



Kronos Incorporated  
900 Chelmsford Street  
Lowell, Massachusetts 01851

**phone** +1 978 250 9800  
**fax** +1 978 367 5900  
**url** [www.kronos.com](http://www.kronos.com)

October 31, 2018

Sandi Amsler, CPPB  
Beaufort County School District  
Procurement Office  
2900 Mink Point Blvd  
Beaufort, South Carolina 29902-0309

**Subject: Beaufort County School District - Time Clock System - RFP – Kronos Proposal**

Dear Sandi Amsler,

Enclosed with this letter is Kronos' response to the Beaufort County School District Beaufort County School District - Time Clock System - RFP.

At Kronos, our goal for customer engagements is twofold. First is our commitment to establish a long-term trusted advisor relationship with our customers. Secondly and equally as important is ensuring your near-term success and the success of any project which falls under the Kronos umbrella. We offer a reliable product suite and experienced resources backed by a strong foundation ready to help your organization achieve its goals outlined in the RFP.

In support of our proposal, Kronos has committed a team of industry experts to work with the evaluation team during the procurement process. Please note that this offer to Beaufort County School District is valid for 90 days from the date on the cover page of this proposal.

I look forward to working with the staff at Beaufort County School District . If you have any questions, please do not hesitate to contact Ray Adams at 336.414.3273 or by email at [ray.adams@kronos.com](mailto:ray.adams@kronos.com) .

Sincerely,

John O'Brien  
Chief Revenue Officer  
Kronos Incorporated



# Beaufort County School District

**Beaufort County School District - Time Clock System**  
*Solicitation Number 19-004*

**Ray Adams**  
**Senior Sales Executive**  
[ray.adams@kronos.com](mailto:ray.adams@kronos.com)  
336.414.3273

**Kronos Incorporated**  
[www.kronos.com](http://www.kronos.com)  
900 Chelmsford Street  
Lowell, Massachusetts 01851



**Table of Contents**

Executive Summary ..... 1

4.0 Time Clock System Response Form ..... 4

5.0 Qualifications..... 5

9.0 Attachments to Solicitation ..... 8

Attachment 1 – Customer Implementation Guide..... 9

Attachment 2 – Workforce Ready Sales Agreement ..... 10



## Contract Proposal

Kronos is submitting its proposal subject to the terms and conditions of the Kronos Workforce Ready – Software as a Service Terms and Conditions attached to this proposal and hereby incorporated by reference (referred to as the “Kronos Agreement”). Notwithstanding the terms of the RFP, Kronos expects to use the Kronos Agreement. Kronos recognizes that some of the terms and conditions in the Kronos Agreements vary from those contained in this RFP, and understands that Beaufort County School District may have certain requirements that could be requested. If awarded business by Beaufort County School District, Kronos is willing to explain the applicable provisions proposed with the offering. Kronos expects that neither the RFP nor Kronos’ proposal will be incorporated into any definitive agreement, but such agreement will address the topics in the RFP and Kronos’ proposal and supersede both.

Kronos Workforce Ready® and Kronos Payroll Services are provided by and contracted with Kronos SaaS, Inc., a wholly owned subsidiary of Kronos Incorporated.

© 2018, Kronos Incorporated. Kronos and the Kronos logo are registered trademarks and Workforce Innovation That Works is a trademark of Kronos Incorporated or a related company. For a full list of Kronos trademarks, please visit the “trademarks” page at [www.kronos.com](http://www.kronos.com). All other trademarks, if any, are property of their respective owners. All specifications are subject to change. All rights reserved.





## Beaufort County School District

Solicitation Number: 19-004  
Date Printed: October 3, 2018  
Date Issued: October 3, 2018  
Procurement Officer: Sandi Amsler, CPPB  
Phone: 843-322-2349  
Email: [Sandi.Amsler@beaufort.k12.sc.us](mailto:Sandi.Amsler@beaufort.k12.sc.us)

### Request for Proposal (RFP)

DESCRIPTION: **Time Clock System**  
SUBMIT OFFER BY (Opening Date & Time): **October 31, 2018; 11:00 AM EST**  
QUESTIONS MUST BE RECEIVED BY: **October 24, 2018**  
NUMBER OF COPIES TO BE SUBMITTED: **Seven (7) Original Signed Copies and One (1) Redacted Version on CD**

**Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.**

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

**MAILING ADDRESS:**

Beaufort County School District  
Procurement Office  
P.O. Drawer 309  
Beaufort, SC 29901-0309

**PHYSICAL ADDRESS:**

Beaufort County School District  
Procurement Office  
2900 Mink Point Blvd  
Beaufort, SC 29902

**AWARDS & AMENDMENTS:**

Award will be posted at the Physical Address stated above on or after November 28, 2018. The award, this solicitation, and any amendments will be posted at the following web address:

<http://beaufortschools.net>.

You must submit a signed copy of this form with Your Offer. By submitting a proposal or bid, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date.

NAME OF OFFEROR: (Full legal name of business submitting the offer)

Kronos Incorporated

ENTITY TYPE:

Corporation

AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above)

John O'Brien

Chief Revenue Officer

PRINTED NAME

TITLE

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. An offer may be submitted by only one legal entity. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

**PAGE TWO**  
**(Return Page Two with Your Offer)**

<b>HOME OFFICE ADDRESS</b> (Address for Offeror's home office/ Principal place of business):  900 Chelmsford Street Lowell, MA 01851	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent):  900 Chelmsford Street Lowell, MA 01851
<b>PHONE NUMBER:</b> 336.414.3273	
<b>EMAIL ADDRESS:</b> ray.adams@kronos.com	

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent):  P.O. Box 743208 Atlanta, GA 30374-3208  <input type="checkbox"/> Payment Address Same as Home Office Address <input type="checkbox"/> Payment Address Same as Home Notice Address (check one only)	<b>ORDER ADDRESS</b> (Address to which all purchase orders will be sent):  900 Chelmsford Street Lowell, MA 01851  <input type="checkbox"/> Payment Address Same as Home Office Address <input type="checkbox"/> Payment Address Same as Notice Address (check one only)
---	--

<b>ACKNOWLEDGEMENT OF AMENDMENTS:</b>	<u>Amendment Number</u>  1  2	<u>Amendment Issue Date</u>  10-08-2018  10-10-2018
Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.		

<b>MINORITY PARTICIPATION-</b> Are you a Minority Business Enterprise: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please include a copy of your certification.
--

## Executive Summary

Choosing the right Time & Attendance solution can transform the way a county operates. At Beaufort County Schools, you already understand the important role technology plays in your daily operations, but how does it impact your Labor Management and Payroll processes? With Kronos, it means a consistent and reliable set of tools to address all facets of workforce management. It means taking existing methods of bringing in employee info through multiple systems and creating a centralized database for one seamless solution. A single record, a single source of truth, and a single user interface.

Consider this; according to a Forrester Research survey, 12 percent of employees overstate their time worked by two hours monthly. With 14.2 million local government employees at an average wage of \$15/hr, this amounts to approximately \$613 million per year in overpayments to employees nationally, or an average of \$12.2 million in overpayments per state.\*

\*Source: Governing Research, "Latest Front in the Battle of Wasteful Spending", 2012, p.2

### (a) Why Kronos?

After diligent review and analysis of your stated requirements, it is clear the BCSD is looking for a partner who has a proven record with K12 LEAs, a trusted advisor who can deliver a comprehensive and integrated solution to help the school districts modernize their systems and processes. It was also apparent that your team has spent time to ensure that the vendors selected to are able to deliver on crucial areas of value.

- Replace manual systems
- Eliminate unnecessary duplication
- Provide data management and advanced analytics for decision support
- Simplify monitoring and compliance
- Improve FMLA Management & Timecard Integration
- Increase efficiency of operations

You will see that the Kronos proposal has addressed all your requirements outlined in the RFP that relate to the employee centric interactions, processes and requirements. But while those requirements are complete in scope, they are also general in application. When you have a chance to personally view the Kronos K12 solution, it will evident why the daily complexities need to be automated and consistent for an LEA. Additionally, the school district's labor reporting need to be considered in detailed function and application. We will show that what is required to produce a paycheck goes beyond just passing some exception hours to payroll. The Kronos K12 solution will show how to ensure that district is staying compliant with Federal FLSA Laws, reporting accurate Funding/Grant information while providing leadership access to real time data to make decision.

Kronos' K12 Solution is the right choice for BCSD for the same reasons that it was the right choice for Charleston County Schools, Rock Hill Schools, and Colleton County Schools here in South Carolina, to name a few. As well as many other districts across the United States like Jefferson County Board of Education, Atlanta Public Schools, Newark Public Schools and hundreds of others.

Based on our experience in the K12 market, school districts implement highly complexed ERP solutions that almost all have a separate Time and Attendance module. While they are similar in complexities and general scope, Kronos K12 solution has been successful in bridging the daily operations of a district with the backend enterprise based financial solution.

In addition to tracking hourly and non-contract hours, many school districts operate with an "exception based" time management process where much of the process were established to identify employees who are absent, work in an extra duty capacity or work less than their scheduled hours for the day. Normally each location processes timesheets independently and enters data into the payroll system. These manual workforce management processes used to account for worked hours and absences throughout school district suffer from accountability gaps, errors that result in incorrect payments and inefficiencies that waste time for employees,





supervisors, secretaries, principals, HR, and payroll personnel. This will result in excess payroll costs, lower productivity, increased headcount and a potential lack of compliance with labor laws, leaving the schools system with various areas of exposure including but not limited to:

### **Error Prone Time Management Process**

The current time management process requires numerous manual audit steps to ensure employees are paid correctly and held accountable for time worked and absent. Although the auditing process catches errors, in environments like this, it is difficult to determine the number of errors that make it through the payroll process without being noticed.

#### Identified Benefits:

Accurate accountability of employees' time has led to a \$1,000 daily payroll reduction in child nutrition services, a total of \$160,000 in yearly savings

Operational efficiencies in recording and verifying time in just the building services department have increased by 50 percent, netting savings of 1,040 hours and \$224,640 annually.

### **Inconsistent OT & Compensatory Time Practices**

This puts school districts at risk as when the record of Compensatory Time accrued and taken is handled through manual processes, often those hours are maintained on a spreadsheets by departmental secretaries. When this time is not documented correctly an employee leaving the district they could potentially claim they were never paid comp time increasing the liability for the district.

#### Identified Benefits:

Automatically track time and attendance, accruals, overtime, and other employee data.

Ability of the Kronos solution to track different pay codes of employees working more than one position in the school district has proven to be a major benefit. Not only are the employees paid correctly for each job they perform, but the solution also helps the school district determine how to properly budget funds across all areas as directed by the county

### **Decision Support from Real Time Data Visualization**

Gaining timely access to workforce information that provides valuable business insights can be difficult when legacy systems restrict access to data and its reporting. With our solution directors and supervisors at all levels get information that helps them make decision in a proactive manner instead of reviewing a report of what happened last payroll cycle.

#### Identified Benefits:

Built in workflows allow the system to look for data occurrences and conditions in the system and then alert the proper school district directors and supervisors.

System will allow for certain data points to be presented on a user portal through our visualizations.


Ad-hoc reporting capabilities simplify data access and analysis for business users.

With these impactful improvements, the LEAs will continue their core business objective of educating today's youth, while meeting the goals of reducing operating costs and creating a more efficient organization. The Kronos K12 solution will allow departmental supervisors to more effectively manage their labor, while spending their time on their core responsibilities.

Lastly, through automation, the entire payroll process will become more efficient and reduce the errors and effort associated with today's current environment. All of this will keep you compliant with Federal and State regulations in an equitable and consistent manner.







Once again, we thank you for the opportunity to respond to your RFP and share how we've helped hundreds of school districts across the nation control labor costs, minimize compliance risk, and improve workforce productivity and increased employee morale.



## 4.0 Time Clock System Response Form



Kronos Incorporated Proposal in response to Beaufort County School District  
Beaufort County School District - Time Clock System - RFP

{Solicitation Number: 19-004, October 31, 2018



[illegible]

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

████████████████████

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[illegible]

	Requirement	Y	N
1	Data collection terminals should support bar code, magnetic stripe, I proximity readers, and biometric capabilities such as finger scan technology.	Y	
2	Data collection terminals should support on-line and offline modes.	Y	
3	In online mode, transactions should be transmitted from the data co-terminal to the database in real time.	Y	
4	Data should be stored at the data collection terminal until confirmation of successful transfer is received to prevent data loss. Transactions should be available for exception reporting, on premise reporting and pay rule calculation in real time.	Y	
5	Data at the data collection terminal should be secure and stored in non-volatile memory in off-line mode to prevent data loss in case of power failure.	Y	

6	The solution should accommodate recorded entry rounding to the nearest tenth hour, quarter hour, or actual time for start and stop as well as meals and breaks.	Y	
7	The solution should provide for the prevention of overlapping or redundant recorded entry of beginning and end time entries.	Y	
8	The solution should restrict recorded entry (punching) at the data collection terminal or web-based entry screen during unauthorized times, including early, late, early out, late out, and unscheduled days.	Y	
9	The solution should allow for employees to record entries at multiple locations in the district.	Y	
10	The solution should provide for supervisor override of punch restrictions 10 at the data collection terminal and online.	N Y	
11	System should support the assignment of employees to particular data collection terminals, and restrict their ability to enter transactions at other terminals (e.g. in a building other than their assigned building). This restriction should be assigned by employee or employee group.	Y	
12	Employee transfers to different accounts, departments, jobs, or work rules should be validated for that employee at the point of entry.	Y	
13	Employee self-service transactions, such as approving timecard, time off request, review schedule, review recorded entries, and review accrual -balances should be available online.	Y	
14	Employee requests for time off at the data collection terminal should be validated against their real-time balances at the point of entry.	Y	
15	To accommodate heavy use periods, employee self-service transactions can be restricted by terminal, terminal group, or time of day for any terminal.	Y	
16	Data collection terminals should be configurable to provide only services and functions that may be unique to the workforce at the terminal location.	Y	
17	Employee self-service capabilities should be available on a PC, kiosk, cellular device, tablet application or through standard web browsers.	Y	
18	The solution should provide support for a system administrator to control functional access by employees. Employees should only be presented with those functions to which they have access, according to their role and needs.	Y	

19	The solution should provide the ability to view immediately the outcome of the rules processing on the time entry web based time card.	Y	
20	The system should provide for real time alerts to timekeeping exceptions, such as approaching overtime.	Y	

**Describe completely how your solution addresses, and satisfies each of the Requirements in Section 3.1.4**

Workforce Ready provides data collection via the Kronos InTouch® time clock, and employees can also enter time via the “web clock” or web-based Workforce Ready dashboard. Telephony and mobile options are also available.

Kronos for K12 provides:

- **Time Keeping:** Workforce Ready Time Keeping addresses all your time and attendance requirements — from timecard management and labor cost tracking to employee scheduling and absence management. The solution simplifies routine tasks such as approving timesheets, correcting exceptions, responding to time off requests, and managing schedules, using configurable built-in workflows. Real-time visibility makes it easy to manage exceptions, enforce work and pay rules, and update schedules for ongoing compliance and cost control. And robust reporting provides real-time insight to drive more informed decision making and help you optimize your labor spend.
- **InTouch:** The Kronos InTouch® changes how employees interact with the Kronos Workforce Ready® system. A simple touchscreen helps them clock in quickly using a finger, proximity, or badge swipe, and provides a self-service view into schedules, time-off requests, and more. Durable, slim, and with an easy-to-mount design, it's the ideal time clock for virtually any environment. Data collected at an InTouch terminal is written to memory and then sent to the database in real time. If a network connect is lost, the terminal will hold the data in memory until the network connection is re-established. You can specify which self service features are available by terminal or group but not by time of day.
- **Mobile:** Kronos for K12 Mobile solution is available and included for districts with remote employees and mobile managers who want immediate, instant avenues to their workforce management solution.

Supervisors can override punch restrictions from a browser, not at an intouch terminal. Alerts can be customized to send to users based on system or user defined events. Different rounding rules for different types of punches, such as in, out, missed and unscheduled, can be configured for each pay group.

**3.1.5 Pay Policy Enforcement and Time Evaluation**

	Requirements	Y	N
--	--------------	---	---



1	Pay rules should be completely parameter driven and easy to set-up, change, and track without recourse to special programming or other technical skills.	Y	
2	The system should provide for the configuration of an unlimited number of pay rules.	Y	
3	The solution should provide the ability to update user-defined rules and have the changes reflected immediately for time entry and processing.	Y	
4	The solution should provide the ability to define pay rules at the employee, or group level.	Y	
5	The solution should provide the ability to apply rules online at the point of entry, such as activity transfers, job transfers and other changes of status that would result in a different rate or type of pay.	Y	
6	The solution should provide the ability to automatically calculate overtime and other premiums based on the employees' scheduled hours and criteria that is established within the system (e.g. rules based).	Y	
7	The solution should provide the ability to automatically calculate overtime and other premiums based on the employees' actual hours and criteria established within the system (e.g. rules based).	Y	
8	The solution should provide the ability to automatically calculate premiums based on a comparison of the employee's scheduled hours vs. the actual hours worked, and criteria established within the system (e.g. rules based).	Y	
9	The solution should provide the ability to calculate Shift Differential automatically based on the time of day an employee works.	Y	
10	The solution should support configurable pay periods for weekly, bi-weekly, semi-monthly and monthly periods. Multiple pay periods for different employee classes should be seamlessly supported in a single database.	Y	
11	The solution should include configurable periods by shift for meal and breaks in accordance with state and federal law whether paid or non-paid.	Y	
12	The solution should manage holiday pay policies, including holiday pay and apply special rules for hours worked on a holiday. Eligibility rules for holiday pay (work scheduled day before and after, for example) should be automatically enforced.	Y	

13	The solution should provide the ability to enter both hours and amounts for pay codes.	Y	
14	The system should provide the ability to perform multiple overtime calculations based on rules built into the system. Overtime calculations will take into account start and stop times, scheduled hours, type of duty performed.	Y	
15	The system should provide for retroactive pay period adjustments. Those retroactive adjustments can be paid in current pay period or special check run.	Y	
16	The system should allow manager edits, adds, and deletes of any previous pay period data until a predetermined cut-off time.	Y	
17	The system should provide the ability to adjust or correct time entries paid in previous pay periods.	Y	
18	The system should support different pay rules for each job or department.	Y	
19	The system should allow for the configuration of an employee's probationary period and different leave availability based on probationary status.	Y	

**Describe completely how your solution addresses, and satisfies each of the requirements in Section 3.1.5**

Kronos' philosophy has always been to create parameter-based systems which feature user-definable pay rules engines and configurations. This has been considered one of Kronos' biggest advantages among our customers for many years.

Kronos for K12 offers a configurable pay rule engine that enables organizations to automate complex pay calculations – with minimal training and little to no vendor services required.

Kronos customers have full control to make configuration changes to their hosted solution. Customers control Global settings, security, rules configuration, cost center structure, display settings and much more. Individual users also have the ability to control their dashboards so they see only what is important to them.

### 3.1.6 Family Medical Leave Act

	Requirement	Y	N
1	The system must be able to determine an employee's FMLA eligibility.	Y	
2	The system must track FMLA used and FMLA available.	Y	
3	The system must be able to coordinate time off for FMLA with other types of time off so that employees can receive paid leave if needed for eligible FMLA events, or not receive paid leave as determined by employer-defined parameters.	Y	

4	The system should send notification to the employee about FMLA requirements.	Y	
5	The system must support all of the definitions of yearly calculations allowed by the Department of Labor.	Y	

**Describe completely how your solution addresses, and satisfies each of the requirements in Section 3.1.6**

Leave is managed similar to how any accrual would be managed. Accrual dates can be configured and automated. Specific pay codes can deduct from the available balances. Eligibility is based on length of employment. In this way the system automates the administration and tracking of FMLA and other paid and unpaid leave policies and helps organizations achieve compliance with required federal, state, and local mandates. Workforce Ready allows you to track the status of an employee on FMLA. Leave hours are then scheduled and tracked through the employee's timecard. A configurable look back rule checks to ensure an employee has worked the required 1,250 hours to qualify for leave.

**3.1.7 Approvals**

	Requirement	Y	N
1	The system should provide the ability for employees to approve their timesheets. This approval should be available within employee self-service and the data collection terminals.	Y	
2	System should allow for user defined text to accompany employee approvals for the purpose of attestation to timecard contents.	Y	
3	The system should provide the ability for Managers/Supervisors to view employee timesheets that require approval (both summary and detailed level).	Y	
4	The system should provide the ability for Managers/Supervisors to approve the employee's leave/attendance time.	Y	
5	The system should provide ability to define a set of comments used to annotate manual changes and other edits of employee records.	N	
6	Comments should be part of exception reporting capability within the solution.	Y	
7	Free form notes can be attached to any comment to provide more detail associated with the manual change.	Y	
8	The system should provide the ability for an employee to acknowledge their time card if a change has been made by their supervisor or payroll (i.e. added, edited, and deleted items).	Y	
9	The system should provide the ability for a Manager to submit modified time cards without the employee's acknowledgement.	Y	

10	The system should provide an electronic signature for employees to approve their timesheets.	Y	
11	The system should provide an electronic signature for managers to approve time cards for payroll processing.	Y	
12	The system should provide for a pay period lock function for use by payroll to prevent further timecard edits by supervisors or employees.	Y	

**Describe completely how your solution addresses, and satisfies each of the requirements in Section 3.1.7**

From their Time sheet (either mobile, web or the InTouch) managers review, edit, add notes and approve the employee time sheets through your configured workflows which can include multiple approvers, prior to releasing the information to their payroll department. Time sheets were designed to provide the user with valuable information about employee worked hours, scheduled shifts, worked shifts, and leave balances – all accessible from a view, along with the powerful rules engine, managers can effectively and easily approve time with confidence.

Any changes to records with the application are tracked in the audit trail report.

Leave requests or time off request from either the associate or the manager are routed through a configurable workflow and notifies the appropriate party (recipient) of the request. The recipient then processes the request as appropriate. If time off, the time is approved, it updates the time card and reduces the time off balance. If a leave of absence request, the leave admin processes the request and the system generates the appropriate documents to be sent to the associate and generates the follow-up notifications for the leave administrator.

Comments in free form text can be added to a timesheet.

**3.1.8 Time Card Edits**

	Requirement	Y	N
1	The system should provide the ability to adjust or correct time entries captured in the current period, but not yet paid.	Y	
2	The system should provide the ability to easily navigate from the error report to the time card to make edits.	Y	
3	The system should provide the ability to define default time entries for earnings, hours, holiday data, and labor distributions and the ability to override and make changes to this default information.	Y	
4	The system should provide a report that details prior period adjustments and corrections.	Y	
5	Allow manager edits for the current pay period but prevent manager edits of the previous pay period after the final previous pay period transmittal has been sent to payroll.	Y	

6	Recalculate all totals immediately after a value is changed.	Y	
7	All historical employee time and attendance information, including any adjustments, should be available online for audit or review purposes.	Y	
8	Allow historical time attendance edits by the payroll administrators.	Y	
9	Allow manager to make edits that impact a large group of employees.	Y	
10	Support pay or leave incentives based on user-defined conditions.	Y	
11	Support floating holidays and multiple work calendars.	Y	

**Describe completely how your solution addresses, and satisfies each of the requirements in Section 3.1.8**

One area of Workforce Ready for which you can create a profile (a convenient way to apply settings to user accounts that determine key aspects for the user) is Timesheet Auto-Population. This setting determines how holidays and/or schedules are auto-populated into timesheets. The schedule profile, applied to a user account, determines the user's work schedule. You can create any number of Schedule Daily Rules and permanent Work Schedules to reflect the different schedules used within your organization. You can also have the system auto-populate the user's timesheet with his or her work schedule (this is specified in the Employee Information Edit screen of the user's account).

In addition, an optional punch collection setting, Populate Full Work Date on First Punch, allows employees to punch in on a clock only once, and populate the timesheet with their scheduled hours, with X number of hours, or a set bulk number of hours. An additional optional setting can be selected within the system to Populate Scheduled Days Off. If this option is checked, the system should automatically populate timesheets with approved time-off requests.

There is a mass edit feature available to allow authorized users to make simultaneous changes to many or all employees. This is available for timesheet edits as well as employee information.

In addition, it's easy to correct timesheets and make historical edits. Workforce Ready removes the manual work associated with making timesheet changes and delivers a more seamless experience for employees, managers, and payroll administrators. Permissions can be configured regarding the ability to edit time entry fields such as Time and Time Off, including the ability to limit which fields a manager can edit on a timesheet. For example, if an employee forgot to record vacation time in a payroll that has already been paid out, the employee can go back in and use the correct option in a closed timesheet and resubmit for manager approval. Performing these historical edits protects the integrity of the original timecard data, as both the historical or original version and the newly edited timesheet can be seen. Edits to employee information can be made one or several employees at a time, or to all through mass edit capabilities within Workforce Ready.

There is a mass edit feature available to make simultaneous changes to many or all employees.

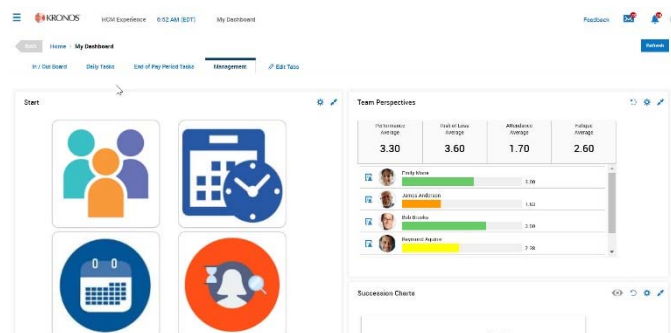
**3.1.9 Interactive Views and Navigation**

	Requirement	Y	N
1	The system should provide interactive exception and summary views for common tasks or processes with the capability to drill down on specific employee's records.	Y	
2	The system should provide the ability to perform actions on employee data within the interactive views, such as edits to timecards and schedules, based on security level of requestor.	Y	
3	The system should provide the ability for the user to configure the interactive views with user-defined columns.	Y	
4	The system should provide flexible sort capability within the interactive views.	Y	
5	The system should provide the ability to multi-select employees within the interactive view and perform group edits.	Y	
6	The system should provide the ability to configure interactive views for manager and assign a default view based on manager role.	Y	

**Describe completely how your solution addresses, and satisfies each of the requirements in Section 3.1.9**

The Kronos for K12 solution user interface provides user configurable dashboards. These dashboards are typically configured to reflect the employees role within the business and present them with functionality & data that is relevant to their role. Where appropriate, drill down capability is available. The platform is designed to 'push' information out to users, rather than them having to hunt for it. Dashboards are configured using further configurable 'widgets'. Data columns within widgets is also definable by you & widgets also usually feature buttons to allow drill down to various areas of the platform.

Here is a sample Manager dashboard:



Every user will have dashboards that display the pertinent information based on that security profile and access. If given the security, users can design their own dashboard or it can be designed for them during implementation.

[WFR and analytic li Datasheet.pdf](#)

**3.1.10 Scheduling**

	Requirement	Y	N
1	The system should have the ability to schedule employees with variable work schedules down to the quarter hour.	Y	
2	The system should allow employees to see schedules online or at building terminals.	Y	
3	The system should allow for the scheduling of employees for specific activities or projects.	Y	
4	The system should send out an automatic email notification if a change has been made that impacts the employee's work schedule within the next 72 hours.	Y	
5	The system should allow managers or administrators the ability to add or change an entire work group's schedule online and make the changes visible in real time.	Y	
6	The system should be able to assign work locations as well as work schedules that may be variable and change frequently.	Y	
7	The system should permit employees to request time off and provide a vehicle to notify employees of time off decisions.	Y	

**Describe completely how your solution addresses, and satisfies each of the requirements in Section 3.1.10**

In Workforce Ready Timekeeper, basic scheduling can be created. Schedule Profiles are applied to a user account to determine the user's work schedule. You can create any number of Schedule Daily Rules and permanent Work Schedules to reflect the different schedules used within your organization. You can also have the system auto populate the employee's timecard with their work schedule. Schedules can be easily edited by managers individually or in a mass edit fashion.

Workforce Ready provides flexible, easy-to-use scheduling that includes:

- Define your own shifts and schedules
- Schedule groups or individuals
- Rapidly make schedule changes
- View employee preferences
- Give employees view access
- Tailor scheduling views
- Shifts can be defined as:
  - Free Flow – no set time...just total hours
  - Fixed – specific times of day
  - Floating – window of time to work hours



- Flexitime – window of start and end

Some additional features include:

- Defining meal breaks
- Shift can be assigned to a cost center.
- Define work schedules that can be repeated week after week.
- Work with Groups – add, replace and remove schedules for individual employees or groups.

In the Workforce Ready Time Keeping module, organizations can only have two assigned shifts per day. However, with the add-on Workforce Scheduler module, as many user-defined shifts as needed per day are allowed.

### 3.1.11 Miscellaneous and Reporting

	Requirement	Y	N
1	The system should support changes in government regulations which occur over time.	Y	
2	The system should be compatible with Microsoft Outlook and common web browsers.	Y	
3	The system should provide email notifications when time cards are due, need review, or are approved. The system should send reminders if time card tasks are not performed in a timely manner.	Y	
4	The system should track absences, tardies, or leaves for review by managers.	Y	
5	The system should include an Analytics Module to show Employee Workforce trends (Absences, Perfect Attendance, etc.) metrics and connection to Improving Student Test Scores. The system should be able to produce reports on attendance, absences, tardies, or leaves by employee group, pay code, or work location. Reports should be able to be exported in multiple formats such as Word, Excel, or PDF. The system should provide a bank of popular or saved searches.	Y	
6	The system should allow managers to assign task codes to employees to ease time entry and ensure time is charged to the correct tasks (i.e. attending a training session).	Y	
7	The system should allow searches on multiple criteria such as type of leave, task code, work group, location, or FML.	Y	
8	The system should allow the importation of data from external sources.	Y	

9	The system should be able to support employees working in multiple jobs or departments during the course of a pay cycle.	Y	
10	The system should provide a mechanism to automatically update employee's work location, title, assigned job, or rate of pay when changes are made to the HR system.	Y	
11	The system should be able to produce exceptions reports, work comp reports, FML reports, overtime reports, and unpaid leave reports. Reports should be able to be exported into multiple formats and separated by date range, employee work group, location pay code, or status.	Y	
12	The system should provide a test environment prior to "going live."	Y	
13	The system should be able to support single sign-on capabilities and interface with the district's password and username scheme via LDAP/LDAPS.	Y	
14	The system should allow system administrators the ability to override system policies.	Y	
15	The system should support basic word processing features such as spell check, word-wrap, copy, cut, and paste.	N	
16	The system should provide an On-Premise Report to show list of all employees in case of emergency, weather event, etc.	Y	
17	The system must support both wired and wireless network connectivity. Wired connections must support a minimum of 100Mbps.	Y	

**Describe completely how your solution addresses, and satisfies each of the requirements in Section 3.1.11**

Workforce Ready provides both Standard and Ad-hoc Reporting. Every standard report can be modified using the built-in, ad-hoc reporting tools. Managers can create customized reports then save the report allowing easy access to the report at a later date. Charts and graphs can be added to any of these reports and then included in a dashboard view. Every Report can be modified with easy-to-use, built-in reporting tools. Users can modify any report to reflect the data they need. Custom Columns and Expressions can be built when a specific calculation needs to be accomplished.

Reports can be filtered by employees or by column. Users can run reports for any time period and may select from a wide range of predefined selections, such as "Today", "Last Week" or "Year-to-date". In fact, there are approximately 40 predefined selections. Users can enter any range of dates, or any date expression, such as "90 days before today". Reports can be sorted by any column displayed. They can be grouped by column. Leveraging reporting Tools, users can reorder columns, add or drop columns, even remove all columns and start from scratch. Reports can be exported to a variety of different file formats: CSV, Excel, PDF, HTML, XML, and Text.

Reports can be both automatically ran and e-mailed to users, groups of users, etc. and/or pulled manually.

We also partner with Analytic.li to provide more extensive analytics reporting/data. This is an option we can explore if you want to import SIS information and do additional analysis.

Workforce Ready end-users authenticate using a unique password. Kronos uses industry-standard, modern hashing algorithms to secure these passwords and they are never stored in clear text.

Your end-users may gain access to Workforce Ready via Single Sign-On (SSO). To implement Security Assertion Markup Language (SAML) 2.0, Workforce Ready requires an X.509 certificate, which may be self-signed. You will also need to provide the entity ID of your Identity Provider, such as ADFS 2.0, and a login redirect URL. Once a user is logged in via SSO, a multi-faceted security profile controls the role-based functional and data access rights of supervisors and employees.

[WFR\\_Sample\\_Reports\\_no\\_buttons\\_CV0580\\_USv2.pdf](#)

,  
[WFR\\_Sample\\_Reports.pdf](#)

### 3.1.12 Professional Services

	Requirement	Y	N
1	The selected vendor shall provide project management services to ensure the project is completed in a professional manner, software installation is installed on time and on schedule, and data conversion is completed, accurate, and installed on time and on schedule.	Y	
2	The selected vendor should provide consulting services that include but are not limited to data conversion planning, system interface design, new system design, and new system testing, and new system development.	Y	
3	The vendor shall offer and include with its response, an annual support agreement with details on the scope of the support provided.	Y	
4	The vendor shall provide details on the frequency and method of upgrades, patches, or new releases to the software.	Y	
5	The vendor shall provide professional training for the system that includes hands-on practice, training materials, user manuals, webinars, newsletters, user conferences, and online help features. The vendor shall provide information on the training materials and support available for users at multiple levels, with differing levels of experience.	Y	

**Describe completely how your solution addresses, and satisfies each of the requirements in Section 3.1.12**

*Kronos Implementation Methodology*

After signing with Kronos you will move from our Sales to our Service Department through a series of internal knowledge transfer calls between our Service and Sales departments. The meetings are geared towards bringing our Service team up to speed on your account and prevent us from having to ask you the same questions in the Service engagement that we did during the Sales engagement. A Kronos Project Manager and Implementation Consultant (may be multiple Consultants depending on the product mix purchased) are assigned to your account and the implementation process begins. Kronos uses a proven five-phase approach to our implementations.

The first phase is a Planning phase which consists setting the stage and expectations for the upcoming implementation. It is during this time that the initial project timeline will be established.

*High-level goals of the Planning phase:*

- Introduce the members of both Kronos and Customer Project Teams
- Provide access to your training sandbox
- Review and set the correct expectations of the project
- Complete checklist items for gathering your required documents
- Provide an overview of the implementation process

The second phase is the Assessment phase. During this phase you and your Kronos Implementation Consultant will work together to document your pay policies. It is crucial that you attend all meetings complete any documentation required.

*High-level goals of the Assessment phase are:*

- Review and document business policies
- Review and document interface specifications
- Identify and mitigate potential risks
- Establish tentative project plan and Go Live date
- Sign-off on discovery documents

The third phase is the Solution Build phase. During this phase your Implementation Consultant will configure your system based on the information provided during the Assessment phase. Your Consultant(s) will conduct most of the configuration during this phase. However, you should be available to answer questions and attend meetings during this phase if your Consultant has any questions. During this time your team will be required to attend Instructor-Led Administrator training on specific functions of the Workforce Ready solution.

*High-level goals of the Solution Build phase are:*

- Configure the Workforce Ready system with the information gathered during the Assessment phase
- Complete Instructor-Led Administrator training
- Unit testing of the system
- User Adoption and Change Management strategy
- Certify the solution

The fourth phase is the Testing and Training phase. Testing is a critical step to achieving a successful implementation. Your Implementation Consultant will unit test your system based on the information gathered during the Assessment phase. However, it is your responsibility to complete additional testing to ensure that the documented policies and automation are working as expected.

*High level goals of the Testing and Training phase are as follows:*

- Conduct training for administrators and managers
- Client testing of the system
- Clock training and biometric enrollment (if applicable)
- System cutover planning

The final phase is the Go Live phase. During the Go Live phase you will start using Workforce Ready to capture time for your upcoming payroll. The project team will stay engaged for two additional pay periods once you are live on the solution.

*High-level goals of the Go Live phase are:*

- Ensure clocks are online and collecting data
- Ensure employees and managers are using Workforce Ready
- Finalize remaining training for employees and managers
- Process a live payroll

After completing all five phases and a successful payroll run we will conduct a transition call from our Service department to our Support department to help transition your account from Service to Support department.

Additional details regarding professional services and the Kronos implementation approach can be found in Attachment 1, Customer Implementation Guide.

### **Customer Satisfaction**

Presented by the Customer Relationship Management Institute LLC1 (CRMI), the award is presented to organizations that far exceed customer expectations in areas such as technical support, customer service, account management, and professional services. Organizations that participate in the NorthFace ScoreBoard Award are rated solely by their own customers for performance during the preceding calendar year. Kronos is one of just two organizations internationally to be recognized for 18 consecutive years.

Kronos customers rated Kronos Global Support 94 percent or higher in multiple categories, including:

- Overall professionalism: 99 percent
- Customer education: 99 percent
- Understanding customer problems: 98 percent
- Equipment support: 98 percent
- Providing effective solutions: 98 percent
- Support responsiveness: 97 percent
- Post-implementation experience: 94 percent
- Overall Kronos experience: 94 percent

Kronos uses a differentiated Knowledge-Centered Support (KCS) model, which processes support cases faster and with a higher level of expertise while also allowing support engineers to spend more time with customers. The average tenure of Kronos Global Support representatives more than doubles the industry average for business and technical service support representatives.

To complement exceptional services delivered by the Kronos Global Support team, the [Kronos Community](#) also provides a thriving online customer community with tools and resources to maximize their Kronos solution and tap into educational resources, remote customer support, case management, and groups to share best practices and network with peers.

This is the 18th consecutive year Kronos has received the NorthFace ScoreBoard Award, making it one of just two organizations to receive the award each year since it was introduced in 2000. After signing with Kronos you will move from our Sales to our Service Department through a series of internal knowledge transfer calls between our Service and Sales departments. The meetings are geared towards bringing our Service team up to speed on your account and prevent us from having to ask you the same questions in the Service engagement that we did during the Sales engagement. A Kronos Project Manager and Implementation Consultant (may be multiple Consultants depending on the product mix purchased) are assigned to your account and the implementation process begins. Kronos uses a proven five-phase approach to our implementations.

4.3 Number of installation and maintenance personnel in local service center:

Same as 4.5.

4.4 Number of installation personnel trained on the systems proposed:

Same as 4.5.

4.5 Number of maintenance/support personnel trained on the systems proposed:

The Global Support staff consists of approximately 300 experienced service professionals that resolve 10,000 customer issues per month.

(If the same personnel conduct maintenance, installation and add/moves, fill in only one of the responses above and mark “same” for the subsequent responses.)

4.6 How large an area does your maintenance/support force cover?

Kronos Global Support covers the U.S., Canada and Mexico.

4.7 Describe the organization of the department. An attached organization chart will suffice.

The Global Support staff consists of approximately 300 experienced service professionals that resolve 10,000 customer issues per month. The group is organized according to area of expertise and many of these support specialists are certified database and network experts. The Kronos Global Support organization is comprised of Support Engineers, Senior Support Specialists, Network Specialists, and DBAs who team to provide the highest level of support that the industry has to offer. Kronos continues to cross-train staff as needed to insure proper depth of knowledge in all product areas. In addition to our Help Desk support, Kronos employs hundreds of service consultants at the local level to support both software and data collection deployments.

4.8 Do you plan to subcontract any portion or all the System installation? If so, who would perform the work? Explain if all or partially subcontracted:

Kronos proposes to use The WFC Group for implementation services

- 4.9 Name, address, and tax ID of Subcontractor and specify the work to be performed:

The WFC Group

323 E. Wacker Drive, #249

Chiago, IL 60601

[www.thewfcgroup.com](http://www.thewfcgroup.com)



## 5.0 Qualifications

### (a) General history and experience

At Kronos, we believe that great businesses are powered by great people. That's why our solutions are purpose-built for your industry and all your employees. Below is a summary of our experience in Government:

Kronos has over 40 years experience working with public sector and education entities as well as, a dedicated sales, presales, services and support staff for public sector and education. Kronos' track record includes over 2,500 public sector customers and our public safety scheduling application manages employees in well over 800 public safety organizations.

Kronos addresses the needs of its public sector customers in many ways. We recognize the scrutiny government agencies are under to keep costs low, remain transparent and accountable, and continue a high-level of service to the public. Kronos enables public sector entities to control labor costs, minimize compliance risks, and improve workforce productivity.

Kronos is used in over 2,600 public sector organizations and we are installed in 34 states in various departments. Over 1.6M users use the Kronos system in state and local governments. Some notable customers include:

- City of Houston
- City and County of Denver
- City of Chicago Fire Department
- County of Dodge
- State of West Virginia
- State of Alabama

### (b) Financial strength

Kronos is very proud of our long track record of financial performance and is well positioned financially to continue to invest in our products to better service our customers. Kronos is the first vendor in the workforce management market to surpass \$1 billion in annual revenue. There are more than 24,000 Customers in the Kronos Cloud as the company celebrated its 40th year in Business; Global Workforce Management Success, Record Human Capital Management Growth Push Kronos over \$1.3 Billion.

Kronos can provide its financial statements with a signed Non-Disclosure Agreement.

### (c) Recent comparable contracts

See Response Form for reference projects.

### (d) Previous Experience

At Kronos, we believe that great businesses are powered by great people. That's why our solutions are purpose-built for your industry and all your employees. Below is a summary of our experience in K-12:

Every employee plays a role in student achievement. Kronos provides school districts with the tools they need to effectively manage their workforce. With a team dedicated to the K-12 market, our customer's experience a sense of partnership and collaboration when planning and budgeting their labor for the future.

Kronos is used in over 350 school districts, both private and public, ranging from jumbo to small. Some notable customers include:

- Katy Independent School District
- Tacoma Public Schools
- Jefferson County Public Schools



- Broward County Public Schools

#### (e) Industry Standards and Best Practices

Kronos has a clear understanding of industry standards and best practices based on more than 40 years of experience in providing workforce management solutions to more than 2500 public agencies throughout the U.S..

#### (f) License to do business

Kronos is licensed to conduct business in the State of South Carolina.

**South Carolina State Procurement**  
KRONOS INC (SC Vendor Number 7000049427)

Company	Contact	Emergency	Commodities	Contracts	Related
<b>Company Identification...</b> Vendor Number: 7000049427 Name: KRONOS INC Minority Status: Company Phone: (864) 967-9960 Company Fax: (866) 935-1163					
<b>Company Address...</b> Outside of U.S.? No Street Address: 297 BILLERICA RD City: CHELMSFORD State: Massachusetts Zip Code: 01824 PO Box: 845748 PO Box Zip: 02284-5748					

#### (g) Local statutes and laws

Kronos is in general agreement with the requirements to have knowledge of and comply with all current applicable, and as they become enacted during the contract term, federal state, and local laws, statutes, ordinances, rules and regulations. All laws of the State of South Carolina, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the District shall be followed with respect to the contract.

#### (h) Failed project and significant litigation

As a matter of practice, Kronos does not formally track this type of contract activity. Customer cancellation in any event is rare because of Kronos' excellent track record of successful implementation. In addition, Kronos maintains very high levels of customer satisfaction as verified in independent industry surveys.

Upon request, we would be happy to discuss our ongoing efforts to improve our products and processes based on the feedback (both positive and negative) that we receive from our customers.

Litigation:

#### **PROPRIETARY AND CONFIDENTIAL – NOT TO BE DISCLOSED TO THIRD PARTIES**

Pursuant to your request, we will direct our response only to those matters that we recognize as significant claims. We consider ultimate liability of \$500,000 as a significant claim, and have disregarded (i) suits and claims for which Kronos has adequate insurance coverage (ii) routine accounts receivable and collection matters and counterclaims relative thereto and (iii) disputes with employees or former employees.

Below are the claims that fit the above reference criteria:

On February 27, 2013, the School Board of Hillsborough County, FL, filed a complaint against Kronos in the Hillsborough County Circuit Court, Tampa, Florida, alleging breach of contract with a claim for damages in excess of \$15,000. Hillsborough alleged that Kronos was liable as the successor in interest to a mid-implementation dispute arising under an agreement for a Stromberg solution which Kronos became obligated following the acquisition of certain assets from Paychex Time and Attendance, Inc. The matter was settled by the parties.

On December 14, 2016, the Manitoba Liquor and Lotteries Commission ("MLLC") filed a statement of claim against Kronos in the Queens Bench in Winnipeg, Canada, alleging breach of contract with a claim for damages



in excess of \$1,100,000 CDN. MLLC alleged that Kronos was liable under the Sales, Software License and Services Agreement executed by the parties with regard to the sale and implementation of certain software and equipment. The matter was settled by the parties.

Kronos was recently named in several lawsuits filed in the Cook County Circuit Court in Chicago, Illinois brought against certain customers of Kronos by their employees, asserting claims under the Illinois Biometric Information Privacy Act that such customers' use of timeclocks sold by Kronos with biometric technology have violated the Illinois statute based on, among other things, customers' failure to comply with notice and consent provisions in the law. Kronos was recently voluntarily dismissed without prejudice in one such suit and expects to be similarly dismissed in others and to vigorously contest any such suit if Kronos is not voluntarily dismissed.

**(i) References for similar projects**

See Response Form for reference projects.

**(j) Photo of Kronos InTouch terminals.**

The InTouch allows employees to punch in based on the system that works best for them and your organization. The InTouch is equipped with one of the following integrated or internal badge readers: - Integrated bar code badge reader - Integrated magnetic stripe card reader - Integrated HID or EM proximity card reader The InTouch supports the following input methods: - Bar code - Magnetic - Proximity - HID - Biometric – Touchscreen



**5.2 Subcontractor Identification**

Kronos plans to subcontract with The WFC Group for implementation services.

Address: 323 E. Wacker Drive, Chicago, IL 60601

[www.thewfcgroup.com](http://www.thewfcgroup.com)





## 9.0 Attachments to Solicitation

Kronos has completed and enclosed the Statement of Intent.



## Statement of Intent

We, the undersigned have prepared and submitted all the documents required for this project. We have prepared these documents with a full understanding of the Beaufort County School District's goal to ensure equal opportunities in the proposed work to be undertaken in performance of this project. Specifically, the BCSD seeks to encourage and promote on an inclusionary basis contracting opportunities without regard to the race, gender, national origin or ethnicity of the ownership or management of any business and that it is an equal opportunity employer and contracting entity. We certify that the representations contained in the Minority/Woman Business Enterprise (M/WBE) Utilization Report, which we have submitted with this solicitation, are true and correct as of this date. We commit to undertake this contract with the Minority/Woman Business Utilization Report we have submitted, and to comply with all non-discrimination provisions of the Minority/Woman Business Enterprise Program in the performance of this contract.



---

Signature

October 29, 2018

---

Date

Name: John O'Brien

Title: Chief Revenue Officer

Project: RFP #19-004, Time Clock System



## Attachment 1 – Customer Implementation Guide



## Kronos Workforce Ready Implementation Methodology and Customer Responsibilities for Full Suite Implementations

As you begin your Kronos Workforce Ready® (WFR) Implementation, you want to maximize your investment by getting up and running as quickly and efficiently as possible, with minimal disruption to your organization. A well-managed implementation — completed on time and within budget — gets you off to a strong start and lays the foundation for early success. But while process and software functionality are important elements of a successful implementation, our implementation goal is more broadly focused on the ability to reach full, effective user adoption.

Achieving this goal requires close collaboration between Kronos and your organization. It starts with a plan designed to ensure that the WFR Software-as-a-Service (SaaS) solution we deliver meets all your specified requirements. We'll work with you to build an implementation plan that:

- Takes advantage of our Time to Value (TtV) Deployment Model
- Reflects your organization size, industry, and specific business needs
- Outlines your contributions to project success, including executive sponsorship, project team responsibilities, and resource commitments
- Allows you to manage resource and timeline expectations within your organization
- Incorporates quality checkpoints to ensure your ongoing satisfaction and minimize the risk of missteps or schedule delays

### Our Commitment to Customer Satisfaction

At Kronos, our number one priority is to satisfy the needs of our customers. That's why throughout the project, we will regularly be assessing your level of satisfaction with the implementation process. Are your expectations being met? Are your goals being achieved? Do you feel that all phases of the process are progressing smoothly?

The project plan for your implementation will include specific goals and milestones. These milestones are defined throughout the project, enabling the project manager to review the scope and quality of the project prior to progressing to the next phase of the project. At each milestone, we'll formally ask for your feedback to assess progress.

### Time to Value Deployment

In today's challenging business environment, you need to get the most from every available resource, including your employees, to stay competitive and fuel growth. After all, the workforce is your most valuable — and likely your most expensive — asset. This is why the Kronos team has developed a quick Time to Value implementation for your Workforce Ready full suite solution.

To realize the value of your investment fast, you want to begin using your SaaS solution quickly. Our Time to Value (TtV) Deployment is designed to achieve a fast "time to value" by quickly deploying your core module functionality to establish your system's foundation and then adding modules and/or functionality over time in short, agile deployments aligned with your priorities, schedule, and resources.

By implementing your core modules first and fast, you begin to benefit from your investment sooner than a legacy implementation; and then compound that value over time as you add modules and/or functionality. The key benefits to our Accelerated Time to Value deployment are:

- You realize value fast from the core functionality of your solution
- You control the addition of modules and/or functionality over time to best meet the needs of your organization and allows your staff to ease into the additional modules enhancing your company's overall experience.



## TtV Deployment Model

*Rapid SaaS deployment — it starts with the core foundation*

It starts immediately after you sign with Kronos where a Welcome Coordinator will greet you, introduce you to the Services team and set the right expectations for a successful implementation.



## Timeline for Workforce Ready Full Suite Implementations

	Plan	Assess	Solution Build	Test & Certify	Deploy & Support	Value Added Modules
	Weeks 1–2	Weeks 3–5	Weeks 6–8	Weeks 9–13	Weeks 14–16	Weeks 17+
CUSTOMER	<ul style="list-style-type: none"> <li>Attend welcome program</li> <li>Attend required meetings</li> <li>Communicate goals and success criteria</li> <li>Attend discovery training</li> <li>Standardize policies</li> <li>Complete assessment deliverables</li> </ul>	<ul style="list-style-type: none"> <li>Complete discovery documents</li> <li>Extract data from legacy systems and provide data imports</li> <li>Attend training</li> <li>Attend assessment meetings</li> <li>Assist with finalizing project plan</li> <li>Develop test cases</li> <li><b>Review and sign-off solution design</b></li> </ul>	<ul style="list-style-type: none"> <li>Prepare for testing</li> <li>Training</li> <li>Provide data imports</li> <li>Configure and mount time clocks</li> <li>Attend administrative training</li> </ul>	<ul style="list-style-type: none"> <li>Conduct user acceptance testing</li> <li>Document testing outcomes</li> <li>Communicate testing issues</li> <li>Retest configuration changes</li> <li>Prepare for system cutover</li> <li>Roll out end user training</li> <li><b>Solution acceptance sign-off</b></li> </ul>	<ul style="list-style-type: none"> <li><b>Go live</b></li> <li>Process 1st payroll</li> <li>Process 2nd payroll</li> <li><b>Production live sign-off and acceptance</b></li> <li>Transition to global support</li> <li>Project close</li> </ul>	<ul style="list-style-type: none"> <li>Based on modules purchased additional discovery documents, assessment meetings, training, testing, validation and deployments may be needed</li> </ul>
KRONOS	<ul style="list-style-type: none"> <li>Sales-to-service transition</li> <li>Project team kick-off and introduction</li> <li>Project planning and resource scheduling</li> </ul>	<ul style="list-style-type: none"> <li>Assessment workshops</li> <li>Solution design</li> <li>Testing requirements workshop</li> <li>Facilitate solution design acceptance review</li> <li>Finalize project plan</li> <li>Train testing team</li> <li><b>Review and sign-off solution design</b></li> </ul>	<ul style="list-style-type: none"> <li>Configuration/building solution</li> <li>Unit test solution</li> <li>Facilitate testing preparation meeting</li> <li>Complete data imports</li> </ul>	<ul style="list-style-type: none"> <li>Support customer testing</li> <li>Investigate and resolve identified issues</li> <li>Prepare for deploy and support</li> <li><b>Solution acceptance sign-off</b></li> </ul>	<ul style="list-style-type: none"> <li><b>Go live</b></li> <li>1st payroll — support</li> <li>2nd payroll — support</li> <li><b>Production live sign-off and acceptance</b></li> <li>Transition to global support</li> <li>Project close</li> </ul>	<ul style="list-style-type: none"> <li>Based on modules purchased additional discovery documents, assessment meetings, training, testing, validation and deployments may be needed</li> </ul>

## Keys to a Successful Implementation

Kronos experience shows that the following are key factors to a successful implementation and a quicker return on investment.

<p><b>Collaboration</b></p> <p>A successful implementation starts with strong collaboration between Kronos and your company. At Kronos we believe a solid relationship allows the project teams to be fully engaged, understand the goals and success criteria, project timelines and keeps an open line of communication between the project teams during the entire length of the implementation. We believe open communication and the spirit of collaborations leads to a successful implementation and faster time to value.</p>	<p><b>Commitment</b></p> <p>While Kronos Services professionals bring deep industry expertise to your implementation, they rely on your project team to gather business policy and data integration information as well as attend training and status meetings and provide critical input during the course of the implementation. The contributions of your in-house resources are critical to help ensure that your system is configured, tested and implemented effectively so it starts delivering value right out of the gate.</p>
<p><b>Project Team Staffing</b></p> <p>Project staffing is also an important factor in achieving a successful implementation. Project staffing must be established and agreed to early in the project. When staffing your team you should choose a team that has experience, availability and will be able to answer questions around your business policies. Payroll and Human Resource employees are typically chosen due to their knowledge around time and labor and payroll policies.</p>	<p><b>Executive Sponsor</b></p> <p>Having an established executive sponsor who will oversee and ultimately be responsible for the success of your implementation is a critical success factor. While the executive sponsor will not be required to participate in all status meetings, he or she will be encouraged to join critical milestone calls and attend important phase review calls, and will also be a point of escalation for Kronos senior management.</p>

## Roles and Responsibilities

Based on Kronos implementation experience, the roles and responsibilities included in this document are critical to a successful implementation of Workforce Ready for your organization. Please note that some roles will cross over to others. For example, some of your subject matter experts may also act on behalf of your training or technical leads.

The chart below summarizes the resources required for a successful project team.

Role	Responsibility
<b>Executive Sponsor</b>	<ul style="list-style-type: none"> <li>Assists in forming the project team and acts as a mentor to the project team; functions as the champion, removing obstacles and generating support among all stakeholders to maintain the timeline and success of the project</li> <li>Supports the standardization of policies, and ensures all sites are taken into consideration</li> <li>Commits time to be engaged prior to starting the project, and remains committed during the full lifecycle of the implementation, including phase reviews and milestone sign-offs</li> <li>Attends all scheduled status meetings</li> </ul>

Role	Responsibility
<b>Project Manager</b>	<ul style="list-style-type: none"> <li>• Makes sure business procedures are documented and users are trained</li> <li>• Assists in the development of a detailed project schedule</li> <li>• Communicates issues to the customer's management, and ensures resolution</li> <li>• Ensures that the appropriate project team members and key decision-makers are identified and available to fulfill their project responsibilities; identifies and secures access to additional customer and user staff as needed to support specific areas of expertise not represented by the project team</li> <li>• Completes all Discovery documents (with input from subject matter experts as appropriate)</li> <li>• Makes adequate facilities and resources available for the implementation</li> <li>• Chairs regular project meetings to discuss project status, and informs customer staff of any urgent issues if and when they arise</li> <li>• Assists customer staff with information if and when required to perform certain implementation tasks</li> <li>• Provides project team with updates of other organization initiatives that could impact the implementation of the Kronos system</li> <li>• Reviews the schedule and related deliverables at milestones for time, quality, and accuracy, in order to ensure that progress is achieved</li> </ul>
<b>Payroll Subject Matter Expert</b>	<ul style="list-style-type: none"> <li>• Contributes knowledge of your time, attendance, union contracts, payroll practices, payroll policies, and reporting needs</li> <li>• Contributes heavily to the Assessment phase of your implementation</li> <li>• Attends all regularly scheduled status meetings as well as critical milestone and phase review meetings</li> </ul>
<b>HR Subject Matter Expert</b>	<ul style="list-style-type: none"> <li>• Contributes knowledge of your organizational structure; salary grades; job positions; benefits; union contracts; employee handbook; and human resource actual practices, documented policies, and reporting needs</li> <li>• Attends all regularly scheduled status meetings as well as critical milestone and phase review meetings</li> </ul>
<b>Technical Lead/Team</b>	<ul style="list-style-type: none"> <li>• Performs Kronos administration, and coordinates technical deliverables such as the development of conversions and interfaces</li> <li>• Monitors and reports on project technical status; resolves and/or escalates technical project issues</li> <li>• Defines and sets up applications relating to system administration</li> <li>• Participates in system and unit testing</li> <li>• Assists with extracting historical paycheck information from legacy systems for upload into Workforce Ready</li> <li>• Attends all regularly scheduled status meetings as well as critical milestone and phase review meetings</li> </ul>
<b>Training Lead</b>	<ul style="list-style-type: none"> <li>• Defines/creates user procedures to successfully roll out the system to end-users</li> <li>• Attends all training to become familiar with the Workforce Ready system</li> <li>• Attends all regularly scheduled status meetings as well as critical milestone and phase review meetings</li> </ul>

## Time Commitment

Project staffing and commitment are critical factors in achieving a successful implementation. Project staffing and commitment must be established and agreed to early in the project. During this implementation the customer's project team will be required to commit time and resources. Customer planning, training, and testing are part of a successful implementation, and time should be allocated to each of these areas. Commitment from upper management is also crucial to the success of any project. Kronos assumes a high-level executive sponsor will be assigned and will remain engaged during the full lifecycle of the implementation.

Total commitment from your team is estimated at approximately 300 hours and is broken down in the timeline below.

	Plan	Assess	Solution Build	Test & Certify	Deploy & Support	Value Added Modules
	Weeks 1–2	Weeks 3–5	Weeks 6–8	Weeks 9–13	Weeks 14–16	
	<ul style="list-style-type: none"> <li>Attend welcome program</li> <li>Attend required meetings</li> <li>Communicate goals and success criteria</li> <li>Attend discovery training</li> <li>Standardize policies</li> <li>Complete assessment deliverables</li> </ul>	<ul style="list-style-type: none"> <li>Complete discovery documents</li> <li>Extract data from legacy systems and provide data imports</li> <li>Attend training</li> <li>Attend assessment meetings</li> <li>Assist with finalizing project plan</li> <li>Develop test cases</li> <li><b>Review and sign-off solution design</b></li> </ul>	<ul style="list-style-type: none"> <li>Prepare for testing</li> <li>Training</li> <li>Provide data imports</li> <li>Configure and mount time clocks</li> <li>Attend administrative training</li> </ul>	<ul style="list-style-type: none"> <li>Conduct user acceptance testing</li> <li>Document testing outcomes</li> <li>Communicate testing issues</li> <li>Retest configuration changes</li> <li>Prepare for system cutover</li> <li>Rollout end user training</li> <li><b>Solution acceptance sign-off</b></li> </ul>	<ul style="list-style-type: none"> <li>Go live</li> <li>Process 1st payroll</li> <li>Process 2nd payroll</li> <li><b>Production live sign-off and acceptance</b></li> <li>Transition to global support</li> <li>Project close</li> </ul>	<ul style="list-style-type: none"> <li>Based on modules purchased additional discovery documents, assessment meetings, training, testing, validation and deployments may be needed</li> </ul>
<b>Customer time commitment</b>						
<b>Executive Sponsor</b>	2 hours	1 hour	1 hour	1 hour	1 hour	Varies
<b>Project Manager</b>	10 hours	15 hours	20 hours	15 hours	5 hours	Varies
<b>Payroll Subject Matter Expert</b>	5 hours	20 hours	15 hours	30 hours	15 hours	Varies
<b>HR Subject Matter Expert</b>	5 hours	20 hours	15 hours	30 hours	10 hours	Varies
<b>Technical Lead/Team</b>	1 hour	10 hours	15 hours	10 hours	1 hour	Varies
<b>Training Lead</b>	1 hour	4 hours	9 hours	9 hours	8 hours	Varies
<b>Total Hours</b>	24 hours	70 hours	75 hours	95 hours	40 hours	TBD

\*The number of required hours will vary significantly based on the quality of data provided by the customer.



## Attachment 2 – Workforce Ready Sales Agreement



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

Customer and Kronos SaaS, Inc. agree that the terms and conditions set forth below shall apply to the Kronos supply of the commercially available version of the Workforce Ready® SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on 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.

BY MANUALLY OR ELECTRONICALLY EXECUTING AN INITIAL ORDER FORM REFERENCING THESE TERMS AND CONDITIONS OR TO WHICH THESE TERMS ARE ATTACHED, CUSTOMER AGREES TO THESE TERMS AND CONDITIONS FOR ALL ORDER FORMS. THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO CONTRACTUALLY BIND CUSTOMER. THESE TERMS AND CONDITIONS AND THE ORDER FORM(S) (AND ANY ATTACHMENTS THERETO) TOGETHER FORM A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN CUSTOMER AND KRONOS.

### **1. DEFINITIONS**

**"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 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. 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.

**"Confidential Information"** means any non-public information of a party or its Suppliers relating to such entity'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 and confidential to the disclosing party or its Suppliers.

**"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.

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

**"Equipment"** means the Kronos equipment purchased or rented by Customer under this Agreement.

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

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

**"Order Form"** means an order form mutually agreed upon by 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) 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 (ii) the Equipment rented hereunder, if any.

**"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.

### **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** Either party may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than 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 15 days after receipt of written notice.

Notwithstanding the foregoing, Kronos may suspend the Services immediately upon notice in the event of any Customer breach of Sections 4 (Rights to Use), 5 (Acceptable Use), or 15 (Confidential Information).

**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 assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within 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 under this 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 pre-paid fees for services not delivered by Kronos;

(b) Customer's right to access and use the Applications shall be revoked and be 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 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 any or all Customer Content without liability.

### **3. FEES AND PAYMENT**

**3.1** Customer shall pay Kronos the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form or subject to Section 17.9 below. Billing will commence on the Billing Start Date with the Monthly Service Fees to be billed on the frequency set forth on the Order Form ("Billing Frequency"). Unless otherwise indicated on the Order Form, Kronos will bill Customer for all implementation services in advance. Purchased Equipment will be billed upon shipment of such Equipment. Customer authorizes Kronos to charge the debit card or credit card on file with Kronos in an amount equal to the Monthly Service Fees as all such fees become due under this Agreement. For all other payments and fees due under this Agreement, payment shall be due 30 days following date of invoice unless otherwise indicated on an Order Form. Except as expressly set forth in the Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable taxes relating to the goods and services provided by Kronos hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.

**3.2** The Setup Fees shall be invoiced upon execution of the Agreement and shall be due net 30 days following date of invoice. Customer acknowledges that setup fees may be charged to Customer by third parties for Add-on Features. Third party setup and monthly fees shall be set forth on an Order Form or subject to Section 17.9 below. Monthly Service fees shall be based on monthly periods that begin on the Billing Start Date. Monthly Service Fees shall include fees for Equipment rental, if any. Monthly Service Fees for Services added on or before the 15<sup>th</sup> day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15<sup>th</sup> day of a given month will begin to accrue as of the 1<sup>st</sup> day of the following month and will be charged for each monthly period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were accrued. Kronos will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; (c) per transaction basis (e.g.: pay statement); or, (d) per access point. For purposes of the Agreement, an employee shall be deemed an Active Employee

during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Customer as having an “Active” status during the period.

**3.3** Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 2.3 above, in consideration of Kronos’ delivery of the Services on a variable fee basis, Customer agrees to pay Kronos each month during the Term in which charges accrue no less than the minimum monthly fees (“Minimum Monthly Fees”) which shall be calculated by Kronos based the amounts identified on all Order Forms for Customer’s Usage of the Services, plus Equipment rental fees, if any. In the event that Customer does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Customer shall remain responsible for paying the Minimum Monthly Fees for that month. If an Order Form or the Agreement is suspended by Kronos for non-payment or otherwise terminated by Kronos for cause, Customer shall remain liable to pay the applicable Minimum Monthly Fees up to and including the last day of the month in which the effective date of termination occurs.

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

**3.5** 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, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice.

#### **4. RIGHTS TO USE**

**4.1** Subject to the terms and conditions of the Agreement, Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation and training materials; and, b) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Kronos 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 acknowledges and agrees that the right to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Customer. Customer agrees to use only the modules and/or features described on the Order Form. Customer agrees not to use any other modules or features unless Customer has licensed such additional modules or features. Customer may not relicense or sublicense the Services, or otherwise permit use of the Services (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 Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos’ licensors or Suppliers, is granted hereunder. When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations.

**4.2** 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 Kronos who provides workforce management services.

**4.3** Customer acknowledges and agrees that, as between Customer and Kronos, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or any associated intellectual property rights in any of the foregoing. 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.



**4.4** Kronos will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers as part of the Services. Customer agrees to receive those updates automatically as part of the Services. Kronos also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order Form or in accordance with Section 17.9 below.

**4.5** Kronos reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Customer's continued use of the Services after Kronos posts or otherwise notifies Customer of any changes indicates Customer's agreement to those changes.

## **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. Kronos is hereby (i) granted access to such Customer data to perform its obligations under the Agreement and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage.

## **7. IMPLEMENTATION AND SUPPORT**

**7.1 Implementation.** Kronos will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained 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. Kronos and Customer's implementation responsibilities are described more specifically in the Services Implementation Guideline set forth at: <http://www.kronos.com/products/workforce-ready/implementation-guidelines.aspx>

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

**7.3 Equipment Support.** If Equipment is rented in accordance with Section 9.1 below or if Equipment Support Services are purchased for Equipment purchased in accordance with Section 9.2 below, Kronos will provide the following Depot Exchange Support Services to Customer:

(a) 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.

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

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

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

**7.5 Technical Account Manager.** Customers 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 and/or 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.

## **8. 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. Notwithstanding the foregoing, Customer grants Kronos permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services Kronos offers to customers. In addition, Kronos may, but shall have no obligation to, monitor Customer Content from time to time to ensure compliance with the Agreement and applicable law.

## **9. 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.

**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 901 days year 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: (a) provide basic support for the Services at no additional charge, (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime in accordance with Kronos' standard maintenance windows, or (ii) any unavailability caused by circumstances beyond Kronos' reasonable control, including without limitation, acts of nature, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Kronos employees), internet service provider failures or delays, or denial of service attacks, and (c) provide Services in accordance with applicable laws and government regulations.

## **11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY**

**11.1** Kronos represents and warrants to Customer that the Services, 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. DATA SECURITY**

**12.1** As part of the Services, Kronos shall provide administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer data. 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.

**12.2** 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' Suppliers wherever located 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.

**12.3** 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 statutes, rules, or regulations 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.

## **13. INDEMNIFICATION**

**13.1** Kronos shall defend Customer and its respective directors, officers, and employees (collectively, the "**Customer Indemnified Parties**"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "**Claim**") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and 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 Claim by a court of applicable jurisdiction or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in 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 (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

**13.2** 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 Services 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 itself be 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 Suppliers, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's recovery 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 licensor.

**13.3** Customer shall defend Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos Indemnified Parties**") harmless, from and against any and all Claims alleging that: (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 furnished 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 slanderous 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. Customer will indemnify and hold harmless the Kronos 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 Customer's settlement of such a Claim.

**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 Claim 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 INJURIES 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 IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT 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 WORMS), 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 such 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 5 years after the return of such Confidential Information to the disclosing party or 5 years after the expiration or termination of the Agreement, whichever is later, as applicable.

**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 consultants, contractors, 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 commits, or threatens to commit, 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 reference to 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 Kronos' 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 Kronos 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 such 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 rights to use the Services without the prior written consent of Kronos 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; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers 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 (each a "Force Majeure Event").

**17.5** All notices given under the Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos 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 fax or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

**17.9** Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

**17.10** This Agreement and any information expressly 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 Kronos may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or 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 SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing the Agreement.

Customer
Dated:
By:
Name:
Title:

Kronos SaaShr, Inc.
Dated:
By:
Name:
Title: