6.3.3 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.

6.3.4 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.

6.4 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.

6.5 Contractor warrants that all service packs and firmware updates provided under this Section I 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.

6.6 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.

## 6.7 Support Exclusions

6.7.1 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.

6.7.2 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. Warranty

Contractor warrants that all repairs performed under this Section I 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.

## 8. 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.

### Attachment A-2: Service Level Agreement



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; (g) expected downtime during the Maintenance Periods described below; (h) any 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:  $(\text{Monthly Minutes (MM)} - \text{Total Minutes Not Available (TM)}) \times 100$  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"> <li>- 20 active concurrent sessions per SFTP account</li> <li>- File size transferred per SFTP session not to exceed 100MB</li> <li>- Storage quota of 10GB per SFTP account</li> </ul>
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.

<b>Kronos application updates</b>	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.
<b>Data retention</b>	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.
<b>Customer termination support</b>	Upon customer termination, Kronos will provide access to the service for an additional 30 days so the customer may extract data.
<b>Security compliance</b>	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.
<b>Disaster recovery</b>	Recovery time objective: 24 hours Recovery point objective: 4 hours
<b>Encryption</b>	Data encryption in transit and at rest is included.
<b>Servicelevel agreement uptime</b>	99.75% system availability
<b>Maintenance window</b>	Four hours once a week, according to defined standard schedule: Saturday, midnight – 4:00 a.m. EST
<b>Data usage</b>	Kronos has the right to use scrubbed system data to define benchmarks, understand usage, and establish patterns.
<b>Third parties</b>	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.
<b>Legal Hold</b>	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

### Workforce Dimensions

# Success Plans

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

Our two Success Plans are designed to meet your unique organizational needs and help you maximize the full value of your Kronos® solution.

#### Essentials

» A digital, self-service, community-based approach

#### Enhanced

» Personalized guidance, one-on-one success planning, and technical support

	Essentials	Enhanced
<b>Included</b>		
KGS Technical Support	8 a.m. – 8 p.m. M–F support 2-hour response time to cases	24-hour x 7-day support 1-hour response time to cases
24x7 Mission-Critical Support	•	•
Kronos Community	•	•
Kronos Onboarding Experience	•	•
Kronos KnowledgeMap™	•	•
Customer Success Manager	Team	Named
Integration/API Support		•
Configuration Review		•
Industry Best-Practices Review		•
New Feature Review and Activation*		•
<b>Extras</b>		
Technical Account Manager		Fees Apply
Kronos KnowledgeMap Live		Fees Apply
Help Desk Services		Fees Apply
Managed Services		Fees Apply

\*Assistance integrating new licensed and nonlicensed features under 8 hours is supported.



## Workforce Dimensions

# Essentials Success Plan

Accelerate value through a digital, self-service, community-based model

### Bundled to Meet Your Fundamental Needs

The Essentials Success Plan is the foundational success plan for all Kronos® customers. This level of service provides the support, coverage, and resources you'll need to keep your solution up and running effectively. Optimize productivity and performance with cross-functional support, comprehensive education tools, and outcome-driven customer success management.

Features	Description
Support Services	
Local Time Zone Support	8 a.m. – 8 p.m. M–F support, 2-hour response time to cases
24x7 Mission-Critical Support	Immediate and ongoing support for a critical issue with no available workaround, when the system or a module may be down, major system degradation or data corruption is experienced, or other related factors are present
Success Services	
Kronos Community	Always-on access to rich content, how-to articles, discussion boards, and a direct connection to other Kronos customers in your industry
Kronos Onboarding Experience	Step-by-step guidance from the beginning of your Kronos journey to help you reach your business goals and know what to expect along the way
Kronos KnowledgeMap™	Industry-leading online education portal providing anytime, anywhere access to your learning resources
Success Management	
Customer Success Team	A team of industry experts dedicated to helping you find answers to your questions, navigate challenges, and celebrate success

The Essentials Success Plan also offers the opportunity to purchase additional services to help you enhance your Kronos experience.

- **Technical Account Manager:** Named industry and/or product expert providing dedicated technical support for your Kronos solution
- **Kronos KnowledgeMap Live:** In-depth classroom training by certified Kronos instructors with deep industry expertise to ensure your functional and technical teams are fully prepared for deployment and future releases
- **Help Desk Services:** Frontline end-user support of your Kronos application, dedicated support lines, and proactive system monitoring 24 hours per day
- **Managed Services:** Receive ongoing configuration support, regular analysis, and creative solution suggestions from expert workforce management consultants

## Workforce Dimensions

# Enhanced Success Plan

Amplify business outcomes with tailored success paths and technical expertise

### One-on-One Success Management

The Enhanced Success Plan is focused on helping you uncover the full value of your Kronos® solution by teaming you with expert-level resources. You'll experience rapid results from reliable partnerships with key Kronos resources who will help you take optimization to the next level and establish an outcome-driven, long-term plan for realizing the success you expect.

Features	Description
Support Services	
Local Time Zone Support	24-hour x 7-day support, 1-hour response time
24x7 Mission-Critical Support	Immediate and ongoing support for a critical issue with no available workaround, when the system or a module may be down, major system degradation or data corruption is experienced, or other related factors are present
Integration/API Support	Enhance and update existing integrations and API customizations
Success Services	
Kronos Community	Always-on access to rich content, how-to articles, discussion boards, and a direct connection to other Kronos customers in your industry
Kronos Onboarding Experience	Step-by-step guidance from the beginning of your Kronos journey to help you reach your business goals and know what to expect along the way
Kronos KnowledgeMap™	Industry-leading online education portal providing anytime, anywhere access to your learning resources
Success Management	
Customer Success Manager	A dedicated industry expert helps you realize business value from your software investments by aligning Kronos with your company's roadmaps, conducting executive business reviews, and acting as your trusted advocate
New Feature Review and Activation	Periodic product release review and new feature recommendations based on your business goals, and assistance activating them in your Kronos environment
Configuration Review	Optimize use of your Kronos solution based on your usage patterns
Industry Best-Practices Review	Review solution configuration and use of your Kronos solution against industry peers, and provide best-practice recommendations to drive additional value

The Enhanced Success Plan also offers the opportunity to purchase additional services to help you enhance your Kronos experience.

- **Technical Account Manager:** Named industry and/or product expert providing dedicated technical support for your Kronos solution
- **Kronos KnowledgeMap Live:** In-depth classroom training by certified Kronos instructors with deep industry expertise to ensure your functional and technical teams are fully prepared for deployment and future releases
- **Help Desk Services:** Frontline end-user support of your Kronos application, dedicated support lines, and proactive system monitoring 24 hours per day
- **Managed Services:** Receive ongoing configuration support, regular analysis, and creative solution suggestions from expert workforce management consultants



## 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 suspend use of the Service until the violation is corrected, or 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
- remove, disable access to, or modify any content or resource that violates this Policy.

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.

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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, non-transferable 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/workforce-dimensions/agreement/attachment-e1](http://www.kronos.com/workforce-dimensions/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.