

SOFTWARE as a SERVICE
(SaaS) AGREEMENT
BETWEEN SNOHOMISH
COUNTY AND
ULTIMATE KRONOS
GROUP, INC.

Contents

I. DEFINITIONS 2

II. SCOPE OF AGREEMENT. 3

III. SERVICES..... 4

IV. TERM OF AGREEMENT..... 4

V. ACCEPTANCE TESTING..... 5

VI. PRICE AND PAYMENT. 5

VII. CONFIDENTIALITY AND PUBLIC DISCLOSURE. 5

VIII. WARRANTY PROVISIONS..... 6

IX. CUSTOMER DATA. 7

X. INDEMNIFICATION. 8

XI. INSURANCE..... 11

XII. MISCELLANEOUS..... 12

A. OBLIGATIONS THAT SURVIVE TERMINATION. 12

B. AMENDMENTS..... 12

C. ASSIGNMENT AND TRANSFER. 13

D. INDEPENDENT CONTRACTOR. 13

E. ACCEPTANCE AND REMOVAL OF CONTRACTOR PERSONNEL AND SUBCONTRACTORS..... 13

F. COMPLIANCE WITH LAWS. 14

G. NON DISCRIMINATION. 14

H. SECURITY, ACCESS, AND SAFETY REQUIREMENTS..... 14

I. NO WAIVER..... 15

J. COVENANT OF GOOD FAITH. 15

K. NO CONSTRUCTION AGAINST DRAFTER..... 15

L. ACCESS TO BOOKS AND RECORDS. 15

M. INCORPORATION OF EXHIBITS..... 15

N. ENTIRE AGREEMENT..... 15

V. EXHIBIT A & ATTACHMENT A-1, A-2, AND A-3

W. EXHIBIT B

X. EXHIBIT C & ATTACHMENT C-1 AND C-2

Y. EXHIBIT D

Z. EXHIBIT E & ATTACHMENT E-1

AA. EXHIBIT F

BB. EXHIBIT G

CC: EXHIBIT H – STATEMENT OF WORK

DD: EXHIBIT I – ORDER FORM FOR INITIAL TERM

EE: EXHIBIT J – FUNCTIONAL REQUIREMENTS MATRIX

SOFTWARE as a SERVICE (SaaS) AGREEMENT BETWEEN SNOHOMISH COUNTY AND ULTIMATE KRONOS GROUP, INC.

THIS SaaS AGREEMENT is made by and between Snohomish County, a home rule charter county and a political subdivision of the State of Washington (the “County” or “Customer”) and Ultimate Kronos Group, Inc. incorporated under the laws of the State of Massachusetts, and duly licensed to conduct business in Washington State (the “Contractor” or “Kronos”).

WHEREAS, Snohomish County Public Works has a need to implement a hosted electronic timekeeping and attendance system; and

WHEREAS, the Contractor has developed an electronic timekeeping and attendance software as a service; and

WHEREAS, the Contractor was selected through established Federal, State and Local purchasing policies; and

WHEREAS, the County desires to obtain the right to access and use UKG Dimensions software as a service on a subscription basis and to have the Contractor provide and implement ongoing support and other services related to the Software as a Service; and

WHEREAS, the Contractor desires to provide the right to access and use the UKG Dimensions software as a service, as set forth in this Agreement, to the County and perform services based on the terms and conditions set forth herein;

Now therefore, in consideration for the mutual covenants and agreements herein, the parties agree as follows:

I. Definitions

- A. 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 provided by Contractor for County to access the Service.
- B. Agreement** means this agreement including any Schedules, Exhibits, Order Forms or Attachments incorporated by reference;
- C. Business Day** means any weekday other than a bank or federal holiday in the USA
- D. Defect** means (1) any failure of the Service to operate in accordance with the Documentation and/or the Functional Requirements Matrix attached hereto as Exhibit

- J; and/or (2) any failure of the Contractor to provide the Service in accordance with the Service Level Standards specified in Attachment A-3.
- E. Documentation** means collectively all of the written, printed, electronic, or other format specifications published by the Contractor that relate to the functional, operational, and/or performance capabilities of the Service.
 - F. Effective Date** means the date of mutual execution of this Agreement.
 - G. Functional Specifications** shall mean those specifications to which the Service shall conform as set forth in Exhibit J – Functional Specifications.
 - H. Intellectual Property Rights** means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these “intellectual property rights” include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights and patents);
 - I. Milestone** means a project milestone or service deliverable which requires County’s approval to proceed to the subsequent project milestone or service deliverable, as set forth in Exhibit H.
 - J. Technology** means the intellectual property of Kronos, and intellectual property licensed to Kronos by third-party suppliers, that is used to provide the Service;
 - K. Support Services** means support in relation to the use of the Service as described in Exhibit C (Success Plans);

II. Scope of Agreement.

The purpose of this Agreement is the implementation of a Timekeeping and Attendance System. The initial scope of services is as described in Exhibit H (Statement of Work) and Exhibit I (Order Form for the Initial Term), attached hereto and by reference made a part hereof, and any other Order Forms, or Amendments to same, that are executed by both parties and made subject to the terms of this Agreement. This Agreement is the product of County RFP No. 17-19SB Timekeeping and Attendance System.

- A. Scope.** This Agreement defines the terms and conditions, under which the Contractor will provide the Service, Professional Services, training, and Support Services.

III. Services.

A. Service Levels.

The Service Level Agreement is set forth in Attachment A-3.

B. Support Services.

1. Contractor shall provide Support Services to the County during the term of the Agreement as set forth in Exhibit C.
2. Contractor shall make available to the County a helpdesk to provide Technical Support as described in Exhibit C attached hereto and incorporated by this reference.
3. Contractor shall provide the Support Services in accordance with the standards of skill and care reasonable expected from a leading service provider in the Contractor's industry.
4. County may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the County must not use the helpdesk for any other purpose.

C. Training Services.

1. Contractor shall provide Training Services to the County as detailed in Exhibit A, Article 3.

IV. Term of Agreement.

Term of Agreement. The Initial Term of the Agreement shall commence upon mutual execution and continue for three (3) years from the billing start date set forth on the Order Form, and may be extended by the County for six (6) additional two (2) year Renewal Terms as set forth in Section 2.2. of Exhibit A, PROVIDED, HOWEVER, that (a) nothing prohibits Contractor from discontinuing any of the Applications as part of a normal end of life of a product, (b) the County may terminate the Agreement for convenience after the Initial Term of the Agreement with thirty (30) days' advance written notice to Contractor and (c) the County's obligations after December 31, 2021 are contingent upon local legislative appropriation of necessary funds for the specific purpose of this Agreement in accordance with the County Charter and applicable law. In the event of such termination (a) the County shall pay the Contractor for all services provided through the effective date of termination, and (b) the Contractor shall promptly submit an invoice for all work completed prior to the effective date of termination with detailed supporting documentation.

- A. After the Warranty Period, ongoing Support Services shall continue as specified in Exhibit C and as agreed on the Order Form.

B. The maximum term for this Agreement, consisting of the Initial Term and all additional term(s), is fifteen (15) years from the billing start date set forth on the Order Form.

V. Acceptance Testing.

For County's initial set-up of the Service, the process will be as set forth in Exhibit H.

VI. Price and Payment.

A. As specified in Exhibit H (Statement of Work) and Exhibit I (Order Form for Initial Term) the County shall pay the Contractor Three Hundred, Forty-nine Thousand, Nine Hundred and Fifty dollars (\$349,950.00) for the initial Implementation Services, which are described in Exhibit H. As specified in Exhibit I (Order Form for Initial Term) the fees for the Service for the Initial Term shall not exceed seventy eight thousand two hundred and four dollars (\$78,204.00) plus tax per year or a total of two hundred thirty four thousand six hundred and twelve dollars (\$234,612) plus tax. The description of services and fees for any Renewal Term will be set forth in additional Order Forms that are mutually executed pursuant and subject to this Agreement.

VII. Confidentiality and Public Disclosure.

A. **Confidential Data.** The parties' respective obligations of confidentiality and non-use are set forth in Section 5.2 of Exhibit A.

B. **Public Records Act.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. Contractor asserts that the Service, Technology, Applications, Controls, Documentation, and the information in Exhibit J (Functional Requirements Matrix) are proprietary information of Contractor.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the

BSR 7/26/2021

Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

VIII. Warranty Provisions.

Unless otherwise extended or limited, the warranties and commitments contained in this Section and Exhibit A shall remain in full force and effect throughout the term of this Agreement.

- A. Service.** The Contractor additionally represents and warrants to the County that the Service shall function in accordance with the Documentation and the Functional Requirements Matrix attached hereto as Exhibit J.
- B. Service Performance.** Additionally, Contractor shall provide the Service, in accordance with Attachment A-3 to Exhibit A. In the event that the Contractor is unable to maintain the Availability specified in Attachment A-3 to Exhibit A, the Contractor will provide the remedies set forth in Attachment A-3 to Exhibit A.
- C. Documentation.** The Contractor represents and warrants to the County that it has provided to the County the Documentation for the Service as defined in Exhibit F. The warranty and commitments contained in this Section shall remain in full force and effect for as long as County continues to receive the Service from the Contractor.
- D. Virus Warranty.** The Contractor warrants that (a) to the best of its knowledge the Service does not contain any malicious code, program or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), that could damage, destroy, or alter any computer program, firmware, or hardware or which could, in any manner, reveal damage, destroy, or alter any data or other information accessed through or processed by the Service in any manner and (b) throughout its performance of the Service it will use commercially reasonable efforts to detect and screen out any of the same through the use of one or more current virus detection programs. The Contractor shall immediately advise the County, in writing, upon reasonable suspicion or actual knowledge that the Service may result in the harm described above.
- E. Intellectual Property.** The Contractor represents and warrants to the County that the County's use of the Service does not and shall not infringe upon any United States or Canadian patent, trademark, copyright, trade secret or other intellectual property, or proprietary right of any third party, and there is currently no actual or threatened suit against the Contractor by any third party based on an alleged violation of such right, provided that the County's sole remedy in the event of Contractor's breach of this section will be Contractor's indemnification obligations set forth in Section XI, below. This warranty shall survive the expiration or termination of this Agreement.
- F. Authority.** Each Party represents and warrants to the other that it has the right to enter into this Agreement. Contractor further represents and warrants that there are no outstanding assignments, grants, licenses, encumbrances, obligations, or agreements

BSR 7/26/2021

(whether written, oral, or implied) that are inconsistent with this Agreement and the rights granted or transferred herein. This warranty shall survive the expiration or termination of this Agreement.

- G. Privacy.** Contractor acknowledges that the Customer Data may contain personal data, the use of which data is subject to various Data Protection Laws. Furthermore, Contractor shall in work in good faith to negotiate and execute any and all agreements that the County is required to have the Contractor execute in order that the County may comply with any Data Protection Laws. If the Contractor's use (whether directly or indirectly) of the County Data is contrary to any Data Protection Law, or contrary to any of the restrictions set forth in this Agreement, the County shall have the right to: (1) terminate this Agreement for cause pursuant to Section 10.1.2 of Exhibit A, and (2) pursue any other legal and equitable remedies. The provisions under Section 5.3 of Exhibit A will apply.
- H. Regulatory Requirements.** Contractor represents and warrants to the County that the provision of the Service complies with all Applicable Laws. Contractor further warrants that the Contractor, its employees, agents, and subcontractors shall comply with all Applicable Laws with regard to their performance under this Agreement.

IX. Customer Data.

- A. Ownership.** Customer Data is and shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County. This Section shall survive the termination of this Agreement.
- B. Contractor Use of Customer Data.** Contractor is provided a limited license to Customer Data for the sole and exclusive purpose of providing the Service and related services hereunder, including a license to collect, process, store, generate, and display Customer Data only to the extent necessary in providing the service provided hereunder. Contractor shall adhere to Exhibit A, Section 5.2 Confidentiality. This Section shall survive the termination of this Agreement.
- C. Extraction of Customer Data.** County may at any time during the Term, without additional charge and without any additional conditions or contingencies whatsoever extract the Customer Data using the tools included in the Service. County's access to Customer Data following termination of the Agreement is governed by Section 10.2(c) of Exhibit A.
- D. Backup and Recovery of Customer Data.** As a part of the Service, Contractor is responsible for maintaining a backup of Customer Data and for an orderly and timely recovery of such data in the event that the Service experiences a disaster. Unless otherwise described in an Exhibit, Contractor shall maintain a contemporaneous backup of Customer Data that can be recovered per the Recovery Point Objective of 4 hours as described in Exhibit B, in the event of a loss of the primary datacenter. Additionally, Contractor shall replicate daily the entire production ecosystem to a hardened DR Region

for safe storage. Any backups of Customer Data shall not be considered in calculating storage used by County.

E. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Customer Data (“Occurrence”) or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of Customer Data, Contractor shall as applicable: (a) notify County as soon as practicable but no later than forty-eight (48) hours of becoming aware of such Occurrence; (b) reasonably cooperate with County in investigating the Occurrence, including making available a root cause analysis, and other materials to the extent required to comply with applicable law. In the event that Contractor breaches its data protection obligations hereunder and such breach results in the unauthorized disclosure of PII (personally identifiable information), Contractor shall be liable for paying the following costs, to the extent reasonable and required by law, in order to remediate such breach:

- (1) the cost of providing notice of the breach to data subjects (or similar, as defined by applicable law) directly affected by the breach, provided that the cost of express courier service is excluded since the parties agree that such service is not reasonable in this context;
- (2) the cost of providing required notice of the breach to government agencies, credit bureaus, and/or other required entities;
- (3) the cost of providing data subjects (or similar, as defined by applicable law) directly affected by the breach with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed 12 months, to the extent that the disclosure of the data subject’s personal data, due to its nature, could lead to a compromise of the data subject’s credit or credit standing; and
- (4) the cost of any other services required by applicable law.

If Customer Data includes more PII than is required or requested by Contractor in connection with the Service (i.e., Customer Data discloses data that is unnecessary for the performance of the Service), the costs described above will be apportioned between Contractor and County on a comparative fault basis.

This section shall survive the termination of this Agreement.

X. Indemnification.

A. General Indemnification. The Contractor shall defend, hold harmless from and indemnify the County, its elected and appointed officials, employees, and agents, against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any tangible property of any person or party and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly by reason of the

BSR 7/26/2021

performance of this Agreement or any act, error or omission of the Contractor, Contractor's employees, agents, or subcontractors, whether by negligence or otherwise; provided, that if the claims for damages arise out of bodily injury to persons or damage to tangible property and caused by or result from the concurrent negligence: (1) of the County and its elected or appointed officials, employees, or agents, and (2) the Contractor and its agents, employees, or subcontractors, the hold harmless and indemnity provisions of this Agreement shall be valid and enforceable only to the extent of the negligence of the Contractor, its agents, employees, or subcontractors.

B. Patent and Other Proprietary Rights Indemnification.

- 1. Indemnification.** Contractor will indemnify and hold the County harmless from and against any and all third-party claims, losses, liability, damages, costs, and expenses (including attorney's fees, expert witness fees, and court costs) actually awarded to a third party by a court of applicable jurisdiction as a result of such claim, or as a result of Kronos' settlement of such a Claim directly arising from any actual or alleged infringement (including contributory infringement), misappropriation, or violation of any third party's patents, copyrights, trade secret rights, trademarks, or other intellectual property or proprietary rights of any nature in the United States, Canadian or Berne Convention signatory countries, resulting from the use of the Service by the County. If the County's continued use of the Service is restricted or prohibited as a result of any such infringement, misappropriation, or violation of third party rights, the Contractor shall, at no charge to the County, and in addition to the County's other rights and remedies, at Contractor's option and expense use commercially reasonable efforts to either (a) procure for County the right to continue using the Service as provided in the Agreement, or (b) replace or modify the Service so that the Service becomes non-infringing but remains substantively similar to the affected Service. Should neither (a) nor (b) be commercially reasonable, either Party may terminate the Agreement and the rights granted hereunder, at which time Contractor will provide a refund to County of the subscription fees for the Service paid by Customer for the infringing elements of the Service covering the period of their unavailability.
- 2. Exclusions.** Notwithstanding the foregoing, the Contractor will not be obligated to indemnify the County to the extent that an infringement or misappropriation claim is based upon (1) use of the Service by the County in breach of this Agreement, if such infringement or misappropriation would not have occurred but for such breach; (2) use of the Service in combination with other products not supplied or recommended in writing by the Contractor or specified by the Contractor in writing as being compatible with the Service, if such infringement or misappropriation would not have occurred but for such combined use; or (3) any modification of the Service made by the County (other than at the Contractor's direction), if such infringement or misappropriation would not have occurred but for such modification.

3. County will defend the Contractor and hold it harmless from and against any and all third-party claims alleging that: (a) the Configurations violate any law applicable to the rights of an Authorized User (b) County's modification or combination of the Service with other services, software or equipment not furnished by Contractor, infringes or misappropriates any copyright or patent, provided that such modification or combination is the cause of such infringement and was not authorized by Contractor in writing; or, (c) a claim that the Customer Data or its collection or use by County violates the AUP (as defined in Exhibit A) or Applicable Laws. County will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Contractor will cooperate fully (at County's expense) in the defense, settlement or compromise of any such action. County will indemnify and hold harmless the Contractor against any liabilities, obligations, costs or expenses (including, without limitation, reasonable attorneys' fees) actually awarded to a third party as a result of such Claims by a court of applicable jurisdiction or as a result of County settlement of such a Claim.
4. The Indemnified Party will provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party will be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party will have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party will not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other Party. The Indemnified Parties will cooperate fully (at the indemnifying party's request and expense) with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

D. Extent and Limitations of Liability

1. EXCEPT FOR CONTRACTOR' INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF CONTRACTOR TO COUNTY OR TO ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY COUNTY, SUCH DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO TWO TIMES THE TOTAL NET PAYMENTS RECEIVED BY CONTRACTOR FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES.

XI. Insurance.

A. No Limitation. Contractor’s maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by insurance or to limit the County’s recourse to any remedy indemnification and payment to the County under the terms of a required insurance policy.

B. Minimum Scope of Insurance and Limits. The Contractor shall obtain and maintain continuously and for the duration of the Agreement, and for three years following termination, the following insurance:

1. Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and Contractor shall name Snohomish County, its officers, elected officials, agents, and employees as an additional insured with respect to the work performed for the County for ongoing operations under commercial general liability insurance.

2. Worker’s Compensation Coverage with limits of the following:

Employers' Liability coverage is required with limits of the following:

Bodily Injury by Accident.....\$1,000,000 Each Accident

Bodily Injury by Disease.....\$1,000,000 Each Employee

3. Bodily Injury by Disease.....\$1,000,000 Policy Limit.

The Contractor’s obligation shall extend to itself and any subcontractors working on behalf of the Contractor and must be obtained before performing any work under the Agreement. The County will not be responsible for payment of workers’ compensation premiums or for any other claim or benefit for the Contractor, its employees, consultants, or subcontractor that might arise under the Washington State Industrial Insurance laws.

4. Professional Technical Liability insurance appropriate to the Contractor’s profession with limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall have a retroactive date prior to or coincident with the date of the Agreement, and the Contractor shall maintain coverage for the duration of the Agreement and for three years following termination of the Agreement.

C. Other Insurance Provisions. The required Commercial General Liability Insurance and Professional Technical Liability Policies shall meet the following requirements:

1. The Contractor's insurance coverage shall be placed with insurance carriers licensed to do business in the state of Washington with a current A.M. Best rating of not less than A-:VII.
2. The Contractor's Commercial General Liability insurance coverage shall be primary and non-contributing insurance with respect to the County, but only with respect to Contractor's sole negligence. Any insurance or self-insurance coverage maintained by the County shall be excess of the Contractor's insurance and shall not contribute with it.
3. Contractor shall furnish to County a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within thirty (30) days after complete execution of the Agreement, and, upon request each year under the Agreement, as applicable. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement. The Certificate of Insurance shall be provided to County. Contractor's failure to provide to County the Certificates of Insurance evidencing the insurance coverage within fifteen (15) calendar days of complete execution by the parties shall provide the basis for the termination of the Agreement. In addition, Contractor endeavors to provide County a notice in the event of a material change or non-renewal of the insurance coverage.
4. Contractor shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. The County reserves the right to receive a certified copy of required insurance policies.

XII. Miscellaneous.

A. Obligations that Survive Termination.

In addition to any other specific provisions that so state, the parties recognize and agree that their obligations under Article 10.2(C) of Exhibit A (Effect of Termination), VII (Price and Payment), VIII (Confidentiality and Public Disclosure), IX (Customer Data), X (Indemnification), XII-C (Assignment and Transfer), XII-D (Independent Contractor), Article 5.3 of Exhibit A (Security and Privacy), Article 15 (General XII-I (No Waiver), XII-J (Covenant of Good Faith), XII-K (No Construction Against Drafter), and XII-I (Access to Books and Records) of this Agreement survive the cancellation, early termination, or expiration of this Agreement.

B. Amendments.

No modification or amendment to this Agreement will be valid or binding unless reduced to writing and duly executed by authorized representatives of both parties.

C. Assignment and Transfer.

No party may assign, delegate, or otherwise transfer this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the preceding, however, upon written notice to the other party, either party may assign this Agreement in its entirety in connection with a merger, consolidation, sale of all or substantially all of such party's assets or equity interests or any similar business combination involving such party and another corporation or entity, or to an affiliate whether in connection with an internal corporate reorganization or otherwise. For the avoidance of doubt, all fees for the services during the transfer Period to Contractor's transferee shall be provided to County at no additional cost.

D. Independent Contractor.

All work performed by the Contractor in connection with the Software and/or Services described in this Agreement shall be performed by the Contractor as an independent contractor and not as the agent or employee of the County. All persons furnished by the Contractor shall be for all purposes solely Contractor's employees or agents and shall not be deemed to be employees of the County for any purpose whatsoever. The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing Services under this Agreement and shall prescribe and control the means and methods of performing such Services by providing adequate and proper supervision. The Contractor shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of Social Security, and other payroll taxes including applicable contributions from such persons when required by law.

E. Acceptance and Removal of Contractor Personnel and Subcontractors.

Professional Services will be performed at a location specified on the Order Form. In the event of any concern regarding Contractor personnel, the County will promptly notify Contractor of such concern in writing, and Contractor and County will work together in good faith to address such concern, up to removing Contractor personnel, representative, agent or subcontractor providing Professional Services hereunder from the performance of those services. Contractor will manage the transition of replacement personnel or subcontractor to minimize impact on any given project. Contractor may not subcontract the Professional Services or any portion thereof under this Agreement to any third party (including any independent contractor) without the prior written consent of the County, which consent will not be unreasonably withheld. If the County consents to the use of a subcontractor, then (1) Contractor guarantees the subcontractor's performance, (2) Contractor remains obligated under this Agreement for the performance of the subcontracted Professional Services, and (3) Contractor must enter into a written agreement with the subcontractor obligating the subcontractor to comply with Contractor's obligations under this Agreement, and (4) the County has no obligations under this Agreement to the subcontractor or sub processors other than those specified in Exhibit E-1 or as expressly agreed hereunder, and the subcontractor

has no rights or remedies against the County under this Agreement or otherwise. Contractor may not impose on the County a surcharge for any subcontractor fees.

F. Compliance with Laws.

INTENTIONALLY OMITTED

G. Non-Discrimination.

1. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law Against Discrimination, chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Contractor of the Contractor's compliance with the requirements of chapter 2.460 SCC. If the Contractor is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

2. **Federal Non-Discrimination.** The County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title BI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

H. Security, Access, and Safety Requirements.

The Contractor shall instruct its employees, agents, and subcontractors that they shall comply with the County's written, conspicuously posted on-site security, access, and safety requirements for the protection of the County's facilities and employees while on the County's premises.

I. No Waiver.

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Agreement, nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically provided in writing and signed by and authorized representative of the County.

J. Covenant of Good Faith.

Each party agrees that, in its respective dealings with the other party under or in connection with this Agreement, it shall act in good faith.

K. No Construction against Drafter.

The parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

L. Access to Books and Records.

The Contractor agrees that an authorized representative of the County shall, upon reasonable notice, have access to and the right to examine any financial records of the Contractor directly related to the performance of this Agreement. The Contractor shall maintain such books and records for this purpose for no less than six (6) years after the termination or expiration of this Agreement.

M. Incorporation of Exhibits.

Exhibits A, B, C, D, E, F, G, H I and J referred to in this Agreement and attached hereto are integral parts of this Agreement and are incorporated herein by this reference.

N. Entire Agreement

This written Agreement and all Exhibits incorporated by reference constitute the entire agreement between the parties with respect to the subject matter contained herein, superseding all previous agreements, statements or understandings pertaining to such subject matter. In the event of any conflict between this Agreement and any of the attached Exhibits, the precedence of Documents shall be as follows:

Agreement

Exhibit J

Exhibit A - G

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day of the year first written above.

Snohomish County:	Kronos, Incorporated:
By: Snohomish County Executive Date	By: Date
Approved as to Form: /s/ Rebecca Wendling 09/02/2021 Deputy Prosecuting Attorney Date	
Recommended for Approval: Director of Information Technology Date	
Approved as to Insurance and Indemnification provisions: Risk Management Date	

EXHIBIT A

General Terms and Conditions

Article 1. Order Forms

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

- a. The Application(s) included in the Service, and the other offerings being ordered by Customer
- b. Billing Start Date (i.e., the date the PEPM Fees begin to accrue)
- 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” (usually for Implementation Services) means payment is due on a monthly basis with the invoice being issued at the end of the month.
- f. Payment Terms (i.e., the amount of days in which Customer must pay a Kronos invoice)
- g. Shipping Terms (i.e., FOB – Shipping Point, Prepay and Add)

1.2 The following Fees may appear on an Order Form:

- a. PEPM Fees for use of the Service, including PEPM Fees for Seasonal Licenses
- b. Success Plan Fees for Guided and Signature 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 Kronos may also sell (or rent) Equipment to Customer, and provide related Equipment Support Services, if included on an Order Form. These offerings are subject to this Agreement and the terms and conditions set forth in Attachment A-1.

Article 2. Billing

2.1 Kronos will invoice the Fees on the Billing Frequency indicated on the Order Form attached as Exhibit I, and any subsequent Order Form subject to the terms of this Agreement which is executed by authorized signatories of both parties. For each Order Form the billing period of the PEPM Fees will start on the Billing Start Date and will continue for the time period indicated as the Initial Term. Customer will pay all Fees within 30 days of a contractually compliant invoice. Customer shall notify Kronos in writing of any disputed fees within 10 days of receipt of the applicable invoice. Customer will send payment to the attention of Kronos at the address indicated on the applicable invoice unless the Parties have made an alternative payment arrangement (such as credit card, wire transfer, ACH payment or otherwise). Unless expressly provided in this Agreement, Customer payments are non-refundable. Unless Customer has provided Kronos with valid evidence of tax-exemption, Customer is responsible for all applicable Taxes related to the Service and other items set forth on the Order Form. Each Party is responsible to pay all costs and fees attributable to such Party pursuant to the Shipping Terms indicated on the Order Form.

BSR 7/26/2021

2.2 Ninety (90) days prior to the expiration of the Initial Term, Kronos will notify Customer in writing of such expiration. The Agreement may be renewed for up to six (6) additional two (2) year Renewal Terms, provided that nothing prohibits Kronos from discontinuing any of the Applications as part of a normal end of life of a product. The process for agreeing to each Renewal Term will be as follows: (a) Kronos shall provide Customer a renewal quote, the details of which Customer will confirm to Kronos, (b) the parties shall execute a written amendment to this Agreement indicating each Renewal Term and modifying the amounts in Section VII(A) of the Agreement, in accordance with the agreed renewal quote, (c) upon mutual execution of the amendment, Kronos shall provide an invoice to Customer for the amounts in the quote, and Customer shall issue Kronos a purchase order pursuant to the invoice for Kronos' approval, and (d) upon Kronos' approval of the purchase order, Customer shall pay Kronos the fees set forth in the invoice. For each Renewal Term, Kronos may increase the PEPM Fees and the KnowledgeMap Live Fees by no more than five percent (5%) over the previous year's PEPM Fees and KnowledgeMap Live Fees, for the same Applications and the same licensed quantity. Kronos will reflect these increased PEPM Fees and KnowledgeMap Live Fees in the invoice for the Renewal Term.

2.3 Kronos will provide the Service to Customer during the entire Initial Term and each Renewal Term. Customer will pay for the Service for the entire Initial Term and each Renewal Term.

2.4 Should the Customer dispute any of the charges on its monthly invoice, it shall notify Kronos of such disputed charges in writing. The notice shall set forth all details concerning the disputed charges and reasons for the dispute. Kronos and the Customer shall attempt in good faith to resolve any objection to the invoiced amount prior to the payment due date, the Customer shall pay the invoiced amount minus the disputed amount on the due date of original invoice. If the dispute is subsequently resolved in favor of Kronos, then Kronos shall re-invoice the disputed amount owed then, including interest at the annual rate of one percent (1%) from the original due date, and the Customer shall pay all amounts agreed or found to be owing to the Contractor within (30) days of the date of the reissued invoice.

Article 3. Implementation Services, Professional Services and Educational Services

3.1 Implementation Services are described in the Statement of Work attached as Exhibit H or a subsequent Statement of Work signed by the parties that is referenced on the applicable Order Form or Amendment. Implementation Services are invoiced monthly as delivered, except as specified in the applicable Order Form or Amendment. Each Party will perform their respective obligations as outlined in the applicable SOW.

3.2 While Customer may configure the Applications itself, as part of the Implementation Services as described in Exhibit H, Statement of Work or a subsequent SOW, Kronos may also configure the Applications. Kronos will configure the Applications based on Customer's instructions and direction. Customer is solely responsible for ensuring that the Configurations comply with Applicable Law.

3.3 Kronos may also provide additional Professional Services to Customer provided that a subsequent Statement of Work and Order Form or Amendment are provided and approved by both parties.

3.4 KnowledgeMap™ is included in the PEPM Fees. If included on an Order Form or Amendment, Kronos will also provide a subscription to KnowledgeMap™ Live. The KnowledgeMap Live 1st Year Training will expire one (1) year from purchase. KnowledgeMap Live 5 Pack entitles Customer to add up to five (5) additional named users in a KnowledgeMap Live Subscription. KnowledgeMap Live Subscription and KnowledgeMap Live 5 Pack are coterminous with the Service and will renew with the

BSR 7/26/2021

Service in accordance with Section 2.2 of this Exhibit A, above. The KnowledgeMap Live Subscription Fees will be invoiced at the commencement of each year during the Term. Customer is permitted to assign one (1) employee to each user account (or seat) included in Customer's KnowledgeMap Live subscription. The number of permitted seats will appear on the applicable Order Form. Passwords and accounts cannot be shared by multiple users. Customer will designate one (1) named user account to act as a training administrator.

3.5 Kronos may also provide ala carte educational consulting services as Implementation Services or Professional Services as described in a SOW or Order Form or Amendment.

3.6 The Kronos policies set forth in Attachment A-2 shall apply to all Implementation Services and Professional Services provided by Kronos. In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

Article 4. Service Level Agreement

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

Article 5. Data, Confidentiality, Security and Privacy

Section 5.1 Data

5.1.1 Customer owns Customer Data. Customer is solely responsible for Customer Data, including ensuring that Customer Data complies with the Acceptable Use Policy and Applicable Law. Customer is solely responsible for any Claims that may arise out of or relating to Customer Data.

5.1.2 "**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. Kronos owns the Aggregated Data. Nothing in this Agreement will prohibit Kronos from utilizing the Aggregated Data for any purposes, provided that Kronos' use of Aggregated Data will anonymize Customer Data, will not reveal any Customer Confidential Information, and will not reveal any Personally Identifiable Information.

Section 5.2 Confidentiality

Each Party will treat the Confidential Information of the other Party with a reasonable standard of care commensurate with the sensitivity of such Confidential Information and as further described in this Agreement. Each Party will only use the Confidential Information of the other Party for the purposes of fulfilling its obligations under this Agreement and as reasonably necessary to provide the Service. Kronos agrees that it will not use any such Confidential Information for marketing or other commercial purposes. Confidential Information may be shared with and disclosed to (i) any subsidiary or affiliate of each of the Parties as necessary to provide the Service and Professional Services, or (ii) any court or governmental agency of competent jurisdiction, as required by a legal process, including in connection with any proceeding to establish a Party's rights or obligations under this Agreement (provided however

BSR 7/26/2021

that, when permitted by Applicable Law, a Party will give the other reasonable prior written notice so that the discloser has an opportunity to contest any disclosure required by a legal process). Either Party may seek injunctive relief to preserve its rights under this section without the requirement to post a bond.

Section 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. Customer consents to Kronos' handling, collection, use, transfer, and processing of Customer Data to provide the Service. As may be required by Applicable Law, Customer will ensure that Customer Data may be provided to Kronos for the purposes of providing the Service. Customer has obtained all necessary consents from individuals to enable Kronos to use the Customer Data to provide the Service. As may be contemplated by the applicable Data Protection Laws, Customer will remain the "controller" of Customer Data and Kronos will be considered a "processor" of Customer Data.

5.3.4 Kronos will notify Customer no later than forty-eight (48) hours 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.

5.3.5 Consent to Use Sub-processors. Customer agrees that Kronos may use sub-processors to fulfill its contractual obligations under the Agreement. The list of sub-processors that are currently engaged by Kronos to carry out processing activities on Customer Data on behalf of Customer can be found at: www.kronos.com/workforce-dimensions/agreement/subprocessors

Customer hereby authorizes the engagement as sub-processors of all entities set forth in such list. Customer further generally authorizes the engagement as sub-processors of any other third parties engaged by Kronos for such purposes. The foregoing authorizations will constitute Customer's prior written consent to the subcontracting by Kronos of the processing of Customer Data if such consent is required under Applicable Laws.

At least 30 days before any new sub-processor will carry out processing activities on Customer Data on behalf of Customer, Kronos will update the applicable website and provide Customer with a mechanism to obtain notice of that update. Customer may object to any such new sub-processor by terminating the Agreement upon written notice to Kronos, such written notice to be provided within 60 days of being informed of the engagement of the sub-processor. This termination right is Customer's sole and exclusive remedy if Customer objects to any new sub-processor.

5.3.6 Sub-processor Obligations. When engaging any sub-processor:

- a. Kronos will enter into a written agreement with the sub-processor;

- b. Kronos will endeavor to ensure that the subprocessor provides sufficient guarantees to implement appropriate technical and organizational measures to meet the requirements of applicable Data Protection Laws; and,
- c. Kronos will remain responsible for the performance of the sub-processor's data protection obligations pursuant to such written agreement and the requirements of applicable Data Protection Laws.

Article 6. Warranty

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

Article 7. License

Section 7.1 Technology License

7.1.1 As part of the Service, Kronos will provide Customer access to and use of the Technology, including the Applications. Technology will include an Add-In if licensed by Customer pursuant to an Order Form. Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use the Service, including the Technology, during the Term and for internal business purposes only. Customer acknowledges and agrees that the right to use the Service, including Seasonal Licenses when included in the Order Form, is limited based upon the number of Authorized Users, and Customer's payment of the corresponding PEPM Fees. Customer agrees to use the Applications only for the number of employees stated in the applicable Order Form for the applicable Applications. Customer agrees not to use any other Application nor increase the number of employees using an Application unless Customer enters into an additional Order Form that will permit the Customer to have additional Authorized Users. The license for any Add-In may be terminated by Customer at any time upon written notice to Kronos.

7.1.2 Kronos owns all title or possesses all intellectual property rights in and to the Technology used in delivering the Service. For the avoidance of doubt, Kronos remains responsible for the acts and omissions of subprocessors pursuant to Section 5.3(a), above. Customer has a right to use this Technology and to receive the Service subject to this Agreement. No other use of the Technology is permitted. Customer is specifically prohibited from reverse engineering, disassembling or decompiling the Technology, or otherwise attempting to derive the source code of the Technology. Customer cannot contact third party licensors or suppliers for direct support of the Technology. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of any third-party supplying Technology as part of the Service, is granted hereunder.

Article 8. Scope and Authority

8.1 This Agreement, which includes all Exhibits incorporated by reference, will serve as a master agreement for the Service and its related offerings. This Agreement contemplates that the Parties may execute multiple Order Forms or Amendments for additional but related services. This approach will allow the Parties to contract for additional but related services by signing a mutually agreeable Order Form and SOW, if applicable, without having to renegotiate or re-execute this Agreement. When the Parties execute an Order Form, they are deemed to be “Customer” for purposes of this Agreement for that Order Form. Similarly, the Kronos entity that enters into an Order Form is deemed to be “Kronos” for purposes of this Agreement for that Order Form. The Customer may order the Service and other related offerings from Kronos by signing an Order Form subject to the terms of this Agreement. Only the Parties entering into this Agreement or the applicable Order Form/SOW will be responsible under this Agreement for the items included in that Order Form or SOW.

8.2 The person signing this Agreement on behalf of Kronos and on behalf of Customer represent that they are lawfully able to enter into contracts and are authorized to sign this Agreement and bind the entity on whose behalf they are entering into this Agreement. By signing an Order Form, SOW, or Amendment, each person signing such Amendment, Order Form, or SOW represents that they are lawfully able to enter into contracts and are authorized to sign the applicable Amendment, Order Form, or SOW and bind the Participating Entity on whose behalf they are signing the Amendment, Order Form, or SOW.

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

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

Article 9. Suspension

9.1 Kronos may suspend the Service if any amount that Customer owes Kronos is more than Thirty (30) days overdue. Kronos will provide Customer with at least seven (7) days prior written notice that the Customer’s account is overdue before Kronos suspends the Service. Upon payment in full of all overdue amounts, Kronos will immediately restore the Service.

BSR 7/26/2021

9.2 Customer is responsible for complying with the AUP (as defined in Exhibit F), which is attached as Exhibit D. Kronos and its third-party cloud service provider reserve the right to review Customer's use of the Service and Customer Data for AUP compliance and enforcement. If Kronos discovers an AUP violation, and Kronos reasonably determines that Kronos must take immediate action to prevent further harm, Kronos may suspend Customer's use of the Service immediately without notice. Kronos will contact Customer when Kronos suspends the Service to discuss how the violation may be remedied, so that the Service may be restored as soon as possible. If Kronos does not reasonably believe it needs to take immediate action, Kronos will notify Customer of the AUP violation. Even if Kronos doesn't notify Customer or suspend the Service, Customer remains responsible for any such AUP violation. Kronos will restore the Service once the AUP violation is cured or as both Parties may agree.

Article 10. Termination

Section 10.1. Types of Termination

10.1.1 Non-renewal. Either Party may terminate the Service upon at least sixty (60) days prior written notice to be effective at the expiration of the then current Term. Customer may terminate Seasonal Licenses upon at least sixty (60) days prior written notice to be effective at the expiration of the then current Term.

10.1.2 For Cause. Either Party may terminate the Service and this Agreement if the other Party fails to perform any material obligation under this Agreement, and such Party is not able to cure the non-performance within thirty (30) days of the date such Party is notified by the other Party of such default.

10.1.3 For Bankruptcy. If either Party: (i) becomes insolvent, (ii) makes a general assignment for the benefit of our creditors, (iii) is adjudicated as bankrupt or insolvent, or (iv) has a proceeding commenced against it under applicable bankruptcy laws, the other Party may ask for a written assurance of future performance of a Party's obligations under this Agreement. If an assurance that provides reasonable evidence of future performance is not provided within ten (10) business days of a written request, the requesting Party may immediately terminate this Agreement upon written notice.

Section 10.2 Effects of Termination

If the Agreement is terminated for any reason:

- a. All Fees will be paid by Customer for amounts owed through the effective date of termination.
- b. Any Fees paid by Customer for the Service not rendered prior to the effective date of termination will be credited against Customer's account, with any remaining amounts refunded to Customer within thirty (30) days of the effective date of termination.
- c. Customer's right to use the Service will end as of the effective date of termination. Notwithstanding such termination, Customer will have thirty (30) days after the effective date of termination to access the Service for purposes of retrieving Customer Data through tools provided by Kronos that will enable Customer to so extract Customer Data. If Customer requires a longer period of access to the Service after termination to retrieve Customer Data, such access will be subject to additional Fees. Extended access and use of the Services will be subject to the terms of this Agreement.
- d. Kronos will delete Customer Data after Customer's rights to access the Service and retrieve Customer Data have ended. Kronos will delete Customer Data in a series of steps and in accordance with Kronos' standard business practices for destruction of Customer Data and system backups. Final deletion of Customer Data will be completed when the last backup that contained

BSR 7/26/2021

Customer Data is overwritten.

- e. Kronos and Customer will each return any Confidential Information of the other Party, with any retained Confidential Information remaining subject to this Agreement.
- f. Provisions in this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement will so survive.

Article 11. Indemnification

INTENTIONALLY OMITTED

Article 12. Extent and Limitations of Liability

INTENTIONALLY OMITTED

Article 13. Changes

For each URL referenced in this Agreement, the corresponding Exhibit that is appended to this Agreement will apply for the Initial Term only. The information provided at the referenced URL upon the commencement of each Renewal Term will be documented by the Customer at the time of Renewal and will only apply for the duration of that Renewal Term. The information found at such URL may change during the Term, provided that any such change will only become effective as of the start of the Renewal Term following the announcement or publication of such change by Kronos. Such change will not substantively diminish any of the services provided by Kronos hereunder.

Article 14. Feedback

From time to time, Customer may provide Feedback. Kronos has sole discretion to determine whether or not to undertake the development of any enhancements, new features or functionality contained in or with Feedback. Customer hereby grants Kronos a royalty-free, fully paid up, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, distribute, transmit, display, perform, create derivative works of and otherwise fully exercise and commercially exploit the Feedback for any purpose in connection with Kronos' business without any compensation to Customer or any other restriction or obligation, whether based on intellectual property right claim or otherwise. For the avoidance of doubt, no Feedback will be deemed to be Customer Confidential Information, and nothing in this Agreement limits Kronos' right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

Article 15. General

15.1 This Agreement is governed by and is to be interpreted in accordance with the Commonwealth of Massachusetts, without regard to any conflict of law provision if and as applicable. Each Party waives the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement and waives and "opts out" of the Uniform Computer Information Transactions Act (UCITA), or such other similar laws as may have been adopted.

15.2 The invalidity or illegality of any provision in this Agreement will not affect the validity of any other provision. All unaffected provisions remain in full force and effect.

15.3 Customer may not assign this Agreement without Kronos' prior written consent.

BSR 7/26/2021

15.4 If there is some unforeseen event reasonably beyond the control of each of the Parties, such as acts of war, terrorism, or uprising, or acts of nature like earthquakes or floods, or civil unrest like embargoes, riots, sabotage or labor shortages, or changes in laws or regulations, or the failure of the internet or communications via common networks, or a power failure, or a delay in transportation, (collectively “Force Majeure”), each Party will be excused from performance of its obligations under this Agreement for the duration of the Force Majeure affecting such Party. The affected Party will use reasonable efforts to mitigate the impact of the Force Majeure on the other Party. Kronos is still obligated to provide the disaster recovery portion of the Service if Kronos’ performance of those disaster recovery services is not also prevented by the Force Majeure.

15.5 When either Party needs to provide official notification under this Agreement, those notices will be in writing and considered delivered upon actual receipt to the addresses stated on the relevant Order Form or as otherwise communicated in writing to each other. Each Party agrees that an Adobe e-signature is evidence of acceptance of a valid and enforceable agreement.

15.6 No third-party beneficiaries exist under this Agreement.

15.7 This Agreement (and any information in any referenced Exhibit) along with future SOWs or Order Forms constitutes the entire agreement between the Parties. This Agreement supersedes all prior and contemporaneous representations, negotiations or communications between the Parties relating to its subject matter. Except as otherwise provided in this Agreement, this Agreement may only be amended in writing signed by each of the Parties. If Customer uses its own purchase order as an Order Form, no pre-printed terms of that purchase order shall apply to the items ordered, and any reference to a Kronos quote number or order number shall be deemed to incorporate that Kronos quote or order form into Customer’s purchase order.

Equipment Purchase, Rental and Support

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

Section 1. Purchase and Sale of Equipment

When indicated on the applicable Order Form as Purchased Equipment, Kronos sells to Customer, and Customer purchases from Kronos, 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. Kronos will invoice Customer for purchased Equipment upon shipment of the Equipment.

Section 2. Equipment Rentals

The following terms apply only to Equipment Customer rents from Kronos 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. Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times during the Term. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer's obligations hereunder.

2.3 Location/Replacement. Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology 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 Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Customer shall not sell or otherwise

encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).

2.5 Equipment Support. Kronos shall provide to Customer 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 Agreement, for any reason, Customer shall return, within thirty (30) days of the effective date of termination and at Customer's expense, the Equipment. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from Kronos, Customer shall pay Kronos the then list price of the unreturned Equipment.

Section 3. Warranty

Kronos 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, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:

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

Section 4. Firmware

Customer may not download firmware updates for the Kronos Equipment unless Customer is maintaining such Equipment under a support plan with Kronos. If Customer is not maintaining the Equipment under a support plan with Kronos, Kronos shall have the right to verify Customer's Kronos Equipment to determine if Customer has downloaded any firmware to which Customer is not entitled. If Customer has downloaded firmware for the Kronos Equipment to which Customer is not entitled, Customer shall be responsible to pay Kronos for such updated firmware in accordance with Kronos' then-current support policies.

Section 5. Export

Customer 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. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment may be used by Customer and shall indemnify Kronos for any noncompliance which results in damages or liability to Kronos. Customer's obligations hereunder shall survive the termination or expiration of this Agreement.

Section 6. Equipment Support

Kronos shall provide Equipment Support Services for Customer's Kronos Equipment (referred to below as "Product(s)") if such Equipment Support Services are specified on an Order Form.

6.1 Term

Equipment Support Services have a term of one (1) year commencing upon the expiration of the applicable warranty set forth above. Equipment Support Services will be automatically extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), unless either party has given the other thirty (30) days written notification of its intent not to renew. Kronos may change the annual Equipment Support Services Fees effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification, provided that Kronos may increase such Fees by no more than four percent (4%) over the previous year's Fees for the same quantity of covered Equipment.

6.2 Payment

Customer agrees to pay the Equipment Support Services Fees for the initial term as set forth on the Order Form for each Product listed. Customer agrees that all Products of the same type that are owned by the Customer, including without limitation Customer's "Spare Products" (as defined below), must be covered by the Equipment Support Services. Customer agrees that if Customer purchases, during the term of the Equipment Support Services, any Products of the same type as those covered by Customer under Equipment Support Services, such additional Products must be covered by the Equipment Support Services.

6.3 Kronos will invoice Customer for the annual Equipment Support Charges each year in advance of the Renewal Date. Customer will pay Kronos within thirty (30) days of receipt of invoice. In addition to the annual Equipment Support Charges, Customer agrees to pay all applicable taxes, however designated, on the Agreement, and on services rendered, including state and local taxes or excise taxes based on gross revenue, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based upon net income. In addition, each Party shall be responsible for their respective freight charges as provided in Section 6 below. Customer will pay a late charge of one percent (1%) per month of any overdue amounts, but not in excess of the rate allowed by law.

6.4. Depot Support Service

6.4.1 Upon the failure of an installed Product, Customer shall notify 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 Customer will be provided with a Return Material Authorization Number (RMA) for the failed Product if Customer is to return the failed Product to Kronos, as reasonably determined by Kronos. Customer 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 Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies which may be accessed at: <http://www.kronos.com/Support/SupportServicesPolicies.htm> ("Support Policies").

6.4.2 Depot Exchange: 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 Customer's location as further described in the Support Policies. REPLACEMENT PRODUCT (S) MAY BE NEW OR RECONDITIONED. Customer 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. Customer, 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.

6.4.3 Depot Repair: It is Customer's obligation to purchase and retain, at Customer's location and at Customer's sole risk and expense, a sufficient number of spare products ("Spare Products") to allow Customer to replace failed Products at all Customer locations. Upon failure of an installed Product, Customer shall install a Spare Product to replace the failed Product. Customer shall also specify the address to which the repaired Product should be return shipped. Customer 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 Customer. Kronos shall ship the repaired Product by regular surface transportation to Customer.

6.4.4 Device Software Updates Only: Customer 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.

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

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

6.7 Responsibilities of Customer

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

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

6.8 Support Exclusions

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

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

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

6.9 Delivery

All domestic shipments are FOB Destination to/from Customer and Kronos with the shipping party bearing all costs and risks of loss, and with title passing upon delivery to the identified destination. All international shipments are DDU (Deliver Duties Unpaid) to the Customer, with Customer responsible for all duties and V.A.T. when sending Product to Kronos (DDP). Customer agrees to pay or reimburse Kronos for any substantial increase in fuel surcharges which may occur.

6.10 Warranty

Kronos warrants that all repairs performed under the Agreement 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.

6.11 Default, Suspension, and Termination

6.11.1 Under the Depot Exchange Support option, Kronos may suspend Equipment Support Services if Customer does not ship failed Product to Kronos within ten (10) business days of receipt of the Replacement Product. Kronos will restore Equipment Support Services upon return of such failed Product or upon payment at the then-prevailing Kronos list price for such unreturned failed Product. Equipment Support Services shall not be extended or affected by any such suspension.

6.11.2 Customer may terminate Equipment Support Services if Kronos is in default under the Agreement, and such default is not corrected within thirty (30) days after written notice. Kronos may terminate Equipment Support Services if Customer defaults under this or any other agreement with Kronos, and such default is not corrected within thirty (30) days after written notice. In addition, this Agreement will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

6.12 Limitation of Remedies

The exclusive remedy of Customer and sole liability of Kronos shall be replacement of the repaired Product.

Section 7. Equipment with finger scan sensor technology

The following terms apply only to any Equipment with finger scan sensor technology purchased or rented by Customer from Kronos or a Kronos reseller (“Finger Scan Equipment”):

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

b. Customer agrees to defend, hold harmless and indemnify Kronos, its employees, directors, parent, subsidiaries and authorized partners and subcontractors (collectively, “Kronos Indemnitees”) for any claims, damages, penalties or fines asserted or awarded against a Kronos Indemnitee arising out of or relating to Customer’s breach of any of the foregoing warranties in subsection (a) above. Upon receipt of notice of such a claim, Customer shall assume sole control of the defense and settlement of such claim; provided that (i) Kronos will be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim, on a monitoring and a non-controlling basis; (ii) Customer shall not settle any claim on any terms or in any manner that adversely affects the rights of Kronos without its prior written consent; and (iii) Kronos will provide reasonable cooperation and assistance at Customer’s sole cost and expense.

Implementation, Professional and Educational Services Engagement Policies

The following are the policies under which Kronos will operate during the course of a customer engagement:

- 1 Kronos will provide the Customer with a Statement of Work (also known as the SOW) 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 the Customer. This Statement of Work is an estimate; the Collaborate Phase of the engagement will be used to determine whether modifications to the project scope or project budget are required.
- 2 The Statement of Work is valid for one year from the date of signature.
- 3 Any changes to the project scope and/or project duration will be reflected through the generation of a Kronos Change Order, which is initiated by the Kronos Project Manager and approved and signed by the Customer.
 - a These changes could be due to an increase or change in project scope or deliverables, insufficient customer resources or time commitment, changes to customer project schedule, or technical limitations.
- 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 Statement of Work. In instances where specialized resources are requested, but not contained within the original Statement of Work, the quoted rate will be established as Kronos' current rate for such requested services.
- 5 Kronos personnel working at the Customer site shall have access to necessary infrastructure (servers, network, etc.).
- 6 In instances where Kronos personnel are working remotely access will be granted through the use of industry standard tools (VPN, DTS, GoToMyPC, PCAnywhere, etc.).
- 7

Customer 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

8 If not hosted by Kronos Cloud Services, all required system administration, maintenance, backups, tuning, etc., is the responsibility of the Customer

9 Customer 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.

10 Scheduled Work Policies:

a Professional Services

i Professional Services work will be conducted during normal business hours, 8:00AM – 5:00PM, Monday through Friday.

ii 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). Customers will be charged as follows:

i All Professional Services will be scheduled and billed in 4 hour increments with a minimum charge of 4 hours.

i After Hours

i All scheduled work will be billed at 1.5 times the contract rate by role

ii After Hours is considered 5:00PM-8:00AM, Monday through Friday

ii Weekends

i All scheduled work will be billed at 2.0 times the contract rate by role

ii Weekends are considered 5:00PM Friday through 8:00AM Monday

iii Holiday

i All scheduled work will be billed at 2.0 times the contract rate by role

ii Holidays are any Kronos recognized Holidays, which include: New Year's Day, President's Day, Memorial Day, Independence Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day.

b Education Services

i All Education services (Training delivery and User Adoption Consulting) scheduled to start outside of normal business hours will be billed in full at a premium rate described below. Customers will be charged as follows:

i After Hours

i There will be a 1.5 times premium per student for public courses or per class for private day rates

ii After Hours is considered 5:00PM-8:00AM, Monday through Friday

ii Weekends

i There will be a 2.0 times premium per student for public courses or per class for private day rates

ii Weekends are considered 5:00PM Friday through 8:00AM Monday

iii Holidays

i There will be a 2.0 times premium per student for public courses or per class for private day rates

ii Holidays are any Kronos recognized Holidays, which include but not limited to: New Year's Day, President's Day, Memorial Day, Independence Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day.

11 Travel Policies

a Customer is responsible for airfare, lodging and related travel expenses for onsite consultants.

b Customer is responsible for travel costs for employees attending training at a Kronos location.

c Customer is responsible for travel and related costs for a Kronos trainer/User Adoption consultant providing instruction at the Customer location.

d If a Kronos employee is required on-site per the customer request, a minimum of 8 hours will be billed per day.

e All travel time (portal to portal) will be billed at the current contract rate by role. Travel time above two hours in any one direction will be billed at the current contract rate by role.

12 Cancellation Policies: Kronos requires notification for the cancellation or rescheduling of Kronos personnel as well as the cancellation of Instructor led classes. Customer will be charged for failure to meet the following notification requirements:

a Professional Services:

- i 2 business days prior to scheduled work – 50% of planned charges are invoiced for schedule work
- ii 1 business day prior to scheduled work – 100% of planned charges are invoiced for scheduled work
- iii Business days are: Monday, Tuesday, Wednesday, Thursday, and Friday, excluding Holidays

b User Adoption Services Cancellation Policy

- i 2 business days prior to scheduled work – 50% of planned charges are invoiced for schedule work
- ii 1 business day prior to scheduled work – 100% of planned charges are invoiced for scheduled work
- iii Business days are: Monday, Tuesday, Wednesday, Thursday, and Friday, excluding Holidays

c Cancellation Policy Example:

- i Work is schedule for Wednesday, 1p-5p (4 hours)
- ii If customer cancels on:
 - i Friday – no penalty
 - ii Monday – 50% of planned charges are invoiced (2 hours)
 - iii Tuesday – 100% of planned charged are invoiced (4 hours)

iii Cancellation Policy Example with a Holiday:

- i Work is schedule for Wednesday, 1p-5p (4 hours)
- ii If customer cancels on:
 - i Thursday – no penalty
 - ii Friday – 50% of planned charges are invoiced (2 hours)

- iii Monday – holiday, doesn't count as "business day"
- iv Tuesday – 100% of planned charges are invoiced (4 hours)

d Education Services:

- i For any PUBLIC course held in KnowledgeMap Live, attendees must cancel at least five business days before the class start date to avoid future registration restrictions.
- ii Kronos reserves the right to cancel classes up to two business days before the scheduled start date for public courses held in KnowledgeMap Live due to lack of enrollment or any other unforeseen circumstances.
- iii For any PRIVATE course held at a customer site or in KnowledgeMap Live; the private class must be cancelled at least ten business days before the private 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.

13 Additional Education Services Policies

a KnowledgeMap Live Course Updates Policy

Courses are updated on a regular basis; the schedule for course updates is dependent on the nature of the update. Content errors or technical issues are resolved as soon as possible after they are reported. Other changes to course content and flow typically align with the software product release cycle or updates to Kronos' software implementation methodology. These timelines vary, but for Workforce Dimensions this is approximately every three months. Content is reviewed by subject matter experts during these update cycles to verify continued currency and accuracy of content.

Workforce Dimensions Service Level Agreement (WFD SLA)

Service Level Agreement: Kronos offers the Service Level Agreement and associated SLA Credits as described in this WFD SLA. This WFD SLA does not apply to the Boomi development environment described in the Exhibit - AtomSphere Service and Boomi Software.

Availability: The production environment of the Service will maintain **99.75% Availability**. SLA Credits become available starting the month after Customer's written "go live" confirmation is provided to Kronos.

SLA Credits: If, due to an Outage, the Service does not maintain 99.75% Availability, Customer is entitled to a credit to Customer's monthly invoice for the affected month, such credit to be equivalent to 3% of Customer's monthly PEPM Fees for every 1% of Availability below 99.75%, but in no event to exceed 100% of Customer's monthly PEPM Fees.

"Outage" means the accumulated time, measured in minutes, during which Customer 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 Customer, 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 Customer; (d) any inconsistencies or changes in Customer'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 the Agreement; (i) the unavailability of required Customer 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. Customer chooses maintenance window based on location of data center selected on Order Form.

The Maintenance Period is used for purposes of the Service Credit Calculation; Kronos continuously supports the production environment on a 24x7 basis to reduce disruptions.

The current weekly Maintenance Period for each of the data center locations are:

- US/Canada Eastern Time from Saturday, 12:00 AM - 4:00 AM
- Australian Eastern Time from Saturday, 12:00 AM - 4:00 AM or
- Central European Time Saturday, 2:00 AM - 6:00 AM.

Effective 11 July 2019, the weekly Maintenance Period will change to:

- US/Canada Eastern Time from Thursday, 12:00 AM - 4:00 AM
- Australian Eastern Time from Thursday, 12:00 AM - 4:00 AM or
- Central European Time Thursday, 2:00 AM - 6:00 AM.

Service Credit Calculation: An Outage will be deemed to commence when the Service is unavailable to Customer and ends when Kronos has restored availability to the Service.

Availability Percentage: (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100 and then divided by Monthly Minutes (MM), but not including Excluded Events.

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

“Total Minutes Not Available (TM)” means the total number of minutes during the calendar month that the Service is unavailable as the result of an Outage.

Reporting and Claims Process

Kronos will provide Customer with Availability metrics on a monthly basis for each prior calendar month. Customer must request the applicable SLA Credits by written notice to Kronos within sixty (60) days of receipt of the metrics. Customer 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 Customer 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.

Customer acknowledges that Kronos manages its network traffic in part on the basis of Customer’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 Customer 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
UKG Dimensions Cloud Guidelines

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 The customer’s end users connect to Workforce Dimensions applications via a secure SSL/TLS connection over **service** 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

Solution Definition

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

Secure file transfer

Integration with Kronos Workforce Dimensions using the Kronos Cloud SFTP service is subject to the following limits:

- 20 active concurrent sessions per SFTP account
- File size transferred per SFTP session not to exceed 100MB
- Storage quota of 10GB per SFTP account

Key performance indicators (KPIs)

KPIs can be used to monitor and control business targets and thresholds. Many KPIs are delivered to the customer to track common workforce metrics such as overtime and labor costs. The customer has the option to build additional organization-specific KPIs using the KPI Builder. The number of active KPIs used with Workforce Dimensions applications will be limited to 200 per customer. Additional KPIs may be purchased.

Server-initiated device (optional)

Supported per Documentation (includes two VPN connections)

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.

Solution Definition	
Kronos application updates	Maintenance updates will be automatically applied as needed. New software releases will be automatically applied according to the release schedule published during the first month of each quarter.
Customer termination	Upon customer termination, Kronos will provide access to the service for an additional 30 days so the customer may extract data.
Security compliance	A SOC 1 Type 2 report and a SOC 2 Type 2 report is published. Complementary user entity controls are available within the SOC reports. In addition, Workforce Dimensions maintains ISO27001 and 27018 compliance, and upon written request details are available which describes the covered components.
Disaster recovery	Recovery time objective: 24 hours Recovery point objective: 4 hours
Encryption	Data encryption in transit and at rest is included.
Third parties	The customer may contract with a third party to configure and/or implement Workforce Dimensions applications. The customer will be responsible for creating users in the system for the third party to access the application and for maintaining the permissions those users have within the application. Dedicated service and support accounts can be accessed only by Kronos personnel or contractors employed by Kronos.
Legal Hold	Kronos will comply with applicable laws and regulations when responding to subpoenas and inquiries from government agencies after consultation with customers when applicable and possible. In the event that a customer is subject to a subpoena, litigation discovery request, or government inquiry directed at customer data or documents that are solely within Kronos' control, Kronos will, at the customer's request, make commercially reasonable efforts to provide assistance to the extent that it is technically feasible. The customer will reimburse Kronos for the costs that Kronos incurs to provide such assistance, such as professional services fees, copying,

Solution Definition

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 Success Plans

Section 1. Success Plans

- 1.1 Kronos offers the following Success Plans for UKG Dimensions:
 - a. Essentials (included in Customer's PEPM Fee)
 - b. Enhanced (available for an additional Fee as indicated on the Order Form)

- 1.2 As part of the Essentials Success Plan, Kronos will provide:
 - a. Local Time Zone Support: 8am – 8pm Monday to Friday, with two-hour response time to support cases.
 - b. 24/7 Mission Critical Support: Immediate and on-going support for a critical issue with no available workaround, where the system or a module may be down, experiencing major system degradation, or other related factors.
 - c. Kronos Community Access: Ability to access how-to articles, discussion boards, and open support cases.
 - d. Kronos Onboarding Experience: Step-by-step guidance to assist Customer during onboard activities.
 - e. KnowledgeMap™: On-line education portal providing access to Kronos e-learning resources.
 - f. KnowledgeMap™ Live may be purchased for an additional Fee.
 - g. A Technical Account Manager (TAM) may be purchased for an additional Fee: senior Technical Support Engineers or former Kronos Application Consultants with industry-specific Kronos product knowledge.

- 1.3 As part of the Enhanced Success Plan, Kronos will provide:
 - a. All of the services under the Essentials Success Plan.
 - b. 24/7 Local Time Zone Support with one-hour response time to support cases.
 - c. Dedicated Success Manager included at no additional charge.
 - d. Integration/API Support: Assistance with enhancing and updating existing APIs and integrations.
 - e. New Feature Review and Activation assistance.
 - f. Industry Best Practices Review: Review configuration and use of UKG Dimensions against industry peers and provide recommendations.
 - g. Configuration Review: Assistance with optimizing the use of UKG Dimensions based on your current usage patterns.

- 1.4 The Kronos policies set forth in Attachment C-1 shall apply to all Success Plans.

Attachment C-1
Success Plans

<https://www.kronos.com/workforce-dimensions/agreement/customer-success-plan>

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

UKG DIMENSIONS SUCCESS PLANS			
	COMMUNITY SUCCESS (Included)	GUIDED SUCCESS (Fees Apply)	SIGNATURE SUCCESS (Fees Apply)
SUPPORT SERVICES			
Local Time Zone Support	8 a.m - 8 p.m. M-F Support 2-hour response time to cases		24-hour x 7 Support 1-hour response time to cases
24x7 Mission Critical Support	●	●	●
Proactive Support		●	●
Technical Account Manager	Fees apply	Fees apply	●
Integration/API Support			●
SUCCESS SERVICES			
Kronos Community	●	●	●
Kronos Onboarding Experience	●	●	●
KnowledgeMap™	●	●	●
KnowledgeMap™ Live	Fees apply	Fees apply	●

NAMED SUCCESS MANAGER			
Live Check in Meetings		Quarterly	Monthly
Personalized Success Paths		●	●
Success Reporting		Semi-Annually	Quarterly
Executive Business Review		Annually	Quarterly
New Feature Review and Activation		●	●
Optimization Assessment		Semi-Annually	Quarterly
Industry Best Practice Audit			Quarterly

Support Policies:

<https://www.kronos.com/workforce-dimensions/agreement/support-policies>

Workforce Dimensions Support Policies

Kronos provides support services for all customer environments (Production and User Acceptance Testing (UAT)) running the Workforce Dimensions Applications. Upgrades to these environments are included in all Success plans. Configuration of new features may be subject to additional cost depending on complexity.

Support Exclusions

Support services do not include service to the Applications resulting from, or associated with:

- Failure to use the Applications in accordance with Kronos' published specifications; or
- Customer's end user computer or operating system malfunctions, including browser and internet connection; or
- Services required for application programs or conversions from products or software not supplied by Kronos.

Service Coverage Period

Kronos provides support for the Workforce Dimensions Infrastructure 24 hours a day, seven days a week, 365 days a year.

Support coverage hours for the Application for use, usability and "how to" questions depend on the Workforce Dimensions Success Plan purchased with the Service.

Workforce Dimensions Success Plans	Essentials (formerly Community Success and Guided Success)	Enhanced (formerly Signature Success)
Local Time Zone Support	8:00 AM – 8:00 PM Monday to Friday* 2 hour response to support cases	24 Hour x 7 support 1 hour response to support cases

* Excluding Kronos holidays

Workforce Dimensions
Success Plans

Essentials
(formerly Community Success
and Guided Success)

Enhanced
(formerly Signature Success)

Priority Based Support

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

High Priority: A critical customer issue with no available workaround where the Applications cannot be accessed, or where the Applications are experiencing major system degradation, and any other related factors resulting in the customer not being able to process their payroll, such as:

- Cloud outage
- Unable to sign-off Time Cards
- Totals are not accurate
- Unable to collect punches from terminals
- Unable to access a critical function within the Applications such as scheduling

Medium Priority: A serious customer issue which impacts ability to utilize the application effectively such as:

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

Low Priority: Non-critical problem generally entailing use and usability issues or "how to" questions such as:

- How do I set up a holiday pay rule?
- How do I run a report?

Critical Outages

Kronos will provide continuous effort on all high priority events through either bug identification, the development of a workaround, or problem resolution. If this effort goes beyond normal business hours, the case may be passed to the after-hours team. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with Kronos during this period.

Technical Escalation

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

The teams are also integrated with the Development Engineering and Cloud Operations staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases, an Account Manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The Account Manager remains engaged until the situation has been successfully remediated.

Management Escalation

Customers may, at any time, ask to speak to a Kronos manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a Kronos Global Support manager, please telephone your Kronos Support Services center and ask to speak to a manager. Phone numbers are listed on the Kronos Community at <https://community.kronos.com/s/article/ka361000000ACDuAAO/KB13193>.

Remote Support

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

Kronos Community

The Community helps you make the most of your Kronos solution by putting tools and resources at your fingertips in a collaborative, intuitive online space — a space that makes opening a case, accessing support, and viewing all your account information easier than ever. Streamlined and searchable, the information you need is just a click away.

Exhibit D Acceptable Use Policy (AUP)

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. Kronos may modify this Policy at any time upon written notice to Customer of a revised version. By using the Service, Customer agrees to the latest version of this Policy. If Customer violates the Policy or authorizes or helps others to do so, Kronos may suspend use of the Service until the violation is corrected, or terminate the Agreement for cause in accordance with the terms of the Agreement.

No Illegal, Harmful, or Offensive Use or Content

Customer 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

Customer 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. Customer 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.** Customer will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)

No Network Abuse

Customer may not make network connections to any users, hosts, or networks unless Customer 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

Customer 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. Customer will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. Customer 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

Kronos reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the Service. 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.

Kronos may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Kronos’ reporting may include disclosing appropriate customer information. 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 Customer becomes aware of any violation of this Policy, Customer will immediately notify Kronos and provide Kronos with assistance, as requested, to stop or remedy the violation.

Exhibit E
AtomSphere Service and Boomi Software

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

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

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

The Boomi AtomSphere Service is subject to the additional terms and conditions set forth in Attachment E-1. These additional terms and conditions apply to all integrations to and from the Service using the Boomi AtomSphere Service, whether done by Customer or by Kronos. Except as provided in these additional terms and conditions, all terms and conditions of this Agreement related to the Service apply to the Boomi AtomSphere Service. If this Agreement terminates, Customer's rights to access the Boomi AtomSphere Service and the Boomi Software also terminates.

Boomi AtomSphere Service And Boomi Software Flow Downs

The following provisions are required “flow-down” provisions from our authorized reseller agreement with Boomi, Inc. for the AtomSphere Service and Boomi Software. These terms and conditions apply to all integrations to and from the Kronos Services using the AtomSphere Service and are in addition to the terms of the Agreement for all such integrations. For purposes of these provisions, “Customer” is referred to as “End-Customer” throughout these provisions.

(1) Restrictions. Except and only to the extent that the exclusions and limits of this Restrictions Section are prohibited by applicable law, End-Customer may not reverse engineer, decompile, disassemble, or attempt to discover or modify in any way the underlying source code of the Boomi Software, or any part thereof. In addition, End-Customer may not (i) modify, translate, localize, adapt, rent, lease, loan, create or prepare derivative works of, or create a patent based on the Boomi Software or any part thereof, (ii) resell, sublicense or distribute the Boomi Software, (iii) provide, make available to, or permit use of the AtomSphere Service or the Boomi Software, in whole or in part, by any third party (except as expressly set forth herein) without Dell's prior written consent, (iv) use the AtomSphere Service or the Boomi Software to create or enhance a competitive offering or for any other purpose which is competitive to Dell, or (v) perform or fail to perform any act which would result in a misappropriation or infringement of Dell's intellectual property rights in the AtomSphere Service or the Boomi Software. End-Customer understands and agrees that the AtomSphere Service or the Boomi Software may work in conjunction with third party products and End-Customer agrees to be responsible for ensuring that it is properly licensed to use such third party products.

(2) Proprietary Rights. End-Customer understands and agrees that (i) the AtomSphere Service or the Boomi Software are protected by copyright and other intellectual property laws and treaties, (ii) Dell, its Affiliates and/or its suppliers own the copyright, and other intellectual property rights in the Products, (iii) the Boomi Software is licensed, and not sold, (iv) this Agreement does not grant End-Customer any rights to Dell's trademarks or service marks, and (v) Dell reserves any and all rights, implied or otherwise, which are not expressly granted to End-Customer in this Agreement.

(3) Support. All technical support related to the AtomSphere Services and Boomi Software shall be provided by Kronos. End-Customer shall have no right to contact Dell for technical support for the AtomSphere Services and Boomi Software.

(4) Protected Data. For purposes of this Section, "Protected Data" means any information or data that is provided by End-Customer to Dell during this Agreement that alone or together with any other information relates to an identified or identifiable natural person or data considered to be personal data as defined under Privacy Laws, and "Privacy Laws" means any applicable law, statute, directive or regulation regarding privacy, data protection, information security obligations and/or the processing of Protected Data.

Except as permitted herein or to the extent required by Privacy Laws or legal process, Dell shall not disclose Protected Data to any third party for any reason. Dell shall implement appropriate technical and organizational measures to prevent unauthorized disclosure of or access to Protected Data by third parties, and shall only store and process Protected Data as required to fulfill its obligations under this Agreement and any applicable Orders. Dell shall make reasonable efforts to comply with End-Customer's written instructions with respect to the Protected Data; however, Dell shall have no liability to End-Customer for any breach of this Section resulting from Dell's acts or omissions in accordance with any such instructions. Dell shall promptly notify End-Customer of any disclosure of or access to the Protected Data by a third party in breach of this Section and shall cooperate with End-Customer to reasonably remediate the effects of such disclosure or access. End-Customer hereby (i) represents that it has the right to send the Protected Data to Dell, (ii) consents for Dell to store and use the Protected Data worldwide for the sole purpose of performing its obligations under this Agreement and any applicable Orders, (iii) agrees that the Protected Data may be accessed and used by Dell and its Representatives worldwide as may be needed to support Dell's standard business operations, and (iv) agrees that Protected Data consisting of End-Customer contact information (e.g., email addresses, names) provided as part of Maintenance AtomSphere Services may be sent to Dell's third party service providers as part of Dell's services improvement processes.

(5) Infringement. Dell will at its own expense defend or settle any claim, suit, action, or proceeding brought against End-Customer by a third party to the extent it is based on an allegation that the Boomi Software directly infringes any patent, copyright, trademark, or other proprietary right enforceable in the country in which the Boomi Software is delivered to End-Customer, or misappropriates a trade secret in such country (a "Claim"). Additionally, Dell shall pay any judgments finally awarded against End-Customer under a Claim or any amounts assessed against End-Customer in any settlements of a Claim, and reasonable administrative costs or expenses, including without limitation reasonable attorneys' fees, necessarily incurred by End-Customer in responding to the Claim. Dell's obligations under this Section are conditioned upon End-Customer (i) giving prompt written notice of the Claim to Dell; (ii) permitting Dell to retain sole control of the investigation, defense or settlement of the Claim,

and (iii) providing Dell with such cooperation and assistance as Dell may reasonably request from time to time in connection with the investigation, defense or settlement of the Claim. Dell shall have no obligation hereunder to defend End-Customer against any Claim (a) resulting from use of the Boomi Software other than as authorized in this Agreement, (b) resulting from a modification of the Boomi Software other than by Dell, or (c) based on End-Customer's use of the Boomi Software after Dell recommends discontinuation because of possible or actual infringement, (d) based on End-Customer's use of a superseded or altered release of Boomi Software if the infringement would have been avoided by use of a current or unaltered release of the Boomi Software made available to End-Customer, or (e) to the extent the Claim arises from or is based on the use of the Boomi Software with other products, services, or data not supplied by Dell if the infringement would not have occurred but for such use. If End-Customer's use of the Boomi Software is enjoined as a result of a Claim, Dell shall, at its expense and option either (1) obtain for End-Customer the right to continue using the Boomi Software, (2) replace the Boomi Software with a functionally equivalent non-infringing product, (3) modify the Boomi Software so that it is non-infringing, or (4) terminate the License for the infringing Boomi Software and discontinue End-Customer's right to access and use the infringing Boomi Software and refund the unused pro-rated portion of any fees pre-paid by End-Customer for the AtomSphere Service affected by the removal of the infringing Boomi Software. This Section states the entire liability of Dell, and End-Customer's sole and exclusive remedy, with respect to a Claim.

(6) Warranty. THERE ARE NO WARRANTIES OR REMEDIES PROVIDED TO CUSTOMER BY DELL HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES OR REMEDIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE. DELL DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS.

(9) High Risk Disclaimer. END-CUSTOMER UNDERSTANDS AND AGREES THAT THE PRODUCTS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HIGH-RISK OR HAZARDOUS ENVIRONMENT, INCLUDING WITHOUT LIMITATION, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, AIR TRAFFIC CONTROL, LIFE SUPPORT MACHINES, WEAPONS SYSTEMS, OR ANY OTHER APPLICATION WHERE THE FAILURE OR MALFUNCTION OF ANY PRODUCT CAN REASONABLY BE EXPECTED TO RESULT IN DEATH, PERSONAL INJURY, SEVERE PROPERTY DAMAGE OR SEVERE ENVIRONMENTAL HARM (A "HIGH RISK ENVIRONMENT"). ACCORDINGLY, (I) END-CUSTOMER SHOULD NOT USE THE PRODUCTS IN A HIGH RISK ENVIRONMENT, (II) ANY USE OF THE PRODUCTS BY CUSTOMER IN A HIGH RISK ENVIRONMENT IS AT CUSTOMERS OWN RISK, (III) DELL, ITS AFFILIATES AND SUPPLIERS SHALL NOT BE LIABLE TO END-CUSTOMER IN ANY WAY FOR USE OF THE PRODUCTS IN A HIGH RISK ENVIRONMENT,

AND (IV) DELL MAKES NO WARRANTIES OR ASSURANCES, EXPRESS OR IMPLIED, REGARDING USE OF THE PRODUCTS IN A HIGH RISK ENVIRONMENT.

(7) Export. End-Customer acknowledges that the Boomi Software and AtomSphere Service are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other applicable foreign agencies (the "Export Controls") and agrees to abide by the Export Controls. End-Customer hereby agrees to use the Boomi Software and AtomSphere Service in accordance with the Export Controls, and shall not export, re-export, sell, lease or otherwise transfer the Boomi Software and AtomSphere Service or any copy, portion or direct product of the foregoing in violation of the Export Controls. End-Customer is solely responsible for obtaining all necessary licenses or authorizations relating to the export, re-export, sale, lease or transfer of the Boomi Software and AtomSphere Service and for ensuring compliance with the requirements of such licenses or authorizations. End-Customer hereby (i) represents that End-Customer is not an entity or person to which shipment of Boomi Software and AtomSphere Service is prohibited by the Export Controls; and (ii) agrees that it shall not export, re-export or otherwise transfer the Boomi Software and AtomSphere Service to (a) any country subject to a United States trade embargo, (b) a national or resident of any country subject to a United States trade embargo, (c) any person or entity to which shipment of Boomi Software and AtomSphere Service is prohibited by the Export Controls, or (d) anyone who is engaged in activities related to the design, development, production, or use of nuclear materials, nuclear facilities, nuclear weapons, missiles or chemical or biological weapons. End-Customer shall, at its expense, defend Dell and its Affiliates from any third party claim or action arising out of any inaccurate representation made by End-Customer regarding the existence of an export license, End-Customer's failure to provide information to Dell to obtain an export license or any allegation made against Dell due to End-Customer's violation or alleged violation of the Export Controls (an "Export Claim") and shall pay any judgments or settlements reached in connection with the Export Claim as well as Dell's costs of responding to the Export Claim.

(8) Hosted Environment.

(a) Data. End-Customer may store data on the systems to which it is provided access in connection with its use of the AtomSphere Service (the "Hosted Environment"). Dell may periodically make back-up copies of End-Customer data, however such back-ups are not intended to replace End-Customer's obligation to maintain regular data backups or redundant data archives. End-Customer is solely responsible for collecting, inputting and updating all End-Customer data stored in the Hosted Environment, and for ensuring that it does not (i) knowingly create and store data that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) use the Hosted environment for purposes that would reasonably be seen as obscene, defamatory, harassing, offensive or malicious. If the Order states where End-Customer data is to be stored, Dell will not move the data from the specified region without notifying End-Customer, except if Dell is required to do so by law or legal process. Dell shall have the right to

delete all End-Customer data stored in connection with the use of the AtomSphere Service thirty (30) days following any termination of this Agreement or any license to Boomi Software granted hereunder.

End-Customer represents and warrants that it has obtained all rights, permissions and consents necessary to use and transfer all End-Customer and/or third party data within and outside of the country in which End-Customer or the applicable End-Customer Affiliate is located (including providing adequate disclosures and obtaining legally sufficient consents from End-Customer's employees, End-Customers, agents, and contractors). If End-Customer transmits data to a third-party website or other provider that is linked to or made accessible by the AtomSphere Service pr Boomi Software, End-Customer will be deemed to have given its consent to Dell enabling such transmission and Dell shall have no liability to End-Customer in connection with any claims by a third party in connection with such transmission.

(b) Conduct. In connection with the use of the Hosted Environment and the AtomSphere Service, End-Customer may not (i) attempt to use or gain unauthorized access to Dell's or to any third-party's networks or equipment; (ii) permit other individuals or entities to copy the Boomi Software; (iii) provide unauthorized access to or use of any Boomi Software or the associated access credentials; (iv) attempt to probe, scan or test the vulnerability of the Boomi Software, the Hosted Environment, or a system, account or network of Dell or any of Dell's End-Customers or suppliers; (v) interfere or attempt to interfere with service to any user, host or network; (vi) engage in fraudulent, offensive or illegal activity of any nature or intentionally engage in any activity that infringes the intellectual property rights or privacy rights of any individual or third-party; (vii) transmit unsolicited bulk or commercial messages; (viii) intentionally distribute worms, Trojan horses, viruses, corrupted files or any similar items; (ix) restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Boomi Software (except for tools with safety and security functions); or (x) restrict, inhibit, interfere with or otherwise disrupt or cause a performance degradation to any Dell (or Dell supplier) facilities used to provide the Hosted Environment. End-Customer shall cooperate with Dell's reasonable investigation of Hosted Environment outages, security issues, and any suspected breach of this Section.

(c) Suspension. Dell may suspend End-Customer's use of Boomi Software and the AtomSphere Service (a) if so required by law enforcement or legal process, (b) in the event of an imminent security risk to Dell or its End-Customers, or (c) if continued use would subject Dell to material liability. Dell shall make commercially reasonable efforts under the circumstances to provide as much prior notice as possible to End-Customer of any such suspension.

(9) Limitation of Liability. EXCEPT FOR (A) ANY MATERIAL BREACH OF THE "RESTRICTIONS", "CONFIDENTIAL INFORMATION" SECTIONS OF THIS AGREEMENT, (B) AMOUNTS CONTAINED IN JUDGMENTS OR SETTLEMENTS WHICH DELL IS LIABLE TO PAY ON BEHALF OF END-CUSTOMER UNDER THE "INFRINGEMENT" SECTION OF THIS

AGREEMENT AND CUSTOMER IS LIABLE TO PAY ON BEHALF OF DELL UNDER THE "CONDUCT" OR "EXPORT" SECTIONS OF THIS AGREEMENT, OR (C) ANY LIABILITY TO THE EXTENT LIABILITY MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF APPLICABLE LAW, IN NO EVENT SHALL END-CUSTOMER, KRONOS, KRONOS' AFFILIATES OR RESELLERS, DELL, DELL'S AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF GOODWILL OR REPUTATION, LOSS OF ANTICIPATED SAVINGS, LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, HOWSOEVER ARISING, WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES AND WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE.

EXCEPT FOR (A) ANY MATERIAL BREACH OF THE "LICENSE," "RESTRICTIONS," OR "CONFIDENTIAL INFORMATION" SECTIONS OF THIS AGREEMENT, OR ANY OTHER VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (B) DELL'S EXPRESS OBLIGATIONS UNDER THE "INFRINGEMENT" SECTION OF THIS AGREEMENT AND END-CUSTOMER'S EXPRESS OBLIGATIONS UNDER THE "CONDUCT" AND "EXPORT" SECTIONS OF THIS AGREEMENT; (C) A PREVAILING PARTY'S LEGAL FEES, (; OR (D) ANY LIABILITY TO THE EXTENT LIABILITY MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF APPLICABLE LAW, THE MAXIMUM AGGREGATE AND CUMULATIVE LIABILITY OF END-CUSTOMER, KRONOS, KRONOS' AFFILIATES OR RESELLERS, DELL, DELL'S AFFILIATES AND SUPPLIERS UNDER THIS AGREEMENT, WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL NOT EXCEED (Y) THE GREATER OF THE FEES PAID AND/OR OWED (AS APPLICABLE) BY END-CUSTOMER TO PARTNER FOR THE SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE BREACH THAT ARE THE SUBJECT OF THE BREACH OR FIVE HUNDRED DOLLARS (\$500.00). THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL PROVIDING PRODUCTS AND SERVICES TO END-CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES OR FAILURES.

Dell's Affiliates and suppliers shall be beneficiaries of this "Limitation of Liability" Section; otherwise, no third party beneficiaries exist under this Agreement. Dell expressly excludes any and all liability to any third party.

Exhibit F Definitions

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

“Add In(s)” mean the Kronos developed applets for UKG Dimensions that enable limited functionality through the application programming interfaces (“APIs”) of UKG Dimensions and the associated applications of certain third-party technology providers as further described in Exhibit G.

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

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

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

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

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

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

“Confidential Information” is any non-public information relating to each of Customer’s and Kronos’ businesses and those of Kronos’ Technology suppliers that is disclosed pursuant to this Agreement and which reasonably should have been understood by the recipient of such information to be confidential because (i) it includes legends or other markings, (ii) the circumstances of the disclosure, (iii) due to the nature of the information itself it should have been reasonably understood by the receiving Party to be confidential, (iv) information not subject to public disclosure under chapter 42.56 RCW (the Public Disclosure Act), or (v) it is Customer Data. Information will not be considered “Confidential Information” if the information was (i) in the public domain without any breach of this Agreement; (ii) disclosed to the Receiving Party on a non-confidential basis from a source which is lawfully in possession of such Confidential Information and, to the knowledge of the Receiving Party, is not prohibited from disclosing such Confidential Information to Receiving Party; or (iii) released in writing from confidential treatment by Delivering Party; or (iv) required to be disclosed pursuant to a subpoena, order, civil investigative demand or similar process with which the Receiving Party is legally obligated to comply, and of which the Receiving Party notifies Delivering Party.

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

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

“Customer Data” means all content Customer, or its Authorized Users, posts or otherwise inputs into the Service, including but not limited to information, data (such as payroll data, vacation time, hours worked or other data elements associated with an Authorized User), text, multimedia images (e.g. graphics, audio and video files), or compilations. Customer data also includes all resultant data calculated or generated by the Service based upon the Customer Data, including dashboards, charts and reports, but excluding the Output Format. For the purposes of this Agreement, Output Format means format in which Output is provided by or on behalf of Kronos as part of the Service Offerings, excluding the Customer Data.

“Customer Indemnified Party(ies)” means Customer and Customer’s respective directors, officers, and employees.

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

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

“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 Customer for a particular item.

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

“KnowledgeMap™” means the online educational portal providing access to learning resources.

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

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

“Order Form” means an order form mutually agreed upon by Kronos and Customer setting forth, among other things, the items ordered by Customer and to be provided by Kronos and the Fees to be paid by Customer. An Order Form shall be included as part of a written amendment to add additional services to the Agreement.

“Participating Entity(ies)” means those Kronos or Customer entities that (i) directly or indirectly control, are controlled by, or are under common control with Kronos or Customer, respectively and (ii) sign an Order Form for the Service. “Control” (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, voting trust or otherwise.

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

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

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

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

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

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

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

“Success Plan(s)” means the services provided by Kronos to support and maintain the Service as described in Exhibit C.

“Taxes” means all applicable taxes relating to the goods and services provided by Kronos hereunder, including all duties and country, federal, state, provincial or local taxes (including GST or VAT if applicable) but excluding taxes on Kronos’ income or business privilege.

“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.

Exhibit G

UKG Dimensions™ Add-Ins

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

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

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

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

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

Exhibit H
Statement of Work

Statement of Work for SNOHOMISH COUNTY PUBLIC WORKS

UKG Dimensions Migration

Sales Executive	David Chetlain
Author	Tammy Hilsgen
Expiration Date	09/30/2021
Quote Number	2020-56060
Revision #	5
Opportunity ID	Opp-242401
Status	Approved
Customer SID	6106838

Overview

This Statement of Work ("SOW") provides an overview of the project including scope, approach, costs, and how the project will be managed. To support a successful onboarding to the UKG Dimensions™ platform, the customer will provide the required internal project resources.

Customer Goals

County of Snohomish (customer/client) is seeking a time & labor solution to help control labor costs, minimize compliance risk, and improve workforce productivity. The Workforce Dimension solution will be used to tackle each of these workforce management challenges with a single solution, on a single, easy to maintain platform. Kronos will provide professional services to implement UKG Dimensions solution.

Project Outcomes

Time Capture and Workflow Automation
 Adherence to policy through automated pay calculations
 Automated accrual policies
 Efficient and accurate leave management
 Consistent enforcement of attendance policies

Proactive exception Management
 Scheduling indicators to drive decision making
 Automated and data driven schedules
 Fill open shifts quickly via mobile messaging (SMS Shift Fill)

Empower decision makers with real-time labor analytics

Proposed Solution

Entitlement	Project Type
UKG Dimensions Timekeeping Hourly	Enhanced Migration
UKG Dimensions Accruals	Enhanced Migration
UKG Dimensions Leave	Enhanced Migration
UKG Dimensions Absence	Enhanced Migration
UKG Dimensions Advanced Scheduling	Enhanced Migration
UKG Dimensions Analytics	Net New

Project duration is expected to be 28 working weeks, based upon Kronos' experience with its customers and solutions. Depending upon the preparation and engagement of the customer's organization, there may be opportunity to complete the project in a compressed duration. However, if project resources are unprepared or unavailable, the duration of the project may need to be extended, increasing the budget required to successfully complete this scope of work. Requests for additional scope or activities outside of this planned project scope may be accommodated through an amendment under Section XII. B. of the Agreement. In this circumstance, Kronos may request an amendment to ensure the appropriate budget is available.

Kronos will deliver the scope of this project utilizing a remote approach. On-site support is excluded from the scope of work.

Educational Services

Kronos KnowledgeMap™

Targeted self-paced training is included within Kronos KnowledgeMap™ to get the customer team knowledgeable quickly and to maximize solution adoption. Kronos KnowledgeMap™ is an online education portal providing anytime, anywhere access to UKG Dimensions learning.

Kronos KnowledgeMap™ Live

Kronos shall provide onboarding with instructor-led training delivered via Kronos KnowledgeMap Live. A Kronos KnowledgeMap Live pass provides progress tracking with the flexibility to send team members and new users to virtual webinar and hands-on instructor led training. Classes are offered by job role on a rotating course schedule to ensure the right training at the right time, including:

Core Team training to help key functional and technical users make informed solution design and configuration decisions, and to provide fundamental product knowledge.

Application Administrator training to prepare functional super users to perform daily and periodic system administration tasks.

IT Specialist training to prepare technical super users to perform tasks in areas such as security, device management and integration.

User Adoption Consulting

A critical component of success is dependent on users. Kronos shall provide a User Adoption Consultant who will help empower designated customer resources to support the delivery of change management and user training for managers and employees by providing:

- A structured change management and training framework
- Preparing for Change and User Training Workshop
- User Training Toolkit including Task Matrix and Job Aids

User Training Delivery

Kronos shall deliver user training by a Kronos Certified Instructor.

- Train the Trainer Package focused on training for manager and/or employee user roles, includes workshop for 1 to 15 participants
 - Workshop is a single business day (8 hours) remote working session between Kronos and County. It can be divided into two days (4 hours each) upon County's request.

Project Approach

Kronos shall complete a solution readiness review with the customer project team to confirm that the migration of agreed upon existing configuration can commence in non-production. Kronos shall assess and deploy the approved Business Structure and other configuration unique to UKG Dimensions to complete validation of the migrated solution. Upon completion of customer user acceptance testing, Kronos shall cut over the approved solution to production.

The Kronos onboarding process is driven by value and enabling business outcomes. This approach, focused on accelerated time to value uses tools and techniques, such as industry and region-specific configuration, Kronos process recommendations, dynamic documentation, and accelerated testing processes. All project information is available online to allow project team members access to project status, contact information, issues log, test case tracking, training plan, etc. at any time.

The onboarding process will be completed in three iterative phases: Initiate, Collaborate, and Adopt.

Project Leadership

Kronos shall provide guidance through the life cycle of the project and provide best practices to implement the solution. As the main point of contact, the Kronos Project Manager shall partner with the customer project leadership to develop the project plan to ensure objectives are achieved. The Kronos Project Manager shall also deliver a collaborative workspace, which will serve as the dashboard for all aspects of the onboarding process.

Initiate

This first phase of the project lays the foundation for the project.

During this phase, Kronos shall work with the customer team to review goals and success criteria and share project assumptions. Teams will set and understand expectations, share project plans and agree upon the process of working together. The Kronos team will stand up the tenant according to the customer's line of business. At this stage, the customer will select which aspects of existing Kronos Workforce Central solution will be migrated to UKG Dimensions. The Kronos Project Manager will also introduce the concepts of change management, testing, and user education.

Kronos shall provide a Strategic Technical Advisor (STA) who will function as the customer's single point of contact for technology related considerations impacting solution implementation and adoption. The STA will engage with the customer's technical teams and Kronos Technology Partners to assist with network infrastructure assessment, customer access methods such as desktop, mobile, data collection devices and technology partner solutions. Additionally, the STA will advise, mentor, and guide the customer throughout solution implementation and adoption providing a technical readiness and migration plan, technical guidance and knowledge transfer, and smoke testing of the system before user acceptance testing and go-live.

Once these items are complete, the Collaborate phase will begin.

Collaborate

As the project moves into Collaborate, both teams will partner to create the best solution for the customers' organization. Kronos shall recommend practices and configuration based on industry and geography and fine tune those recommendations iteratively, to meet customer-specific needs and desired outcomes. This approach helps to define and refine the solution. During the Collaborate phase, the Kronos team will share the solution in action, which allows the customer to make informed decisions about the processes to be instituted. In turn, there is a better understanding of the specific scenarios to include in testing and end user training. As the solution is being finalized, Kronos and the customer shall focus on testing efforts to ensure that the solution is well-prepared for adoption.

The project transitions into acceptance testing leveraging the Accelerated Testing Process. Kronos will conduct a test case development boot camp with the customer-side team to complete a Traceability Matrix and test cases per design elements available at the time of the boot camp. The customer will execute these test cases and record the result, reporting successes and issues. To maximize visibility into acceptance testing progress, Kronos and the customer will work collaboratively in the testing workspace which will provide up to date information and metrics on the status of testing.

Adopt

The final phase is Adopt – when both teams realize the outcomes of the previous phases. It is at this stage that the solution is measured against the goals and objectives this project set out to achieve as outlined above in the Customer Goals and Project Objective sections of this SOW, and as set forth in

the Functional Specifications provided in Exhibit J. Here the goals, success criteria, change management, and risk management efforts culminate as both teams work collaboratively to deploy the solution to end users.

Kronos will oversee 1 deployment group(s). After which the Kronos project manager will transition the completed scope to Kronos Global Support for post-implementation support.

Customer Project Team Responsibilities

The information below is recommended by Kronos to assist customer with planning the Customer team's responsibilities and time commitments.

Roles/Responsibility	Executive Sponsor	Project Manager	Subject Matter Experts	Technical Experts
Overall success of the implementation	•	•		
Internal communications to endorse the project and prepare resources/end users for upcoming changes	•	•		
Completion of customer tasks and deliverables		•		
Schedules resources, mitigates risks, and works within the project schedule		•		
Gathers and defines business rules and policies		•	•	
Attends standard weekly or bi-weekly status meetings		•	•	•
Identifies and supplies interface/integration information		•	•	•
Attends all defined Kronos product training		•	•	
Helps create and execute test plans to ensure a successful implementation		•	•	
Provides network related information, helps configure Kronos clocks and any browser settings, if applicable		•		•
Attends important meetings including milestone meetings and phase reviews	•	•	•	•
Endorses the Kronos system to other managers/departments	•	•	•	•

Customer Project Team Availability

The chart below outlines Kronos' projected commitment for each of the customer team resources in the project. Keep in mind that more than one Subject Matter Expert may be needed, or there may be one Expert with experience in multiple areas. Customer will scale resource requirements based on the size and complexity of the project.

There may also be occasion throughout the project to engage Subject Matter Experts from select businesses/locations as determined by the customer, as a supplement to the project team.



Executive Sponsor	>1 day	>.5 day	.5 day
Project Manager	3+ days	3+ days	3+ days
Subject Matter Expert1	1.5 - 2 days	3+ days	3+ days
Subject Matter Expert2	1.5 - 2 days	3+ days	3+ days
Technical Expert	> .5 day	> .5 day	1 day

Solution Assumptions

UKG Dimensions

- 2 tenants included in this deployment
- Customer is migrating from Workforce Central SQL Database
- 4 Standard Timeclock(s) will be migrated
- 1 Deployment Group
- Kronos is aware the County of Snohomish has 20 current Workforce Central Custom Reports, 10 of these will be replaced with standard UKG Dimensions core functionality. Kronos is recommending the County wait to migrate the 10 remaining reports until you fully understand the depth of the UKG Dimensions analytics and BIRT Reporting tool capabilities. Pricing to migrate the current custom report can be made available upon request
- Number of Solution Development Workshops
 - 1 Business Structure
 - 1 Timekeeping Hourly
 - 1 Accruals
 - 1 Leave
 - 1 Absence
 - 1 Advanced Scheduling

UKG Dimensions Timekeeping Hourly

- Migration of 20 pay rules
- Migration of standard attestation workflows

UKG Dimensions Accruals

- Migration of 45 Accrual policies

UKG Dimensions Leave

- Migration of 1 Leave Pay Group(s) included
- Migration of 1 State Leave Group(s) included

UKG Dimensions Absence

- Migration of 1 Attendance Group(s) included

UKG Dimensions Advanced Scheduling

- Migration of 5 Scheduling Group(s) included

UKG Dimensions Analytics

- Deployment of industry best practice data views leveraging standard KPIs available in UKG Dimensions Analytics
- Pay code analysis and mapping to KPI requirements

Kronos Integration Services

Kronos will deliver the following integrations using the Dell Boomi™ UKG Dimensions Integration Platform. All integrations listed in this section are assumed to be low to medium complexity. Interfaces are scheduled via UKG Dimensions and transferred to the UKG Dimensions secure FTP (SFTP) environment.

- Business Data Automation: Kronos provides the ability to keep your Workforce Management systems' business structure refreshed as your business organization changes to support new business goals, reorganizations, new locations, acquisitions, divestures, etc. Business Data Automation includes recurring and fully automated integrations to help eliminate costly and time-consuming manual entries. Integration includes automation of:
 - Labor Categories
 - Labor Category Lists
 - Labor Category Profiles
 - Organizational Sets
 - Employee Groups
 - Business Structure
 - Employee Data

Flat-File Integration Templates

Kronos shall deliver the integrations listed in this section via encrypted flat-file via Kronos Secure FTP site and process as a scheduled event.

- Cartegraph Custom - Step 1
- Cartegraph Custom - Step 2
- Cartegraph Custom - Step 3
- 5 Payroll Exports
- Business Structure Export
- Employee Data Import
- Skills & Certification Import
- Attendance Balance Reset
- Attendance Balance Reset – Move

Technology Partners Integrations

UKG Dimensions partners provide innovative solutions that extend the customer's workforce management capabilities in new and unique ways. Kronos shall provide the following solutions as part of this delivery. Please note: hosting of these solutions is available via Kronos Hosting or on customer's cloud at the customer's choice.

- Microsoft Outlook Office 365 Integration (hosting required)

WFC Historical Access Setup Services with Upgrade

Customer is leaving the Kronos Private Cloud (KPC) and is requesting assistance from Kronos to install an on-premise historical reporting version of the Workforce Central system. Kronos shall provide a copy of the customer's production database for the customer's on-premise historical reporting system. Workforce functionality will be limited to viewing and reporting purposes.

Kronos will:

- Provide hardware recommendations to support the historical system.
- Provide a copy of the production database
- Assist with restoring the Kronos database received from the KPC.
- Install base Workforce Central applications to allow viewing employee records for report running purposes. Modules such as Workforce Device Manager, Workforce Integration Manager, custom features, and Single Sign On will be omitted from the scope.
- Applications installed will be the same Kronos version and service pack versions as what was installed in KPC.
- Custom Reports will be moved to historical environment.

Licensing

As a current WFC SaaS customer, the customer shall purchase the required number of Workforce Central Manager licenses to use the system and access the data.

Assumptions:

- Customer will provide Hardware, Operating System and Microsoft SQL Server to support Historical system per Kronos compatibility matrix.
- Customer will request a copy of their KPC database once they have discontinued collecting additional data into that database prior to decommissioning. Customer will have 15 days from termination to retrieve their data.
- Kronos will perform the upgrade, with current service release, mandatory patches and touch test of the historical system.
- Customer will perform User Acceptance Testing.
- Kronos will deliver the scope of this service utilizing a remote approach.

Services Investment Summary

This SOW represents a fixed fee engagement. Travel expenses are not included and will be invoiced separately as incurred.

Service Type	
Professional Services	\$344,850.00
Educational Services	\$5,100.00
	\$349,950.00

Fixed-Fee Invoice Schedule

Project Phase	Milestone #	Deliverable	Invoice Amount
Initiate	1.1	Complete Project Plan	\$ 13,998.00
	1.2	Complete Training Plan	\$ 10,498.50
	1.3	Test URL Provided and Access Validated	\$ 20,997.00
	1.4	Complete Project Team Fundamentals Training	\$ 31,495.50
	1.5	Sign Authorization to Proceed to Solution Development	\$ 27,996.00
Initiate Phase Total			\$ 104,985.00
Collaborate	2.1	Complete first Solution Development Workshop	\$ 34,995.00
	2.2	Complete first Integration Development Workshop	\$ 34,995.00
	2.3	Solution Walkthrough	\$ 17,497.50
	2.4	Complete Interface Build	\$ 34,995.00
	2.5	Sign Authorization to Proceed to Testing	\$ 17,497.50
	2.6	Completion of Testing	\$ 34,995.00
Collaborate Phase Total			\$ 174,975.00
Adopt	3.1	Sign Authorization to Proceed to Configuration Cutover	\$ 34,995.00
	3.2	Sign Authorization to Proceed to Go live	\$ 20,997.00
	3.3	Group 1 Deployment - Transition to KGS	\$ 13,998.00
Adopt Phase Total			\$ 69,990.00
Fixed Fee Services Total			\$ 349,950.00

Service Deliverable Acceptance Process

At the specified milestones described in the Fixed Fee Invoice Schedule, we will deliver completed project service deliverables for review and approval. Service deliverables shall be accepted or rejected within 10 consecutive business days from the time of submittal for acceptance. Service deliverables shall be deemed accepted in the absence of Customer's review or Customer's response of acceptance within this specified time. Feedback supplied after the review period will be evaluated as a potential change of scope.

The Service Deliverable Acceptance Process is described below.

- Submission of Service deliverables

The Kronos Project Manager, or designee, will prepare a Service Deliverable Acceptance Form and forward with the respective service deliverable to the Customer Project Manager, or Customer designee, for consideration.

- Assessment of Service Deliverables

The Customer representative will determine whether the service deliverable meets the requirements as defined in this SOW and that the service deliverable is complete. Additional work on, or changes to, an accepted service deliverable that are requested by the Customer will be managed through an amendment as set forth in Section XII. B. of the Agreement.

- **Acceptance / Rejection**

After reviewing, the Customer will either accept the service deliverable (by signing and dating the Service Deliverable Acceptance Form) or will provide a written reason for rejecting it and will return the Service Deliverable Acceptance Form to the Kronos team. If feedback from multiple Customer representatives is received, then the Customer Project Manager, or Customer designee, will consolidate that feedback before delivering it to the Kronos team.

- **Correction of Service Deliverables**

Kronos will correct in-scope problems found with the service deliverable and will address the correction of out-of-scope changes according through an amendment as set forth in Section XII. B. of the Agreement. Kronos will submit a schedule for making changes to the service deliverable within two (2) business days of receiving a rejected Service Deliverable Acceptance Form. Once Kronos corrects all previously identified in-scope problems, the service deliverable will be deemed accepted.

- **Monitoring and Reporting**

The Kronos project team will track service deliverable acceptance. Updates on service deliverable acceptance will be included in the status report and discussed in the status meeting. Service deliverable acceptance issues that cannot be resolved will be elevated to the Project Steering Committee.

Exhibit I
Order Form for Initial Term



ORDER FORM

Expires: 07/31/2021
Sales Executive: David Chetlain

Order Type:
Date: 07/21/2021

Bill To Contact: Kathryn Fugere

Ship To Contact: Kathryn Fugere

Bill To: SNOHOMISH COUNTY PUBLIC WORKS
3000 ROCKEFELLER
EVERETT, WA 98201 USA

Ship To: SNOHOMISH COUNTY PUBLIC WORKS
3000 ROCKEFELLER
EVERETT, WA 98201 USA

Ship to Phone: (425) 388-3983
Ship to Mobile:
Contact: Kathryn Fugere
Email: kathryn.fugere@co.snohomish.wa.us

Currency: USD
Customer PO Number:
Solution ID: 6106838
Initial Term: 36 months
Billing Start Date: Upon Signature of Order Form
Data Center Location: USA

Shipping Terms: Shipping Point
Ship Method:
Freight Term: Prepay & Add
Renewal Term: 24 months
Payment Terms: Net 30 Days

Order Notes:

The parties agree that Customer is migrating from their existing Kronos WFC Software as a Service applications (the "Existing Applications"), provided under that certain Software License and Services Agreement between Snohomish County and Kronos Incorporated executed on August 28, 2012 (the "2012 Agreement"), to the UKG Dimensions Software as a Service offering ("WFD SaaS"). The parties agree that the 2012 Agreement will continue to govern the Existing Applications, and the Existing Applications will remain active until WFD SaaS is fully accepted by Customer or for a period of ten (10) months from the execution of this Agreement whichever is earlier - at no charge to Customer. After such period, Customer's rights to use the Existing Applications, along with the associated 2012 Agreement, will be terminated, unless otherwise noted herein.

Kronos shall invoice WFD SaaS Monthly Service Fees at the Billing Frequency indicated on this Order Form, commencing on full execution of the Agreement. As of the Billing Start Date, Kronos shall credit Customer for any pre-paid but unused Monthly Service Fees for Existing Applications provided under the 2012 Agreement. Customer may apply credits from pre-paid but unused Monthly Services Fees for Existing Applications against any amounts owed to Kronos by Customer under this Agreement until such credit is expended. Customer understands that they remain responsible for payment of Monthly Service Fees on the Existing Applications until the WFD SaaS Billing Start Date.

The parties agree that Customer will not enter protected health information or health related questions into Kronos Workforce Dimensions. Customer agrees that, if at a later date, it decides to include health-related questions in Kronos Workforce Dimensions Timekeeping Customer will consult its legal counsel to comply with applicable privacy laws and regulations.

For the services set forth in the Statement of Work (or "SOW") and this Order Form, Kronos agrees to complete the services, as described in the SOW for the fixed fee set forth herein, unless additional hours are required to complete such services due to a material change in the scope of the project, Customer delay in fulfilling its obligations, or as a result of a change in the complexity of the original scope of services based on information unknown at the time the parties entered into the SOW. Any such additional hours shall be agreed upon by the parties pursuant to an amendment as set forth in Section XII. B. of the Agreement. If Kronos has not invoiced for the entire fixed fee amount as set forth in the SOW (and any amendments, if applicable) upon completion of the services, Kronos will invoice Customer for any remaining fees up to the fixed fee amount and Customer shall pay such fees upon the payment terms agreed upon by the parties. A 20.0% professional services risk premium for the fixed fee scope has been added for unforeseen complexities required to complete the scope as defined in the SOW. All services shall be invoiced in accordance with the terms of the Agreement unless otherwise specified in the SOW.

If Customer terminates the professional services for convenience as provided for in this Agreement, Customer will be responsible to pay for all milestones completed as well as a pro-rata portion of any milestones in progress calculated by multiplying Kronos' then-current hourly rate by the number of actual service hours performed by Kronos toward completion of the in-progress milestone, not to exceed the amount of the milestone.

Milestone payments outlined in Statement of Work signed concurrently with this order form.

SaaS Services

Billing Frequency: Monthly in Arrears

Product Name	Quantity	PEPM	Monthly Price
UKG DIMENSIONS TIMEKEEPING HOURLY	320	USD 8.06	USD 2,579.20
UKG DIMENSIONS ABSENCE	320	USD 2.02	USD 646.40
UKG DIMENSIONS ADVANCED SCHEDULING	320	USD 2.02	USD 646.40
UKG DIMENSIONS ANALYTICS	320	USD 1.62	USD 518.40
UKG DIMENSIONS TIMEKEEPING HOURLY	155	USD 8.06	USD 1,249.30
UKG DIMENSIONS ABSENCE	155	USD 2.02	USD 313.10
UKG DIMENSIONS ADVANCED SCHEDULING	155	USD 1.62	USD 313.10
UKG DIMENSIONS ANALYTICS	155	USD 2.02	USD 251.10
Total Price			USD 6,517.00

SaaS Services

Billing Frequency: Monthly in Arrears



Product Name	Quantity	PEPM	Monthly Price
UKG DIMENSIONS TIMEKEEPING HOURLY	320	USD 8.06	USD 2,579.20
UKG DIMENSIONS ABSENCE	320	USD 2.02	USD 646.40
UKG DIMENSIONS ADVANCED SCHEDULING	320	USD 2.02	USD 646.40
UKG DIMENSIONS ANALYTICS	320	USD 1.62	USD 518.40
UKG DIMENSIONS TIMEKEEPING HOURLY	155	USD 8.06	USD 1,249.30
UKG DIMENSIONS ABSENCE	155	USD 2.02	USD 313.10
UKG DIMENSIONS ADVANCED SCHEDULING	155	USD 1.62	USD 313.10
UKG DIMENSIONS ANALYTICS	155	USD 2.02	USD 251.10
Total Price			USD 6,517.00

Education Services – KnowledgeMap Live

Billing Frequency: Annual in Advance

Item	Quantity	Total Price
KnowledgeMap Live ENT 1st Year Training	10	USD 0.00
KnowledgeMap Live ENT Subscription	5	USD 0.00
KnowledgeMap Live 5 Pack 1st Year Training	5	USD 0.00
KnowledgeMap Live 5 Pack Subscription	5	USD 0.00
KnowledgeMap Live 5 Pack 1st Year Training	5	USD 0.00
KnowledgeMap Live 5 Pack Subscription	5	USD 0.00
KnowledgeMap Live 5 Pack 1st Year Training	5	USD 0.00
KnowledgeMap Live 5 Pack Subscription	5	USD 0.00
KnowledgeMap Live 5 Pack Subscription	5	USD 0.00
Total Price		USD 0.00

Fixed Fee

Billing Frequency: Billed based on defined milestone

Item	Billing Role	Quantity	Unit Price	Total Price
UKG DIMENSIONS FF ONBOARDING SERVICES	Grouped	1	USD 344,850.00	USD 344,850.00
UKG DIMENSIONS FF ONBOARDING SERVICES	Grouped	1	USD 5,100.00	USD 5,100.00
Total Price				USD 349,950.00

Quote Summary



Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 6,517.00

Item	Total Price
Purchased Training	USD 0.00

Item	Total Price
Total Fixed Fees	USD 349,950.00

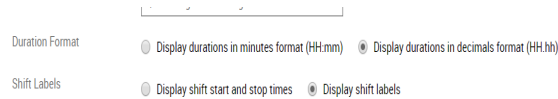
Exhibit J

Functional Requirements Matrix

In the Functional Requirements Matrix below, Contractor has confirmed in the affirmative (in column 3) that the application listed (in column 4) does meet the requirement with standard functionality (in column 2).

Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application
	Basic Functionality		
1.0	Electronically create and manage timestamps and timecards. System should be able to record, track, and manage when employees come and go, how many hours they work, their time-off requests, and job tracking (project or task) on a timecard.	<p>Yes. This is core functionality available across all platforms.</p> <p>The automation of critical workforce processes such as timekeeping, scheduling, and leave management is still at the core of the most effective workforce management solutions. But to be future-ready, a new solution needs to leverage the latest smart technologies. Based on our long history of delivering workforce innovation, Workforce Dimensions™ represents the next generation of workforce technology. Supported by our decades of domain knowledge and powered by our industry-first Kronos D5™ platform, Workforce Dimensions provides a breakthrough employee experience and an unprecedented level of operational insight into your workforce management practices, allowing you to:</p> <ul style="list-style-type: none"> • Work your way to empower and engage your workforce — from any place on any device • Work smarter by streamlining workforce management practices and 	TimeKeeping

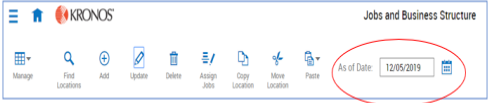
Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application
		<p>providing insights for delivering better business outcomes</p> <ul style="list-style-type: none"> • Work in a modern cloud that leverages new technologies and works seamlessly with your existing systems <p>Combining more than 40 years of global domain expertise with the latest in cloud computing technology and refined by thousands of ongoing CAB strategy discussions, prototype development, and onsite customer testing, Kronos redefined the future of workforce management with Workforce Dimensions. Every facet of the platform, from a breakthrough user interface (UI) to its embedded artificial intelligence (AI) and machine learning algorithms, has been re-imagined to help organizations drive better business outcomes.</p> <p>Every dimension is designed to help you optimize your most valuable resource</p> <p>Kronos has a long history of delivering workforce innovations that help organizations manage technological change and shape their future of work, making us uniquely qualified to envision next-generation solutions that leverage new dimensions in work. And it is this vision on which Workforce Dimensions is built. Whether your goals are to increase productivity, improve compliance, control</p>	

Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application
		<p>labor costs, or achieve better business outcomes through engaged employees, you can rely on Kronos more than any other vendor to help manage your workforce. And with Workforce Dimensions, you now have the technology tools you need — built on the vast power of evolving technologies — to manage your workforce of the future today. Please see the following attachment: Workforce Dimensions - Solution Guide.pdf</p>	
	Advanced Functionality		
1.1	Data related to time displayed in decimals or minutes and may be profiled by user group.	<p>Yes. This is configured in the Display Profile assigned to the user.</p>  <p>The screenshot shows two sections: 'Duration Format' and 'Shift Labels'. Under 'Duration Format', there are two radio buttons: 'Display durations in minutes format (HH:mm)' (which is selected) and 'Display durations in decimals format (HH.hh)'. Under 'Shift Labels', there are two radio buttons: 'Display shift start and stop times' (which is selected) and 'Display shift labels'.</p>	Time Keeping
1.2	Timestamps subject to customizable rounding rules, including grace periods.	Yes. This is core functionality available across all platforms.	Time Keeping
1.3	Account Transfers displayed as timestamps with In and Out designations	Yes. This is core functionality available across all platforms.	Time Keeping
1.4	Timestamps recorded in auditable format to include punch origin by device, IP and geographical location; as applicable.	Yes. This is core functionality available across all platforms.	Time Keeping
1.5	Timecard display of actual timestamp and duration of hours worked for the period specified by the user.	Yes. This is core functionality available across all platforms.	Time Keeping

Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application
1.6	Employee and manager to view timecard exceptions and notifications to include: Absent, Late In, Late Out, Cancelled Meal Deduction, Missed lunch.	Yes. This is core functionality.	Time Keeping
1.7	Timecard display of hours, by labor account, by pay code, by day, and/or by specified category.	Yes. This is core functionality available across all platforms.	Time Keeping
1.8	Employee and manager to view available accruals on timecard.	Yes. This is core functionality available across all platforms.	Time Keeping/Absence
1.9	Employee and manager to view electronic timecard corrections applied historically to previous pay periods.	Yes. This is core functionality available across all platforms.	Time Keeping
1.10	Timecard data and related attributes visible from all timekeeping devices.	Yes. This is core functionality available across all platforms.	Time Keeping
1.11	Populate timecard with data elements from schedules such as Pay Code Edits and Labor Account Transfers.	Yes. This is core functionality available across all platforms.	Time Keeping
1.12	Pay code profiles to individual users based on the security configuration	Yes. This is core functionality available across all platforms.	Time Keeping
1.13	User to edit/modify a configurable selection of pay codes controlled by system security access rights.	Yes. This is core functionality available across all platforms.	Time Keeping
1.14	Edit (move) durations of time from one pay code to another pay code and within labor accounts.	Yes. This is core functionality available across all platforms.	Time Keeping
1.15	Manager to approve a timecard from the electronic timecard view.	Yes. This is core functionality available across all platforms.	Time Keeping
1.16	Employee and manager to view both numeric code and description name in Labor Account by hour.	Yes. This is core functionality available across all platforms.	Time Keeping

Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application
1.17	Manager and administrative user to add, delete, or modify timecard data.	Yes. This is core functionality available across all platforms.	Time Keeping
1.17a	Attach to any edit or add, a preconfigured or free form comment.	Yes. This is core functionality available across all platforms.	Time Keeping
1.17b	Correct previously processed pay periods in order to credit or debit the current pay period totals as set forth in section 6.12.	Yes. This is core functionality available across all platforms. The historical corrections feature provides the ability to adjust a timesheet that has been signed-off or had a payroll lock executed. A payroll administrator or authorized user may perform a historical edit to add, move or delete a pay code edit for a locked period providing they have been given access rights to do so.	Time Keeping
1.17c	Display multiple employees on a single screen, filtered by custom groupings.	Yes. This is core functionality available across all platforms.	Time Keeping
1.17d	Edit, add, or delete timecard data for multiple employees within one function.	Yes. This is core functionality available across all platforms.	Time Keeping
1.17e	Approve/Attest to an employee timecard for a pay period and/or range of dates from the timecard view.	Yes. This is core functionality available across all platforms.	Time Keeping
1.17f	Approve/Attest multiple employee timecards for a pay period from a single screen view in a single function.	Yes. This is core functionality available across all platforms.	Time Keeping
2	MINIMUM SYSTEM FUNCTIONALITY – Organizational Mapping & Labor Account Validation		
	Basic Functionality		

Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application
2.0	Configure organizational mapping for the purpose of job costing and labor account use validation.	Yes. This is core functionality available across all platforms. In Workforce Dimensions, Business Structures represent the logical structure of an organization as it concerns staffing. It contains a hierarchy of locations that contain jobs to which an employee may be assigned and allocate time against.	Time Keeping
	Advanced Functionality		
2.1	Configure locations, tasks, and jobs into system descriptions (alpha naming) or code (numeric naming).	Yes. This is core functionality available across all platforms.	Time Keeping
2.2	Map the organization's labor structure into locations, tasks, and jobs to establish a valid labor account.	Yes. This is core functionality available across all platforms.	Time Keeping
2.3	Add/expire locations, tasks, and jobs within the organizational map.	Yes. In Workforce Dimensions, Business Structures represent the logical structure of an organization as it concerns staffing. It contains a hierarchy of locations that contain jobs and tasks to which an employee may be assigned and allocate time against.	Time Keeping
2.4	Schedule shifts and/or code hours worked according to a preconfigured organizational map.	Yes. This is core functionality available across all platforms.	Time Keeping
2.5	Build/configure and assign to employee profiles, labor account sets based upon the organizational map structure.	Yes. This is core functionality available across all platforms.	Time Keeping
2.6	Employees to utilize assigned labor, for the purpose of performing job transfers at timekeeping devices.	Yes. This is core functionality available across all platforms.	Time Keeping

Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application
2.7	Capture a view of historical organizational mapping.	<p>Yes. All levels in a Business Structure are date effective and reported in point of time.</p> 	Time Keeping
3	MINIMUM SYSTEM FUNCTIONALITY – Labor Accounts and Job Costing		
	Basic Functionality		
3.0	<p>Assign different default labor accounts to an employee based on multiple locations, tasks and positions.</p> <p>System should be able to track, manage, and reconcile hours to jobs and/or projects.</p>	<p>Yes. This is core functionality available across all platforms.</p> <p>The application can do real-time cost center changes as the employee moves from project to project or you can have a standard template allocation set up to do the allocation. Employees or managers can allocate time to various cost centers. Workforce Dimensions provides a Business Structure which is made up of Types (Examples Company, Division, Site), Locations and Jobs. In conjunction you can also use cost centers and labor categories.</p>	Time Keeping
	Advanced Functionality		
3.1	Have multiple configurations for a single labor account profile.	Yes. This is core functionality available across all platforms.	Time Keeping

Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application
3.2	Restrict employee access based on their assigned labor account profile.	Yes. This is core functionality available across all platforms.	Time Keeping
3.3	Perform account transfers to and from home labor accounts using a list view from the system showing assigned labor accounts. Must be viewable from any platform.	Yes. This is core functionality available across all platforms.	Time Keeping
3.4	Distribute labor hours in a .csv output file that uses a unique code associated to every labor account.	Yes. Codes can be assigned to Business Structure elements.	Time Keeping
3.5	Construct an ad hoc labor account from unmapped locations, tasks and jobs.	No. All labor accounts must be contained in the Business Structure tables.	Time Keeping
3.6	Assign job costing to locations.	Yes. This is core functionality available across all platforms.	Time Keeping
3.7	Assign locations, tasks, and positions to job cost code(s).	Yes. This is core functionality available across all platforms.	Time Keeping
3.8	Create conditions which will automatically determine the job cost code based on locations, tasks, and positions.	Yes. Workforce Dimensions supports multi-tier labor allocations to post actual employee cost to GL. The solution includes cost center tree functionality utilizing a parent-child methodology.	Time Keeping
4	MINIMUM SYSTEM FUNCTIONALITY – Pay Policies	Yes, No, or Option	List where this functionality is available
	Basic Functionality		
4.0	Define multiple methods of pay rules for a variety of timekeeping groups.	Yes. This is core functionality available across all platforms. Workforce Dimensions provides a very powerful and highly configurable rules engine that has proven the ability to support the	Time Keeping

Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application
		<p>most complex pay requirements. Pay rule configuration is based on a series of parameter-driven building blocks and does not require the use of SQL or any programming language. This building block approach can be managed by the power or business user and provides a simple approach to pay rule configuration while allowing for both reuse of components and maximum flexibility. Lower level building blocks are aggregated into a work rule, which along with additional building blocks, is associated to a pay rule. The pay rule is then assigned to the employee and can be date effective, if appropriate. Typically, a number of pay rules will be configured, leveraging both common and unique building blocks, which will then be assigned to various user groups with different pay requirements.</p>	
	Advanced Functionality		
4.1	Define holidays and credit rules for holidays.	<p>Yes. This is core functionality available across all platforms.</p> <p>The Workforce Dimensions offers you the ability to configure and build rules to ensure accurate payment of statutory holidays, including time worked and paid, lieu days and part time calculations of statutory holidays. A pay rule defines how an employee is paid and</p>	Time Keeping

Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application
		is typically configured based on collective agreement language or hospital policy. Part of this rule is how statutory holidays are paid. An accrual policy (a set of accruals and rules calculations) is also defined to provide the ability for employees to bank statutory holiday lieu days and float days.	
4.2	Configure rules for holidays, shift differentials, weekend differentials, days in the schedule, days worked, etc.	Yes. This is core functionality available across all platforms.	Time Keeping
4.3	Define productive and non-productive pay codes with customizable multipliers, weights and definition of combination pay codes.	Yes. This is core functionality available across all platforms.	Time Keeping
4.4	Define pay code mapping and display (hours, days, value).	Yes. This is core functionality.	Time Keeping
4.5	Configure shift guarantees, shift guarantees per zone, schedule, or job.	Yes. This is core functionality available across all platforms.	Time Keeping
4.6	Configure percent allocation to pay rules for individual profiles.	Yes. This is core functionality available across all platforms.	Time Keeping
4.7	Define overtime rules, overtime processing order, and overtime combinations.	Yes. This is core functionality available across all platforms.	Time Keeping
4.8	Configure pay rule processing order and configure pay rule combinations.	Yes. This is core functionality available across all platforms.	Time Keeping
4.9	Assign and configure combination pay rules that cascade and abide by a configurable processing order.	Yes. This is core functionality available across all platforms.	Time Keeping
4.10	Configure restrictions and alerts to approvals and sign-offs that are dependent upon configurable pay rule requirements. Examples include: prevent	Yes. This is core functionality.	Time Keeping

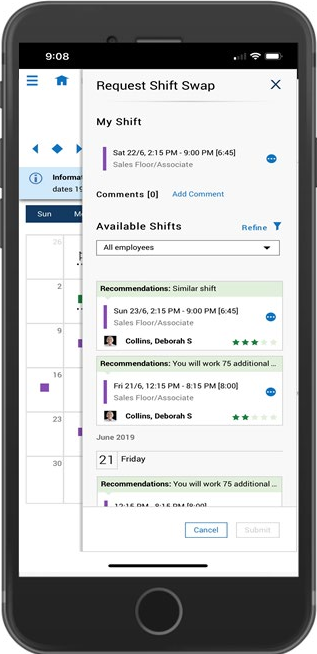
Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application
	sign-off on timecards with exceptions—missing time, missing punch, unexcused absence, unreviewed time.		
4.11	Automatically resolve flagged items due to pay rule restrictions.	Yes. Workforce Dimensions contains workflow to assist in auto-resolving exceptions and restrictions.	Time Keeping
4.12	Configure rules of exception that can be applied to timestamping on unscheduled days, shift duration thresholds, timestamp start/end, and break durations.	Yes. This is core functionality available across all platforms.	Time Keeping
4.13	Configure timestamp rounding rules. Examples include: timestamps with or without schedules, start and end timestamps, and timestamps resulting from time-off requests.	Yes. This is core functionality available across all platforms.	Time Keeping
4.14	Configure rounding rules with defined grace periods and/or change points.	Yes. This is core functionality available across all platforms.	Time Keeping
4.15	Configure multiple rounding rule profiles.	Yes. This is core functionality available across all platforms. The solution takes a parameter-driven approach to the configuration of the rules within the solution. The rounding rule building block provides the ability to define a set of rules for rounding punches or rounding intervals. Multiple rounding rules may be configured to handle different rounding requirements within the organization. This would result in one rounding rule being configured to apply rounding to the quarter hour (15 min rounds), one for the closest-tenth (6 min rounds), and one for real-time	Time Keeping

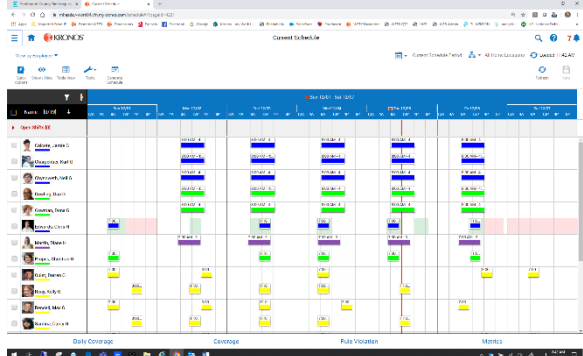
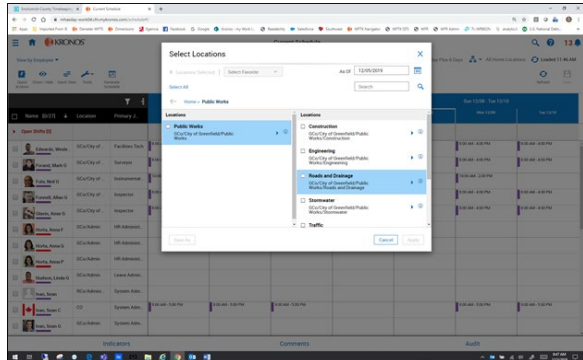

Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application
		(no round, pay on the minute). Additional rounds may be defined for the (punched) meal rules. Security profiles determine the access users have within the system and who be used to determine which users have access to the timekeeping building block configuration area.	
4.16	Categorize hours worked as “deviation from schedule” rather than overtime or regular.	Yes. This is core functionality available across all platforms.	Time Keeping
4.17	Calculate deviation from schedule to overtime or regular when required 40 hours within scheduled week are met.	Yes. This is core functionality available across all platforms.	Time Keeping
4.18	Configure wage levels, adjustments, and multipliers for individuals and for groups.	Yes. This is core functionality available across all platforms.	Time Keeping
4.19	Incorporate work history to build qualifiers that influence the following: pay rules, credit rules, wage adjustments, and overtime rules.	Yes. This is core functionality.	Time Keeping
5	MINIMUM SYSTEM FUNCTIONALITY – Shift Scheduling and Staffing Requirements		
	Basic Functionality		
5.0	Ability to: <ul style="list-style-type: none"> • Schedule employees by the beginning and ending of shifts. • Build shift staffing requirements by headcount or volume by shift duration and location. 	Yes. Workforce Dimensions Scheduler enforces scheduling rules and policies — automatically and consistently — to help you avoid employee grievances, litigation, and fines. Workforce Dimensions makes it easy to build accurate schedules that align staff coverage to anticipated demand. That way,	Time Keeping/Advanced Scheduling

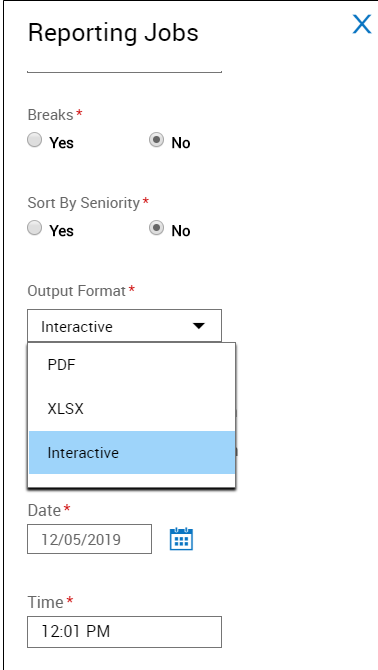
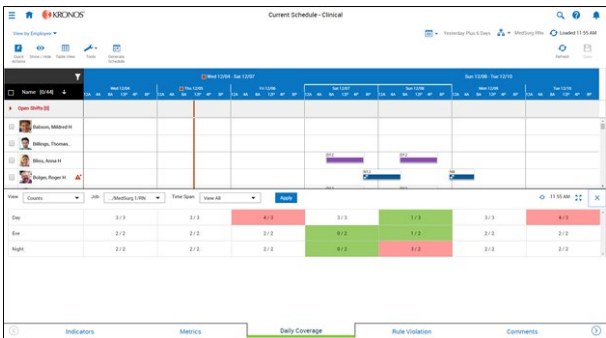
Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application
	<ul style="list-style-type: none"> • Configure scheduling rules that prohibit scheduling staff for specified days and/or hours of work. • Identify key indicators to measure and evaluates service levels provided within a schedule, such as shift coverage, efficiency and labor. • Generate and assign employee schedules, manage time off issues (including tracking accruals and handling the request and approval process). 	<p>you can minimize the wasteful over-staffing, reliance on contract workers, and overtime pay that can send labor costs soaring. Automated alerts notify you when schedules exceed budget limits so you can make appropriate adjustments to keep labor costs in check.</p>	
	Advanced Functionality		
5.1	Create single shift templates to include shift start/stop with a custom naming field.	Yes. Workforce Dimensions provides the ability to create shift templates.	Time Keeping
5.2	Create shift pattern templates to include shift start/stop by day of week with optional entry of labor account and pay rule.	Yes. The solution supports the definition of Shift Templates and Pattern Templates to allow users to quickly apply frequently used shifts and repeatable patterns of shifts, respectively. Shift Templates represent a specific start and end time of a shift. Pattern Templates represent the shifts assigned to the specified period of days or weeks.	Time Keeping
5.3	Assign schedule rotation to a shift pattern template.	Yes. Workforce Dimensions provides full support for fixed and rotating schedules for any group of employees. A flexible pattern editor supports creation of any rotation pattern, which may then be assigned to any number of employees.	Time Keeping

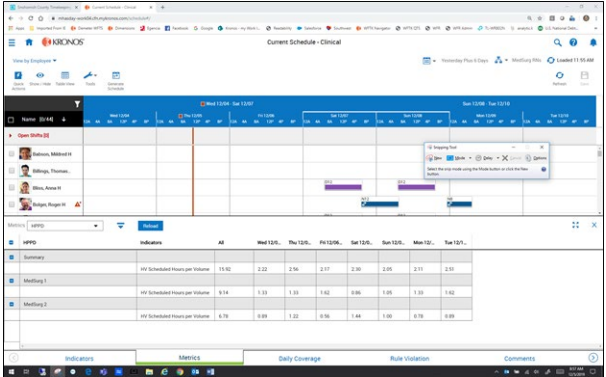
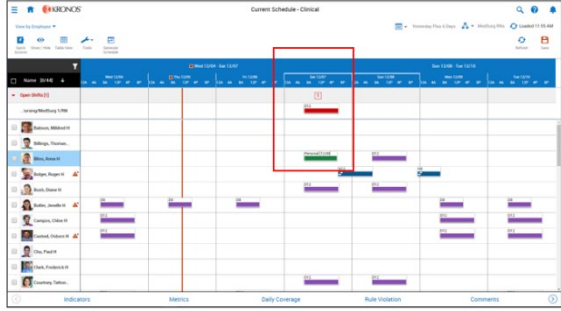
Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application
5.4	Configure availability templates for assignment to an employee; indicating schedule preferences for days of week, shift times and shift locations.	Yes. Within Workforce Dimensions, Availability gives employees and managers the ability to classify times when the employee has agreed to be scheduled, times when the employee prefers to be scheduled, and times when the employer has agreed not to schedule the employee. By default, all employees are assigned the availability of "unknown" for all times on all days.	Time Keeping/Advanced Scheduler
5.5	Override a scheduled shift with a pay code edit, to include options to override whole or partial shift duration.	Yes. This is core functionality.	Time Keeping
5.6	Split a shift into multiple segments with varying labor accounts and pay rule assignments.	Yes. This is core functionality.	Time Keeping
5.7	Create a shift by either assignment of a shift template or by keyboard entry to a calendar day within the scheduling module.	Yes. This is core functionality.	Time Keeping
5.8	Assign a single shift to multiple employees with a single function tool.	Yes. Workforce Dimensions has a quick actions tool bar allows users to assign, unassign or amend shifts with a simply click on employees or multiple employees.	Time Keeping
5.9	Swap a single shift between two employees with a single function tool.	Yes. Yes, fully supported. Workforce Dimensions delivers Shift Swap functionality with Artificial Intelligence (AI). Given the typical inefficiencies of traditional and frustrating shift swap routines, a set of recommended swaps, which enforce organizational rules and account for employee preferences, can save significant	Time Keeping/Advanced Scheduler


Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application
		<p>employee time and frustration. Workforce Dimensions utilizes AI, which combines an optimization routine that checks for rule violations, overtime, and other observable consequences with a machine learning approach that considers an employee's preferences.</p> <p>An employee initiates the shift swap process by selecting the shift they wish to swap and sending a request to an AI recommended employee. When that employee responds positively, the request is (optionally) sent to the manager for approval. Once the manager responds - positively or negatively, both employees will receive a message to complete the workflow. When the swap is accepted by the manager, the schedule is automatically updated.</p> <p>The AI within the solution provides recommendation as to who the best fit employee would be to swap with, based on historical behavioral patterns. Swap recommendations can include a myriad of options such as:</p> <ul style="list-style-type: none"> - Similar Shift - Prefer working as job - Similar skills and certifications 	

Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application
			
5.10	Configure schedule groups to provide for the assignment of employees for scheduling purposes.	Yes. Workforce Dimensions supports schedule groups. Employees assigned to a schedule group inherit the attributes of the group schedule.	Time Keeping
5.11	View employee shifts in a single view for a specified range of dates, labor location or schedule group.	Yes. Workforce Dimensions Schedule Planner.	Time Keeping

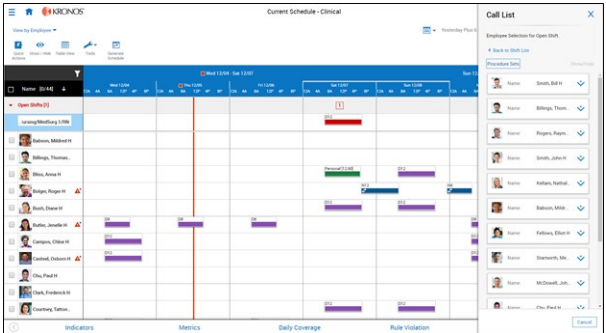
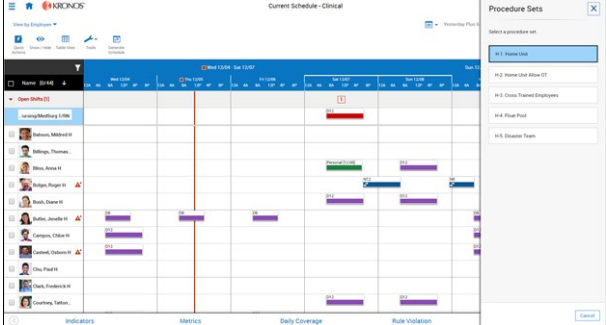
Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application
			
5.12	Schedule shifts for locations as specified in an organizational mapping structure. (See Section 2.2).	Yes. This is core functionality.	Time Keeping
5.13	Configure scheduling locations as specified in an organizational mapping structure. (see Section 2.2) Scheduling locations to be available as a filter option for viewing schedules limited to the specified location.	Yes. This is core functionality. 	Time Keeping
5.14	Lock schedules to prevent editing or modifications.	Yes. This is core functionality. 	Time Keeping
5.15	Export schedules to .xls and .csv formats.	Yes. This is core functionality.	Time Keeping

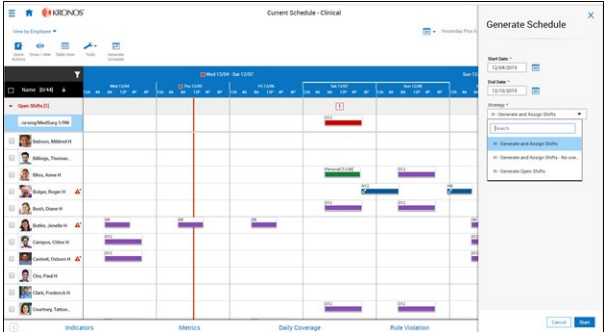
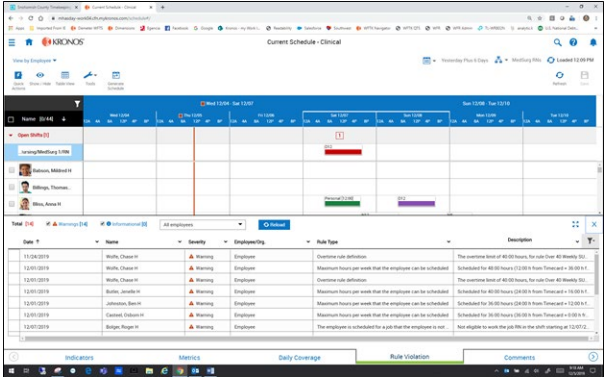
Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application																
		 <p>The screenshot shows a 'Reporting Jobs' dialog box with the following options:</p> <ul style="list-style-type: none"> Breaks: <input type="radio"/> Yes <input checked="" type="radio"/> No Sort By Seniority: <input type="radio"/> Yes <input checked="" type="radio"/> No Output Format: A dropdown menu with 'Interactive' selected, and options for PDF and XLSX. Date: 12/05/2019 Time: 12:01 PM 																	
5.16	Calculate the difference between shift staffing requirements by location and actual scheduled shifts for the same location.	<p>Yes. Scheduler Planner - Daily Coverage</p>  <p>The screenshot shows the 'Scheduler Planner - Daily Coverage' interface. It displays a grid of staffing requirements and actual coverage for different shifts (Day, Eve, Night) across multiple days. A summary table at the bottom shows the following data:</p> <table border="1"> <thead> <tr> <th>Shift</th> <th>Req</th> <th>Act</th> <th>Diff</th> </tr> </thead> <tbody> <tr> <td>Day</td> <td>3/2</td> <td>3/2</td> <td>0/0</td> </tr> <tr> <td>Eve</td> <td>3/2</td> <td>3/2</td> <td>0/0</td> </tr> <tr> <td>Night</td> <td>3/2</td> <td>3/2</td> <td>0/0</td> </tr> </tbody> </table>	Shift	Req	Act	Diff	Day	3/2	3/2	0/0	Eve	3/2	3/2	0/0	Night	3/2	3/2	0/0	Time Keeping
Shift	Req	Act	Diff																
Day	3/2	3/2	0/0																
Eve	3/2	3/2	0/0																
Night	3/2	3/2	0/0																

Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application
5.17	Display to the user schedule metrics, specifically over and under coverage for a specified labor location.	Yes. Schedule Planner – Metrics 	Time Keeping
5.18	Display to the user, shifts by location which are not covered and are vacant per the calculation of shift staffing requirements and actual schedules.	Yes. Schedule Planner - Open Shifts. 	Time Keeping/Advanced Scheduler
5.19	Override a scheduled shift and to display as a vacant shift when pay code edit overrides the schedule.	Yes. Schedule Planner - Add a Pay Code. 	Time Keeping

		<div><h3>Add Paycode ✕</h3><div><p>Bliss, Anna H RN .../MedSurg 1/RN ℹ</p></div><p>Effective Date * <input type="text" value="12/07/2019"/> 📅</p><p>Paycode * <input type="text" value="Personal"/> ▾</p><p>Start Time * <input type="text" value="7:00 AM"/></p><p>Duration * <input type="text" value="Full Schedule Day"/> ▾</p><div style="border: 2px solid red; padding: 5px;"><p><input type="checkbox"/> Override Accrual Days <input type="text"/></p><p><input checked="" type="checkbox"/> Override Shift <input checked="" type="radio"/> Whole Shift <input type="radio"/> Partial Shift</p><p><input checked="" type="checkbox"/> Create Open Shift</p></div><p>Repeat For <input type="text" value="1"/> Days</p><p>Transfer <input type="text"/></p><p>Comments [0] Add Comment</p><p><input type="button" value="Cancel"/> <input type="button" value="Apply"/></p></div>	
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Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application
5.20	Configure standard skills and certifications related to scheduling.	Yes. Workforce Dimensions has a schedule assist tool to ensure that the right employee will be scheduled at the right place and the right time. Managers are presented with instant access to essential decision-making criteria, including staffing requirements, actual hours worked, employee skills and certifications , employee availability and preferences, who's approaching overtime, seniority, and more. The list of employees displayed is ranked or prioritized according to the criteria the organization selects as most important.	Time Keeping/Advanced Scheduler
5.21	Assign all applicable required skills and certifications to a shift and labor location.	Yes. Workforce Dimensions has a schedule assist tool to ensure that the right employee will be scheduled at the right place and the right time. Managers are presented with instant access to essential decision-making criteria, including staffing requirements, actual hours worked, employee skills and certifications , employee availability and preferences, who's approaching overtime, seniority, and more. The list of employees displayed is ranked or prioritized according to the criteria the organization selects as most important.	Time Keeping/Advanced Scheduler
5.22	Configure schedule preference templates which may be assigned to employee profiles. Schedule preference templates will include the employees'	Yes. Within Workforce Dimensions, Availability gives employees and managers the ability to classify times when the	Time Keeping/Advanced Scheduler

Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application
	availability for shift scheduling such as; preferred, not available, available and unknown.	employee has agreed to be scheduled, times when the employee prefers to be scheduled, and times when the employer has agreed not to schedule the employee. By default, all employees are assigned the availability of "unknown" for all times on all days.	
5.23	Display unscheduled employees who may qualify to be scheduled within vacant shifts.	Yes. Scheduler Planner - Call List. 	Time Keeping/Advanced Scheduler
5.24	Display scheduled employees who may qualify to be scheduled within vacant shifts.	Yes. Schedule Planner - Call List - Procedure Set 	Time Keeping/Advanced Scheduler

Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application
5.25	Filter/match scheduled and unscheduled employees by various elements including, but not limited to: seniority, overtime hours in a period, qualification, skills and certifications, schedule preference and home labor account.	Yes. Schedule Planner - Call List - Procedure Set. Refer to screen capture from 5.24.	Time Keeping/Advanced Scheduler
5.26	Auto-generate schedules based on scheduling rules.	Yes. Schedule Planner - Generate Schedules 	
5.27	Configure custom warnings for scheduling rule violations.	Yes. Schedule Planner - Rules Violations 	Time Keeping
5.28	Trigger warnings for scheduling rule violations.	Yes. Warning are triggered automatically, real-time.	Time Keeping

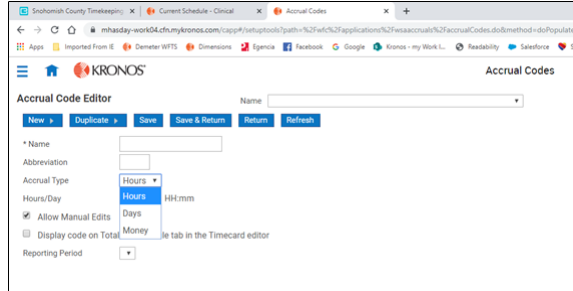
Reqmt #	Heading / Description	Does Kronos meet requirement w/standard functionality	Kronos Application
5.29	Configure standard call list rules based on various rules defined in section 5.27.	Yes. This is core functionality.	Time Keeping/Advanced Scheduler
5.30	Ability to display a list of employees available to work a selected vacant shift based on the applicable call list procedure.	Yes. This is core functionality.	Time Keeping/Advanced Scheduler
5.31	Visually display the indicators identified in 7.32 (e.g., in graph format and data/report format).	Yes. This is core functionality. Turn information into insight in seconds with embedded analytics. Through the Kronos D5™ platform, Workforce Dimensions™ lets you access all your data and offers powerful tools for real-time visualization and reporting. Data views in Workforce Dimensions provide managers with real-time access to all operational data. They can be sorted, filtered, and grouped at any level of detail. Charts and graphs can be easily created to visualize the data, drilled down into to further analyze issues, and even exported for inclusion as tiles on your home screen or in reports. Workforce Dimensions reports are interactive and include conditional formatting to highlight where issues and opportunities exist. An intuitive reporting engine lets you easily build or modify standard reports.	Time Keeping
6	MINIMUM SYSTEM FUNCTIONALITY – Accruals		
	Basic Functionality		

6.0	Configure paid and non-paid time off codes for the purpose of granting and debiting leave time.	<p>Yes. This is core functionality available across all platforms.</p> <p>The accruals solution is real-time and allows you to define and implement your company's accrual policies. An accrual is any amount of time or money that employees earn or accrue, based on your company's accrual policies. Common examples are time for vacation, sick, personal, and floating holidays. Employees can also accrue money for bonuses, travel allowances, or uniforms.</p> <p>Accruals are configured using accrual codes, accrual rules, accrual rule building blocks, and date patterns as follows:</p> <ul style="list-style-type: none"> • Accrual codes identify the accrual balances. These codes are categories or "buckets" that hold accrual balances, such as the total number of hours, days, or money. These codes identify they types of accrual balances, such as vacation, sick, or uniforms. • Accrual rules govern how employees accrue time or money are created from building blocks. These rules define how and when balances that are associated with accrual codes are credited and debited. These rules govern how employees accrue time or money, or both. • Accrual rules also define preset amounts and predefined intervals for 	Time Keeping / Absence
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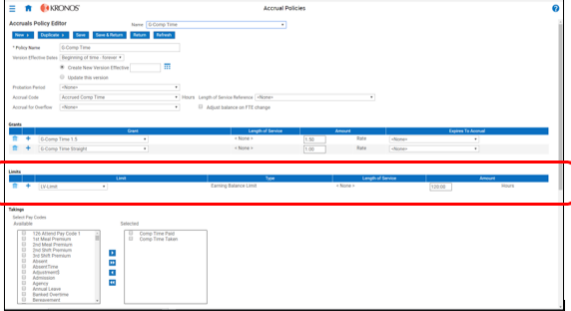
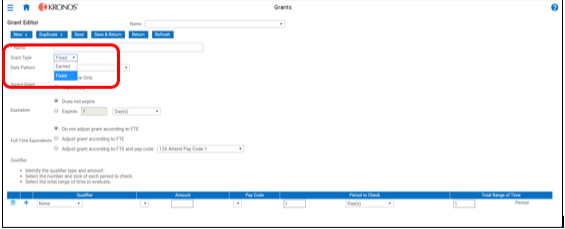
		<p>adjusting accrual balances or codes. For example, an accrual rule can specify when to credit a vacation balance by 10 hours or credit a sick balance by 3 days. These preset amounts can be automatically increased or decreased at specific milestones. For example, on the employee's fifth-year anniversary, the preset amount can increase to 20 hours each month.</p> <ul style="list-style-type: none">• Date patterns govern when the accrual balances are incremented. The 15th of each month, the first day of the pay period, each year on an employee's date or hire, and January 1st of each year are examples of predictable sequences of dates. Accrual balances are adjusted according to date patterns.• Fixed grants credit balances in preset amounts at predefined intervals.• Earned grants create accrual balances based on earning pay codes.• Grant qualifiers test for specific conditions, such as the minimum number of days worked or the maximum number of hours worked in a pay code, before adjusting an accrual code.	
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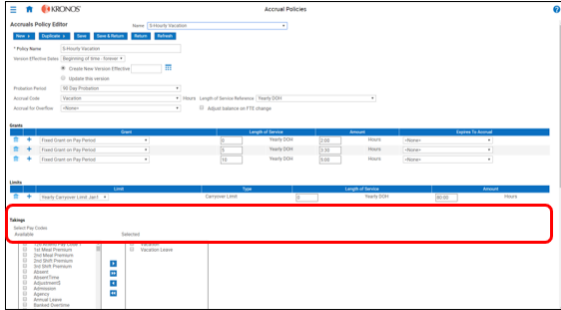
		<ul style="list-style-type: none">• Taking and earning limits govern balance limits for accruals. For example, an accrual rule for vacation can include a taking limit that specifies that the employee cannot take more than 80 hours of vacation in a one-month interval. When pay code edits exceed the taking limit, either a warning is sent or the pay code edit is disallowed, or both.• Taking rules specify which pay codes are used to make deductions. For example, if an employee takes 20 hours of vacation, the system uses the deducting pay code Vacation to debit the Vacation accrual code by 20 hours.• Carryover limits govern how accruals can limit the amount of time or money, or both, that can be carried over from one interval to another. For example, an accrual rule can include a carryover limit that resets the accrual codes.• Probation periods govern when accrued time or money can be used within a specified time frame. For example, most companies have a probation period for new hires. During this probation period, the employee accrues vacation time but cannot take	
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		the time until successfully completing the probation period.	
	Advanced Functionality		
6.1	Define accrual codes.	Yes. This is core functionality available across all platforms.	Time Keeping/Absence
6.2	Configure accrual takings and earnings, amounts, and limits or restrictions.	Yes. This is core functionality available across all platforms.	Time Keeping/Absence
6.3	Configure accruals in decimals, minutes, and/or days.	Yes. The accruals solution is real-time and allows you to define and implement your company's accrual policies. An accrual is any amount of time or money that employees earn or accrue, based on your company's accrual policies. Common examples are time for vacation, sick, personal, and floating holidays. Employees can also accrue money for bonuses, travel allowances, or uniforms.	Time Keeping/Absence
6.4	Configure limits to accrual takings and earnings such as: <ul style="list-style-type: none"> • Overdrafts • Configurable dates or date patterns • Individual dates such as seniority, hire, and probation dates. 	Yes. This is core functionality available across all platforms.	Time Keeping/Absence



6.5	<p>Define and change dates that are in the employee profile which interfaces with the leave management module such as:</p> <ul style="list-style-type: none"> • Hire date • Re-hire date • Seniority date • Probationary start/end date • Assignment start/end date. 	Yes. This is core functionality available across all platforms.	Time Keeping/Absence
6.6	Configure accrual policy patterns based on defined dates.	Yes. This is core functionality available across all platforms.	Time Keeping/Absence
6.7	<p>Configure notifications and alerts based on earnings, takings, and limits such as:</p> <ul style="list-style-type: none"> • Balance approaching zero(0) • Earning approaching limit, etc. 	Yes. Taking and earning limits govern balance limits for accruals. Workforce Dimensions can be configured to stop accrual takings when max accrual is reached. The solution can also alert both employees and managers when approaching accrual limit or once the limit has been reached.	Time Keeping/Absence
6.8	Configure dates in relation to employee's length of service and interface with system's leave management module.	Yes. This is core functionality available across all platforms.	Time Keeping/Absence
6.9	View and project accrual balance earnings and taking with or without applied leave cases.	Yes. This is core functionality available across all platforms.	Time Keeping/Absence
6.10	Combine configurable accrual policies and processing rules.	Yes.	Time Keeping/Absence
6.11	Configure accrual pay outs based on triggers such as calendar date and/or accrual balance	Yes. Accrual Policy - Limits.	Time Keeping/Absence

			
<p>6.12</p>	<p>Ability to correct previously processed pay periods in order to credit or debit the current pay period totals as described in 1.17b.</p>	<p>Yes. This is core functionality. The historical corrections feature provides the ability to adjust a timesheet that has been signed-off or had a payroll lock executed. A payroll administrator may perform a historical edit to add, move or delete a pay code edit for a locked period providing they have been given access rights to do so.</p>	<p>Time Keeping</p>
<p>6.13</p>	<p>Configure fixed and/or earned accrual grant amounts in decimals, hours, and/or days.</p>	<p>Yes. Please refer to response to 6.3. Grants can be fixed or earned.</p> 	<p>Time Keeping/Absence</p>
<p>6.14</p>	<p>Create accrual profiles assigned to specified security groups.</p>	<p>Yes. This is core functionality available across all platforms.</p>	<p>Time Keeping/Absence</p>
<p>6.15</p>	<p>Configure accrual buy backs.</p>	<p>Yes. Accrual Policy – Limits</p>	<p>Time Keeping/Absence</p>

			
6.16	Configure qualifiers, such as length of service, for earnings, takings, and balances to accruals.	Yes. This is core functionality available across all platforms.	Time Keeping/Absence
7	MINIMUM SYSTEM FUNCTIONALITY – Leave Case Management		
	Basic Functionality		
7.0	<p>Create an active leave case for employees who are on intermittent or continuous regulated leave such as:</p> <ul style="list-style-type: none"> • FMLA • Disability • Occupational Injury • Family Leave • Military Leave 	Yes. This is core functionality available across all platforms.	Time Keeping/Absence
	Advanced Functionality		
7.1	Ability to have custom identifiers or leave case codes for leave cases.	Yes. This is core functionality available across all platforms.	Time Keeping/Absence
7.2	Ability to have custom fields within a leave case.	Yes. This is core functionality available across all platforms.	Time Keeping/Absence
7.3	Create custom leave tracking codes to be used for debiting available unpaid leave balances of various types such as FMLA.	Yes. This is core functionality available across all platforms.	Time Keeping/Absence

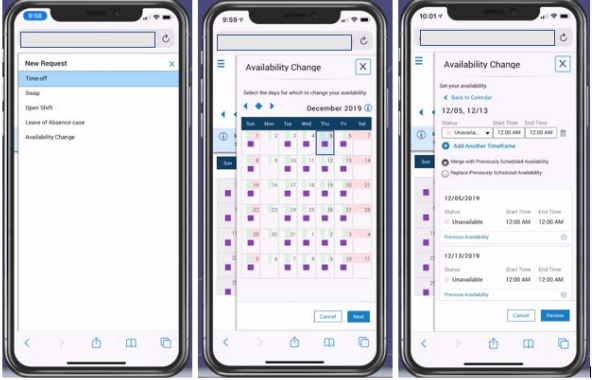
7.4	<p>Manage Leave Cases with the following functionality:</p> <ul style="list-style-type: none"> • Create custom list of Leave Reasons that can be selected for the Leave Cases. • Create custom categories for the various types of Leave Cases. <p>Ability to apply custom leave rules for both the types and categories of leave.</p>	Yes. This is core functionality available across all platforms.	Time Keeping/Absence
7.5	Apply hours to an active leave case that can cascade through a pre-configured set of pay codes that are defined in a leave rule for the use of paid and unpaid leave types.	Yes.	Time Keeping/Absence
7.6	Apply leave rules with an effective date.	Yes. This is core functionality available across all platforms.	Time Keeping/Absence
7.7	Generate system notifications based on federal and state mandated leave case due dates as they approach or are past due.	Yes. This is core functionality available across all platforms.	Time Keeping/Absence
7.8	Generate documents from a pre-configured template with dynamic fields that pull the appropriate information from the leave case. (also defined in section 11.20)	Yes.	Time Keeping/Absence
7.9	Define leave frequency and duration limits and generate system notifications when they are approached or exceeded.	Yes. This is core functionality available across all platforms.	Time Keeping/Absence
7.10	Track leave balance changes and restore leave balances, such as FMLA.	Yes. This is core functionality available across all platforms.	Time Keeping/Absence
7.11	Ability to enter a duration of hours of leave to a leave case which will be reflected on the timecard based on the applicable paid and unpaid leave codes.	Yes. This is core functionality available across all platforms.	Time Keeping/Absence

7.12	Apply paid and unpaid leave codes to a schedule by indicating in the leave case that the total leave hours will be derived from the scheduled shift duration.	Yes. This is core functionality available across all platforms.	Time Keeping/Absence
7.13	Provide employee access to their own leave cases.	Yes. This is core functionality available across all platforms.	Time Keeping/Absence
7.14	Allow employees to request additional leave time for their leave cases.	Yes. This is core functionality available across all platforms.	Time Keeping/Absence
8	MINIMUM SYSTEM FUNCTIONALITY – Employee Self Service		
	Basic Functionality		
8.0	Support employee interaction with timecards, schedules, time off requests and attendance records. System should provide multiple ways to clock in and out, provide remote employees with the ability to punch in and out from wherever they are, and access to view and manage time and scheduling data.	Yes. This is core functionality available across all platforms.	Time Keeping
	Advanced Functionality		
8.1	Ability for employee to access their timecard and see accruals, timestamps, and duration of hours worked, totals and audits.	Yes. This is core functionality available across all platforms.	Time Keeping
8.2	Ability for employees to access their schedules and see past, current and future shifts as well as submitted, pending, cancelled and approved time off requests.	Yes. This is core functionality available across all platforms.	Time Keeping

8.3	Ability for employees to see schedules of peers based on common organizational mapping structure and their assigned permissions-	Yes. Employees can be assigned view only rights to the Schedule Planner. They would only be able to see the business structure they are assigned to.	Time Keeping
8.4	Ability for employee time and attendance calendar to include excused and unexcused absences, punch exceptions, attendance rule violations and schedule history.	Yes. Employees can be assigned permissions to view their timecard, schedule, and attendance calendar. The timecard would display all exception and absence information.	Time Keeping
8.5	Configure multiple self-service time off request types; to include specified employee groups, specified leave type pay codes (pay codes specific for scheduled days and alternate pay codes for unscheduled days, and configurable periods of time when requests can be submitted.	Yes. This is core functionality available across all platforms.	Time Keeping
8.6	Ability for employee to request time off with the following functionality:		
8.6a	Automatic Approval or Manager Initiated Approval.	Yes. This is core functionality available across all platforms.	Time Keeping
8.6b	Canned and free form notes section for both the employee and manager.	Yes. This is core functionality available across all platforms.	Time Keeping
8.6c	Send automatic notification using pre-configured message template that can be addressed to selectable recipients and received via email and/or sms.	Yes. This is core functionality available across all platforms.	Time Keeping
8.6d	Provide an option for the employee to overwrite their default schedule.	Yes. This is core functionality available across all platforms.	Time Keeping
8.6e	Provide an option for employee to select the paycode(s) made available based on the type of leave request (as mentioned in 8.4- 8.5).	Yes. This is core functionality available across all platforms.	Time Keeping/Absence
8.6f	Request type allows entry of Hours, Full Day, Partial Day or Fixed Hour durations	Yes. This is core functionality available across all platforms.	Time Keeping

8.6g	Apply the appropriate secondary pay codes if employees submits a request with a date range that includes unscheduled working days.	Yes. Workforce Dimensions will consider the employees schedule for scheduled and unscheduled days when the employee submits a time off request.	Time Keeping
8.6h	Ability for employee to have the option to submit a single request with multiple date ranges, using multiple pay codes that apply.	Yes. This is core functionality available across all platforms.	Time Keeping
8.6i	Restrict the employee from being able to submit a time off request for periods that are not specified in the request type rules and configurations.	Yes. This is core functionality available across all platforms.	Time Keeping
8.6j	Restrict the employee from being able to submit a time off request when the employee's available accruals are not sufficient to cover the request leave hours.	Yes. This is core functionality available across all platforms.	Time Keeping
8.6k	All employee leave request submissions will respect all pre-configured rules for that type of request including; disallow submitting requests for dates that are unspecified in the rules, and if the hours requested exceed the available accruals.	Yes. This is core functionality available across all platforms.	Time Keeping
8.6l	Ability for Employee to receive a clear explanation and warning or a customized warning from the system when they attempt self-service actions that are restricted, such as described in 8.9i – 8.9j.	Yes. This is core functionality available across all platforms.	Time Keeping
8.7	Ability for employee to submit the following request types that are configurable by the System Admin;		
8.7a	Request to cover shift that was published administratively for scheduling purposes	Yes. Workforce Dimensions is device agnostic, therefore whether your employees log onto a desktop, tablet, or mobile device the experience is similar.	Time Keeping/Advanced Scheduler

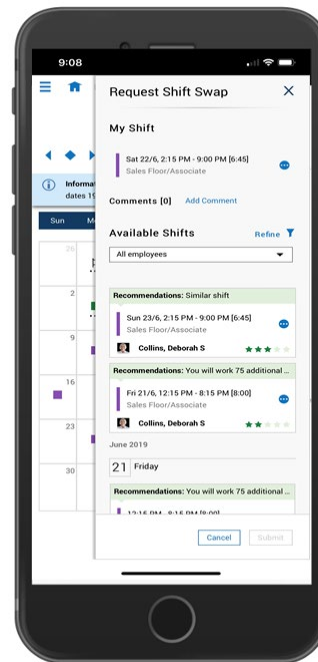
		<p>In essence as long as your employees have access to the URL and access to an internet connection, they will have access to Workforce Dimensions.</p> <p>Additionally, we do provide an Android & IOS app and that is to facilitate two main things. Mainly push notifications and clocking in/out from a mobile device.</p> <p>Workforce Dimensions has been designed from the ground-up to not only be mobile first but also be super intuitive.</p> <p>Employee self-service, offers the front-line employees with an array of functions such as;</p> <ul style="list-style-type: none"> • View Schedules • View Accruals • View Timecards (employees can be granted access to make edits) • Request Time Off • Request Shift Swap (Request • Request Open or Vacant Shift • Request to Cover Shift • Request Self Scheduling (can utilize AI) • Clock In/Out • View reports • View team roster 	
8.7b	Employee is able to see and request changes to their preferred availability that is configured in the Schedule Preference Template (Section 5.24).	Yes. Employee Self Service - Availability Change	Time Keeping/Advanced Scheduler

			
<p>8.7c</p>	<p>Request a shift swap with peers who work in the same organizational structure.</p>	<p>Yes. Yes, fully supported. Workforce Dimensions delivers Shift Swap functionality with Artificial Intelligence (AI). Given the typical inefficiencies of traditional and frustrating shift swap routines, a set of recommended swaps, which enforce organizational rules and account for employee preferences, can save significant employee time and frustration. Workforce Dimensions utilizes AI, which combines an optimization routine that checks for rule violations, overtime, and other observable consequences with a machine learning approach that considers an employee’s preferences. An employee initiates the shift swap process by selecting the shift they wish to swap and sending a request to an AI recommended employee. When that employee responds positively, the request is (optionally) sent to the manager for approval. Once the manager</p>	<p>Time Keeping/Advanced Scheduler</p>

responds - positively or negatively, both employees will receive a message to complete the workflow. When the swap is accepted by the manager, the schedule is automatically updated.

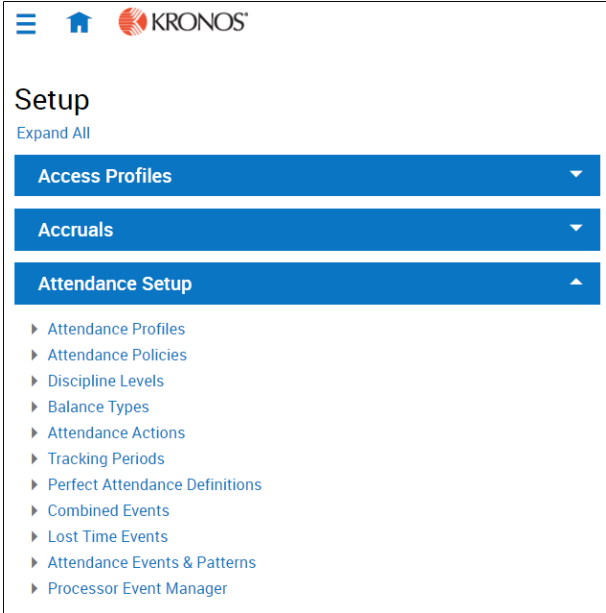
The AI within the solution provides recommendation as to who the best fit employee would be to swap with, based on historical behavioral patterns. Swap recommendations can include a myriad of options such as:


- Similar Shift
- Prefer working as job
- Similar skills and certifications

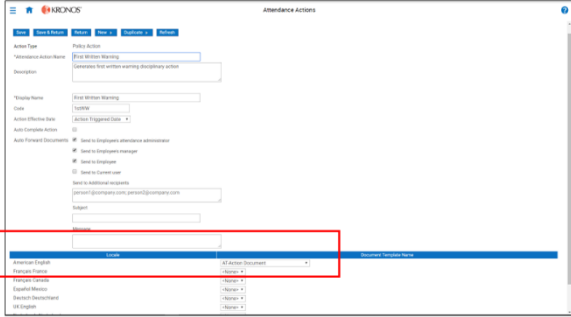
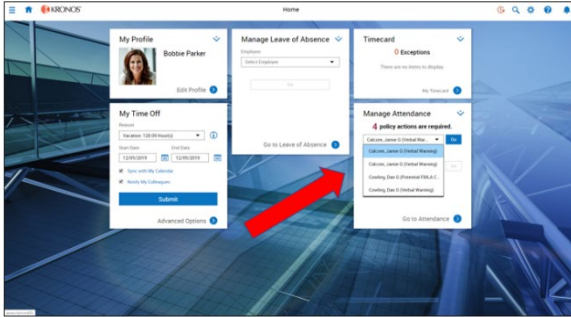
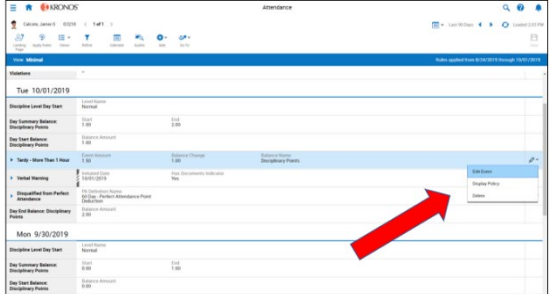


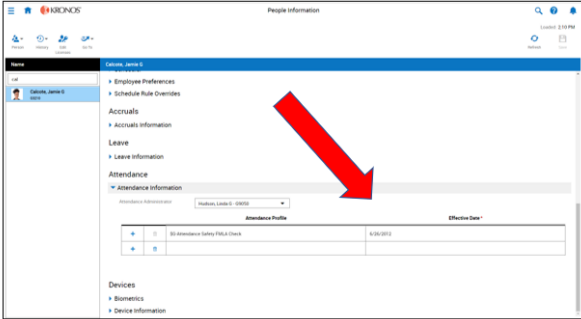
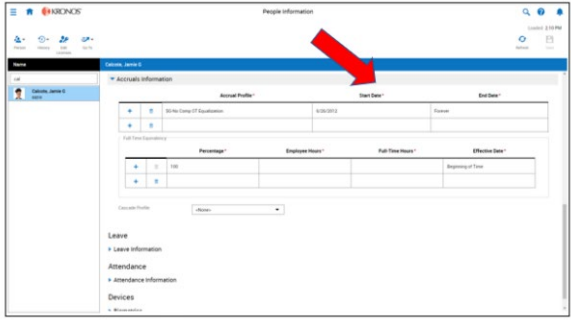
8.8	Employee is able to view attendance violations and attendance history	Yes. This is core functionality available across all platforms.	Time Keeping
8.9	Employee is able to view FMLA or other regulatory leave history.	Yes.	Time Keeping/Absence
8.10	Employee is able to view accruals; including current balance, future balance, projected takings and projected earnings.	Yes. This is core functionality available across all platforms.	Time Keeping
8.11	Employee is able to Daily approve a shift, single day or range of dates	Yes. Workforce Dimensions enables employees to easily approve their timecards within the application. If an item has been changed, edited, or deleted in an employee timecard, the employee will be informed via notifications before final approval.	Time Keeping
8.12	Employee is able to electronically attest to a pay period from all time keeping device platforms (see Section13 Devices)	Yes. This is core functionality available across all platforms.	
9	MINIMUM SYSTEM FUNCTIONALITY – Attendance		
	Basic Functionality		
9.0	Create rules and policies for tracking employee time and attendance records.	Yes. This is core functionality available across all platforms. The Workforce Dimensions Solution has the ability to calculate attendance points in accordance with Husky's business rules and/or collective bargaining units. Workforce Dimensions Absence Manager lets you apply your reward or disciplinary attendance policies fairly and consistently helping to reduce the direct and indirect costs of absenteeism and contributing to fewer	Time Keeping

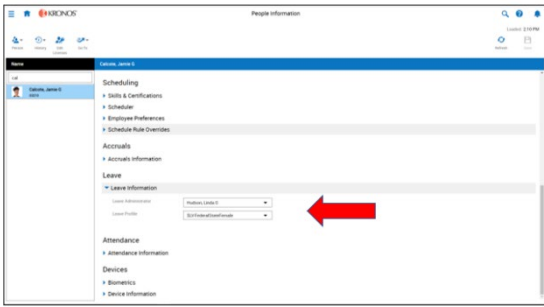
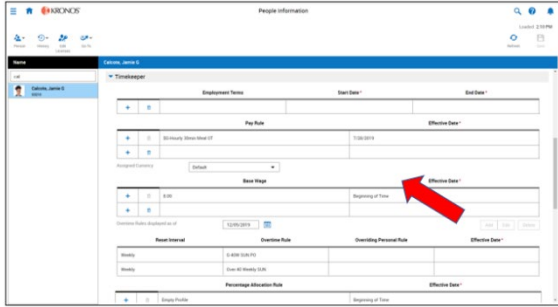
		employee grievances. Attendance can be configured to count the number of points accumulated to reach a threshold that will result in an action to be triggered. It can also be configured to count the occurrence of events that will result in an action to be triggered. Or, the application can be configured to determine lost time amount to determine the action that needs to be delivered.	
	Advanced Functionality		
9.1	Create and configure the following time and attendance policies and rules; tracking of attendance policy violations, definition of discipline rules, and definition of Attendance Events, Attendance Patterns, Event Triggers, Discipline Levels, Point Balance for Events, Time Loss, Point and Balance expirations, etc. Attendance records and rule applications, modifications and audit trail.	Yes. Workforce Dimensions Absence Manager enables configuration of disciplinary and reward policies. It can also administer multiple policies for different groups of employees (i.e., different union rules within the same company, rules for probationary employees, rules for part-time vs. full-time etc.)	Time Keeping/Absence
9.1a	Configure attendance actions, which can be triggered by-system generated events; such as late arrival, unexcused absence, pay code applications to the timecard or comment applications to the timecard.	Yes. Workforce Dimensions Absence Manager lets you apply your reward or disciplinary attendance policies fairly and consistently helping to reduce the direct and indirect costs of absenteeism and contributing to fewer employee grievances. Attendance can be configured to count the number of points accumulated to reach a threshold that will result in an action to be triggered. It can also be configured to count the occurrence of events that will result in an action to be	Time Keeping/Absence

		triggered. Or, the application can be configured to determine lost time amount to determine the action that needs to be delivered.	
9.2	Configure attendance patterns; such as absences on consecutive or multiple events in a single day, which will trigger an attendance action.	Yes. Attendance patterns can be configured which will trigger an attendance action.	Time Keeping/Absence
9.3	Ability to track time and attendance as lost time, point balance and occurrence balance.	<p>Yes. Configuration of Attendance Rules is available in Setup - Attendance Setup. Lost time, point balance, and occurrence balance are all available.</p>  <p>The screenshot shows the KRONOS Setup interface. At the top, there are navigation icons (hamburger menu, home, and KRONOS logo). Below the title 'Setup', there is an 'Expand All' link. Three main menu items are visible: 'Access Profiles' (with a downward arrow), 'Accruals' (with a downward arrow), and 'Attendance Setup' (with an upward arrow). Under 'Attendance Setup', a list of sub-items is shown with right-pointing arrows: Attendance Profiles, Attendance Policies, Discipline Levels, Balance Types, Attendance Actions, Tracking Periods, Perfect Attendance Definitions, Combined Events, Lost Time Events, Attendance Events & Patterns, and Processor Event Manager.</p>	Time Keeping/Absence
9.4	Configure tracking periods as rolling or fixed.	Yes. Tracking periods can be defined as rolling or fixed. See example screen capture:	Time Keeping/Absence

			
9.5	Ability to expire single points, partial balances and single occurrences based on tracking periods and attendance record.	Yes. Workforce Dimensions Absence Manager core functionality.	Time Keeping/Absence
9.6	Ability to reset points, balances and occurrences based on tracking periods and attendance record.	Yes. Workforce Dimensions Absence Manager core functionality.	Time Keeping/Absence
9.7	Record a comment, code or other data element which will excuse an attendance event. Ability to record a custom reportable comment, code, and other data elements recorded in attendance.	Yes. Workforce Dimensions Absence Manager core functionality.	Time Keeping/Absence
9.8	Configure customizable notifications that are triggered by attendance events or actions, which can automatically distribute the appropriate messages via Email, SMS, System-based user mailboxes, or system pop-ups.	Yes. Workforce Dimensions has a built-in tool called notifications that can be used to remind users of events. This is automatic reminders based on an event within the system (ex. attendance events, pay period ending). Checklist can also be configured to collect data based on an action performed in Workforce Dimensions. Notifications can be sent to remind users to complete the step(s) to ensure all data is captured and updated based on your needs. My to Do's can also be used for the user to easily see what needs to be completed.	Time Keeping/Absence
9.9	Configure document templates which may be assigned to attendance events or actions. Templates to include information pertinent to the attendance event or action that triggered it.	Yes. Document templates can be created and assigned to Attendance Actions.	Time Keeping/Absence

			
<p>9.10</p>	<p>Ability to be notified that a document template is required to be printed.</p>	<p>Yes. Supervisors will be alerted to any attendance actions.</p> 	<p>Time Keeping/Absence</p>
<p>9.11</p>	<p>Modify points, balances or occurrences manually as an override.</p>	<p>Yes. Points, balances, and occurrences can be manually overridden, with proper authority.</p> 	<p>Time Keeping/Absence</p>

<p>9.12</p>	<p>Document comments related to each attendance event or action within the system.</p>	<p>Yes. Comments from a comments table, and free form notes (if allowed) can be attached to any edit.</p>	<p>Time Keeping/Absence</p>
<p>9.13</p>	<p>Ability to set, modify, and report on the effective date and end date attendance policies assigned to an employee.</p>	<p>Yes. Attendance Profiles are assigned at the employee-level and are effective dated.</p> 	<p>Time Keeping/Absence</p>
<p>9.14</p>	<p>Ability to set, modify, and report on the effective date and end date accrual policies assigned to an employee.</p>	<p>Yes. Accrual Profiles are assigned at the employee-level and are effective dated.</p> 	<p>Time Keeping/Absence</p>
<p>9.15</p>	<p>Ability to set, modify, and report on the effective date and end date leave policies assigned to an employee.</p>	<p>Yes. Leave Profiles are assigned at the employee-level and are effective dated.</p>	<p>Time Keeping/Absence</p>

			
<p>9.16</p>	<p>Ability to set, modify, and report on the effective date and end date pay policies assigned to an employee.</p>	<p>Yes. Pay Profiles are assigned at the employee-level and are effective dated.</p> 	<p>Time Keeping</p>
<p>9.17</p>	<p>Correct attendance records where the attendance event is recorded in a historical period.</p>	<p>Yes. The historical corrections feature provides the ability to adjust a timesheet that has been signed-off or had a payroll lock executed. A payroll administrator may perform a historical edit to add, move or delete an attendance event, punch, or pay code edit for a locked period providing they have been given access rights to do so.</p>	<p>Time Keeping</p>
<p>9.18</p>	<p>Reporting on attendance trends by employee and groups of employees.</p>	<p>Yes. The Attendance Analysis Report displays information about employees' occurrences in a list format for the specified time period.</p>	<p>Time Keeping/Absence</p>
<p>9.19</p>	<p>Generate documents from a pre-configured template with dynamic fields that pull the</p>	<p>Yes. Workforce Dimensions can automatically generate letters and forms for leave</p>	<p>Time Keeping/Absence</p>

	appropriate information from the leave case (also defined in section 7.10).	attendance policies, which can help streamline and simplify leave paperwork for administrators.	
10	MINIMUM SYSTEM FUNCTIONALITY – Data Integration		
	Basic Functionality		
10.0	The ability for system integration for other data sources.	Yes. This is core functionality available across all platforms.	Time Keeping
	Advanced Functionality		
10.1	Provide an API that can be accessed by the Timekeeping System Administrator with the appropriate permissions to configure interfacing and integration with other applications. (Please list any known incompatibilities.)	<p>Yes. This is core functionality available across all platforms.</p> <p>Workforce Dimensions is built on the Kronos D5 platform, an innovative cloud architecture designed from the ground up to handle the massive real-time computational challenges of processing global enterprise workforce management data in real-time.</p> <p>The Kronos D5 platform features an open API platform for easy integrations and extensions; a foundational artificial intelligence engine which enables predictive and intelligent solutions; lightning fast in-memory computing with the ability to process large volumes of data in seconds; a domain model with flexible and adaptable rules that manage suite interactions; and a unified information architecture that eliminates the need for data warehousing and simplifies access to analytics for all users.</p>	Time Keeping

		<p>Customers' users connect to the 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-or-Customer is required to use connections offered by Google Interconnect Service Providers and will pay the Service Provider directly. Kronos will assist in provisioning of the link.</p> <p>The next generation of applications must be able to integrate quickly with other enterprise systems. In other words, it must be an open system based on API's that provide access to all domains and services in the platform. Dimensions is built around a REST API framework where all resources are exposed through API's. API's are managed through a gateway system that monitors performance and SLA's around each API. And we've built our integration using the industry leading Dell Boomi integration tools and Atom platform. We've pre-built dozens of integrations for common use cases like people, payroll and</p>	
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		accruals integration saving hours of time it takes to build integration today.	
10.2	Reference data from various files and systems.	<p>Yes. This is core functionality available across all platforms.</p> <p>Data exchange between customer systems and Workforce Dimensions is provided using a third-party Integration-as-a-service Platform from Boomi. Integration design is performed in the Boomi cloud while integration execution runs in the Workforce Dimensions cloud, managed by the Self-Service UI, a Workforce Dimensions component. Baseline integrations packs are provided for use by customers which should address the most common integration use cases out of the box, such as integration processes producing base payroll data and standard employee import from commonly used systems (SAP, ADP, PeopleSoft etc.).</p> <p>Customers can use provided APIs exposed to the Workforce Dimensions Cloud API gateway to directly integrate with Workforce Dimensions to import and export data out of Workforce Dimensions. As an alternative to APIs, customers can also configure their integration process to use file transfers. For file transfer-based integrations, the Kronos Cloud SFTP service provides a generic endpoint for customers to push and pull files to Workforce Dimensions. Two SFTP managed service accounts are included for use by</p>	Time Keeping

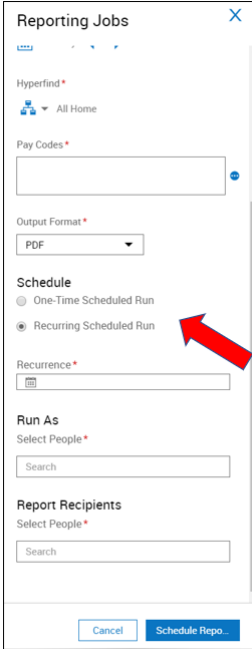
		customers to automate their integrations with the Kronos Cloud. All managed service account logins use public key authentication to secure files in transit. Transfers of files up to 10MB in size is supported. Customers may also purchase additional managed service accounts. User accounts for individual (named) customer login is not supported by the SFTP service.	
10.3	Consume data from various sources using both, manual and automated process.	Yes. This is core functionality available across all platforms.	Time Keeping
10.4	Sync data between the Timekeeping system and various other data sources.	Yes. This is core functionality available across all platforms.	Time Keeping
10.5	Export data from the Timekeeping system. Please list formats available; .txt, .csv, .xls, .xlsx, .xml, etc.	Yes. Data views provide real-time availability to data that can be sorted and filtered. Further calculations can be made in those views, including KPI's to create an analytics dashboard, as well as exported. Standard generated reports are also available and can be automatically sent to users at defined times in multiple formats including PDF, Excel, Formatted Excel, CSV, HTML, Paged HTML, XML and Text. The data is also available via API's to import into other reporting systems. We also support Google Sheets.	Time Keeping
10.6	Import data into the Timekeeping system from various data sources outside of the system. Please list compatible data formats; .txt, .csv, .xls, .xlsx, .xml, etc.	Yes. This is core functionality available across all platforms. Most common import/export format is CSV (excel), as well as, CSV, Excel, PDF, email. Others are available, including the ability to import directly to API's.	Time Keeping

10.7	Build conditional logic for manual and automatic reconciliation of data between the Timekeeping system and other applications.	<p>Yes. At Kronos, we understand that your Workforce Dimensions solution needs to seamlessly integrate with critical business systems and data across the enterprise. To that end, we built our D5 platform to speed and simplify integration using:</p> <ul style="list-style-type: none"> • Best-in-breed integration technology: Workforce Dimensions leverages Dell Boomi, a modern, scalable IPaaS platform that supports all your application integration processes — between cloud platforms, software-as-a-service applications, and on-premise systems. Dell Boomi supports common transport methods and a wide variety of enterprise integration scenarios while providing universal translation capabilities for non-standard data formats. • Flexible integration options: While traditional SFTP and batch-based integrations are available, the Dell Boomi platform supports API-enabled integration processes to facilitate real-time data access as well as hybrid integration approaches. • An integrated experience: The Dell Boomi platform is fully integrated into the Kronos user experience, enabling authorized users within customer organizations to schedule and execute 	Time Keeping
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		<p>integration processes within the familiar Workforce Dimensions interface</p> <p>All types of interfaces and integrations are based on experience as well as customer specific requirements defined in integration workshops that lead to specific integrations design documents worked out by specific integration teams at Kronos.</p>	
10.8	Log any automatic processes, and be able to view, report on, and export the log.	Yes. This is core functionality available across all platforms.	Time Keeping
10.9	<p>Accomplish the following specific integration requirements;</p> <ul style="list-style-type: none"> • Access, reference, and extract transaction data from county sources that may have diverse data formats. • Import transaction data from county sources that may have unusual data formats requiring data type conversions, calculations and other data manipulations. 	<p>Yes. Data exchange between customer systems and Workforce Dimensions is provided using a third-party Integration-as-a-service Platform from Boomi. Integration design is performed in the Boomi cloud while integration execution runs in the Workforce Dimensions cloud, managed by the Self-Service UI, a Workforce Dimensions component. Baseline integrations packs are provided for use by customers which should address the most common integration use cases out of the box, such as integration processes producing base payroll data and standard employee import from commonly used systems (SAP, ADP, PeopleSoft etc.). Customers can use provided APIs exposed to the Workforce Dimensions Cloud API gateway to directly integrate with Workforce Dimensions to import and export data out of Workforce Dimensions. As an alternative to</p>	Time Keeping

		APIs, customers can also configure their integration process to use file transfers. For file transfer-based integrations, the Kronos Cloud SFTP service provides a generic endpoint for customers to push and pull files to Workforce Dimensions. Two SFTP managed service accounts are included for use by customers 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 10MB in size is supported. Customers may also purchase additional managed service accounts. User accounts for individual (named) customer login is not supported by the SFTP service.	
10.10	Integrate the following specific data elements between the Timekeeping system and other county systems:		
10.10a	Accrual Data – Update and Reconciliation (Source: Payroll System)	Yes. This is core functionality available across all platforms.	Time Keeping
10.10b	Employee Data – Update of Records (Source: Payroll System)	Yes. This is core functionality available across all platforms.	Time Keeping
10.10c	Employee Data Updates – Modification of Records (Source: External Data)	Yes. This is core functionality available across all platforms.	Time Keeping
10.10d	Employee transactions—Activities, Equipment, Job Costing, Job transfer, etc.(Source: Operations Management System)	Option. This is core functionality available across all platforms. Workforce Dimensions Work (Activities functionality) and integration of activities information is optional product and services and would require additional discovery to provide associated costs.	Time Keeping

10.10e	Export data timekeeping data in .csv format per diagram (see Attachment)	Yes. Workforce Dimensions has a built-in tool for creating an export file based on the needs of the user. Fields can be defined in the data export utility to product the proper format for the export file.	Time Keeping
11	MINIMUM SYSTEM FUNCTIONALITY – Reporting		
	Basic Functionality		
11.0	Ability to create custom reports for various timekeeping activities.	Yes. This is core functionality available across all platforms.	Time Keeping
	Advanced Functionality		
11.1	Export reports in .pdf, Excel (.csv, .xls), and Word formats.	Yes. This is core functionality available across all platforms.	Time Keeping
11.2	Customize reports by dates and/or date ranges, and by employee or multiple employees.	Yes. This is core functionality available across all platforms.	Time Keeping
11.3	Generate and export administrative reports relating to the setup of employee pay policy, accrual, leave policy, and schedule configurations.	Yes. Kronos offers Dynamic Documentation. Kronos Paragon technology reads your configuration to generate easy-to-understand system documentation on demand. That way, your documentation is dynamically updated as your configuration changes.	Time Keeping
11.4	Generate and export reports for projections relating to schedules, accrual earning/takings, and leave policy.	Yes. Reports can include projections of schedule, time, accrual, and leave data.	Time Keeping
11.5	Auto-generate and distribute custom or standard reports and distribute via email, SMS, or attachment.	Yes. This is core functionality available across all platforms.	Time Keeping

11.5a	Schedule auto-generation of reports and schedule distribution of reports.	Yes. This is core functionality available across all platforms.	Time Keeping
11.5b	Schedule the generation of recurring reports with an effective start and end date of reoccurrence.	<p>Yes. Reports can be scheduled for a one-time run, or recurring run.</p> 	Time Keeping
11.5c	<p>Configure triggers for auto-generation of reports based on events such as:</p> <ul style="list-style-type: none"> • pay policy breach; • accrual limit approaching; • employee probationary period end date; • system disconnectivity, etc. 	<p>Yes. Workflow notifications are included in the standard offering. Existing notifications can be modified, and new ones created. Each workflow notification is triggered by a specific event and delivered to appropriate recipients. Events and recipients are configurable. Auto-generation of reports is not supported.</p>	Time Keeping
11.6	Generate reports on employee attestations and manager approvals for a specified pay period or a range of pay periods.	Yes. This is core functionality available across all platforms.	Time Keeping

11.7	Generate transaction reports that display the transaction (punch-in/out, time-off requests) and the source of the transaction (mobile, device, or desktop).	Yes. This is core functionality available across all platforms.	Time Keeping
12	MINIMUM SYSTEM FUNCTIONALITY – Auditing		
	Basic Functionality		
12.0	Extract timekeeping data related to all entries and modifications for review and auditing purposes.	<p>Yes. At Kronos, we understand that your Workforce Dimensions solution needs to seamlessly integrate with critical business systems and data across the enterprise. To that end, we built our D5 platform to speed and simplify integration using:</p> <ul style="list-style-type: none"> • Best-in-breed integration technology: Workforce Dimensions leverages Dell Boomi, a modern, scalable IPaaS platform that supports all your application integration processes — between cloud platforms, software-as-a-service applications, and on-premise systems. Dell Boomi supports common transport methods and a wide variety of enterprise integration scenarios while providing universal translation capabilities for non-standard data formats. • Flexible integration options: While traditional SFTP and batch-based integrations are available, the Dell Boomi platform supports API-enabled 	

		<p>integration processes to facilitate real-time data access as well as hybrid integration approaches.</p> <ul style="list-style-type: none"> An integrated experience: The Dell Boomi platform is fully integrated into the Kronos user experience, enabling authorized users within customer organizations to schedule and execute integration processes within the familiar Workforce Dimensions interface <p>All types of interfaces and integrations are based on experience as well as customer specific requirements defined in integration workshops that lead to specific integrations design documents worked out by specific integration teams at Kronos.</p>	
	<p>Advanced Functionality</p>		
<p>12.1</p>	<p>Track and log all entries and edits to timecard schedules to include:</p> <ul style="list-style-type: none"> transaction date; edit date and time; user identification; and Audit details (account, pay code, amount, comments and data source). 	<p>Yes. The solution has a comprehensive audit trail capability. They vary from when a user logs into the system, to edits that were done in terms of adding schedules, editing schedules, and deleting schedules, adding pay codes, editing pay codes, and deleting pay codes. In all cases, the audit trails show the user who performed the edits, when they did them, and from what device.</p> <p>The application creates an audit record for all transactional edits made to an employee's schedule data. Every change (additions, deletions, or edits) made via the Schedule</p>	<p>Time Keeping</p>

		<p>Planner or Group Edits function triggers and logs an audit record; if a change is made, an audit is created. If the change is removed, the audit trail is appended showing a subsequent change has been made. Square brackets are used to identify the original value from the current value. The application allows users to attach one or more comments when making an edit as a means of clarifying or explaining the edit. Users who have been granted rights to audit trail information can view it through the Schedule Planner, or through a report, such as the Audit Trail Report.</p> <p>The data captured includes: Date and time of edit, type of edit, data changed, username, IP address, etc.</p> <p>All changes and approvals are written into an unalterable audit trail that is available for any time frame.</p>	
12.2	<p>Track and log all user activity related to system access to include:</p> <ul style="list-style-type: none"> • log in success; • log In failure; • date, time and source; and 	<p>Yes. The solution has a comprehensive audit trail capability. They vary from when a user logs into the system, to edits that were done in terms of adding schedules, editing schedules, and deleting schedules, adding pay codes, editing pay codes, and deleting pay codes. In all cases, the audit trails show the user who performed the edits, when they did them, and from what device.</p> <p>The application creates an audit record for all transactional edits made to an employee's schedule data. Every change (additions,</p>	Time Keeping

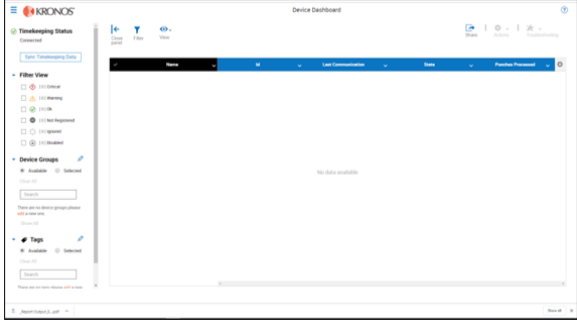
		<p>deletions, or edits) made via the Schedule Planner or Group Edits function triggers and logs an audit record; if a change is made, an audit is created. If the change is removed, the audit trail is appended showing a subsequent change has been made. Square brackets are used to identify the original value from the current value. The application allows users to attach one or more comments when making an edit as a means of clarifying or explaining the edit. Users who have been granted rights to audit trail information can view it through the Schedule Planner, or through a report, such as the Audit Trail Report.</p> <p>The data captured includes: Date and time of edit, type of edit, data changed, username, IP address, etc.</p> <p>All changes and approvals are written into an unalterable audit trail that is available for any time frame.</p>	
12.3	<p>Record in auditable format: person record all add, delete and modifications for system administration functions to include items such as:</p> <ul style="list-style-type: none"> • Person Records and Person Assignments • User Login • Person Delete/Create • Scheduling • Timecard Data 	<p>Yes. The solution has a comprehensive audit trail capability. They vary from when a user logs into the system, to edits that were done in terms of adding schedules, editing schedules, and deleting schedules, adding pay codes, editing pay codes, and deleting pay codes. In all cases, the audit trails show the user who performed the edits, when they did them, and from what device.</p> <p>The application creates an audit record for all transactional edits made to an employee's</p>	Time Keeping

		<p>schedule data. Every change (additions, deletions, or edits) made via the Schedule Planner or Group Edits function triggers and logs an audit record; if a change is made, an audit is created. If the change is removed, the audit trail is appended showing a subsequent change has been made. Square brackets are used to identify the original value from the current value. The application allows users to attach one or more comments when making an edit as a means of clarifying or explaining the edit. Users who have been granted rights to audit trail information can view it through the Schedule Planner, or through a report, such as the Audit Trail Report.</p> <p>The data captured includes: Date and time of edit, type of edit, data changed, username, IP address, etc.</p> <p>All changes and approvals are written into an unalterable audit trail that is available for any time frame.</p>	
13	MINIMUM SYSTEM FUNCTIONALITY – Devices		
	Basic Functionality		
13.0	Interface with software utilizing mobile devices (phone or tablet), desktop, and clock device for badges.	<p>Yes. Standard functionality across all platforms.</p> <p>Desktop, tablet, and phone - the Workforce Dimensions mobile-first responsive interface elegantly transitions across all devices. Delivering all major features across</p>	

		<p>all screens empowers users to learn features once and then access the information needed anytime from any device. Employees and managers also have the choice to use an app to access Workforce Dimensions. Timecards, schedules, data views, absence etc., mobile users have access to all of the Workforce Dimensions suite content. Features like geofencing work from both the browser and mobile app. If a company wants to restrict the mobile devices, they provide employees to only support apps, concerns that the browser could be used for time wasting activities, the Workforce Dimensions mobile app will help keep those users connected. Ultimately, users that want to access Workforce Dimensions on a mobile device are able to select their platform of choice.</p>	
	Advanced Functionality		
13.1	<p>Interface with software via the following devices:</p> <ul style="list-style-type: none"> • mobile operating systems: iOS, Android, Windows Phone; and • computer operating systems: Microsoft Windows (macOS, optional). 	<p>Yes. MOBILE APP SUPPORT</p> <p>The Workforce Dimensions mobile app runs on the following Apple®, Android™, or Windows® Mobile devices with a data plan or Wi-Fi:</p> <ol style="list-style-type: none"> 1. Apple iPhone® or iPad® with iOS 4 or higher 2. Android OS 2.2 or higher 3. Windows Mobile OS <p>While users can access the functionality through the mobile app, they may also access it through the web browser on the phone.</p>	Time Keeping

13.2	Software to function and display uniformly and efficiently across all platforms-- from web browser to mobile phone and tablet.	Yes. Desktop, tablet, and phone - the Workforce Dimensions mobile-first responsive interface elegantly transitions across all devices. Delivering all major features across all screens empowers users to learn features once and then access the information needed anytime from any device. Employees and managers also have the choice to use an app to access Workforce Dimensions. Timecards, schedules, data views, absence etc., mobile users have access to all of the Workforce Dimensions suite content. Features like geofencing work from both the browser and mobile app. If a company wants to restrict the mobile devices, they provide employees to only support apps, concerns that the browser could be used for time wasting activities, the Workforce Dimensions mobile app will help keep those users connected. Ultimately, users that want to access Workforce Dimensions on a mobile device are able to select their platform of choice.	Time Keeping
13.3	Configure clock devices with: <ul style="list-style-type: none"> • biometrics; • proximity reader ability; • direct badge; and • key-in ability. 	Yes. Kronos InTouch allows employees to punch in based on the system that works best for them and your organization. The InTouch is equipped with one of the following integrated or internal badge readers: <ul style="list-style-type: none"> • Integrated bar code badge reader • Integrated magnetic stripe card reader • Integrated HID or EM proximity card reader 	Time Keeping

		<p>The InTouch supports the following input methods:</p> <ul style="list-style-type: none"> • Bar code • Magnetic • Proximity • HID • Biometric • PIN 	
13.4	Configure clock device to store actions specific to each device both online and offline.	Yes. Kronos InTouch and 4500 timekeeping terminals are configured by profile. Profiles can be unique to one terminal or copied to many terminals.	Time Keeping
13.5	Configure clock device to sync actions performed on clock as close to real time as possible, which includes the ability to store (cache) and auto-sync when connection is interrupted and restored.	Yes. This is core functionality.	Time Keeping
13.6	<p>Configure and generate individual and group clock device reports such as:</p> <ul style="list-style-type: none"> • connectivity reporting; • clock actions reporting; and • applications system health alerts. 	<p>Yes. Workforce Dimensions Universal Device Manager: UDM integrates easily with all Workforce Dimensions™ applications and workforce management services such as Timekeeping. It's fully scalable — and its built-in, adapter-based platform technology lets you react quickly to acquisitions or third-party device integrations.</p> <p>With UDM for Workforce Dimensions, you can:</p> <ul style="list-style-type: none"> • Contain labor costs with device configuration that automatically applies work and pay rules • Decrease risk of noncompliance with the ability to centrally enforce 	Time Keeping

		<p>regulatory guidelines such as FLSA, FMLA, and ACA</p> <ul style="list-style-type: none"> Use the device management dashboard to customize columns and take several actions from one place instead of opening multiple screens 	
13.7	Auto-generate reports and alerts as stated in Reporting- Section 11.6a through 11.6c as it pertains to mobile, desktop, and clock devices.	<p>Yes. Alerts will be sent to the desktop and mobile device through the Control Center. Clock devices do not receive alerts. Reports from the desktop can be scheduled. Mobile and clock devices do not have auto-generate reporting capability.</p>	Time Keeping
13.8	Configure printing directly from each device type (mobile, desktop, clock) on a local or network basis. Please list each device that applies and how.	<p>Yes. Printing from a mobile or desktop device is determined by the available printers accessible from the device. This is external to the Kronos application. Printing from a Kronos clock is not supported.</p>	Time Keeping
13.9	Define configuration profile for each device type; configurable details include, but are not limited to: device access.	<p>Yes. Every clock is assigned a configuration profile. Profiles can be assigned to one or multiple clocks. Device Groups are assigned at the employee level.</p>	Time Keeping

13.10	Configure application for each device type and tailor configuration profiles per device per employee role/profile	Yes. Every clock is assigned a configuration profile. Profiles can be assigned to one or multiple clocks. Device Groups are assigned at the employee level.	Time Keeping
13.11	Log and report on mobile device activity based on any transaction (transactions include clock in/out, requesting/responding to time-off requests, requesting/responding to shift requests, etc.).	<p>Yes. The solution has a comprehensive audit trail capability. They vary from when a user logs into the system, to edits that were done in terms of adding schedules, editing schedules, and deleting schedules, adding pay codes, editing pay codes, and deleting pay codes. In all cases, the audit trails show the user who performed the edits, when they did them, and from what device.</p> <p>The application creates an audit record for all transactional edits made to an employee's schedule data. Every change (additions, deletions, or edits) made via the Schedule Planner or Group Edits function triggers and logs an audit record; if a change is made, an audit is created. If the change is removed, the audit trail is appended showing a subsequent change has been made. Square brackets are used to identify the original value from the current value. The application allows users to attach one or more comments when making an edit as a means of clarifying or explaining the edit. Users who have been granted rights to audit trail information can view it through the Schedule Planner, or through a report, such as the Audit Trail Report.</p>	Time Keeping

		<p>The data captured includes: Date and time of edit, type of edit, data changed, username, IP address, etc.</p> <p>All changes and approvals are written into an unalterable audit trail that is available for any time frame.</p>	
13.11a	Track and report locations based on configurable and defined geofence locations, locations using x, y from device GPS.	<p>Yes. This is standard functionality within the Kronos Workforce Dimensions solution. Workforce Dimensions provides a mobile connection to the software. This means employees and managers can complete common administrative tasks right on their mobile devices. Wherever employees are they can perform their time management tasks when they need to, where they need to. GPS tracking of punch locations as well as Geo Fencing are supported as well. There are several parameters within the user's assigned security profile that are used to determine whether GPS is to be used and, if so, what actions will be performed when the employee punches on the mobile device. For example, is GPS required in order to be able to punch? If GPS is in use, is Geo-Fencing in use to limit punches? If set to 'required', the employee is not able to execute a punch if the device's GPS location service is not active. When used, the GPS coordinates - latitude and longitude - are captured along with employee's punch time. This provides visibility to the location of the employee when</p>	Time Keeping

		they punched. In situations where Geo-Fencing is in use, the GPS coordinates of the employee's device are validated against the defined fence perimeters to determine whether the punch should be accepted or rejected.	
13.11b	Generate reports and alerts when transactions (as defined in Section 13.11) are not within rules that are custom configured by the system administrator.	Yes. Workflow notifications are included in the standard offering. Existing notifications can also be modified, and new ones created. Each workflow notification is triggered by a specific event and delivered to appropriate recipients. Events and recipients are configurable.	Time Keeping
13.12	Program clock accessibility based on profiles, scheduled time, employee job assignment, etc.	Yes. Certain functions can be disabled/enable on a schedule such as time off request or other self-service items so not to interfere with punching during peak times during the day.	Time Keeping
13.13	Configure device interface to support multiple languages.	Yes. Workforce Dimensions is currently available in 6 languages: English (US and UK); French (Canada and France), German, and Spanish (Mexico) – and additional languages will be added over time based on customer demand. One single clock can be shared across a multilingual group of employees, which cuts down on cost, configuration time, and ongoing maintenance of excess devices. An employee can select his or her desired language from the Home screen of the InTouch from among the languages enabled during configuration.	Time Keeping

13.14	Configure sound and customizable display options.	Yes. Sound and display options are configured in the device profile.	Time Keeping
13.15	Remote access clock interface, connection settings, configuration settings local to the clock, etc.	Yes. InTouch and 4500 timekeeping terminals are configured from the Universal Device Manger UI.	
13.16	Handle 200+ employees and their respective transactions at each clock.	Yes. This is core functionality.	Time Keeping
13.17	Configure clock, mobile, desktop keys to include: <ul style="list-style-type: none"> • clocking in/out; • transferring into different jobs; • requesting time off; • viewing the timecard; • viewing application mail; • view/modifying schedule; • ability to view employee timecard totals; • ability to view previous pay period, etc. 	Yes. Mobile and Desktop" Fully supported Clock Supported: clocking in/out transferring into different jobs requesting time off viewing the timecard view the schedule ability to view employee timecard totals ability to view previous pay period, etc. Clock Not supported: viewing application mail modifying the schedule	Time Keeping
14	MINIMUM SYSTEM FUNCTIONALITY – Optional System Functionality		
	Advanced Functionality		
14.1	Partner with other products (i.e. Microsoft products) and expand functionality.	Yes. By partnering with software and technology solutions providers, Kronos is able to leverage the most versatile applications and technologies to meet the compatibility and functionality requirements of our customers. Partnerships with some of the	Time Keeping

		world's leading information and human capital management organizations drive innovations in workforce management across geographies and technologies. Some examples of Kronos technology partners include (but not limited to) the following: Workday, NGA, SuccessFactors, Passport, Microsoft, Cisco Systems, Core Practice, CleverAnt and MM Hayes. Please visit https://www.kronos.com/about-us/partners to access a comprehensive listing of our partners.	
14.1a	Lock out all from system and remove lock out with customizable messaging.	No. Currently not offered but a feature request could be submitted.	N/A
14.2	Undo, revert saved changes or revert in bulk <i>en masse</i> .	No. Users will be alerted to save their work if they attempt to leave a screen without saving changes.	N/A
14.3	View all employee schedules within one view.	Yes. Queries are limited to 250 employees at a time.	Time Keeping
14.4	Define decimal:minutes and minutes:decimal to a custom rounding table.	Yes. Rounding can be specified in user configured KPIs using computed column expressions. For example: Rounds a number to a specified number of digits Syntax ROUND (num) ROUND (num, dec) Arguments num The number to round. dec	Time Keeping

		<p>Returns</p> <p>The number of digits up to which to round num. If you omit dec, ROUND() assumes 0.</p> <p>A number rounded to a specified number of digits.</p> <p>The following example rounds the numbers in the Price Estimate data field to return an integer. For example, if the Price Estimate value is 1545.50, ROUND () returns 1546. If the Price Estimate value is 1545.25, ROUND () returns 1545.</p> <p>ROUND ([Price Estimate])</p> <p>The following example rounds the numbers in the Price Estimate data field to one decimal place. For example, if the Price Estimate value is 1545.56, ROUND () returns 1545.6. If the</p>	
		<p>Example</p>	

		<p>Price Estimate value is 1545.23, ROUND () returns 1545.2. ROUND ([Price Estimate], 1) The following example rounds the numbers in the Price Estimate data field to one digit to the left of the decimal point. For example, if the Price Estimate value is 1545.56, ROUND () returns 1550. If the Price Estimate value is 1338.50, ROUND () returns 1340. ROUND ([Price Estimate], -1)</p>	
14.5	Project hours worked based on Schedule for pay purposes.	Yes. Workforce Dimensions can not only provide an Approaching Overtime alert, it can project overtime, meaning if the hours worked plus the scheduled hours exceed overtime thresholds, the system will send out proactive alerts notifying managers so they can take the necessary actions to avoid those overtime conditions. There are three levels of overtime alerts: Projected, Warning, and Exceeded.	Time Keeping

The solution includes projected overtime alerts to notify users if overtime is being rostered. These alerts can be displayed and or notifications sent to required users who are able to manage the rostered overtime as required. Alternatively, this information can be displayed in the managers dashboard via projected overtime tile.

