

CONTRACT ROUTING SHEET

Date Prepared: 2/10/17

Need Date: 2/24/17

PROCESSING DEPARTMENT:

Department: Procurement & Contracts
Dept. Contact: Ashley Wells
Phone #: x5804
Department
Head Signature: [Signature] 2/13/17

CONTRACTOR:

Name: Kronos, Inc.
Address: 297 Billerica Road
Chelmsford, MA 01824
Phone: 800-225-1561

CONTRACTING DEPARTMENT: Information Technologies

Service Requested: Workforce Management System
Contract Term: Five (5) Years Contract Value: \$100k + tax/fees annually

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: _____ Date: 2/28/17 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

Change order #1 is necessary for the U.S. Communities Agreement #14-JLR-003 Renewal #1 which extends the term through March 17, 2018. The initial (and original) term with Kronos is for a term of five (5) years

PLEASE FORWARD TO RISK MANAGEMENT. THANKS! Please call Ashley for pick up @x5804. Thanks!!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____



Barbara P. Canavan, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Department
Jeffrey LaPorta, Supervisor of Purchasing
410-638-4083, jeff.laporta@hcps.org

November 18, 2016

CONTRACT #14-JLR-003 RENEWAL #1
March 18, 2017 – March 17, 2018

This contract renewal is made and entered into this 18th day of November, 2016, by Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland (hereafter referred to as Owner) and Kronos Incorporated, of 297 Billerica Rd., Chelmsford, Massachusetts, (hereafter referred to as Contractor).

WHEREAS, Owner and Contractor have entered into an Agreement dated March 18, 2014 (hereafter referred to as the Contract), for the Contractor to furnish and supply Workforce Management Software in accordance with RFP #14-JLR-003.

WHEREAS, the original Contract term will expire on March 17, 2017;

THEREFORE, for and in consideration of the mutual promises to each other, as in hereinafter set forth, the parties hereto do mutually agree to renew the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to offer the option to renew this contract for one (1) year for the time period from March 18, 2017 through March 17, 2018.
2. Pricing structures and related pricing terms are adjusted as per the updated Exhibit B and the Exhibit A updated Kronos Terms and Conditions with the addition of the additional terms and conditions.
3. All other terms, conditions and provisions of the Contract remain in effect.
4. There is one additional possible renewal remaining for this Contract.

WHEREAS, the parties hereto desire to set the terms of the renewal to writing;

IN WITNESS WHEREOF, Owner and the Contractor have executed the renewal agreement the day and year written above.

HARFORD COUNTY PUBLIC SCHOOLS

By: Jeffrey LaPorta
Signature

Name: Jeffrey LaPorta

Title: Supervisor of Purchasing

Date: 11/21/16

KRONOS INCORPORATED

By: [Signature]
Signature

Name: John O'Brien

Title: Sr. V.P., Global Sales

Date: 11/18/16

SECTION B
TERMS AND CONDITIONS FOR SOFTWARE LICENSES, SOFTWARE AND EQUIPMENT SUPPORT SERVICES,
AND EDUCATIONAL AND PROFESSIONAL SERVICES

This Section B applies to Software licensed, Equipment purchased, support services for Software and Equipment, and educational and professional services, when such items are identified on the Order which expressly references this Agreement.

1. PAYMENT AND DELIVERY

Unless otherwise set forth in this Agreement, payment terms are indicated on the Order Form or other contemporaneous ordering document containing product-specific payment terms signed by the parties. Delivery terms are as stated on the Order Form ("Delivery"). Kronos will invoice Customer for products upon Delivery. Unless otherwise set forth on the Order Form, Professional and Educational Services are provided on a time and materials basis, invoiced monthly as rendered.

2. GENERAL LICENSE TERMS

Kronos owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without Kronos' written consent. The Software contains proprietary trade secret technology. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. The price Customer pays for a copy of the Software constitutes a license fee that entitles Customer to use the Software as set forth below. Kronos grants to Customer a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. This license may be terminated by Kronos by written notice to Customer upon any material breach of this Agreement by Customer which remains uncured for a period of thirty (30) days after such written notice from Kronos. Upon such termination of this license by Kronos, Customer will have no further right to use the Software and will return the Software media to Kronos and destroy all copies of the Software (and related documentation) in Customer's possession or control. This license is subject to all of the terms of this Section B.

3. FEE BASED LIMITATIONS

Customer recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Customer. Limitations, which are set forth on the Order Form, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number and partition, and/or the number of telephone lines or terminals to which the Software is permitted to be connected. Customer agrees to: i) use the Software only for the number of employees, simultaneous or active users, computer model, partition and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features permitted by the applicable license fees; and iii) use the Software only in support of Customer's own business. Customer agrees not to increase the number of employees, simultaneous or active users, partitions, terminals, products modules, features, or to upgrade the model, as applicable, unless and until Customer pays the applicable fee for such increase/upgrade. Customer may not relicense or sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of Kronos.

4. OBJECT CODE ONLY

Customer may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code. The Programs include components owned by third parties. Such third party components are deemed to be Software subject to this Section B. Customer shall not use any of the Programs (or the data models therein) except solely as part of and in connection with the Software and as described in the published documentation for such Software.

5. PERMITTED COPIES

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

6. UPDATES

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

7. ACCEPTANCE

For Customer's initial purchase of each Equipment and Software product Kronos shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on Customer's server(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Kronos published electronic documentation, ("Specifications"). The Test Period shall be for 30 days. If Customer has not given Kronos a written deficiency statement specifying how the Equipment or Software fails to meet the Specifications ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Kronos shall have 30 days to correct the deficiency, and Customer shall have an additional 30 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Kronos may terminate this Agreement. Upon any such termination, Customer shall return all Equipment and Software (and related documentation) to Kronos, and Kronos shall refund any monies paid by Customer to Kronos for the returned Equipment and Software. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

8. LIMITED WARRANTY

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

12. KRONOS SUPPORT SERVICE POLICIES

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

13. FIRMWARE

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

14. TRAINING POINTS

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

15. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:

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

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

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

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

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

The KnowledgePass Subscription is available when the Customer subscribes on an annual basis.

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

Train-the-Trainer Program (TTT): Certification under the Train-the-Trainer Program is valid only for the point release of the Software for which the TTT Program is taken, and covers only the Customer employee who completes the TTT Program.

16. INDEMNIFICATION

Kronos agrees to indemnify Customer and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement of United States or Canadian patents or copyrights asserted against Customer by virtue of Customer's use of the Software as delivered and maintained by Kronos, provided that: i) Kronos is given prompt written notice of any such claim and has sole control over the investigation, preparation, defense and settlement of such claim; and, ii) Customer reasonably cooperates with Kronos in connection with the foregoing and provides Kronos with all information in Customer's possession related to such claim and any further assistance as reasonably requested by Kronos. Kronos will have no obligation to indemnify Customer to the extent any such claim is based on the use of the Software with software or equipment not supplied by Kronos. Should any or all of the Software as delivered and maintained by Kronos become, or in Kronos' reasonable opinion be likely to become, the subject of any such claim, Kronos may at its option: i) procure for Customer the right to continue to use the affected Software as contemplated hereunder; ii) replace or modify the affected Software to make its use non-infringing; or iii) should such options not be available at reasonable expense, terminate this Agreement with respect to the affected Software upon thirty (30) days prior written notice to Customer. In such event of termination, Customer shall be entitled to a pro-rata refund of all fees paid to Kronos for the affected Software, which refund shall be calculated using a five year straight-line depreciation commencing with the date of the relevant Order. Additionally, Kronos agrees to be liable for tangible property damage or personal injury to the extent caused by the negligence or willful misconduct of its employees.

17. LIMITATION OF LIABILITY

CUSTOMER'S EXCLUSIVE REMEDIES AND KRONOS' SOLE LIABILITY FOR ANY KRONOS BREACH OF THIS AGREEMENT ARE EXPRESSLY STATED HEREIN. EXCEPT AS PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

EXCEPT FOR i) KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 16 ABOVE; (ii) CUSTOMER'S CLAIMS FOR TANGIBLE PROPERTY DAMAGE OR PERSONAL INJURY TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OTHER PARTY'S EMPLOYEES, IN NO EVENT SHALL KRONOS' OR ITS PARENTS', SUBSIDIARIES', AFFILIATES', OR THIRD PARTY LICENSOR'S LIABILITY TO A CUSTOMER, HOWSOEVER CAUSED, EXCEED THE VALUE OF THE ORDER WHICH GIVES RISE TO

SECTION D
KRONOS WORKFORCE CENTRAL - SOFTWARE AS A SERVICE (SAAS) TERMS AND CONDITIONS

Customer and Kronos agree that the terms and conditions set forth in this Section D shall apply to the Kronos supply of the commercially available version of the Workforce Central SaaS Applications 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.

1. DEFINITIONS

"Agreement" means the terms and conditions of Section D 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 accessible 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 such as infrastructure, equipment, bandwidth, server monitoring, backup services, storage area network (SAN) services, security services, system administration, connectivity services, performance tuning, update installation and maintenance services related thereto. Cloud Services are described as set forth at: <http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx>

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

"Documentation" means technical publications published by Kronos relating to the use of the Services or Applications.

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

"Implementation Services" means those professional and educational 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 (supplemental fixed fee, fixed scope services) or "bill as 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: www.kronos.com/products/workforce-central-saas/implementation-guidelines.aspx. Implementation Services may also be provided as set forth in [Section B](#).

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

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

"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 and the 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.

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

"Services" means (i) the Cloud Services, (ii) accessibility to the commercially available version of the Applications by means of access to the password protected 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 "bill as you go" services on the Order Form.

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

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

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

2. TERM

2.1 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew for additional Renewal Terms until terminated in accordance with the provisions hereof.

2.2 Customer may terminate the Services and this Order Form for convenience upon ninety (90) days prior written notice subject to Customer's payment of the Services performed and Products delivered prior to the effective date of termination. 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.

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 Kronos, Best Software, Inc. or these Applications for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using these Applications and satisfy itself that those calculations are correct.

5. ACCEPTABLE USE

5.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement.

5.2 Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to Kronos that the Customer Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

5.3 Customer will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

6. CONNECTIVITY AND ACCESS

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

7. IMPLEMENTATION AND SUPPORT

7.1 **Implementation Services.** Kronos will provide the Implementation Services to Customer. Implementation Services described in an SSS are provided on a time and materials basis, billed monthly as delivered unless otherwise indicated on the Order Form. Implementation Services described in the Services Implementation Guideline are provided on a fixed fee basis. If Customer requests additional Implementation Services beyond those described in the Services Implementation Guideline, Kronos will create a change order for Customer's review and approval and any additional Implementation Services to be provided by Kronos will be billed as delivered at the then-current Kronos professional services rates. Kronos' configuration of the Applications will be based on information and work flows that Kronos obtains from Customer during the discovery portion of the implementation. Customer shall provide Kronos with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. In the event that Kronos 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 Kronos in accordance with the then-current standard Kronos travel and expense policies, which Kronos will provide to Customer upon request. Kronos shall invoice Customer for such travel expenses and payment thereof shall be due net thirty (30) days from date of invoice.

7.2 **Additional Services.** Customer may engage Kronos 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.

7.3 **Support.** Kronos 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 Kronos Customer Portal. As part of such support, Kronos will make updates to the Services available to Customer at no charge as such updates are released generally to Kronos' customers. Customer agrees that Kronos may install critical security patches and infrastructure updates automatically as part of the Services. Kronos' then-current Support Services Policies shall apply to all Support Services provided by Kronos and may be accessed at: <http://www.kronos.com/Support/SupportServicesPolicies.htm> ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

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 rented Equipment are included in the rental fees for such Equipment):

(a) Customer may select, as indicated on an Order Form, an Equipment Support Services option offered by the local Kronos entity responsible for supporting the Equipment if and as such offerings are available within the Kronos territory corresponding to the Equipment's location. Kronos shall provide each 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 Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies. Service packs for the Equipment (as described in subsection (ii) below) are included in both Depot Exchange and Depot Repair Support Services.

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

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

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

- a) **Rental Term and Warranty Period.** The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under 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 loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer's obligations under the Agreement.
- c) **Location/Replacement.** Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.
- d) **Ownership.** All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).
- e) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described in Section 7.
- f) **Return of Equipment.** Upon termination of the 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) **Ownership and Warranty Period.** Title to the Equipment shall pass to Customer upon delivery to the carrier. The "Warranty Period" for the Equipment shall be for a period of ninety (90) days from such delivery (unless otherwise required by law).
- b) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described 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 D-1 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 D-1.

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

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

11.2 Kronos' sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that Kronos is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Kronos' commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the 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-conformity to enable Kronos to reproduce or verify the same.

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

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

Except as provided for in this Section 11, Kronos hereby disclaims all warranties, conditions, guaranties and representations relating to the Services, express or implied, oral or in writing, including without limitation the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and whether or not arising through a course of dealing. The Services are not guaranteed to be error-free or uninterrupted. Except as specifically provided in this Agreement, Kronos makes no warranties or representations concerning the compatibility of the Services, the SaaS Applications or the Equipment nor any results to be achieved therefrom.

12.0 DATA SECURITY

12.1 As part of the Services, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described at: <http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx> Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

EXHIBIT D-1

SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement: The Services, in a production environment and as described in the Statement of Work (aka Services Scope Statement), are provided with the service levels described in this Exhibit D-1. SLAs are only applicable to production environments. SLAs will be available upon Customer's signature of Kronos' Go Live Acceptance Form for Customer's production environment.

99.75% Application Availability

Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100 and divided by Monthly Minutes (MM), but not including Excluded Events

Service Credit Calculation: An Outage will be deemed to commence when the Applications are unavailable to Customer in Customer's production environment hosted by Kronos and end when Kronos has restored availability of the Services. Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle Customer to a credit as follows:

Actual Application Availability % (as measured in a calendar month)	Service Credit to be applied to Customer's monthly invoice for the affected month
<99.75% to 98.75%	10%
<98.75% to 98.25%	15%
<98.25% to 97.75%	25%
<97.75 to 96.75%	35%
<96.75	50%

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

"Excluded Event" means any event that results in an Outage and is caused by (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos, including without limitation Customer Content, failures or malfunctions resulting from circuits provided by Customer, any inconsistencies or changes in Customer's source environment, including either intentional or accidental connections or disconnections to the environment; (c) Force Majeure events; (d) scheduled or emergency maintenance, alteration or implementation provided during the Maintenance Period defined below; (e) any suspension of the Services in accordance with the terms of the Agreement to which this Exhibit D-1 is attached; (f) the unavailability of required Customer personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (g) using an Application in a manner inconsistent with the product documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Kronos to maintain and update the Services, when necessary. During these Maintenance Periods, the Services are available to Kronos to perform periodic maintenance services, which include vital software updates. Kronos will use its commercially reasonable efforts during the Maintenance Period to make the Services available to Customer; however, some changes will require downtime. Kronos will provide notice for planned downtime via an email notice to the primary Customer contact at least one day in advance of any known downtime so planning can be facilitated by Customer.

Currently scheduled Maintenance Periods for the Services are:

Monday through Friday 04:00 am – 06:00 am (U.S. eastern time)
Saturday and Sunday 12:00 am – 06:00 am (U.S. eastern time)

Maintenance Periods include those maintenance periods mutually agreed upon by Customer and Kronos.

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

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

Limitations: Service Credits will not be provided if: (a) Customer is in breach or default under the Agreement at the time the Outage occurred; or (b) the Outage results from an Excluded Event. If Kronos does not provide the appropriate Service Credit as due hereunder, Customer must request the Service Credit within sixty (60) calendar days of the conclusion of the month in which the Service Credit accrues. Customer waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on Kronos records and data unless Customer can provide Kronos with clear and convincing evidence to the contrary.

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

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



Public Sector Pricebook - REV10272016

Add	Workforce Target Intelligence for Healthcare V8 - per employee per month (Capacity Increase Add/On) - BAA Required	SaaS	\$	0.75	48%	\$	0.39	52%	\$	0.36	56%	\$	0.33																																																																																										
Add	Workforce Workload Manager for Healthcare V8 - per employee per month (Capacity Increase Add/On) - BAA Required	SaaS	\$	1.25	48%	\$	0.65	52%	\$	0.60	56%	\$	0.55																																																																																										
Add	Workforce Extensions for Healthcare Encryption Gateway for Kronos Cloud - BAA Required	SaaS	\$	-	-	\$	-	-	\$	-	-	\$	-																																																																																										
Add	Workforce Telestaff Enterprise V6 BUNDLE (Includes TSG Enterprise, Global Access, Gateway Manager, Institution Focus, and Contact Manager) - per Employee per Month - NOTE ONLY AVAILABLE TO NET NEW TELESTAFF CUSTOMERS	SaaS	\$	6.28	48%	\$	4.31	52%	\$	3.87	56%	\$	3.54																																																																																										
Add	WORKFORCE TELESTAFF BLUEPRINTS V6 - per employee per month	SaaS	\$	1.00	48%	\$	0.54	52%	\$	0.48	56%	\$	0.44																																																																																										
Add	WORKFORCE TELESTAFF ENTERPRISE V4, V5 OR V6 per employee per month (Capacity Increase Add-On)	SaaS	\$	5.00	48%	\$	2.60	52%	\$	2.40	56%	\$	2.20																																																																																										
Add	WORKFORCE TELESTAFF INSTITUTION FOCUS V4, V5 OR V6 per employee per month (Capacity Increase Add/On)	SaaS	\$	0.75	48%	\$	0.39	52%	\$	0.36	56%	\$	0.33																																																																																										
Add	WORKFORCE TELESTAFF GLOBAL ACCESS V4, V5 OR V6 per employee per month (Capacity Increase Add-On)	SaaS	\$	1.00	48%	\$	0.52	52%	\$	0.48	56%	\$	0.44																																																																																										
Add	WORKFORCE TELESTAFF GATEWAY MANAGER V4, V5 OR V6 per month (Capacity Increase Add/On)	SaaS	\$	150.00	48%	\$	78.00	52%	\$	72.00	56%	\$	66.00																																																																																										
Add	WORKFORCE TELESTAFF GATEWAY MANAGER V4, V5 OR V6 Interact to WFC V6/V7/V8	SaaS	\$	3.95	48%	\$	2.08	52%	\$	1.94	56%	\$	1.82																																																																																										
Add	WORKFORCE TELESTAFF CONTACT MANAGER V4, V5 OR V6 per employee per month (Capacity Increase Add/On)	SaaS	\$	0.50	48%	\$	0.26	52%	\$	0.24	56%	\$	0.22																																																																																										
Add	WORKFORCE TELESTAFF BIDDING V4, V5 or V6 per employee per month (Capacity Increase Add/On)	SaaS	\$	1.00	48%	\$	1.04	52%	\$	0.96	56%	\$	0.88																																																																																										
Add	WORKFORCE INTEGRATION MANAGER V7 OR V8 to TELESTAFF V2/V4/V5/V6	SaaS	\$	-	48%	\$	-	52%	\$	-	56%	\$	-																																																																																										
Add	WORKFORCE TELETIME IP V7 or V8, BASE SYSTEM, 5 LINES - per month	SaaS	\$	1,000.00	48%	\$	520.00	52%	\$	480.00	56%	\$	440.00																																																																																										
Add	WORKFORCE TELETIME IP V7 or V8, ADDL LINE, LINES 6-10 - per month	SaaS	\$	160.00	48%	\$	78.00	52%	\$	72.00	56%	\$	66.00																																																																																										
Add	WORKFORCE TELETIME IP V7 or V8, ADDL LINE, LINES 11+ - per month	SaaS	\$	50.00	48%	\$	26.00	52%	\$	24.00	56%	\$	22.00																																																																																										
Add	WORKFORCE TELETIME IP V7 or V8, BASE SYSTEM, 5 LINES, 2ND LANGUAGE - per month	SaaS	\$	150.00	48%	\$	78.00	52%	\$	72.00	56%	\$	66.00																																																																																										
Add	WORKFORCE TELETIME IP V7 or V8, ADDL LINE, LINES 6-10, 2ND LANGUAGE - per month	SaaS	\$	15.00	48%	\$	7.80	52%	\$	7.20	56%	\$	6.60																																																																																										
Add	WORKFORCE TELETIME IP V7 or V8, ADDL LINE, LINES 11+, 2ND LANGUAGE - per month	SaaS	\$	7.50	48%	\$	3.90	52%	\$	3.60	56%	\$	3.30																																																																																										
Add	WORKFORCE TELETIME IP V7 or V8, BASE SYSTEM, 5 LINES, 3RD LANGUAGE - per month	SaaS	\$	150.00	48%	\$	78.00	52%	\$	72.00	56%	\$	66.00																																																																																										
Add	WORKFORCE TELETIME IP V7 or V8, ADDL LINE, LINES 6-10, 3RD LANGUAGE - per month	SaaS	\$	15.00	48%	\$	7.80	52%	\$	7.20	56%	\$	6.60																																																																																										
Add	WORKFORCE TELETIME IP V7 or V8, ADDL LINE, LINES 11+, 3RD LANGUAGE - per month	SaaS	\$	7.50	48%	\$	3.90	52%	\$	3.60	56%	\$	3.30																																																																																										
Price	Workforce Human Resources V7 or V8 - per month	SaaS	\$	7.00	48%	\$	3.64	52%	\$	3.36	56%	\$	3.08																																																																																										
Price	Workforce Payroll V7 or V8 - per month	SaaS	\$	7.00	48%	\$	3.64	52%	\$	3.36	56%	\$	3.08																																																																																										
Add	Workforce HR/Payroll Administrator v8 - per employee per month	SaaS	\$	20.00	48%	\$	10.40	52%	\$	9.60	56%	\$	8.80																																																																																										
Add	Workforce HR/Payroll Employee v8 - per employee per month	SaaS	\$	15.00	48%	\$	7.78	52%	\$	7.12	56%	\$	6.46																																																																																										
Add	Workforce HR/Payroll Manager v8 per Manager per month	SaaS	\$	10.00	48%	\$	5.20	52%	\$	4.80	56%	\$	4.40																																																																																										
Add	KSS Tool Attestation Tool Kit v8 - per employee per month	SaaS	\$	0.50	48%	\$	0.26	52%	\$	0.24	56%	\$	0.22																																																																																										
Add	KSS Tool FT-PT Analysis Report v8 - per month	SaaS	\$	250.00	48%	\$	130.00	52%	\$	120.00	56%	\$	110.00																																																																																										
Add	KSS Tool Timeward Confirmation v8 - per month	SaaS	\$	200.00	48%	\$	104.00	52%	\$	96.00	56%	\$	88.00																																																																																										
Add	KSS Tool Kronos Time Capture for Cisco v8 - per employee per month	SaaS	\$	1.50	48%	\$	0.78	52%	\$	0.72	56%	\$	0.66																																																																																										
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Public Sector Pricebook - REV10272016

	ISERIES v7 ACTIVITIES	ISeries Software	\$ 49.00	39%	\$ 29.80	41%	\$ 29.80	41%	\$ 22.80
	ISERIES v7 DEMIT	ISeries Software	\$ 20.00	39%	\$ 12.20	41%	\$ 11.80	43%	\$ 11.40
	ISERIES v7 ACCESS	ISeries Software	\$ 20.00	39%	\$ 12.20	41%	\$ 11.80	43%	\$ 11.40
Add	ISERIES v7 MOBILE MANAGER	ISeries Software	\$ 65.00	39%	\$ 39.65	41%	\$ 38.35	43%	\$ 37.05
Add	ISERIES v7 MOBILE EMPLOYEE	ISeries Software	\$ 8.00	39%	\$ 4.88	41%	\$ 4.72	43%	\$ 4.56
Add	WORKFORCE TABLE FOR ISERIES v7	ISeries Software	\$ 99.00	39%	\$ 60.39	41%	\$ 58.41	43%	\$ 56.43

Professional Services

	Professional Services (Cost per Hour) Blended Rate	Professional Services	\$ 200.00	10%	\$ 180.00
	Professional Services Billing Role - Project Manager	Professional Services	\$ 200.00	10%	\$ 180.00
	Professional Services Billing Role - Application Consultant	Professional Services	\$ 200.00	10%	\$ 180.00
	Professional Services Billing Role - Technical Consultant	Professional Services	\$ 215.00	10%	\$ 193.50
	Professional Services Billing Role - Education Consultant	Professional Services	\$ 220.00	10%	\$ 198.00
	Professional Services Billing Role - Integration Consultant	Professional Services	\$ 200.00	10%	\$ 180.00
	Professional Services Billing Role - Solution Consultant	Professional Services	\$ 200.00	10%	\$ 180.00
	Professional Services Billing Role - Solution Developer	Professional Services	\$ 225.00	20%	\$ 180.00
	Workforce Ready Setup Fee Timekeeping Tier 1 (1-1000e)	WFR Services	\$ 3,000.00	10%	\$ 2,700.00
	Workforce Ready Setup Fee Timekeeping Tier 2 (101-5000e)	WFR Services	\$ 5,000.00	30%	\$ 4,500.00
	Workforce Ready Setup Fee Timekeeping Tier 3 (501-10000e)	WFR Services	\$ 10,000.00	10%	\$ 9,000.00
	Workforce Ready Setup Fee Timekeeping Tier 4 (1,001 - 2,5000e)	WFR Services	\$ 50,000.00	10%	\$ 45,000.00
	Workforce Ready Setup Fee Accruals/Leave Tier 1 (1-1000e)	WFR Services	\$ 1,000.00	10%	\$ 900.00
	Workforce Ready Setup Fee Accruals/Leave Tier 2 (101-5000e)	WFR Services	\$ 1,250.00	16%	\$ 1,125.00
	Workforce Ready Setup Fee Accruals/Leave Tier 3 (501-10000e)	WFR Services	\$ 3,000.00	10%	\$ 4,500.00
	Workforce Ready Setup Fee Accruals/Leave Tier 4 (1,000 - 2,5000e)	WFR Services	\$ 12,500.00	10%	\$ 11,250.00
	Workforce Ready Setup Fee Payroll Tier 1 (1-1000e)	WFR Services	\$ 3,000.00	10%	\$ 2,700.00
	Workforce Ready Setup Fee Payroll Tier 2 (101-5000e)	WFR Services	\$ 5,000.00	30%	\$ 4,500.00
	Workforce Ready Setup Fee Payroll Tier 3 (501-10000e)	WFR Services	\$ 10,000.00	10%	\$ 9,000.00
	Workforce Ready Setup Fee Payroll Tier 4 (1,001 - 2,5000e)	WFR Services	\$ 50,000.00	10%	\$ 45,000.00
	Workforce Ready Setup Fee HR Tier 1 (1-1000e)	WFR Services	\$ 1,000.00	10%	\$ 2,700.00
	Workforce Ready Setup Fee HR Tier 2 (101-5000e)	WFR Services	\$ 5,000.00	10%	\$ 4,500.00
	Workforce Ready Setup Fee HR Tier 3 (101-5000e)	WFR Services	\$ 20,000.00	10%	\$ 18,000.00
	Workforce Ready Setup Fee HR Tier 4 (1,000 - 2,5000e)	WFR Services	\$ 50,000.00	10%	\$ 45,000.00
	Workforce Ready Tax Filing Admin Setup Fee - per Admin	WFR Services	\$ 3,000.00	10%	\$ 2,700.00
	Workforce Ready Tax Filing One Time Setup Fee	WFR Services	\$ 500.00	10%	\$ 450.00

Client Partnership Services

CPS - # of Units sold should be calculated appropriately with the customer, the number of units will be validated and adjusted appropriately if applicable, as part of their Annual Maintenance Renewal.

Add	Client Partnership Services - 1-5 Units	CPS Services	\$ 5,700.00	0%	\$ 5,700.00
Add	Client Partnership Services - 6-10 Units	CPS Services	\$ 10,000.00	0%	\$ 10,000.00
Add	Client Partnership Services - 11-25 Units	CPS Services	\$ 15,000.00	0%	\$ 15,000.00
Add	Client Partnership Services - 26-40 Units	CPS Services	\$ 25,000.00	0%	\$ 25,000.00
Add	Client Partnership Services - 41-60 Units	CPS Services	\$ 40,000.00	0%	\$ 40,000.00
Add	Client Partnership Services - 61+ Units	CPS Services	\$ 60,000.00	0%	\$ 60,000.00

Item Description

Training

	Item Description	PriceList Name	List Price	Discount %	Final Price
	Training Points	Training	\$ 1.00	10%	\$ 0.90
Price +	Knowledge Pass 0-1500e	Training	\$ 575.00	10%	\$ 517.50
Price +	Knowledge Pass 151-299e	Training	\$ 1,050.00	10%	\$ 945.00
Price +	Knowledge Pass 300-349e	Training	\$ 1,750.00	10%	\$ 1,575.00
Price +	Knowledge Pass 350-399e	Training	\$ 2,050.00	10%	\$ 1,845.00
Price +	Knowledge Pass 400-1500e	Training	\$ 2,315.00	10%	\$ 2,095.50
Price +	Knowledge Pass 1501-2500e	Training	\$ 4,615.00	10%	\$ 4,163.50
Price +	Knowledge Pass 2501-5000e	Training	\$ 8,675.00	10%	\$ 7,807.50
Price +	Knowledge Pass 5001-20000e	Training	\$ 10,875.00	10%	\$ 9,787.50
Price +	Knowledge Pass 20000+e	Training	\$ 22,000.00	10%	\$ 19,800.00

Cloud

	Item Description	PriceList Name	List Price	Discount %	Final Price
	Cloud Hosting WFC Monthly Fee (WFC Monthly Fee are for the Workforce Central Suite Products)	Cloud			
	Cloud Hosting WFC Monthly Fee 0 - 750 EE	Cloud	\$ 1,500.00	0%	\$ 1,500.00
	Cloud Hosting WFC Monthly Fee 751 - 1500 EE	Cloud	\$ 2,100.00	0%	\$ 2,100.00
	Cloud Hosting WFC Monthly Fee 1501 - 2500 EE	Cloud	\$ 2,700.00	0%	\$ 2,700.00
	Cloud Hosting WFC Monthly Fee 2501 - 5000 EE	Cloud	\$ 3,800.00	0%	\$ 3,800.00
	Cloud Hosting WFC Monthly Fee 5001 - 6250 EE	Cloud	\$ 5,200.00	0%	\$ 5,200.00
	Cloud Hosting WFC Monthly Fee 6251 - 7500 EE	Cloud	\$ 6,500.00	0%	\$ 6,500.00
	Cloud Hosting WFC Monthly Fee 7501 - 10,000 EE	Cloud	\$ 8,000.00	0%	\$ 8,000.00
	Cloud Hosting WFC Monthly Fee 10,001 - 15,000 EE	Cloud	\$ 12,140.00	0%	\$ 12,140.00
	Cloud Hosting WFC Monthly Fee 15,001 - 20,000 EE	Cloud	\$ 15,140.00	0%	\$ 15,140.00
	Cloud Hosting WFC 12 Month Contract Term Startup Fee	Cloud		0%	\$ 0.00
	Cloud Hosting WFC 12 Month Contract Term Startup Fee 0 - 750 EE	Cloud	\$ 4,050.00	0%	\$ 4,050.00
	Cloud Hosting WFC 12 Month Contract Term Startup Fee 751 - 1500 EE	Cloud	\$ 5,670.00	0%	\$ 5,670.00
	Cloud Hosting WFC 12 Month Contract Term Startup Fee 1501 - 2500 EE	Cloud	\$ 7,290.00	0%	\$ 7,290.00
	Cloud Hosting WFC 12 Month Contract Term Startup Fee 2501 - 5000 EE	Cloud	\$ 10,260.00	0%	\$ 10,260.00
	Cloud Hosting WFC 12 Month Contract Term Startup Fee 5001 - 6250 EE	Cloud	\$ 14,040.00	0%	\$ 14,040.00
	Cloud Hosting WFC 12 Month Contract Term Startup Fee 6251 - 7500 EE	Cloud	\$ 17,850.00	0%	\$ 17,850.00
	Cloud Hosting WFC 12 Month Contract Term Startup Fee 7501 - 10,000 EE	Cloud	\$ 21,600.00	0%	\$ 21,600.00



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Cloud Hosting T1 Cross Connect Start up Fee	Cloud	\$	154.40	0%	\$	154.40
Cloud Hosting Analog Cross Connect Monthly Fee	Cloud	\$	16.00	0%	\$	16.00
Cloud Hosting Analog Cross Connect Start up Fee	Cloud	\$	32.40	0%	\$	32.40
Cloud Hosting Telepresence IP	Cloud					
Cloud Hosting Telepresence IP First 25 Lines Fee Per Month	Cloud	\$	1,500.00	0%	\$	1,500.00
Cloud Hosting Telepresence IP Additional 25 Lines Fee Per Month	Cloud	\$	600.00	0%	\$	500.00
Cloud Hosting WFC Add App Server Monthly Fee	Cloud					
Cloud Hosting WFC Add App Server Monthly Fee 5001 - 6250 EE	Cloud	\$	1,000.00	0%	\$	1,000.00
Cloud Hosting WFC Add App Server Monthly Fee 6251 - 7500 EE	Cloud	\$	1,000.00	0%	\$	2,000.00
Cloud Hosting WFC Add App Server Monthly Fee 7501 - 10,000 EE	Cloud	\$	1,000.00	0%	\$	1,000.00
Cloud Hosting WFC Add App Server Monthly Fee 10,001 - 15,000 EE	Cloud	\$	1,000.00	0%	\$	1,000.00
Cloud Hosting WFC Add App Server Monthly Fee 15,001 - 20,000 EE	Cloud	\$	1,000.00	0%	\$	1,000.00
Cloud Hosting WFC Add Non Prod Monthly Fee	Cloud					
Cloud Hosting WFC Add Non Prod Monthly Fee 0 - 750 EE	Cloud	\$	700.00	0%	\$	700.00
Cloud Hosting WFC Add Non Prod Monthly Fee 751 - 1500 EE	Cloud	\$	750.00	0%	\$	750.00
Cloud Hosting WFC Add Non Prod Monthly Fee 1501 - 2500 EE	Cloud	\$	750.00	0%	\$	750.00
Cloud Hosting WFC Add Non Prod Monthly Fee 2501 - 5000 EE	Cloud	\$	900.00	0%	\$	900.00
Cloud Hosting WFC Add Non Prod Monthly Fee 5001 - 6250 EE	Cloud	\$	1,000.00	0%	\$	1,000.00
Cloud Hosting WFC Add Non Prod Monthly Fee 6251 - 7500 EE	Cloud	\$	1,000.00	0%	\$	1,000.00
Cloud Hosting WFC Add Non Prod Monthly Fee 7501 - 10,000 EE	Cloud	\$	1,250.00	0%	\$	1,250.00
Cloud Hosting WFC Add Non Prod Monthly Fee 10,001 - 15,000 EE	Cloud	\$	1,500.00	0%	\$	1,500.00
Cloud Hosting WFC Add Non Prod Monthly Fee 15,001 - 20,000 EE	Cloud	\$	1,750.00	0%	\$	1,750.00
Cloud Hosting WFC Disaster Recovery Monthly Fee (Per 1-20,000dms)	Cloud					
Cloud Hosting WFC Disaster Recovery Monthly Fee 0 - 750 EE	Cloud	\$	1,100.00	0%	\$	1,100.00
Cloud Hosting WFC Disaster Recovery Monthly Fee 751 - 1500 EE	Cloud	\$	1,200.00	0%	\$	1,200.00
Cloud Hosting WFC Disaster Recovery Monthly Fee 1501 - 2500 EE	Cloud	\$	1,200.00	0%	\$	1,200.00
Cloud Hosting WFC Disaster Recovery Monthly Fee 2501 - 5000 EE	Cloud	\$	1,600.00	0%	\$	1,600.00
Cloud Hosting WFC Disaster Recovery Monthly Fee 5001 - 6250 EE	Cloud	\$	1,600.00	0%	\$	2,600.00
Cloud Hosting WFC Disaster Recovery Monthly Fee 6251 - 7500 EE	Cloud	\$	2,600.00	0%	\$	2,600.00
Cloud Hosting WFC Disaster Recovery Monthly Fee 7501 - 10,000 EE	Cloud	\$	3,200.00	0%	\$	3,200.00
Cloud Hosting WFC Disaster Recovery Monthly Fee 10,001 - 15,000 EE	Cloud	\$	4,000.00	0%	\$	4,000.00
Cloud Hosting WFC Disaster Recovery Monthly Fee 15,001 - 20,000 EE	Cloud	\$	4,800.00	0%	\$	4,800.00
Cloud Hosting WFC Disaster Recovery 12 Mo Startup Fee Cloud	Cloud					
Cloud Hosting WFC Disaster Recovery 12 Mo Startup Fee 0 - 750 EE	Cloud	\$	1,970.00	0%	\$	2,970.00
Cloud Hosting WFC Disaster Recovery 12 Mo Startup Fee 751 - 1500 EE	Cloud	\$	3,240.00	0%	\$	3,240.00
Cloud Hosting WFC Disaster Recovery 12 Mo Startup Fee 1501 - 2500 EE	Cloud	\$	3,240.00	0%	\$	3,240.00
Cloud Hosting WFC Disaster Recovery 12 Mo Startup Fee 2501 - 5000 EE	Cloud	\$	4,320.00	0%	\$	4,320.00
Cloud Hosting WFC Disaster Recovery 12 Mo Startup Fee 5001 - 6250 EE	Cloud	\$	7,020.00	0%	\$	7,020.00
Cloud Hosting WFC Disaster Recovery 12 Mo Startup Fee 6251 - 7500 EE	Cloud	\$	7,020.00	0%	\$	7,020.00
Cloud Hosting WFC Disaster Recovery 12 Mo Startup Fee 7501 - 10,000 EE	Cloud	\$	8,640.00	0%	\$	8,640.00
Cloud Hosting WFC Disaster Recovery 12 Mo Startup Fee 10,001 - 15,000 EE	Cloud	\$	10,800.00	0%	\$	10,800.00
Cloud Hosting WFC Disaster Recovery 12 Mo Startup Fee 15,001 - 20,000 EE	Cloud	\$	12,960.00	0%	\$	12,960.00
Cloud Hosting WFC Disaster Recovery 24 Mo Startup Fee Cloud	Cloud					
Cloud Hosting WFC Disaster Recovery 24 Mo Startup Fee 0 - 750 EE	Cloud	\$	1,880.00	0%	\$	1,880.00
Cloud Hosting WFC Disaster Recovery 24 Mo Startup Fee 751 - 1500 EE	Cloud	\$	2,160.00	0%	\$	2,160.00
Cloud Hosting WFC Disaster Recovery 24 Mo Startup Fee 1501 - 2500 EE	Cloud	\$	2,160.00	0%	\$	2,160.00
Cloud Hosting WFC Disaster Recovery 24 Mo Startup Fee 2501 - 5000 EE	Cloud	\$	2,880.00	0%	\$	2,880.00
Cloud Hosting WFC Disaster Recovery 24 Mo Startup Fee 5001 - 6250 EE	Cloud	\$	4,680.00	0%	\$	4,680.00
Cloud Hosting WFC Disaster Recovery 24 Mo Startup Fee 6251 - 7500 EE	Cloud	\$	4,680.00	0%	\$	4,680.00
Cloud Hosting WFC Disaster Recovery 24 Mo Startup Fee 7501 - 10,000 EE	Cloud	\$	5,760.00	0%	\$	5,760.00
Cloud Hosting WFC Disaster Recovery 24 Mo Startup Fee 10,001 - 15,000 EE	Cloud	\$	7,200.00	0%	\$	7,200.00
Cloud Hosting WFC Disaster Recovery 24 Mo Startup Fee 15,001 - 20,000 EE	Cloud	\$	8,640.00	0%	\$	8,640.00
Cloud Hosting WFC Disaster Recovery 36 Mo Startup Fee Cloud	Cloud					
Cloud Hosting WFC Disaster Recovery 36 Mo Startup Fee 0 - 750 EE	Cloud	\$	990.00	0%	\$	990.00
Cloud Hosting WFC Disaster Recovery 36 Mo Startup Fee 751 - 1500 EE	Cloud	\$	1,080.00	0%	\$	1,080.00
Cloud Hosting WFC Disaster Recovery 36 Mo Startup Fee 1501 - 2500 EE	Cloud	\$	1,080.00	0%	\$	1,080.00
Cloud Hosting WFC Disaster Recovery 36 Mo Startup Fee 2501 - 5000 EE	Cloud	\$	1,440.00	0%	\$	1,440.00
Cloud Hosting WFC Disaster Recovery 36 Mo Startup Fee 5001 - 6250 EE	Cloud	\$	2,340.00	0%	\$	2,340.00
Cloud Hosting WFC Disaster Recovery 36 Mo Startup Fee 6251 - 7500 EE	Cloud	\$	2,340.00	0%	\$	2,340.00
Cloud Hosting WFC Disaster Recovery 36 Mo Startup Fee 7501 - 10,000 EE	Cloud	\$	2,880.00	0%	\$	2,880.00
Cloud Hosting WFC Disaster Recovery 36 Mo Startup Fee 10,001 - 15,000 EE	Cloud	\$	3,600.00	0%	\$	3,600.00
Cloud Hosting WFC Disaster Recovery 36 Mo Startup Fee 15,001 - 20,000 EE	Cloud	\$	4,320.00	0%	\$	4,320.00
*Cloud 2						
NOTE - Cloud 2 Base Fee Per Month Costs apply for Initial Purchase or Initial Conversion Only. Cloud 2 Hosting Per Employee Fee Per Month Costs apply for Initial Purchase or Initial Conversion and also Capacity Adds.						
Cloud Hosting Workforce Central Base	Cloud 2	\$	1,000.00	0%	\$	1,000.00
Cloud Hosting Workforce Central Base Fee per Month	Cloud 2	\$	0.50	0%	\$	0.50
Cloud Hosting Add Analytics	Cloud 2					
Cloud Hosting Add Analytics Base Fee Per Month	Cloud 2	\$	1,000.00	0%	\$	1,000.00
Cloud Hosting Add Analytics Per Employee Fee Per Month 1-20,000dms	Cloud 2	\$	0.15	0%	\$	0.15
Cloud Hosting Add Record Manager/Enterprise Archiver	Cloud 2					
Cloud Hosting Add Record Manager Fee Per Month 1-20,000dms	Cloud 2	\$	1,000.00	0%	\$	1,000.00
Cloud Hosting Workforce TeleStaff Base	Cloud 2					
Cloud Hosting Workforce TeleStaff Base Fee per Month	Cloud 2	\$	1,250.00	0%	\$	1,250.00

10.4 PLATINUM AND PLUS SERVICE OFFERINGS:

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

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

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

10.5 PAYMENT

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

10.6 ADDITION OF SOFTWARE

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

10.7 RESPONSIBILITIES OF CUSTOMER

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

10.8 DEFAULT

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

10.9 WARRANTY

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

11. EQUIPMENT SUPPORT SERVICES

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

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

11.1 TERM

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

11.2 PAYMENT

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

Kronos will invoice Customer for the annual Support Charges each year in advance of the Renewal Date. Customer will pay Kronos within thirty (30) days of receipt of invoice.

11.3 DEPOT SUPPORT SERVICE DESCRIPTION

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