



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 06-29-2022

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0212 0212 TIMECLOCK22 1	Procurement Folder:	1061973
Document Name:	SWC: TIMECLOCK22	Reason for Modification:	
Document Description:	Kronos Timekeeping Clock Hardware and Maintenance Services	AWARD OF CSSD SWC0000000009	
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-07-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-06-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000100787 KRONOS INC 900 CHELMSFORD ST LOWELL MA 01851 US Vendor Contact Phone: 978-244-6372 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Evan Pauley Requestor Phone: (304) 356-2462 Requestor Email: evan.pauley@wvoasis.gov 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Total Order Amount: Open End

Purchasing Division's File Copy

ENTERED

MA 06/29/2022

PURCHASING DIVISION AUTHORIZATION
DATE: 6/30/22
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: 7/6/2022
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: 7/06/2022
ELECTRONIC SIGNATURE ON FILE

Extended Description:
DIRECT AWARD STATEWIDE CONTRACT:

Kronos Timekeeping Clock Hardware and Maintenance Services:

The Vendor, Kronos Inc, agrees to enter with the State of West Virginia, into an open-end statewide contract to provide Kronos Timekeeping Clock Hardware and Maintenance Services per the Direct Award Documentation Including the Vendor's submitted proposal, incorporated herein by reference and made apart hereof.

Effective Dates: July 1, 2022 - June 30, 2023

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	44103207			EA	0.000000
Service From		Service To			

Commodity Line Description: Kronos Timekeeping Clock Hardware and Maintenance Services

Extended Description:
See Exhibit_B for Contract Pricing - Page 27 of contract documents

ORDER OF PRECEDENT AND MODIFICATION AGREEMENT

THIS ORDER OF PRECEDENT AND MODIFICATION AGREEMENT, by and between **KRONOS INCORPORATED** ("Kronos") and the **STATE OF WEST VIRGINIA** ("State") is intended to provide an order of priority for the various documents that comprise the contract resulting from the direct award solicitation identified as **CSSD SWC 000000009**, Procurement Folder # 1046456, (the "Contract") and to modify those documents as necessary

The Parties Agree as follows:

1. **Order of Precedence:** The Contract is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the Contract document in this section.

Contract Documents:

- a. This Addendum - First in priority.
 - b. The Software as a Service Addendum attached hereto as Exhibit A – Second Priority
 - c. Price Quote attached hereto as Exhibit B – Third Priority
 - d. Kronos documents attached hereto as Exhibit C – Fourth Priority
2. **Modified Terms:** The following terms are expressly modified as stated herein.
 - a. **Kronos Workforce Central – Software as a Service Terms and Conditions ("SaaS Terms):**
 - i. Section 2.6 of the SaaS Terms is modified by replacing "fifteen (15) days with 30 (thirty) days.
 - ii. Section 7.1 of the SaaS Terms is modified be removing

"plus an administrative fee of ten percent (10%) of the amount of such travel expenses, incurred by Kronos in accordance with the then-current standard Kronos travel and expense policies, which Kronos will provide to Customer upon request."

and inserting in lieu thereof:

"provided Kronos obtains pre-approval from Customer for any travel and the request for pre-approval includes an itemized listing of anticipated costs. In the event that actual costs exceed the anticipated costs by more than 10%, Customer reserves the right to refuse payment of travel costs."

 - iii. Section 9.2 of the SaaS terms is modified by adding a paragraph at the end stating: "All deliveries to customer under this Contract will be FOB Destination."

3. Additional Contract Terms. The following additional terms are added to the Contract.

- a. INITIAL CONTRACT TERM:** The Initial Contract Term will be for a period of one year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.
- b. RENEWAL TERMS:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three successive one year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
- c. INSURANCE:** Vendor is obligated to maintain a general commercial liability policy of \$1,000,000 or more during the life of this Contract.
- d. VOID CONTRACT CLAUSES –** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
- e. LATE PAYMENT PENALTIES –** Any language in any document imposing any interest or charges due to late payment is deleted.
- f. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.
- g. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing

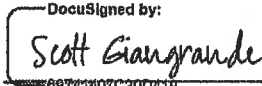
agency tenders the initial payment to Vendor.


- h. **PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>

The Parties are signing this Addendum on the date stated below the signature.

Kronos Incorporated

State Agency: Enterprise Resource Planning Board

By: 
88741407C20D418...

By: 

Its: Scott Giangrande

Its: EVAN PAULEY

Date: 6/29/2022 | 8:44 AM EDT

Date: 6/29/2022

Senior Order Processing Analyst

Exhibit A –

Software as a Service Addendum

1. Definitions:

Kronos will host data in US data centers unless mutually agreed.

Authorized Persons means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

Data Breach means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Non-Public Data means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Personal Data means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

Public Jurisdiction means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

Public Jurisdiction Data means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

Public Jurisdiction Identified Contact means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

Restricted data means personal data and non-public data.

Security Incident means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a Data Breach.

Service Provider means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

Software-as-a-Service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

2. Data Ownership: The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

3. Data Protection and Privacy: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A, the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.

- b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
 - c) The service provider shall support third-party multi-factor authentication via SAML 2.0 integration with public jurisdiction third-party identity provider as described in product documentation to safeguard personal data and non-public data.
 - d) All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.
 - e) All personal data shall be encrypted at rest and in transit to/from the edge of Kronos Cloud data centers with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.
 - f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice.
 - g) With delivery of the software and instructions, the service provider shall provide guidelines to the public jurisdiction detailing the public jurisdiction's specific security roles and responsibilities and best practices for implementation of security controls for the service provider's application. These guidelines shall be made a part of this contract.
 - h) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees – be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.
 - i) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
 - j) **Data Location.** For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.
- 4. Security Incident or Data Breach Notification:** The service provider shall inform the public jurisdiction of any actual/confirmed security incident or data breach.
- a) **Incident Response:** The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as, defined by law, contained in the contract, or at Service Provider's sole discretion.

Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes.

- b) **Security Incident Reporting Requirements:** The service provider shall report an actual/confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.
- c) **Breach Reporting Requirements:** Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>.

5. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.

- a) The service provider shall provide the public jurisdiction with the name and contact information for a team of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider shall provide this information in Appendix A.
- b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available relevant information and reporting required to comply with applicable law and regulation.
- c) Within 72 hours of the discovery, upon request, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.
- d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with

applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

- e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$141 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any type of remediation may be offered to affected persons; and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

6. Notification of Legal Requests: The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

- a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data in MS SQL format at a time agreed to by the parties and the subsequent secure disposal of public jurisdiction data.

- b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
- c) Unless otherwise specified in the Contract, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
 - 30 days after the effective date of termination, if the termination is for convenience

After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
- e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction upon request.

8. Background Checks: The service provider shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

9. Oversight of Authorized Persons: During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

10. Access to Security Logs and Reports: The service provider shall provide reports to the public jurisdiction through the application. Reports shall include, user access including failed log-in attempts, user access IP address, user access history and application-level security logs for all public jurisdiction files related to this contract.

11. Data Protection Self-Assessment: The service provider shall complete and upon request, submit an industry standard questionnaire, which is currently the Cloud Security Alliance "Consensus Assessments Initiative Questionnaire" to the Department privacy officer. The service provider shall first submit the questionnaire to the public

jurisdiction as part of its response to the solicitation and, upon request, annually thereafter, on the anniversary of the date of contract execution.

12. Data Center Audit: The service provider shall perform an audit of its infrastructure and data centers at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 and (SOC) 1 audit report or approved equivalent as detailed below sets the minimum level of a third-party audit.

13. Change Control and Advance Notice: The service provider shall give, advance notice as defined in the SLA exhibit.

14. Security:

- a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device-application, database and platform security; (3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.
- b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities, and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible.
- c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

15. Non-disclosure and Separation of Duties: The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

16. Import and Export of Data: The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider.

17. Responsibilities and Uptime Guarantee: The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

18. Subcontractor Disclosure: The service provider shall identify all of its strategic business partners related to services provided under this contract, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the service provider, and who shall be involved in any custom application development and/or operations. These subcontractors shall be disclosed to the public jurisdiction as part of the service provider's response to the solicitation.

19. Right to Remove Individuals: The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract or future work orders without the public jurisdiction's consent.

20. Business Continuity and Disaster Recovery: The service provider shall provide a business continuity and disaster recovery plan executive summary upon request.

21. Compliance with Accessibility Standards: The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

22. Web Services: The service provider shall make available Web services as defined in product documentation.

23. Encryption of Data at Rest: The service provider shall ensure hard drive encryption used NIST approved algorithms.

24. Subscription Terms: Service provider grants to a public jurisdiction a license to:

- a. Access and use the service for its business purposes;
- b. For SaaS, use underlying software as embodied or used in the service; and
- c. View, copy, upload, download (where applicable), and use service provider's documentation.

25. Equitable Relief: Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in

the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.

AGREED:Name of Agency: ERPSignature: S. K. HunterTitle: DirectorDate: 6-13-18Name of Vendor: Kronos IncorporatedSignature: [Signature]Title: John O'Brien, Chief Revenue OfficerDate: June 12, 2018

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. Required information not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Service Provider/Vendor: Kronos Incorporated

Name of Agency: State of West Virginia

Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?
Yes ☐
No ☒ X
2. If yes to #1, does the restricted information include personal data?
Yes ☐
No ☒ X
3. If yes to #1, does the restricted information include non-public data?
Yes ☐
No ☒ X
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?
Yes ☐
No ☒ X

5. Provide name and email address for the Department privacy officer:

Name: Sheila Goodwin

Email address: Sheila.goodwin@kronos.com

Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:

Name: Sheila Goodwin

Email address: Sheila.goodwin@kronos.com

Phone Number: +1978-847-2788

Exhibit B –

Ultimate Kronos Group
900 Chelmsford Street
Lowell, MA 01851
T: 978-250-9800
ukg.com



Evan Pauley, Controller
WV Enterprise Resource Planning Board
Charleston, WV

Dear Evan:

This letter is to confirm that the UKG® InTouch Terminals InTouch and options are owned by UKG (and its affiliates) and are comprised of intellectual property rights owned exclusively by UKG and its affiliates.

UKG only authorizes its affiliates and certain authorized resellers to offer these UKG products and services. UKG authorized affiliates to such products are UKG Inc. and Kronos Incorporated.

UKG's goal is to handle questions regarding the sole sourcing of UKG products in a consistent manner, which is why we utilize this letter format. If you have any questions relating to anything in this letter, please feel free to contact me anytime.

Sincerely,

Brian Coopman

Brian A. Coopman
Director of Contracts & Procurement – Public Sector
Brian.coopman@ukg.com
563-370-5356



Our purpose is people

Equipment Services

Depot Exchange Service

A cost-effective equipment service option for those customers who are comfortable installing their own terminals. UKG recommends keeping a small inventory of spare terminals on-hand to cover down time.

- UKG/Kronos sends a replacement unit on an advance exchange basis by next-business day delivery.
- Upon receipt of replacement, customer sends terminal needing service back to the UKG/Kronos depot repair center.

Global Support will provide remote fault isolation and attempt to resolve the problem. UKG/Kronos will provide a replacement for the failed Product 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, if such request is received prior to 2:00 P.M., EST.

Depot Repair Service

Similar to Depot Exchange but designed for those who keep their own inventory of spare terminals on-hand.

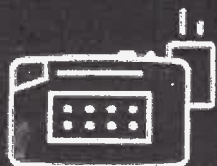
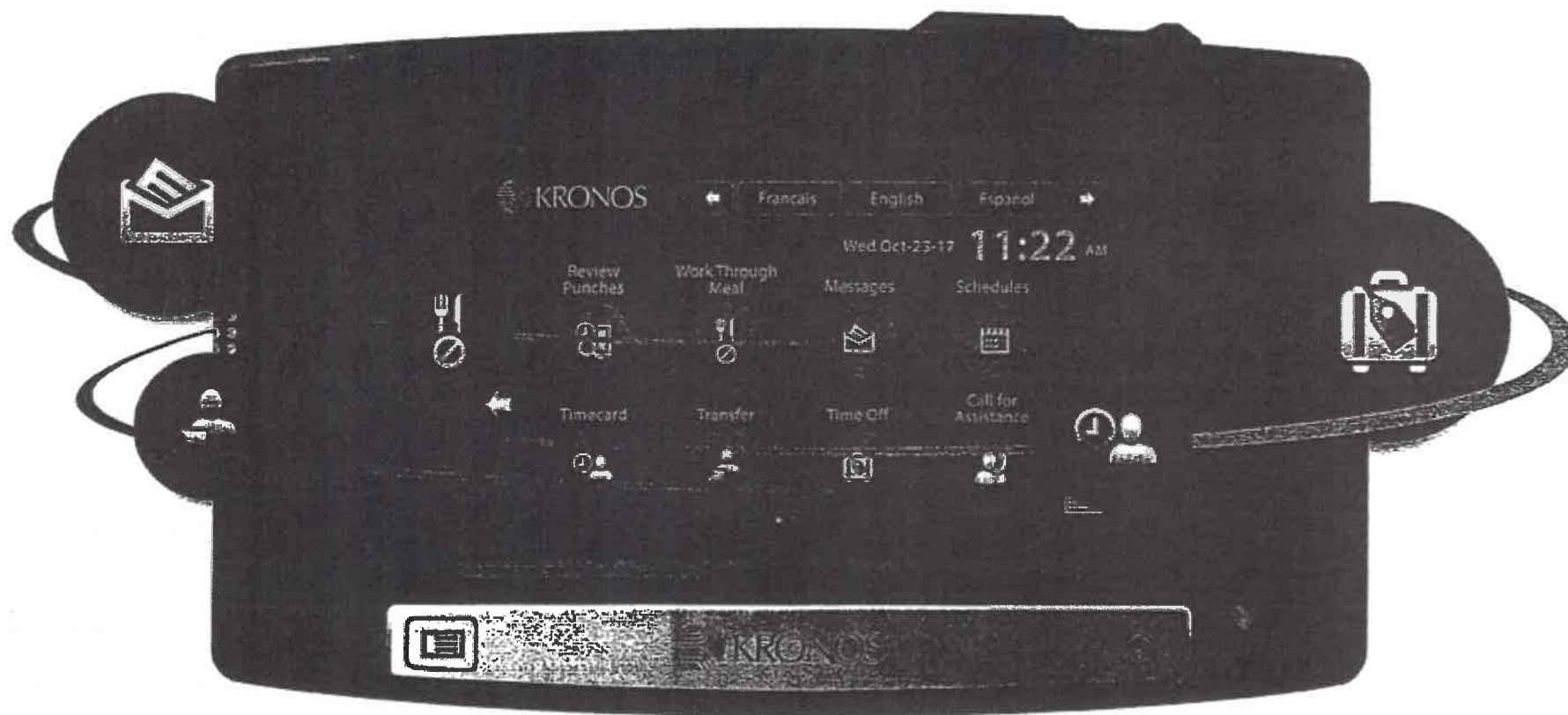
- Customer sends terminal needing service back to the UKG/Kronos Depot Repair Center.
- Upon receipt of product, UKG/Kronos shall repair and return the product within ten (10) business days.
- No replacement unit is provided.

Customer shall be charged UKG/Kronos' then-current time and materials rate for the installation of any Software or firmware upgrades, if available, and if requested by Customer. If such Software or firmware upgrades are available on UKG/Kronos' Customer web site, Customer may download such Software or firmware upgrades itself for no additional charge.



Kronos InTouch

Built for today's modern workforce.



Welcome to intuitive. Welcome to integrated. Welcome to InTouch.

[Learn more](#)

[Watch Video](#)

Intuitive. Integrated. Kronos InTouch.

Over the past 10 years, the worlds of workforce management and technology have fundamentally shifted — from tactical solutions to fully integrated, intuitive partners in your success. But time clocks, a fundamental tool used to track and manage the workforce, weren't keeping up with, well ... the times. *Until now.*

The Kronos InTouch™ provides an unrivaled user experience that reshapes the way you think about — and the way employees interact with — your workforce management system. All through a simple touchscreen time clock designed to meet your needs of tomorrow, today.

Can it really be this easy?

If the Kronos InTouch looks familiar, it should.

We've taken design cues from today's most intuitive consumer electronics to make our time clock easy for you and your employees to use. It's innovation at its best.

Even the basics of employee self-service have been simplified. From clocking in with a quick scan of a badge to selecting your language of choice, entries are instantly verified for accuracy. And with biometric identification capabilities, "buddy punching" can be prevented to help control labor costs associated with inflated payroll.

The modern design and simplicity of Kronos InTouch allows instant engagement and action through intuition. Which translates to faster employee adoption, less wasted time, and improved productivity. Simple. Yes. Too easy? Never.



Ready to do more with integration that's seamless?

Sometimes you can achieve more, by doing less.

The Kronos InTouch integrates seamlessly with your workforce management suite, allowing employees to easily check accrual balances, request time off, view schedules, and much more. Managers spend less time on administrative duties and more time on critical workforce tasks.

That same power of integration means Kronos InTouch is smart enough to know whether an employee is logging in or logging out, preventing unapproved time before or after scheduled shifts and potentially inaccurate punch records. Integration also means employees can view and confirm their timecards in real time. And with the Department of Labor's increased scrutiny of hourly employee records, InTouch becomes an important tool for recording employee time and defending against potential class-action lawsuits.

With seamless integration, InTouch provides real-time self-service and guided decisions that increase workforce productivity. Do more. Achieve more. All with an innovative time clock built for today's workforce.

Who said the clouds are out of reach?

Reach beyond your goals and Kronos will be there to help you achieve them.

InTouch was designed for today's cloud computing environments, with device-initiated communications capabilities that allow the clock to work over the open internet and through firewalls. All while protecting your data using secure https communications. So if your goals are to get to the height of cloud technology, we'll help you get there.

Cloud applications demand secure devices that can be accessed anytime and from anywhere. And one of the most powerful and unique capabilities of InTouch is its ability to be monitored and controlled from a remote location. Voice over Internet Protocol (VoIP) phone support allows employees to quickly report a problem right from the clock so that a representative can then remotely monitor and control the device to troubleshoot and correct any issues.

Today's devices demand communication capabilities that keep information flowing. And to keep your business running efficiently. Even when you're in the cloud, you're never too far out of reach for InTouch.

Kronos InTouch

Want to extend your capabilities beyond boundaries?

Promote productivity with a tool that allows your team to work beyond boundaries

Kronos InTouch extends your capabilities to improve productivity. It's built to be used as a multi-purpose tool that works for you 24/7, even when it's not tracking punches. Our time clock's open and secure Android-based platform allows you to display virtually any content directly to the device at any time. Use InTouch to play a video message. Display a message from the CEO on the built-in screensaver. You're limited only by your imagination.

Use the embedded browser on InTouch to access information directly from your internal systems. Or build a native workflow. The flexibility of InTouch allows you to design special transactions that meet your company's specific needs. It's just one more way Kronos helps you improve the productivity of your frontline workforce.

Push your boundaries. Find out what a multipurpose time clock is capable of. The extensible nature of InTouch allows you to imagine where you want to go. And then takes you there.

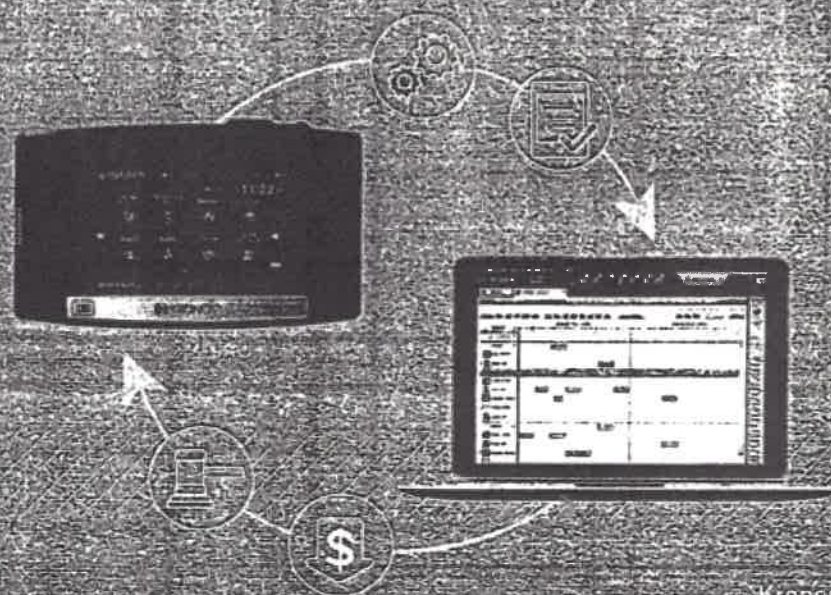
Enrolled in the school of hard knocks?

For over 30 years we've built a reputation for providing the industry's **most durable time clocks**.

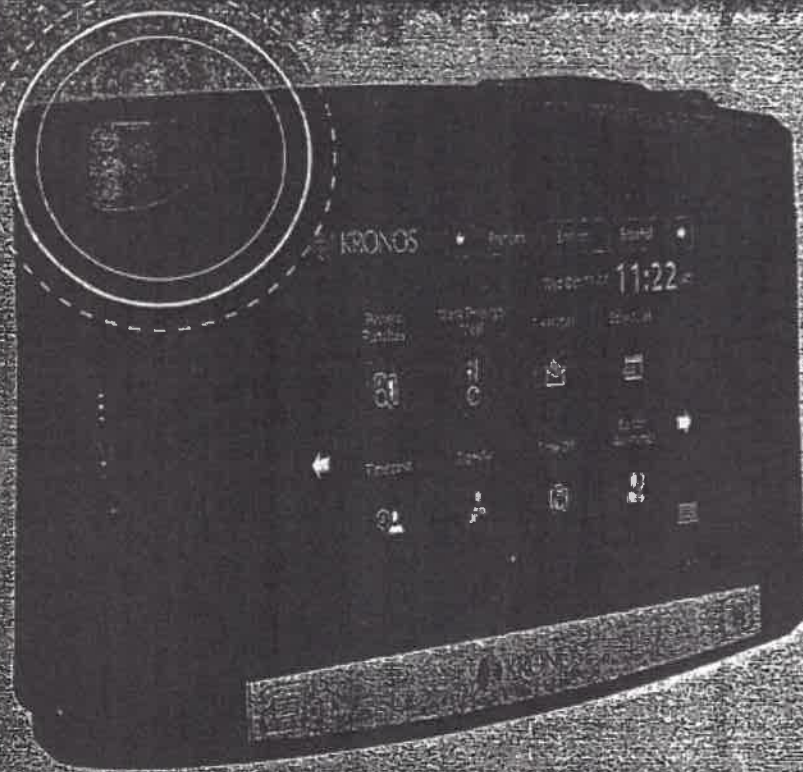
We know your employees can be working in some of the toughest, grimmest environments out there. But your tough work environments are our classrooms.

We've taken what we've learned from our customers and built the InTouch to withstand more than a few hard knocks. Our InTouch design team has gone to great lengths to use only the most proven and durable technology.

We're not afraid to get down and dirty. We welcome the daily punishment your team can deliver. Rest assured we've built InTouch to meet your needs and perform flawlessly. For years to come.



Kronos InTouch



Key Features

Optional Wi-Fi capability

Use Wi-Fi for faster and easier clock installations and to replace antiquated technologies that don't use Ethernet cables.

Large 7" touchscreen with wide VGA full-color LCD

A simple, intuitive, and unrivaled user experience that delivers an unprecedented level of functionality for faster adoption and improved productivity.

Real-time alerts at the clock

Notify employees of urgent items that require their attention when they punch in.

Optional biometric identification and verification for increased payroll accuracy

Prevent employees from "buddy-punching," or take a leap forward in security. InTouch incorporates biometric technology to validate an employee's identity without easy-to-lose or forget badges or PINs.

Support for all major badge formats, including new smart card

You want choices? Select the InTouch model that works best for your organization.

Language selections support employee preferences

InTouch was designed from the ground up to be multilingual, with multiple languages supported simultaneously.

Slim-profile enclosure

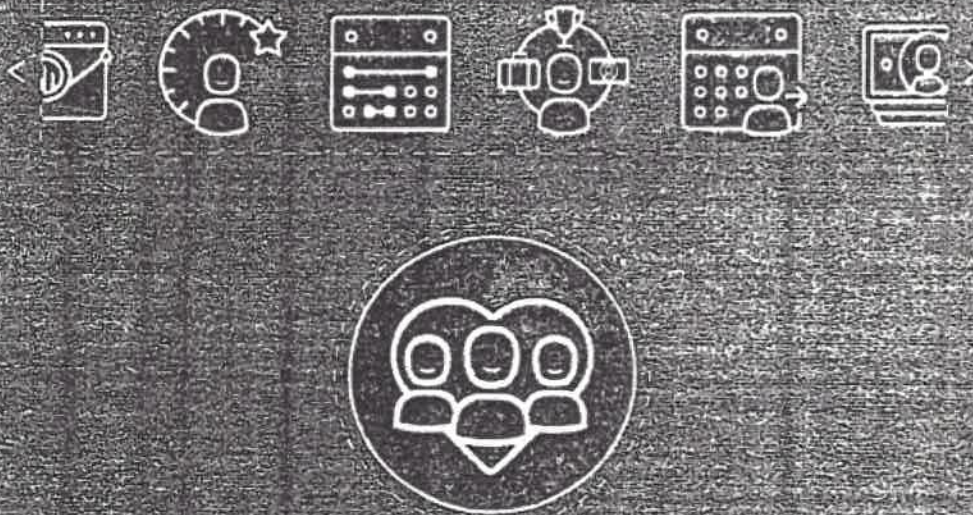
While the touchscreen may be big, the terminal itself is anything but. Just like the powerful technologies we carry around in our pockets, it's durable and reliable, and yet easy on the eyes.

Optional battery pack expansion

Keep everything moving in the event of a power outage with the InTouch battery pack.

Easy-to-understand LED indicator

Using the badge technology of your choice, each punch is instantly processed and accompanied by an audible tone and a bright light indicator for quick interpretation.



Kronos InTouch

Kronos InTouch Device Specifications

User interface	7" color WGA Rugged, 5-wire resistive touchscreen Multicolor LED indicator Speaker and microphone		
Available integrated readers and supported card technologies	Integrated bar code badge reader Integrated magnetic stripe card reader Integrated EM4102 proximity card reader Integrated HID proximity card reader	Integrated contactless smart card reader with support for the following technologies: <div><div>HID™ ICLASS™ HID™ ICLASS SE™ MiFare Classic</div><div>HID™ Mobile Access® via NFC HID™ ICLASS™ Seos™ MiFare DesFire EV1</div><div>FIPS 201 PIV</div></div>	
Communications	10/100 Mbps auto-sensing Ethernet with DHCP, SSL https, IPV4, and IPV6 support Optional wireless 802.11 b, g, or n 2.4 GHz with WPA, WPA2 Personal, and WPA2 enterprise security		
CPU type	TI OMAP 4460 Dual Core 1.2 GHz		
Memory size	2GB Micro SD Card, 512MB NAND Flash, 1GB RAM		
Power	100V–240V, 1.5A max, internal or external transformer Integrated Power Over Ethernet Plus (802.11at)		
Environment	Operating temperature: 0°–40° Celsius Storage temperature: -20°–70° Celsius Humidity: 10%–95% noncondensing		
Dimensions	10.75" wide x 6" high x 4" deep (standard configuration) 10.75" wide x 6" high x 2" deep (slim configuration)		
Enclosure	Rugged polycarbonate/ABS resin		
Shipping weight	5 lbs.		
Options	Touch ID and Touch ID Plus finger-based biometrics components External proximity reader External linear imager bar code scanner Backup battery Universal relay Wi-Fi and BLE adaptor		
Operating System	Android OS		

Kronos® is a leading provider of workforce management and human capital management cloud solutions. Kronos industry-centric workforce applications are purpose-built for businesses, healthcare providers, educational institutions, and government agencies of all sizes. Tens of thousands of organizations — including half of the Fortune 1000® — and more than 40 million people in over 100 countries use Kronos every day. Visit www.kronos.com. **Kronos: Workforce Innovation That Works™**.

Put Kronos InTouch to work for you:
+1 800 225 1561 | kronos.com/intouch



www.kronos.com

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CV0071-USv5

InTouch H4		Hardware	Maintenance	
<u>Select InTouch Time Clock based on Reader Type</u>		Part Number	Item Price	Depot Repair Exchange
Kronos InTouch, H4 Standard Enclosure, with Bar Code Badge Reader		8609100-008	\$2,624.35	\$210.00 \$285.00
Kronos InTouch, H4 Standard Enclosure, with Magnetic Stripe Card Reader		8609100-002	\$2,733.85	\$210.00 \$285.00
Kronos InTouch, H4 Standard Enclosure, with HID Proximity Card Reader		8609100-003	\$3,135.35	\$210.00 \$285.00
Kronos InTouch, H4 Standard Enclosure, with EM4102 Proximity Card Reader		8609100-004	\$3,135.35	\$210.00 \$285.00
Kronos InTouch, H4 Standard Enclosure, with Smart Card Reader		8609100-007	\$3,208.35	\$210.00 \$285.00
<u>Step 3A: Select Power Option for Standard Enclosure Model InTouch</u>				
InTouch North America Power Kit For Mounting Over In-Wall AC Outlet - Standard Enclosure		8609001-001		No Maintenance Available
InTouch North America Power Kit For External AC Outlet - Standard Enclosure		8609002-001		No Maintenance Available
No Power Cord required (Using Power Over Ethernet or Power Over Ethernet Plus)		NO POWER CORD REQUIRED		No Maintenance Available
<u>Step 4A: Select Additional Options as required for Standard Enclosure Model InTouch</u>				
Kronos Touch ID Plus Biometric Option for InTouch H3, H4		8609042-021	\$876.00	\$66.00 \$120.00
InTouch DX		Hardware	Maintenance	
<u>Select InTouch DX Time Clock based on Reader Type</u>		Part Number	Item Price	Depot Repair Exchange
Kronos InTouch DX with Bar Code Badge Reader		8610000-001	\$2,697.35	\$225.00 \$300.00
Kronos InTouch DX with Magnetic Stripe Card Reader		8610000-002	\$2,806.85	\$225.00 \$300.00
Kronos InTouch DX with HID Proximity Card Reader		8610000-003	\$3,208.35	\$225.00 \$300.00
Kronos InTouch DX with Smart Card Reader		8610000-007	\$3,281.35	\$225.00 \$300.00
<u>Select Power Option for InTouch DX</u>				
InTouch DX North America Power Kit For External AC Outlet		8610002-001		No Maintenance Available
No Power Cord required (Using Power Over Ethernet or Power Over Ethernet Plus)		NO POWER CORD REQUIRED		No Maintenance Available
<u>Select Additional Options as required for InTouch DX</u>				
Kronos Touch ID Plus Biometric Option for InTouch DX		8610012-001	\$876.00	\$66.00 \$120.00
InTouch DX NiMH Backup Battery Option		8610011-001	\$280.00	Consumable

Exhibit C –

WORKFORCE CENTRAL - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

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

Kronos and Customer hereby further agree that Kronos and its direct and indirect majority owned subsidiaries may enter into orders with Customer and/or its direct and indirect majority owned subsidiaries subject to the terms and conditions of this Agreement. By signing and entering into an Order Form that expressly references this Agreement, each such subsidiary of Kronos and/or Customer will be deemed to have agreed to be bound by the terms and conditions of this Agreement and all references in this Agreement to "Kronos" shall be references to the applicable Kronos entity entering into the order, and all references in this Agreement to "Customer" shall be references to the applicable Customer entity entering into the order.

1. DEFINITIONS

"Acceptable Use Policy" means the Kronos policy describing prohibited uses of the Services as further described at: <https://www.kronos.com/helpdesk/acceptable-use>

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

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

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

"Cloud Services" means those services related to Customer's cloud environment as further described at: <https://www.kronos.com/helpdesk/cloud-environment-requirements>

"Confidential Information" means any non-public information of a party or its Supplier relating to such party's business activities, financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary or confidential to the disclosing party or its Supplier.

"Customer Contact" means all contact Customer, or others acting on behalf of or through Customer, poses or otherwise inputs into the Services.

"Documentation" means user manuals published by Kronos relating to the features and functionality of the Applications.

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

"Implementation Services" means those professional and advisory services provided by Kronos to set up the cloud environment and configure the Applications. Unless otherwise set forth on an Order Form as "a la carte" services (implementational fixed fee, fixed scope services) or "all in you go" services (time and material services described in a Statement of Work), Kronos will provide, as part of the Monthly Service Fee for the Applications, the fixed fee, fixed scope Implementation Services described in the Services Implementation Detail set forth at: <https://www.kronos.com/web-saas-implementation-guidelines-detail-fee>

"Initial Term" means the initial billing term of the Services as indicated on the Order Form. The Initial Term commences on the Billing Start Date. Customer may have access to the Services prior to the commencement of the Initial Term.

"Knowledge/Pace Content" and "Knowledge/Pace Education Subscription" have the meanings ascribed in Section 7.5.

"Monthly Contract Value" means the total of all Monthly Service Fees to be invoiced during the Initial Term or a Renewal Term, as applicable.

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

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

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

"Renewed Term" means the renewed billing term of the Services as indicated on the Order Form.

"Services" means (i) the Cloud Services, (ii) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a Kronos website, and all such services, items and offerings accessed by Customer therein, and (iii) the Equipment rented hereunder, if any. "Statement of Work", "SOW", "Services Scope Statement" and "SSS" are interchangeable terms referring to a written description of the Implementation Services mutually agreed upon by Kronos and Customer and set forth as "SOW" or "SSS" on the Order Form.

"Supplier" means any contractor, subcontractor or licensee of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Services. Kronos may at its sole discretion replace a Supplier, provided that a change in Supplier will not have a materially adverse effect on the Services delivered by Kronos under this Agreement.

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

"Training Fee(s)" has the meaning ascribed to it in Section 7.6 below.

1. TERM

2.1 Billing for the Services commences on the Billing Start Date, and continues for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewed Term as applicable, the Services shall automatically renew each year for no additional Renewed Term until terminated in accordance with the provisions hereof.

2.2 Customer may terminate the Services and this Agreement for convenience upon sixty (60) days prior written notice subject to Customer's payment of the Minimum Contract Value. Kronos may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

2.3 Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice.

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

2.5 If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued and unpaid under the Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by Kronos, Kronos shall refund Customer any prepaid fees for Services not delivered by Kronos;

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

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

(d) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

2.6 Customer Content shall be available to Customer to retrieve at any time and at no additional charge throughout the Term and for no more than fifteen (15) days after expiration or termination of the Agreement for any reason. After such time period, Kronos shall have no further obligation to store or make available the Customer Content and will securely delete all Customer Content without liability of any kind.

2. FEES AND PAYMENT

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

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

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

2.4 Customer agrees that except if Customer tenders for material breach of the Agreement by Kresco, if Customer has not paid the Minimum Contract Value to Kresco prior to the expiration or termination of the Initial Term or a Renewal Term, as applicable, Customer shall pay within thirty (30) days of the date of such expiration or termination, the difference between the total Monthly Service Fee then paid by Customer for the Initial Term or Renewal Term, as applicable, and the Minimum Contract Value, less SLA Credits, if any, that have been earned previously by Customer but not yet credited.

4. RIGHTS TO USE

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

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

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

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

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

5. ACCEPTABLE USE

5.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement. Customer is responsible for all activities undertaken under the auspices of its personnel and other agents authorized to use the Services.

5.2 Customer represents and warrants to Kravco that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to Kravco that the Customer Content will comply with the Acceptable Use Policy.

5.3 Customer will not (a) use, or allow the use of, the Services in contravention of the Acceptable Use Policy.

5.4 Kravco may suspend the Services immediately upon written notice in the event of any security risk, negative impact on infrastructure or Acceptable Use Policy violation.

6. CONNECTIVITY AND ACCESS

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

7. IMPLEMENTATION AND SUPPORT

7.1 **Implementation Services.** Kravco will provide the Implementation Services to Customer. Implementation Services described in an SOW are provided on a time and materials basis, billed monthly as delivered unless otherwise indicated on the Order Form. Implementation Services described in the Services Implementation Guidelines are provided on a flat fee basis. If Customer requests additional Implementation Services beyond those described in the Services Implementation Guidelines, Kravco will create a change order for Customer's review and approval and any additional Implementation Services to be provided by Kravco will be billed as delivered at the then-current Kravco professional services rate. Kravco's configuration of the Applications will be based on information and work flows that Kravco obtains from Customer during the discovery portion of the implementation. Customer shall provide Kravco with all necessary and accurate configuration-related information in a timely manner to ensure that mutually agreed implementation schedule are met. In the event that Kravco is required to travel to Customer's location during the implementation, Customer agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, plus an administrative fee of ten percent (10%) of the amount of such travel expenses, incurred.

by Krones is accordance with the then-current standard Krones travel and expense policies, which Krones will provide to Customer upon request. Krones shall invoice Customer for such travel expenses and payment thereof shall be due net thirty (30) days from date of invoice. Krones' then-current Professional/Nonprofessional Services Policies shall apply to all Implementation Services provided by Krones and may be accessed at <http://www.krones.com/Support/Services/Professional/Nonprofessional/Professional%20Services%20Policies> ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

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

7.5 Support. Krones will provide 24x7 support for the cloud infrastructure, the availability to the cloud environment, and telephone support for the logging of functional problems and user problems. Customer may log questions online via the Krones Customer Portal. As part of such support, Krones will make updates to the Services available to Customer at no charge as such updates are released generally to Krones' customers. Customer agrees that Krones may install critical security patches and infrastructure updates automatically as part of the Services. Krones' then-current Support Services Policies shall apply to all Support Services provided by Krones and may be accessed at <http://www.krones.com/Support/Services/Support/Support%20Services%20Policies> ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

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

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

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

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

Depot Repair: Upon failure of installed Equipment, Customer shall install a Spare Product (as defined below) to replace the failed Equipment. Customer shall then return the failed Equipment, with the required RMA, to the applicable Krones Depot Repair Center. Customer shall make reasonable efforts to return the failed Equipment using the same or substantially similar packing materials in which the original Equipment was sent. Customer shall also specify the address to which

the repaired Equipment should be return shipped. Upon receipt of the failed Equipment, Krones shall repair the failed Equipment and ship it, within ten (10) business days after receipt, to Customer. Krones shall ship the repaired Equipment by regular surface transportation to Customer.

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

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

(7) Warranty. Krones warrants that all service packs and firmware updates provided under this Agreement shall perform in accordance with the Krones published specifications in all critical supports for a period of sixty (60) days after download by Customer. In the event of a breach of this warranty, Customer's exclusive remedy shall be Krones' repair or replacement of the deficient service pack(s) or firmware update(s), at Krones' option, provided that Customer's use, installation and maintenance thereof have conformed to the specifications.

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

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

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

1.5 KnowledgePac Education Subscription. When KnowledgePac Education Subscription is purchased on an Order Form (i.e., not indicated as "included" in the Monthly Service Fee), Krones will provide Customer with the KnowledgePac Education Subscription for a period of one (1) year from execution of the Order Form. Krones will send Customer a manual invoice for renewal of the KnowledgePac Education Subscription, and the KnowledgePac Education Subscription shall renew for an additional one (1) year term if Customer pays such invoice before the end of the then-current term for the KnowledgePac Education Subscription. The KnowledgePac Education Subscription provides access to certain educational offerings provided by Krones (the "KnowledgePac Content"). Customer recognizes and agrees that the KnowledgePac Content is copyrighted by Krones. Customer is permitted to make copies of the KnowledgePac Content provided it "goes" from solely for Customer's internal use. Customer may not

discuss such KnowledgeBase Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgeBase Content without the written consent of Kronos, provided that Customer may download and modify contents of training kits solely for Customer's internal use.

1.6 Training Points. "Training Points" are points which are purchased by Customer that may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Training Points may be redeemed only during the Term but only prior to the date which is no more than twelve (12) months after the date of the Order Form pursuant to which the Training Points were acquired, after which time such Training Points shall expire and be of no value. Training Points may not be exchanged for other Kronos products or services.

1.7 Training Courses. When Training Points or training sessions are set forth in an ERS, the ERS applies. When Training Points or training sessions are not set forth in an ERS, as part of the Services, for each final application module included in the Services purchased by Customer, Customer's employees shall be entitled to attend, in the quantity indicated, the corresponding training course set forth at ~~www.kronos.com/training/ondemand/ondemand-course-overview.html~~ ~~www.kronos.com/training/ondemand/ondemand-course-overview.html~~ ~~www.kronos.com/training/ondemand/ondemand-course-overview.html~~ ~~www.kronos.com/training/ondemand/ondemand-course-overview.html~~ Participation in such training courses is limited to the number of seats indicated for the courses corresponding to the modules forming a part of the Services purchased by Customer.

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

2. CUSTOMER CONTENT

Customer shall own all Customer Content. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Customer will ensure that all Customer Content conforms with the terms of this Agreement and applicable law. Kronos and its Suppliers may, but shall have no obligation to, access and monitor Customer Content from time to time to provide the Services and to ensure compliance with this Agreement and applicable law. Customer is solely responsible for any claims related to Customer Content and for properly handling and processing notices that are sent to Customer regarding Customer Content.

3. EQUIPMENT

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

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

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

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

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

(d) **Ownership.** All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate from 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 insurance, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).

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

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

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

(a) **Title and Warranty Period.** When the Order Form indicates FOB - Shipping Point, title to the Equipment passes to Customer upon delivery to the carrier; for all other shipping terms, title passes upon delivery to Customer. The "Warranty Period" for the Equipment shall be for a period of sixty (60) days from each delivery (unless otherwise required by law).

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

10. SERVICE LEVEL AGREEMENT

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

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

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

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

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

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- (c) malfunctions resulting from the use of inputs or supplies not approved by Kronos.

EXCEPT AS PROVIDED FOR IN THIS SECTION 11, KRONOS HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTEES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION

THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT MAY OTHERWISE ARISE PURSUANT TO ANY STATUTE, CODE, COMMON LAW OR JUDICIAL DECISION. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SaaS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

11.9 DATA SECURITY

11.1 As part of the Services, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described on [Kronos.com/kronos.com/privacy-workforce-control-identity-and-security.aspx](#).

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

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

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

12. INDEMNIFICATION

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

12.2 Kronos shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Applications other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise have been infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a Licensor to Kronos or Supplier, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's necessary rights with respect

to such infringement claims, provided that Kronos or Kronos' Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such Infringer.

13.3 Customer shall defend Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "Kronos Indemnified Parties") from and against any and all Claims, and will indemnify and hold harmless the Kronos Indemnified Parties against liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees), arising out of: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not provided by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or otherwise violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action.

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

14. LIMITATION OF LIABILITY

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

14.2 EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, THE TOTAL AGGREGATE LIABILITY OF KRONOS OR KRONOS' SUPPLIERS TO CUSTOMER AND/OR ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY CUSTOMER. SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.

14.3 EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, IN NO EVENT SHALL KRONOS OR KRONOS' SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR DOWNTIME PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTED, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER KRONOS OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

14.4 EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND

WORKING, CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

15. CONFIDENTIAL INFORMATION

15.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which each Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information, or use it for any purpose not explicitly authorized herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive for five (5) years after the return of such Confidential Information to the disclosing party or five (5) years after the expiration or termination of the Agreement, whichever is later, as applicable. Notwithstanding anything herein to the contrary, each party acknowledges and agrees that all trade secrets shall be safeguarded by a receiving party as required by this Agreement for so long as such information remains a trade secret pursuant to applicable law.

15.2 Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultant, contractor, and counsel who have a need to know in connection with the Agreement and have executed a non-disclosure agreement with obligations at least as stringent as this Section 15, or (c) by law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party contests, or threatens to contest, a breach of this Section 15, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

15.3 This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish: (a) is or becomes generally known through no breach of the Agreement by the receiving party, or (b) is already known or is independently developed by the receiving party without use of or reliance on the Confidential Information.

16. EXPORT

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

17. GENERAL

17.1 This Agreement shall be governed by and construed in accordance with the laws of the state, province and country in which Kroon is incorporated without regard to any conflict of law provisions. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement and waive and "opt out" of the Uniform Computer Information Transactions Act (UCITA), or any other similar law.

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

17.3 Customer shall not assign the Agreement or the right to use the Services without the prior written consent of Kroon and any purported assignment, without such consent, shall be void.

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

17.5 All notices given under the Agreement shall be in writing and sent postage pre-paid, if to Kroon, to the Kroon address on the Order Form, or if to Customer, to the billing address on the Order Form.

17.6 No action, regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen.

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

17.8 The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via the electronic means described via email or the Internet it shall constitute a valid and enforceable agreement.

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

CUSTOMER AGREES TO THESE TERMS AND CONDITIONS FOR ALL ORDER FORMS FOR THE SERVICES. THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO CONTRACTUALLY BIND CUSTOMER.

DATED: Click here to enter text.

CUSTOMER: State of West Virginia

BY: E. Kent Hartsop

NAME: E. Kent Hartsop

TITLE: Director ERMIS
6-13-18

NAME: John O'Brien, Chief Revenue Officer

DATE: June 13, 2018

EXHIBIT A**SERVICE LEVEL AGREEMENT (SLA)**

Service Level Agreement: The Services, in a production environment, are provided with the service levels described in this Exhibit A. SLAs are only applicable to production environments. SLAs will be available upon Customer's signature of Kronos' Go Live Acceptance Form for Customer's production environment.

99.75% Application Availability

Actual Application Availability % = $\frac{\text{Monthly Minutes (MM)} - \text{Total Minutes Not Available (TMN)}}{\text{Monthly Minutes (MM)}}$, but not including Excluded Events

Service Credit Calculation: An Outage will be deemed to occur when the Applications are unavailable to Customer in Customer's production environment hosted by Kronos and not when Kronos has restored availability of the Applications. Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle Customer to a credit as follows:

Actual Application Availability % (as measured in a calendar month)	Service Credit to be applied to Customer's monthly invoice for the affected month
99.75% to 99.75%	10%
99.75% to 99.25%	15%
99.25% to 97.75%	25%
97.75% to 96.75%	35%
96.75%	50%

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

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

"Maintenance Period" means scheduled maintenance periods established by Kronos to maintain and update the Services, when downtime may be necessary, as further described below. The Maintenance Period is used for purposes of the Service Credit Calculation; Kronos continuously maintains the production environment on a 24x7 basis to reduce disruptions.

Customer Specific Maintenance Period

1. Customer will choose one of the following time zones for their Maintenance Period:
 - a. United States Eastern Standard Time,
 - b. GMT/UTC,
 - c. Central European Time (CET) or
 - d. Australian Eastern Standard Time (AEST).

2. Customer will choose one of the following days of the week for their Maintenance Period: Saturday, Sunday, Wednesday or Thursday.
3. Kreate will use up to six (6) hours in any two (2) consecutive billing months (specifically: January and February; March and April; May and June; July and August; September and October; November and December) to perform Customer Specific Maintenance, including any customer requested Application updates. Downtime in excess of those six (6) hours will be deemed to be an Outage.
4. Customer Specific Maintenance will occur between 12am-6am during Customer's selected time zone.
5. Including any customer requested Application updates, Kreate will provide notice for planned downtime via an email notice to the primary Customer contact at least seven (7) days in advance of any known downtime so planning can be facilitated by Customer.
6. Customer Specific Maintenance Windows also include additional maintenance windows mutually agreed upon by Customer and Kreate.
7. In absence of instruction from Customer, Kreate will by default perform Maintenance in the time zone where the Data Center is located.

Non-Customer Specific Maintenance Period

Kreate participates non-Customer Specific Maintenance to be performed with no or little (less than three hours per month) Continuous Downtime. If for any reason non-Customer Specific Maintenance requires downtime, Kreate will provide as much notice as reasonably possible of the expected window in which this will occur. Downtime in excess of three (3) hours per month for Non-Customer Specific Maintenance will be deemed to be an Outage.

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

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

Reporting and Claims Process: Service Credits will not be provided if: (a) Customer is in breach or default under the Agreement at the time the Outage occurred; or (b) the Outage results from an Excluded Event.

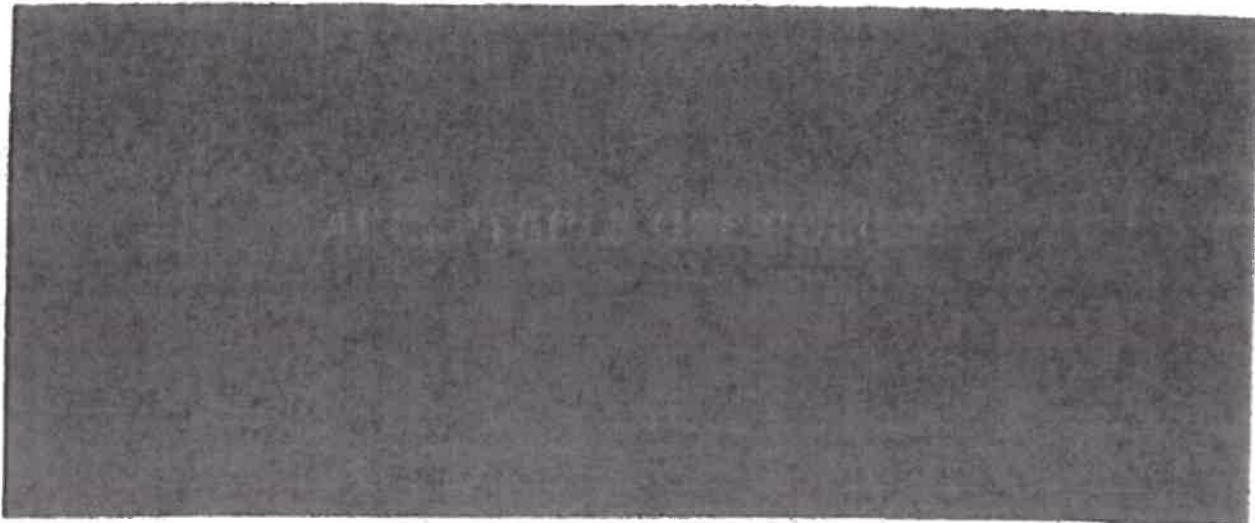
Kreate will provide Customer with an Application Availability report on a monthly basis for each prior calendar month. Within sixty (60) days of receipt of such report, Customer must request the applicable Service Credit by written notice to Kreate. Customer waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on Kreate records and data unless Customer can provide Kreate with clear and convincing evidence to the contrary.

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

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

5/17/2018

Acceptable Use Policy | Kronos



This Acceptable Use Policy (this "Policy") describes prohibited uses of the Services. 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 Services, 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 Services until the violation is corrected, or terminate the Agreement for cause in accordance with the terms of the Agreement.

(a) No Illegal, Harmful, or Offensive Use or Content

Customer may not use, or encourage, promote, facilitate or instruct others to use, the Services 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.

(b) No Security Violations

5/17/2018

Acceptable Use Policy | Kronos

Customer may not use the Services 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)

(c) 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.

(d) 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.

(e) Monitoring and Enforcement

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

- investigate violations of this Policy or misuse of the Services; or
- remove, disable access to, or modify any content or resource that violates this Policy.

5/17/2019

Acceptable Use Policy | Kronos

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.

(f) 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.

English
Français



Community
Careers
Blogs
Contact

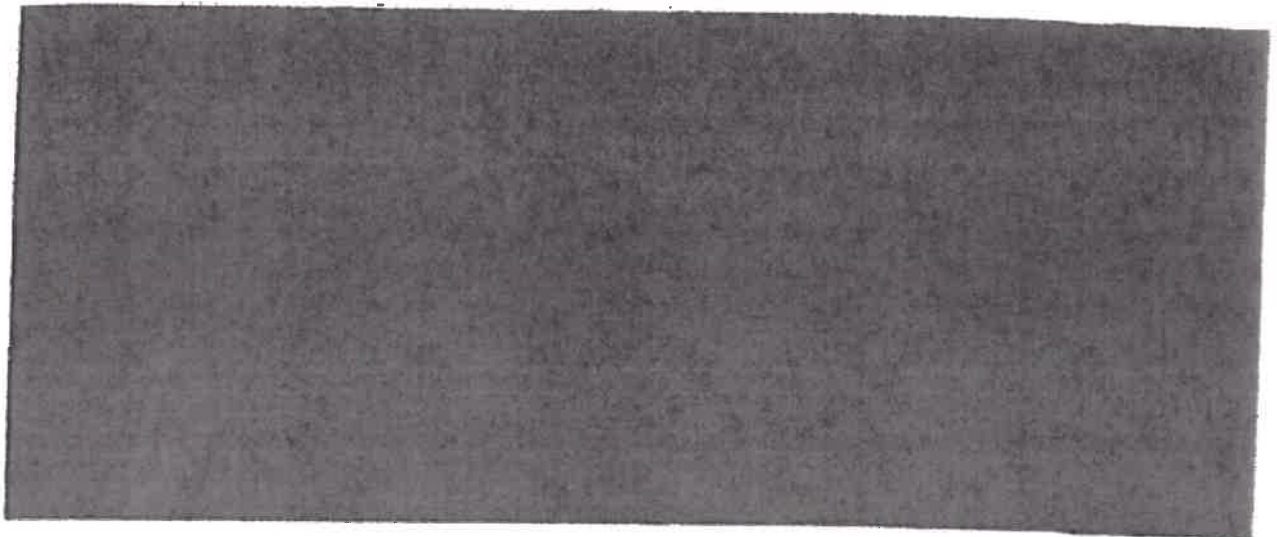


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5/17/2018

Kronos Workforce Central and Workforce TeleStaff Deployment | Kronos



The following guidelines and services apply to Workforce Central and Workforce Telestaff applications that are deployed in the Kronos Cloud:

Cloud Services

Environments:

One standard Production and one Non-Production (Development) environment.

Included.

Additional non-production environments are available for additional fees.

5/17/2018

Kronos Workforce Central and Workforce TimeStaff Deployment | Kronos

Cloud Services

Environment restoration:

Included.

Services to restore Production environment to one Non-Production environment up to one time per week, if requested.

More frequent restores or additional environments will be subject to additional time and material fees.

Customer is responsible for requesting data to be moved from the Production environment to the Non-Production environment and for the contents of the data moved from the Production environment to the Non-Production environment.

Connectivity to Service:

Included

Customer's users connect to application via secure SSL/TLS connection over the Internet. Cooperative efforts with customer IT staff may be required to enable access. Kronos will assist with validating site connectivity but assumes no responsibility for customer Internet connection or ISP relationships. Kronos related Internet traffic cannot be filtered by proxy or caching devices on the client network. Exclusions must be added for the fully qualified domain names and public IP addresses assigned to the environments in the Kronos Cloud.

Device Initiated Terminal Connectivity:

Included

All terminals that are compatible with Device Initiated communication mode must use this mode of communication. With the Device Initiated mode of communication, the Kronos terminal initiates all communications with the Device Manager Server at the Kronos Cloud over the Internet. In cases where Network Address Translation is required for terminals, the customer is responsible for applying the translations on their network. Kronos Cloud does not support terminals prior to Kronos 4500 series and does support certain models released thereafter. Please see product documentation support matrix for details.

Note: Server Initiated terminal communication, if permitted, requires a VPN and is not the preferred communication method when connecting terminals to the Kronos Cloud.

6/17/2016

Kronos Workforce Central and Workforce TeleStaff Deployment | Kronos

Cloud Services**Remote Access to Non-Web Kronos Applications:****2 named users
Included**

Remote access to non-web Applications (e.g. Kronos Workforce Integration Manager) using a remote access tool such as Citrix® Receiver. Limited Kronos Applications require the use of these remote access accounts.

SFTP Accounts:**2 logins included**

SFTP accounts are provided to customers to push files to the Kronos Cloud and to pull files from the Kronos Cloud for designated integration points (e.g. Kronos Workforce Integration Manager input/output folders). The Kronos SFTP folder location is not designed for long-term storage and files stored longer than 30 days may be deleted. Kronos Cloud SFTP does not initiate connections, thus SFTP file transfers must be a customer initiated process.

Operating System and Database Software Management:**Included**

Includes the required O/S and SQL Server licenses, as well as services for Kronos to apply critical security patches, service packs and hot-fixes for the software running in Kronos Cloud.

Server Maintenance:**Included**

All server maintenance, including repair and replacement of defective or failed hardware and the installation of hardware upgrades for the software running in Kronos Cloud.

Kronos Application Updates:**Included**

Services to perform technical tasks required to apply application service packs, legislative updates (if applicable), point releases and version upgrades.

Backup:**Included**

Customer data is backed up daily. Database backups are replicated via encrypted connections to a second Kronos Cloud datacenter. Backups are retained for the prior 28 days on a rotating basis. All historical employee and configuration data is stored in the rotating backups.

5/17/2018

Kronos Workforce Central and Workforce TaleStaff Deployment | Kronos

Cloud Services**Security:****Included****For customers that choose datacenters in the United States of America or continental Europe:**

Kronos maintains a hosting environment that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts SSAE 16 (i.e. SOC 1) and the AICPA Trust Services Principles Section 100a, Trust Services for Security, Availability, Processing Integrity, Confidentiality and Privacy (i.e. SOC 2). The Kronos Private Cloud (KPC) is evaluated for the principles of Security, Availability and Confidentiality by the independent auditor. The Kronos Private Cloud is located in data centers that undergo SSAE 16 examinations. Management access to the KPC is limited to authorized Kronos support staff and customer authorized integrations. The security architecture has been designed to control appropriate logical access to the KPC to meet the Trust Services Principles of Security, Availability and Confidentiality. The Applications provide the customer with the ability to configure application security and logical access per the customer's business processes.

In the event the customer identifies a security issue, the customer agrees to notify Kronos.

For security purposes customers are restricted from directly accessing the desktop, file systems, databases and operating system of the environments. Thus, WIM integrations cannot initiate connections to push or pull data from on premise or other cloud based data sources including but not limited to external databases, and remote file shares.

Customer agrees not to upload payment card information, as the service is not certified for PCI DSS.

Customer agrees not to upload health information that falls under the United States HIPAA law.

For customers that choose in datacenters outside the United States of America or continental Europe:

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Kronos Workforce Central and Workforce TaleStaff Deployment | Kronos

Cloud Services

For any outsourced (subcontracted) infrastructure (e.g. co-location provider, public cloud provider) Kronos will provide Customer a copy of its subcontractor's AICPA SSAE 16 SOC 1 Type II and/or AT101 SOC 2 Type II reports, published and attested to by an independent third party auditing firm, if applicable. Kronos is not required to utilize any outsourced (subcontracted) infrastructure (e.g. co-location provider, public cloud provider) as part of this agreement to deliver services. If Kronos does not use outsourced (subcontracted) infrastructure (e.g. co-location provider, public cloud provider) customer will be entitled to receive a copy, if made available from Kronos at a future date, of a Kronos published AICPA SSAE 16 SOC 1 Type II and AT101 SOC 2 Type II reports published and attested to by an independent third party auditing firm, if made available.

The Kronos applications provide the customer with the ability to configure application security and logical access per the customer's business processes.

In the event the customer identifies a security issue, the customer agrees to notify Kronos.

For security purposes customers are restricted from directly accessing the desktop, file systems, databases and operating system of the environments. Thus, WIM integrations cannot initiate connections to push or pull data from on premise or other cloud based data sources including but not limited to external databases, and remote file shares.

Customer agrees not to upload payment card information as the service is not certified for PCI DSS.

Customer agrees not to upload health information that falls under the United States HIPAA law.

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Kronos Workforce Central and Workforce TeleStaff Deployment | Kronos

Cloud Services**Read-Only ODBC Access:****If selected on Order
Form**

Kronos will provide customer with read-only ODBC access into customer's Production and Non-Production databases for Timekeeper/HRMS and/or TeleStaff over secure connection (e.g. VPN). Customer is responsible for establishing this secure connection to the Kronos Cloud and for any additional fees for that connection that may apply. Kronos may, but is not obligated to, limit or block customer's database read-only ODBC queries in order to prevent failure of the database due to overload. Kronos will not pay SLA credits for any Outage that is the result of overloading the database during read-only ODBC access. Customer understands that overall performance may be reduced during peak processing periods, and customer may need to limit resource intensive read-only ODBC queries to off-peak periods. Customer acknowledges that read-only ODBC access over a long distance secure connection is not a reliable protocol, as it does not have built-in retry logic to handle connectivity issues. Kronos is not responsible for any changes that may be required to customer's internal systems due to read-only ODBC access.

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Kronos Workforce Central and Workforce TaleStaff Deployment | Kronos

Cloud Services

Disaster Recovery Services:

Included

Basic Disaster Recovery services are provided to all hosted customers at no additional fee and include:

Customer environment and all customer data in the Kronos Cloud are replicated to a secondary Kronos Cloud data center. Disaster Recovery Services provide for a Recovery Point Objective (RPO) of 24 hours and Kronos strives to restore application availability in a commercially reasonable timeframe. The customer will be down until the Production environment is restored in the primary or secondary data center, if needed, as an application environment is not readily available at the alternate site to process data. Customers are expected to use fully qualified domain names (FQDNs) to access the service given that IP address of the service may change.

Any issues arising out of the disaster recovery event due to customer configuration/customization and/or customer third party software outside of the Kronos Cloud is the responsibility of the customer to resolve.

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Kronos Workforce Central and Workforce TeleStaff Deployment | Kronos

Cloud Services**Disaster Recovery Services (fee-based):****If selected on Order Form**

Kronos offers enhanced Disaster Recovery services at an additional fee, as they provide for a secondary environment at a secondary Kronos datacenter to be used for customer recovery. With this offering the Customer environment and all customer data in the Kronos Cloud are replicated to a secondary Kronos Cloud datacenter. This service provides for a RPO (Recovery Point Objective) of 24 hours and a RTO (Recovery Time Objective) of 72 hours.

In the unlikely event that Kronos declares a disaster in the primary datacenter, Kronos will notify the customer and activate the Disaster Recovery steps necessary to restore application availability within the RTO defined. As part of this enhanced service, Kronos will conduct an annual Disaster Recovery Process test, which has the objectives to 1) test backups 2) train Kronos employees 3) verify and improve internal Kronos procedures. The annual Disaster Recovery Process test may be live or simulated. Customers are expected to use fully qualified domain names (FQDNs) to access the service given that IP address of the service may change.

Any issues arising out of the disaster recovery event due to customer configuration/customization and/or customer third party software outside of the Kronos Cloud is the responsibility of the customer to resolve.

The following services are not included in this service, but they may be purchased from Kronos on a time and material basis, and are subject to additional fees: a customer specific DR plan with annual review.

*Note that Workforce Analytics, Workforce Record Manager, Enterprise Archive, Workforce TeleStaff, Workforce Planner, Workforce TeleTime IP and all non-Production environments are excluded from the RTO, unless otherwise set forth on the Order Form.

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Kronos Workforce Central and Workforce Talent Deployment | Kronos

Cloud Services**Temporary Environments:****If selected on Order Form**

Temporary Environments are designed for classroom training for no more than 40 people and/or functional application testing for approximately five to ten simultaneous users. Temporary environments are only available to those customers whose Production environment is hosted in the Kronos Cloud in a United States datacenter or continental Europe datacenter.

Third Parties:**If Customer uses 3rd party resources to configure/implement Kronos applications**

If Customer uses a third party to configure and/or implement Customer's applications, the following applies:

The third party must be authorized by Kronos as part of the Kronos Connect Partner Program prior to accessing Customer's development and testing environments in the Kronos Cloud. Third parties will not be granted access to Customer's Production environment for purposes of configuring the applications. Customer understands that although Kronos Connect Partners are subject to Kronos policies and procedures, such Partners are not subject to SOC audits by Kronos or its representatives. As such, Kronos' SSAE16 SOC 1 and AT101 SOC 2 reports are applicable to the Production environment only and are not applicable to third parties' activities.

Applicable to customers that choose datacenters in the United States or continental Europe.

Encryption at rest of Customer Content at storage level**If selected on Order Form**

For each of the customer's production and non-production environments in a data center in the United States or continental Europe, Customer Content will be encrypted at rest at the storage level. Encryption at rest is defined as Customer Content is made unreadable on disk via encryption technology when the Kronos Cloud computing environment hardware is powered off.

Guidelines and Assumptions:

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Kronos Workforce Central and Workforce TeleStaff Deployment | R2500a

Category**Assumption**

Estimated availability of production server hardware is approximately 30 days after the Order Form is processed.

Customer agrees to receive automatic updates to the applications.

Use of the Workforce Central translation toolkit requires a Kronos Professional Services engagement to import/export the translation file(s) into a test environment and into the Production environment.

Connecting modem clocks to the Kronos Cloud is not supported.

Applications will support English only unless stated on the Order Form.

Customer agrees not to conduct security testing, which includes, but is not limited to penetration testing and vulnerability scanning.

Customer agrees not to conduct any sort of automated or manual performance testing of the Service.

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

Retention policies must be configured in the application(s). Setting retention policies will ensure that unnecessary system data (e.g. temp files, deleted records, empty rows, etc.) is routinely purged from the system and will help in managing database growth. Retention policies do not apply to configuration and/or historical data. Historical employee data can be maintained for the duration of the agreement and renewal periods, per customer business requirements.

Sizing considerations are based on a three year growth projection of the Production database environment. After three years, an archiving strategy may be reviewed with the customer for Service performance.

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Kronos Workforce Central and Workforce TeleStaff Deployment | Kronos

Category**Assumption**

Custom reports for Workforce Central are created using Microsoft Visual Studio. HR/Payroll reports are created using Crystal Reports. If made available from the vendors, the free versions of these tools will be made available to the customer in their development environment. Customer will have read-only ODBC access to their development database for modifying and/or creating reports. Customer is limited to two named users for report creation, as access requires the use of one of the two included user licenses for remote access to non-web applications (e.g. Citrix Receiver). Note that Customer created reports for Workforce HR and Payroll may have reduced functionality from Kronos product documentation due to security restrictions in Kronos Cloud.

Customer will be required to sign a go live milestone document confirming customer has completed their testing and is ready to go live with the Workforce Central application(s) and/or TeleStaff.

Workforce TeleStaff Bulk Data Extract is an add-on offering which includes system resources to process four sequential bulk data extract tasks running no more than once per day for 20,000 employees per task, during off-peak hours. Supported date ranges for schedule data is from 30 days in the past to 15 days in the future. If additional processing requirements are needed, additional fees may apply commensurate with corresponding system resources required.

Product Specific Considerations

Workforce Record Manager/ Kronos Enterprise Archive (If included on order form):

If Workforce Record Manager or Kronos Enterprise Archive is included, note that Setup Data Manager will only support import and export of configurations via XML file transfers between Production and Non-Production environments, as a direct connection between Production and Non-Production environments is not provided.

If an environment is available for the use of archiving functionality, compared to the used of just Setup Data Manager, this additional environment for archiving will be noted on the order form if it is included.

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Kronos Workforce Central and Workforce TeleStaff Deployment | Kronos

Category**Assumption****Workforce TeleTime IP:**

Customer is responsible for procuring the phone lines (SIP trunks) required for their Workforce TeleTime IP system. Customer should work with their ISP/telco provider to procure a private circuit (specifically MPLS) with adequate bandwidth to support the number of SIP trunks (phone lines) needed for their use case, SIP calls per second required, along with a router and cross-connects to terminate the circuit in the Kronos Cloud. Kronos will provide detailed information to Customer on Kronos Cloud connectivity requirements. Cross-connects can be also purchased directly from Kronos, and would be indicated on order form if included.

This offering is only available to customers who chose Kronos datacenters in the United States.

Upgrade Services

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

The table below reflects the included upgrade tasks.

Project Coordination:**Included**

- Project Manager to coordinate the upgrade project.
- Up to eight 30-minute weekly status calls (one per week)
- Coordinate Kronos resources
- Send meeting invites
- Provide Project Timeline and expected customer commitment at the start of the project
- Provide initial Project Schedule and communicates progress during weekly status calls
- Provide Communication Plan and Contact List

Planning Phase

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Kronos Workforce Central and Workforce TeleStaff Deployment | Kronos

Customer/ Kronos Introduction Call – up to one hour	Included
Technical readiness & architecture review – Kronos Cloud Environment	Included
Assessment Phase	
Assessment of WIM interfaces to be upgraded	Included
Assessment of new features or changes to configurations	Not Included
Assessment of customs and custom reports and development activities related thereto	Not Included
Solution Upgrade / Build Phase	
One (1) restore of Production database to NON-Production environment for the purpose of upgrade testing. Additional restores, if requested, shall be subject to additional time and material fees.	Included
Upgrade Non-Production and Production environments to new point release or version.	Included
Upgrade of Workforce Integration Manager (WIM) interfaces due to product changes introduced as part of the technical upgrade, as defined in product documentation. For Workforce Central this includes XML export/imports and database views as defined in the "Workforce Central Import User Guide" and "Workforce Central Data View Reference Guide".	Included
Upgrade of non-WIM interfaces in Non-Production environment and Production environment.	Not Included
Upgrade of customs and custom reports. This includes upgrade of Workforce Integration Manager (WIM) interfaces that use table import batch functionality, read/write directly to database tables or require changes due to new/changed customer requirements.	Not Included
Upgrade of interfaces and reports created or provided by customer	Not Included
Update of terminal firmware managed by Kronos	Not Included
Configuration of new features or functionality or changes to existing configuration	Available

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Kronos Workforce Central and Workforce TeleStaff Deployment | Kronos

for
Purchase**Test & Certify Phase****System test upgraded environments by verifying a user can log in****Included****User acceptance testing (UAT) of upgraded environments, interfaces, custom reports, new features, etc.****Not
Included****Develop customer-specific test cases****Not
Included****Sign-off on upgraded Non-Production and Production Environments****Customer****Deploy & Support Phase****Deployment Readiness Call – up to one hour****Included**

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

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

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

Additional Policies:

<https://www.kronos.com/policies/legal-hold>

[https://www.kronos.com/policies/acceptable use](https://www.kronos.com/policies/acceptable-use)

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Kronos Workforce Central and Workforce TimeStaff Deployment | Kronos

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6/17/2018

Global Professional Educational and Services Engagement Policies | Kronos



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

Professional Services:

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

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Global Professional Educational and Services Engagement Policies | Kronos

a All Professional Services will be scheduled and billed in 1 to 4 hour increments with a minimum charge of 1 hour.

b After Hours

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

ii After Hours will vary by country. Please consult your local Professional Services consultant for after hours in your country.

c Weekend

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

ii Weekend schedules will vary by country. Please consult your local Professional Services consultant for normal business hours in your country.

d Holiday

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

ii Holiday's recognized will vary by country. Please consult your local Professional Services consultant for holiday's observed in your country.

Onsite Support requiring Travel:

i All travel time (portal to portal) will be billed at the current contract rate by role.

ii Expense reimbursement is pursuant to the agreement covering such Professional Services between the customer and Kronos.

iii Travel time above two hours in any one direction will be billed at the current contract rate by role.

g Kronos requires notification for the cancellation or rescheduling of Kronos personnel. Customer will be charged for failure to meet the following notification requirements:

a 2 business days prior to scheduled work — 50% of planned charges are invoiced for scheduled work.

b 1 business day prior to scheduled work — 100% of planned charges are invoiced for scheduled work.

c Business days are Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays.

Here is an example:

- Work is scheduled for Wednesday, 1p- 5p (4 hours)
- Customer cancels on:
 - Friday — no penalty
 - Monday — 50% of planned charges are invoiced (2 hours)
 - Tuesday — 100% of planned charges are invoiced (4 hours)

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Global Professional Educational and Services Engagement Policies | Kronos

Here is a holiday example:

- Work is scheduled for Wednesday, 1p- 5p (4 hours)
- Customer cancels on:
 - Thursday — no penalty
 - Friday — 50% of planned charges are invoiced (2 hours)
 - Monday — holiday; doesn't count as "business day"
 - Tuesday — 100% of planned charges are invoiced (4 hours)

Change Order Process:

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

Travel:

- 1 Travel expenses will be charged pursuant to the agreement covering such Professional Services between the customer and Kronos.

In certain instances specialized resources may be used that require the payment of airfare, lodging and related travel expenses. Customers shall be made aware of any such instance during the sales or Change Order process.

- 2 Customer is responsible for travel costs for employees attending training at a Kronos location.
- 3 Customer is responsible for travel and related costs for a Kronos trainer providing instruction at the Customer location.

Educational Services:

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Global Professional Educational and Services Engagement Policies | Kronos

- All instructor-led Educational Services classes will be held at a Kronos facility, or via the Kronos Virtual Classroom (if offered in that modality), unless Customer has purchased onsite location training.
- Kronos requires notification of cancellation from an instructor-led class. Customer will be charged for training upon failure to meet the following notification requirements:

For any PUBLIC course held in the traditional classroom or in the virtual classroom: Attendees must cancel at least five business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.

- i. For any PRIVATE course held at a customer site, in the traditional classroom, or in the virtual classroom: Attendees must cancel at least ten business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.

Kronos reserves the right to cancel classes up to five business days before the scheduled start date for public courses held in a Kronos Traditional Classroom (KTC) and up to two business days before the scheduled start date for public courses held in a Kronos Virtual Classroom (KVC) due to lack of enrollment or any other unforeseen circumstances.

- Educational Services purchases are valid for one (1) year from the date of signature. Educational Service purchased but not used within this one year period will expire.

- All training course delivery 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:

After Hours

There will be a 1.5 times premium in either per student public or per class private day rates.

- ii After Hours will vary by country. Please consult your local Educational Services trainer for after hours in your country.

Weekend

- i There will be a 2.0 times premium in either per student public or per class private day rates.

- ii Weekend schedules vary by country. Please consult your local Educational Services trainer for after hours in your country.

Holiday

There will be a 2.0 times premium in either per student public or per class private day rates.

Holidays recognized will vary by country. Please consult your local Professional Services trainer for holidays observed in your country.

Onsite Support requiring Travel:

All travel time (portal to portal) will be billed at the current contract rate by role.

- Expense reimbursement is pursuant to the agreement covering such Educational Services between the customer and Kronos.

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iii Travel time above two hours in any one direction will be billed at the current contract rate by role.

Travel:

- 1 Travel expenses will be charged pursuant to the agreement covering such Professional Services between the customer and Kronos.
- 2 In certain instances specialized resources may be used that require the payment of airfare, lodging and related travel expenses. Customers shall be made aware of any such instance during the sales or Change Order process.
- 3 Customer is responsible for travel costs for employees attending training at a Kronos location.
- 4 Customer is responsible for travel and related costs for a Kronos trainer providing instruction at the Customer location.

Other Policies:

- 1 Kronos personnel working at the Customer site shall have access to necessary infrastructure (servers, network, etc.).
- 2 In instances where Kronos personnel are working remotely access will be granted through the use of industry standard tools (DTS, GoToMyPC, PCAnywhere, etc.).
- 3 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.
- 4 All required system administration, maintenance, backups, tuning, etc., is the responsibility of the Customer.
- 5 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. We may make recommendations to enhance your organization's procedures for securing your data - these recommendations are intended to enhance the security of any sensitive information that is provided to us. However, there are no guarantees that they will ensure the security of your information, nor should Kronos' actions be viewed as the only safeguards necessary. The security of your data is ultimately your responsibility.

Available in the following languages:

English
Français

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Global Professional Educational and Services Engagement Policies | Kronos



[Community](#)
[Careers](#)
[Blogs](#)
[Contact](#)

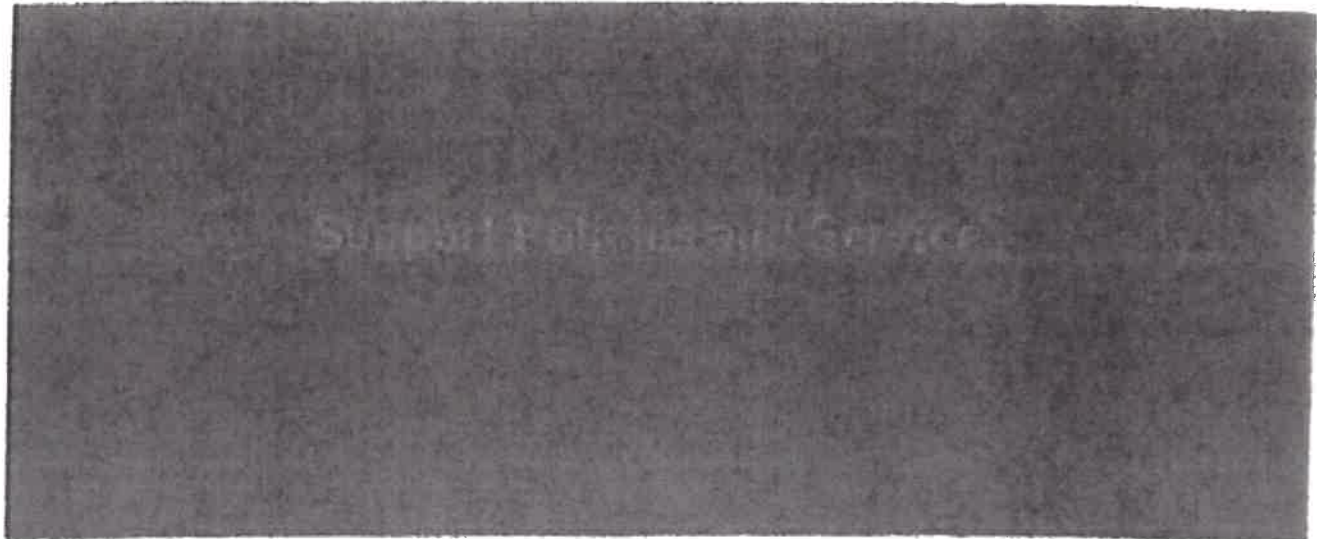


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Support Policies and Services | Kronos



[Spanish](#) | [French](#) | [German](#) | [Dutch](#) | [Chinese](#)

[Policies – On Premise](#) | [Software Services – On Premise](#) | [Equipment Services | Policies - Workforce Central SaaS](#) | [Software Services – Cloud Hosting](#)

[Policies – On Premise](#)

For each installation, Customers must purchase the same software support service type for all software and must purchase the same equipment support service type for all equipment of the same type. The latest Supported Product List is available at <https://community.kronos.com/s/article/How-To-Find-Support-Information-for-your-Kronos-Product>. Please note: you must be logged into the Kronos Community to access this link.

Workforce Central suite

Kronos only provides service releases for the current release and the two immediately prior releases of the Software. We currently publish new releases every twelve to eighteen months. Resolution of an issue may require that you upgrade to the current release of the Software.

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

Workforce Analytics (WFAN) — supported components include:

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

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

All Analysis Services Cubes found in the Workforce Analytics databases.

Kronos iSeries Central suite

Kronos only provides service packs for the current release and the two immediately prior releases of the Software.

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Support Policies and Services | Kronos

Resolution of an issue may require that you upgrade to the current release of the Software.

Timekeeper Central

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

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

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

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

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

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

Updates

Customers electing to undergo a major platform upgrade migration (i.e. from Timekeeper Central to Workforce Central suite) are required to purchase the licenses to the new version at the applicable license fees.

Support Exclusions

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

Additional On Premise deployment exclusions:

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

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

Additional On Premise deployment exclusions:

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Support Policies and Services | Kronos

- 1 Configuration Changes, Reprogramming, New Programming such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Profiles, Dashboards and Fields**
- 2 Creating New Schedules**
- 3 Terminal Programming and Cold Start**
- 4 Pay Period Changes**
- 5 Programming, modifying, implementing, training or troubleshooting the following:**
 - a Data Integration Interfaces (I.e. Connect, Integration Manager, Analytics)**
 - b Custom Reports**
 - c Custom Application extensions**
- 6 Editing Process Manager templates and creating new templates**
- 7 Installing or reinstalling Applications such as, but not limited to,**
 - a Adding a Workstation**
 - b Moving the Application**
- 8 Custom Reports or Custom Application Extensions**
- 9 Implementation or configuration services related to upgrading product such as, but not limited to,**
 - a Software Implementation**
 - b Porting custom software (I.e., reports)**
 - c Change management**
 - d Training**
 - e New functionality deployment**
 - f Application Interfaces**
- 10 Service to Kronos custom software is not provided, unless otherwise specified on the applicable Order Form for such custom software.**
- 11 Importing new data I.e. from acquisitions or purchasing of another company.**
- 12 Installing or reinstalling Applications such as, but not limited to,**
 - a Reinstalling following a Hard Drive Crash**
 - b Service Release**
- 13 Database Administration Maintenance or Services such as, but not limited to,**
 - a Database scripts**

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Service Coverage Period

Local* business hours, Monday through Friday, excluding Kronos holidays, with access to Kronos' technical support staff — **Gold or Gold Plus Support**. *Please check with your Support Center for the specific business hours of coverage at your location.

Support Services groups:

Australia	8:00 a.m. - 8:00 p.m. local time
Canada	8:00 a.m. - 8:00 p.m. local time
China	8:00 a.m. - 8:00 p.m. local time
India	9:00 a.m. - 6:00 p.m. local time
Mexico	9:00 a.m. - 6:00 p.m. Mexico Central Standard Time
UK	8:00 a.m. - 8:00 p.m. UK time
US	8:00 a.m. - 8:00 p.m. local time

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

Priority Based Support

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 system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the customer not being able to process their payroll such as:

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

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Support Policies and Services | Kronos

No workaround is available.

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

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

A workaround is available.

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

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

A workaround is available on the Kronos Community.

Response Time

Response time shall mean from the time the case priority is set by Kronos' Support Center until a Kronos support representative contacts the Customer to begin service. Kronos utilizes a priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

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

All response times are business hours.

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

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

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Critical Outages

Kronos Global Support will provide continuous effort on all high priority events through either bug identification, the development of a workaround or problem resolution. If this effort goes beyond normal hours, the case may be passed to the after hours team or to the mission critical support engineer on duty. *On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with the Kronos Global Support engineer during this period. Support outside the scope of the services agreement is billable.*

Technical Escalation

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

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

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

Management Escalation

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/4436100000AC100440K613193>.

**Policies – On Premise | Software Services – On Premise | Equipment Services |
Policies - Workforce Central SaaS | Software Services – Cloud Hosting**

Software Services – On Premise

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

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Support Policies and Services | Kronos

- Groups
- Cases
- Technical Advisories and Technical Insiders

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

Technical Advisories

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

Learning Quick Tips

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

HR and Payroll Answerforce

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

Interactive Forms

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

Service Releases

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

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

Knowledge Base

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

Case management

For your convenience, we give you direct access to our electronic case management system. Make your own notes to help explain what you are encountering. Your case is formally assigned a number and subject to all the normal tracking and routing mechanisms. Cases are reviewed Monday-Friday, during the business hours of your Kronos

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Support Policies and Services | Kronos

support center, excluding Kronos holidays. Should you require assistance outside the described hours, please telephone your Kronos support center.

Documentation

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

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

Groups

Groups provide a unique opportunity to connect with other Kronos customers and to benefit from their real-world experiences. Organized by product platform, industry and special interests, Groups allow you to post questions or provide advice to someone else's query. A chance to go beyond simple product "how to," many customers have commented on how groups have helped them gain a broader understanding of how to leverage their Kronos applications.

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.

Per-event Software Service

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

Support Hours

Support Hours

Monday-Friday

8:00 a.m.-5:00 p.m.

2

Monday-Thursday

5:01 p.m.-7:59 a.m.

4

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Friday-Monday

5:01 p.m.-7:59 a.m.

8

Conditions:

- 1 Time billed is minimum billable hours and then one hour increments.
- 2 The 8:00 a.m.- 5:00 p.m. minimum billable hours apply to software support calls received prior to 5:00 p.m. local time Monday-Friday.
- 3 The response time for customers without a support agreement is within two business days.
- 4 Customers with a Support Agreement receive a 50 percent reduction from the minimum amount of hours.
- 5 Per-event rates are not discountable.

**Policies – On Premise | Software Services – On Premise | Equipment Services |
Policies - Workforce Central SaaS | Software Services – Cloud Hosting**

Equipment Services

Depot Exchange Service

The premium hardware service option: Kronos ships a replacement unit on an advance exchange basis by next-business day delivery where available if request is received prior to 2:00 p.m. Kronos recommends that Depot Exchange customers procure the appropriate number of spare units to maintain adequate coverage while a unit is out of service.

How it works:

- You contact Kronos to troubleshoot the problem. If unable to resolve the issue, you are issued a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.
- You install your spare unit from your inventory.

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- Kronos ships a replacement unit on an advance exchange basis by next-business day delivery where available if request is received prior to 2:00 p.m.
- Upon receipt of replacement, you send the terminal needing service back to the Kronos Equipment Services Center.

Availability:

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

Conditions:

- Batching (defined as 2 or more terminals) voids the turn-around time.
- You will be charged Kronos' current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.
- Equipment Support Services do NOT include the replacement of consumables. In addition, Depot Support Services do NOT include the repair of damages, and Customer will not attempt to return damaged Product, resulting from:

- Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;

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;

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;

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;

Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or

Customer's repair, attempted repair or modification of the Products.

- Terminals are warranted for 90 days from date of shipment.

This service includes access to equipment service releases / firmware updates available on the Kronos Community. Please sign up for Alert Groups in the Kronos Community to get notified of the release of new service releases.

Depot Repair Service

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

How it works:

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

- You install your spare unit from your inventory.

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Support Policies and Services | Kronos

- You send the terminal needing service back to the Kronos Equipment Services Center.
- Upon receipt of product, Kronos shall repair the product within ten (10) business days and return to you by regular surface transportation.

Availability:

NOT available in China.

Conditions:

- Batching (defined as 2 or more terminals) voids the turn-around time.
- You will be charged Kronos' current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.
- Equipment Support Services do NOT include the replacement of consumables. In addition, Depot Support Services do NOT include the repair of damages, and Customer will not attempt to return damaged Product, resulting from:
 - Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
 - 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;
 - 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;
 - 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;
 - Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
 - Customer's repair, attempted repair or modification of the Products.
- Repairs are warranted for 90 days from date of shipment.

This service includes access to equipment service releases / firmware updates available on the Kronos Community. Please sign up for Alert Groups in the Kronos Community to get notified of the release of new service releases.

Device Software Maintenance

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

- The latest security enhancements
- Communication protocols
- Fobs and terminal software feature updates

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- Compatibility updates with Kronos software or other terminals

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

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

How it works:

Go to the Kronos Community at <https://community.kronos.com>.

Register or log in to the Kronos Community. An email address and Kronos Solution ID are required to register for access to the Kronos Community.

Go to the Topics menu and choose "Data Collection" to access the equipment service releases.

Availability:

The Device Software Maintenance offering is available worldwide.

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

This service includes access to equipment service releases / firmware updates available on the Kronos Community. Please sign up for Alert Groups in the Kronos Community to get notified of the release of new service releases.

Per-event Repair Service

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

How it works:

- You contact Kronos to get a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.
- You install your spare unit from your inventory
- You send the terminal needing service back to the Kronos Equipment Services Center.
- Upon receipt of product, Kronos shall repair the product within fifteen (15) business days and return to the customer by regular surface transportation.

Conditions:

- Batching (defined as 2 or more terminals) voids the turn-around time.
- You will be charged Kronos' current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.
- Equipment Support Services do NOT include the replacement of consumables. In addition, Depot Support Services do NOT include the repair of damages, and Customer will not attempt to return damaged Product, resulting from:

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- 1 Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
 - 2 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;
 - 3 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;
 - 4 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;
 - 5 Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
 - 6 Customer's repair, attempted repair or modification of the Products.
- Repairs are warranted for 90 days from date of shipment.

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

**Policies – On Premise | Software Services – On Premise | Equipment Services |
Policies - Workforce Central SaaS | Software Services – Cloud Hosting**

Policies - Workforce Central SaaS

Workforce Central Suite SaaS Applications

Kronos only provides service releases for the current release and the two immediately prior releases of the Applications. We currently publish new releases every twelve to eighteen months. Resolution of an issue may require that you upgrade to the current release of the Applications.

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

Workforce Analytics (WFAN) — supported components include:

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

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

All Analysis Services Cubes found in the Workforce Analytics databases.

Version: A SaaS Application upgrade that includes major new features or functionality.

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

Service Release: One or more defect repairs bundled into a single update. Service releases are cumulative - Service

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Support Policies and Services | Kronos

Release N will, at minimum, include all of the changes delivered in Service Release N-1.
The SaaS Application product hierarchy is: Version . Release . Service Release

Updates

Customers electing to undergo a major platform upgrade (i.e. from Workforce Central SaaS to Workforce Ready) are required to contract for the new Services at the applicable Application fees.

Support Exclusions

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

- 1 Customer's failure to use the Applications in accordance with Kronos' specifications;
- 2 Customer's use of the Applications for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
- 3 Customer's end user computer or operating system malfunctions;
- 4 Services required for programs and/or conversions from products or software not supplied by Kronos;
- 5 Reprogramming, including reconfiguration of the Applications, or Configuration Changes such as, but not limited to, Work Rules, Pay Rules, Pay Period Changes Accrual Rules, Profiles, Dashboards and Fields;
- 6 Creating New Schedules;
- 7 Terminal Programming and Cold Start
- 8 Creating, modifying, or implementing the following:
 - a Data Integration Interfaces (i.e. Connect, Integration Manager, Analytics)
 - b Custom Reports and Custom Application extensions;
- 9 Editing Process Manager templates and creating new templates;
- 10 Installing or reinstalling Applications on customer workstations;
- 11 New product implementation and configuration;
- 12 Training.

Service Coverage Period

Kronos will provide support 24 hours a day, seven days a week, 365 days a year for the cloud infrastructure, the availability to the cloud environment, and telephone support for the logging of functional problems and user problems.

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Support Policies and Services | Kronos

Kronos will provide support for application related issues during local business hours, Monday through Friday, excluding Kronos holidays, with access to Kronos' technical support staff and senior support engineers and continuous effort on critical issues as defined in the Critical Outages section below.

Support Services groups:

Australia	8:00 a.m. - 8:00 p.m. local time
Canada	8:00 a.m. - 8:00 p.m. local time
China	9:00 a.m. - 6:00 p.m. local time
India	9:00 a.m. - 6:00 p.m. local time
Mexico	9:00 a.m. - 6:00 p.m. Mexico Central Standard Time
UK	8:00 a.m. - 8:00 p.m. UK time
US	8:00 a.m. - 8:00 p.m. local time

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 experiencing major system degradation, data corruption or 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 application function such as scheduling

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

- Intermittent or inconsistent functionality results or data accuracy - accrual balances not matching pay codes but balances are accurate

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- Data display inaccuracies or inconsistencies across multiple tasks
- Application performance is inconsistent or fluctuates

A workaround is available.

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

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

A workaround is available on the Kronos Community.

Response Time

Response time shall mean from the time the case priority is set by Kronos' Support Center until a Kronos support representative contacts the Customer to begin service. Kronos utilizes a priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

	WFL: \$285
High	1 hour
Medium	4 hours
Low	8 hours

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

Critical Outages

Kronos Global Support will provide continuous effort on all high priority events through either bug identification, the development of a workaround or problem resolution. *On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with the Kronos Global Support engineer during this period. Support outside the scope of the services agreement is billable.*

Technical Escalation

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

The Teams are also integrated with the Development Engineering 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/a361000000ACDnAAQKB13193>.

Technical Account Manager (TAM) Support Service

Additional annual fees apply. The TAM is a seasoned service professional that will draw upon a vast knowledge of Kronos products and services to provide you with proactive, consultative expertise. If selected a TAM is available 24 hours per day, 7 days per week. TAM customers can designate 5 named contacts.

Search

The Global Search on Kronos Community searches for the following data types* and the Topics area provides Basic and Advanced searching by product.

- Knowledge base
- Documentation (Manuals and User Guides)
- Service releases
- Groups
- Cases
- Technical Advisories and Technical Insiders

Technical Advisories

Kronos Global Support Center personnel are a valuable source of knowledge and experience. That's why we give you access to the same vast repositories of information that they use. You have access to these technical alerts located on

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the Kronos Community. *Please sign up for Alert Groups in the Kronos Community to get notified of the release of new technical advisories and other important product information.*

Learning Quick Tips

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

HR and Payroll Answerforce

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

Interactive Forms

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

Service Releases

Workforce Central SaaS entitles customers to the latest available product version upgrades, updates and enhancements, and documentation released during the agreement period, from the Kronos Community. Protecting your investment is where our coverage for you begins as you embark on your journey to increased knowledge and improved business performance.

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

Knowledge Base

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

Case management

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

Documentation

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

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- Configuration guides
- User guides
- System administrators guides

Groups

Groups provide a unique opportunity to connect with other Kronos customers and to benefit from their real-world experiences. Organized by product platform, industry and special interests, Groups allow you to post questions or provide advice to someone else's query. A chance to go beyond simple product "how to," many customers have commented on how groups have helped them gain a broader understanding of how to leverage their Kronos applications.

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.

**Policies – On Premise | Software Services – On Premise | Equipment Services |
Policies - Workforce Central SaaS | Software Services – Cloud Hosting**

Software Services – Cloud Hosting

Product Coverage

For each installation, Customers must purchase the same software support service type for all software and must purchase the same equipment support service type for all equipment of the same type. The latest Supported Product List is available at <https://community.kronos.com/s/article/How-To-Find-Support-Information-for-your-Kronos-Product>. Please note: you must be logged into the Kronos Community to access this link.

Workforce Central suite

Kronos only provides service releases for the current release and the two immediately prior releases of the Software. We currently publish new releases every twelve to eighteen months. Resolution of an issue may require that you upgrade to the current release of the Software.

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

Workforce Analytics (WFAN) — supported components include:

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

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Support Discontinuance — End of Service Life

Kronos may discontinue support for the Software upon 30 days written notice to Customer, or at the anniversary date of the relevant Agreement, whichever is longer. Applicable credits will be left on the account to be applied against any future invoices.

Reinstatement of Support Services

Cloud Hosted customers must maintain the Software under an active maintenance plan with Kronos through the Hosting term. In the event that Customer allows Software or Equipment support services to lapse, Customer must pay (i) the support services fees at list price for such lapsed or unprocured time period for when the products were not on support; and (ii) the annual support services at the then current list price for the applicable product(s), plus twenty per cent (20%) of the support services fees.

Service Coverage Period

Kronos will provide 24x7 support for the cloud infrastructure and the availability to the cloud environment.

For all other issues support is provided in accordance with the purchased software and equipment support level. Local* business hours, Monday through Friday, excluding Kronos holidays, with access to Kronos' technical support staff — Gold or Gold Plus Support. *Please check with your Support Center for the specific business hours of coverage at your location.

Support Services groups:

Australia	8:00 a.m. - 8:00 p.m. local time
Canada	8:00 a.m. - 8:00 p.m. local time
China	8:00 a.m. - 8:00 p.m. local time
India	9:00 a.m. - 6:00 p.m. local time
Mexico	9:00 a.m. - 6:00 p.m. Mexico Central Standard Time
UK	8:00 a.m. - 8:00 p.m. UK time
US	8:00 a.m. - 8:00 p.m. local time

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

Priority Based Support

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 system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the customer not being able to process their payroll such as:

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

No workaround is available.

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

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

A workaround is available.

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

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

A workaround is available on the Kronos Community.

Response Time

Response time shall mean from the time the case priority is set by Kronos' Support Center until a Kronos support representative contacts the Customer to begin service. Kronos utilizes a priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

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Priority	Initial Response	Resolution
High	2 hours	1 hour
Medium	4 hours	4 hours
Low	8 hours	8 hours

All response times are business hours.

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

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

Critical Outages

Kronos Global Support will provide continuous effort on all high priority events through either bug identification, the development of a workaround or problem resolution. If this effort goes beyond normal hours, the case may be passed to the after-hours team or to the mission critical support engineer on duty. *On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with the Kronos Global Support engineer during this period. Support outside the scope of the services agreement is billable.*

Technical Escalation

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

The Teams are also integrated with the Development Engineering 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

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Gold Support offers a very well-rounded support program. Included is free access to Kronos Global Support from 8:00 a.m. to 8:00 p.m. local time, as well as the following entitlements noted below. Gold Support customers also have the option of upgrading to Gold Plus.

Search

(Available to all Support Agreement customers through the Kronos Community)

The Global Search on Kronos Community searches for the following data types* and the Topics area provides Basic and Advanced searching by product.

- Knowledge base
- Documentation (Manuals and User Guides)
- Service releases
- Groups
- Cases
- Technical Advisories and Technical Insiders

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

Technical Advisories

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

Learning Quick Tips

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

HR and Payroll Answerforce

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Interactive Forms

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Service Releases

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

This service feature entitles you to the latest available product releases, updates/patches and legislative updates for the Workforce Payroll™ module. For many products, the latest support releases (service releases) or legislative

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updates are posted on the Kronos Community. *Please sign up for Alert Groups on the Kronos Community to get notified of the release of new service releases.*

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Case management

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

Documentation

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

- Configuration guides
- User guides
- System administrators guides

Groups

Groups provide a unique opportunity to connect with other Kronos customers and to benefit from their real-world experiences. Organized by product platform, industry and special interests, Groups allow you to post questions or provide advice to someone else's query. A chance to go beyond simple product "how to," many customers have commented on how groups have helped them gain a broader understanding of how to leverage their Kronos applications.

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.

Per-event Software Service

Cloud Hosting customers seeking support outside their service coverage period or Services that are not covered by your Support service or Customers without a Support Agreement on Active Product will be charged at the current Kronos hourly rate.

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Monday-Friday 8:00 a.m.-5:00 p.m.	2
Monday-Thursday 5:01 p.m.-7:59 a.m.	4
Friday-Monday 5:01 p.m.-7:59 a.m.	8

Conditions:

- 1 Time billed is minimum billable hours and then one hour increments.
- 2 The 8:00 a.m.- 5:00 p.m. minimum billable hours apply to software support calls received prior to 5:00 p.m. local time Monday-Friday.
- 3 The response time for customers without a support agreement is within two business days.
- 4 Customers with a Support Agreement receive a 50 percent reduction from the minimum amount of hours.

Per-event rates are not discountable.



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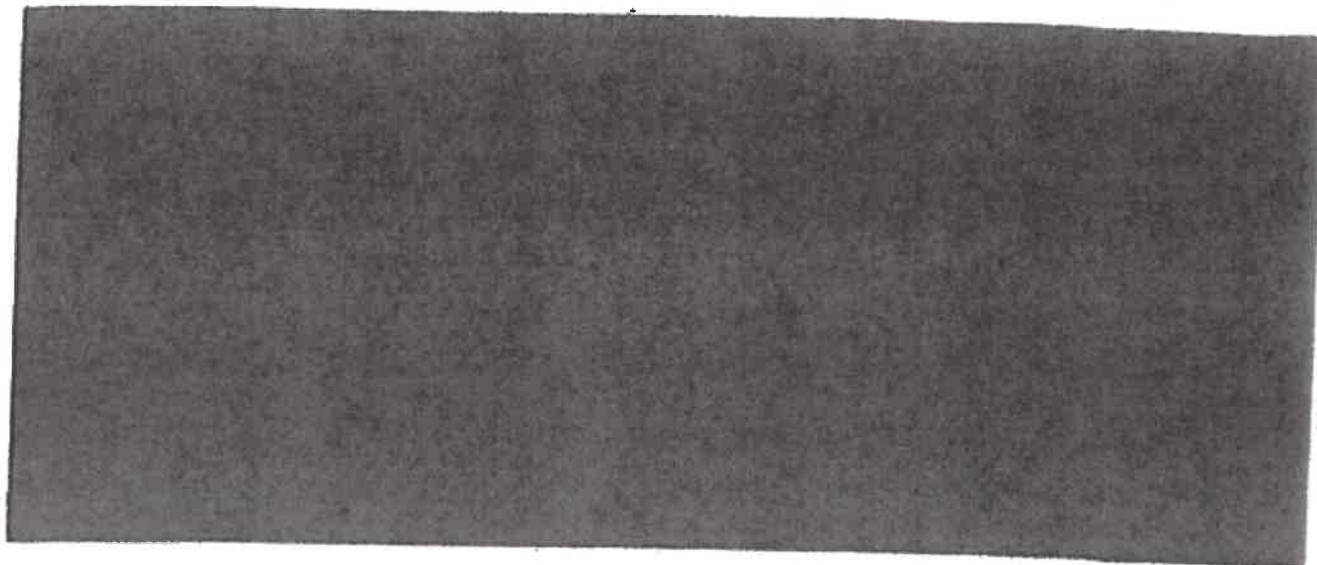


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Workforce Central SaaS Training for Fixed Fee Implementations | Kronos



Workforce Central SaaS Training for Fixed Fee Implementations

WFC SaaS for Learning Path Course Description Documents:

- Timekeeper v8
 - Accruals v8
 - Attendance v8
 - Leave v8
 - Workforce Scheduler Healthcare v8
 - Workforce Scheduler CORE v8
 - Workforce Scheduler with Workforce Forecast Manager v8
 - Activities v8 - Included in KPASS
- Human Resources v8
- Payroll v8
- Workforce Analytics v8
- Timekeeper

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Workforce Central SaaS Training for Fixed Fee Implementations | Kronos

- Accruals v7
- Attendance v7
- Leave v7
- Scheduler v7
- Activities v7 - Included with KPASS
- Human Resources v7
- Payroll v7
- Knowledge Pass Datasheet
- Timekeeper v6.3
 - Accruals v6.3
 - Attendance v6.3
 - Leave v6.3
- Human Resources v6.3
- Payroll v6.3
- Knowledge Pass Datasheet

Rev 05152017



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