

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

Manatee County, a political subdivision of the State of Florida (“Customer”) and Kronos SaaShr, Inc., a private corporation (“Kronos”) 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 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 infrastructure hosting such Applications.

ANY ORDER FORM EXECUTED BY KRONOS AND CUSTOMER EXECUTED SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT THAT INCORPORATES THIS AGREEMENT BY REFERENCE IS SUBJECT TO ITS TERMS. 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.

The parties agree that no rental Equipment is contemplated hereunder, and therefore this Agreement is limited to Equipment purchases only. Additionally, the Benefits Center is not contemplated hereunder.

### **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 begin to accrue 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**” shall have the meaning set forth in the Exhibit C “Addendum to Kronos Workforce Ready – Software as a Service Terms and Conditions” attached hereto and incorporated here within.

“**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. Such Documentation will be available for download by Customer within the customer community available at: <https://community.kronos.com>.

“**Educational Content**” has the meanings ascribed in Section 7.4.

“**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 sixty (60) days prior written notice.

**2.3** Customer may terminate for convenience by providing Kronos with ninety (90) days advance written notice of such termination, provided however such termination for convenience will not relieve Customer's obligation to pay Kronos all fees for the remainder of the then-current Term, less twenty-five percent (25%), and Customer shall pay all such fees prior to the effective date of termination;

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

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).

**2.5** 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 ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

**2.6** If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos within forty-five (45) 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;

(c) Customer shall return rented Equipment as provided in Section 9.1 below;

(d) 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

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

**2.6** Unless otherwise mutually agreed by the parties, 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 thirty (30) 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. Kronos will delete Customer Content after Customer's rights to access the Services and retrieve Customer Content have ended.

## **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. For all other undisputed payments and fees due under this Agreement, where any such dispute shall be in good faith, 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. Provided however, if Customer presents to Kronos a validly issued tax-exempt certificate, or other sufficient evidence of tax exemption, Customer shall not be liable for those taxes which Customer is exempt.

**3.2** Unless otherwise indicated on the Order Form, the Setup Fees shall be invoiced upon execution of the Agreement and shall be due net forty-five (45) days following date of invoice. 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 through the then-current Term.

**3.4** If any undisputed amount owing under this or any other agreement between the parties is thirty (30) days or more overdue (any payment dispute must be in good faith), Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (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%), provided that for each of the first two Renewal Terms Kronos will not increase the Monthly Service Fee rates by more than three percent (3%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice. For renewals based on the Annual in Advance Billing Frequency, Kronos will provide Customer with the renewal invoice prior to commencement of the Renewal Term and payment will be made by Customer in accordance with the payment terms agreed upon with Customer for the Initial Term.

#### **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.

**4.6** Intentionally omitted.

## **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>, a current copy of which is attached hereto as Exhibit A.

**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 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.** To the extent applicable, 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** Intentionally omitted.

**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 90 days from such delivery (unless otherwise required by law).

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

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

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

(b) Customer agrees to defend, hold harmless and indemnify Kronos, its employees, directors, parent, subsidiaries and authorized partners and subcontractors (collectively, “Kronos Indemnitees”) for any claims, damages, penalties or fines asserted or awarded against a Kronos Indemnitee arising out of or relating to Customer’s breach of any of the foregoing warranties in section 9.3(a) above. Upon receipt of notice of such a claim, Customer shall assume sole control of the defense and settlement of such claim; provided that (i) Kronos will be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim, on a monitoring and a non-controlling basis; (ii) Customer shall not settle any claim on any terms or in any manner that adversely affects the rights of Kronos without its prior written consent; and (iii) Kronos will provide reasonable cooperation and assistance at Customer’s sole cost and expense.

## **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. Upon written notice to Kronos, Customer may terminate the agreement, without penalty, in the event that Kronos fails to meet the application availability level of 99.75% for two (2) months during any rolling six (6) month period or the application availability falls below 90% in any single month.

## **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 AND PRIVACY**

**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.

12.4 Kronos will notify Customer in accordance with applicable laws upon becoming aware of an unauthorized access of Customer Content.

12.5 Customer agrees that Kronos may use sub-processors to fulfill its contractual obligations under the Agreement. The list of sub-processors that are engaged by Kronos to carry out processing activities on Customer Content on behalf of Customer can be found <https://www.kronos.com/products/workforce-ready/subprocessors>, a current copy of which is attached hereto as Exhibit B.

12.6 If Kronos receives a qualified opinion on their SSAE18 (or successor Audit Standards) on the Services and also on the Data Center then the Customer shall have the right to terminate the contract without penalty.

### 13. INDEMNIFICATION

13.1 Kronos shall indemnify, defend, save and hold harmless 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) Manatee County 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. The parties agree: 1) that no term or condition contained in the Agreement shall be construed or interpreted as a) a waiver of sovereign immunity of the County beyond the waiver and limitations provided in Section 768.28, F.S.; or b) the County shall only be obligated to indemnify Kronos in accordance with the provisions and limitations set forth in Section 768.28, Florida Statutes.



**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 PARTIES' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY THAT PARTY, 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 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.**

Terms and Conditions for Confidential Information are set forth in Section 5 of Exhibit C attached hereto.

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


17.7 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.

17.8 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.


17.9 The information found in any Exhibit (or at any URL referenced in this Agreement) may change over the Term. Any such change will be effective as of the start of the next Renewal Term after such change is announced or published by Kronos and the County is notified in writing of these changes. Any such changes to the Services shall not result in a material diminution in the Services.

17.10 No third party beneficiaries exist under this Agreement.

17.11 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.

Manatee County, a political subdivision of the State of Florida
Dated: 9/14/2021
By: 
Name: CHRIS Dinkley

For Procurement  
OFFICIAL

Kronos SaaS, Inc.
Dated: 8/18/2021   1:19 AM PDT
By:
Name: 

F68E1B72024D4D2...

Title: *Procurement Project  
Manager*

Title: Order Processing Analyst II

**Exhibit A:  
Kronos Workforce Ready Implementation Guidelines**

**Travel Expenses**

In the event that Customer requests Kronos to travel to Customer's location during the implementation, Customer agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, incurred by Kronos. Such expenses shall be subject to the then-current standard Kronos travel and expense policies, which Kronos will provide to Customer upon request. Kronos shall bill Customer for such travel expenses and payment thereof shall be due net forty-five (45) days from date of invoice.

Time and Labor	Kronos will configure and implement Workforce Ready Time and Labor module.	It is the responsibility of the customer to Complete the Time and Attendance templates.
Accruals	Kronos will configure and Implement the Workforce Ready Accruals module.	It is the responsibility of the customer to Complete the Time and Accruals templates.
Human Resources	Kronos will configure and implement Workforce Ready Human Resources module.	It is the responsibility of the customer to Complete the Human Resource templates.
Payroll	Kronos will configure and implement Workforce Ready Payroll module.	It is the responsibility of the customer to Complete the Payroll templates.
Clocks	Kronos will configure up to 3 clocks and train the customer's IT staff to replicate additional configurations	It is the responsibility of the customer to physically install/mount all clocks. It is the responsibility of the customer to configure/install additional clocks.
Network	Kronos will provide specifications on recommended network settings to allow communications between the hosted environment and the clocks.	It is the responsibility of the customer to configure their network to allow inbound and outbound communications to and from the clocks. Specific ports/firewall settings may need to be modified to allow communications.
Tax Filing	Kronos will assist with communication between the customer and the tax solution purchased. Kronos will confirm proper configuration of the payroll export for selected tax solution. It is the responsibility of the customer to provide Kronos with the necessary information to configure the required export.	It is the responsibility of the customer to provide Kronos with the necessary tax and wage history information. Kronos will configure and Implement Tax Filing services in coordination with Advance Payroll Services, when applicable.

Employee import	An employee import will be configured to pull employee based information into Workforce Ready.	It is the responsibility of the customer to provide a file in a Kronos approved format for the import.
Accrual import	An accrual import will be configured to pull accrual balances into Workforce Ready.	It is the responsibility of the customer to provide a file in a Kronos approved format for the import.
Payroll export	Kronos will provide a standard export file for Workforce Ready.	It is the responsibility of the customer to provide Kronos with the necessary import file specifications for their payroll software.
Training	Kronos will provide 1 administrative training session and up to 2 manager training sessions for each software product purchased.	

## Exhibit B: Sub-processors

This list is subject to change and will be updated accordingly. Not all Sub-processors listed below will be involved in all modules of the SaaS Services provided by Kronos under the Agreement.

Cloud Provider	Google Cloud Platform (GCP)	Google Inc. 1600 Amphitheatre Parkway Mountain View, CA 94043 USA	May include all Customer Data	Global delivery system
Integration / ETL	Dell Boomi	Boomi Inc. 801 Cassatt Road, Suite 120 Berwyn, PA 19312 USA	Portions of Customer Data	Global delivery system
Short Message Service (SMS) mobile network aggregator	Twilio	Twilio Inc. 375 Beale Street, Suite 300 San Francisco, CA 94105 USA	SMS phone number and message	Global delivery system
Advanced benefits administration solution	PlanSource	PlanSource Benefits Administration, Inc. 101 South Garland Avenue, Suite 203 Orlando, FL 32801 USA	Data entered into advanced benefits administration solution	Global delivery system
Managed Services Provider	GDT	General Datatech, LP 999 Metromedia Place Dallas, TX 75247 USA	May include all Customer Data	Global delivery system
Learning Management System (LMS)	Docebo	Docebo 600 N. Thomas Street, Suite A Athens, GA 30601 USA	Portions of Customer Data	Global delivery system

**Kronos Group Companies:**

**Kronos Incorporated** (if customer contracting with a Kronos affiliate outside the US)  
900 Chelmsford Street, Lowell MA 01851 United States of America.

**Kronos Solutions India Private Limited**  
B-5, 4th Floor, Tower 4, Okaya Towers, Sector 62, Noida 201301

## Exhibit C:

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

This Addendum is hereby incorporated into and made a part of the Kronos Workforce Ready – Software as a Service Terms and Conditions (“Terms and Conditions”) by and between Kronos SaaShr, Inc., a private corporation (“Kronos”) and Manatee County, a political subdivision of the State of Florida, 1112 Manatee Avenue West, Bradenton, Florida 34205, (“County”) (each a “party” and collectively the “parties”). The Terms and Conditions and the Addendum shall be collectively referred to as the “Agreement.”

1. CONFLICT. To the extent of any conflict between the Terms and Conditions and the Addendum, the provisions contained in the Addendum shall control.
2. NOTICE. All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government  
Human Resources Department  
Attn: Director  
1112 Manatee Avenue West  
Bradenton, FL 34205  
Phone: (941) 748-4501  
Email: kim.stroud@mymanatee.org

To KRONOS: Kronos SaaShr, Inc.  
3040 US-22 #200  
Branchburg, NJ 08876

3. GOVERNING LAW; DISPUTE RESOLUTION. The Agreement is governed by Florida law. Any dispute arising from or related to the Agreement will be resolved in accordance with the applicable portions of the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in the Agreement shall not be final until an amendment to the Agreement has been approved and executed by the County’s Purchasing Official, or his/her designee and Kronos. Kronos agrees it will exhaust all dispute resolution procedures for a dispute set forth in the Manatee County Purchasing Code prior to instituting any action in state or federal court or before any administrative agency or tribunal, except with regards to Kronos’s right to seek injunctive relief for the protection of intellectual property rights or breach of confidentiality under Section 5 below. The venue for any legal proceeding, if in state court, shall be exclusively in Manatee County, Florida, and if in federal court, shall be in the Middle District of Florida, Tampa Division.
4. PUBLIC RECORDS. Notwithstanding any other provision of the Agreement, the County will not be required to hold confidential any information or records required to be made available to the public pursuant to Chapter 119, Florida Statutes, provided that other than a disclosure pursuant to Chapter 119, Florida Statutes, County shall remain obligated protected Confidential Information as set forth in Section 5 herein. This provision shall survive the termination or expiration of the Agreement until such time that all Confidential Information has been returned, or destroyed and certified in writing as destroyed, by the parties.

Notwithstanding anything contained herein, the CONTRACTOR agrees that if it is acting as “Contractor” as defined in the Section 119.0701, F.S. under this Contract, CONTRACTOR will comply with the following. As provided under Section 119.0701, F.S., if the CONTRACTOR: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the pursuant to Section 119.0701,



Florida Statutes, to the extent Kronos is performing services on behalf of the County, Kronos shall:

- A. Keep and maintain public records that would ordinarily be required by the County to perform the Services.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if Kronos does not transfer the records to the County.
- D. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Kronos or keep and maintain public records required by the County to perform the Services. If Kronos transfers all public records to the County upon completion of the Agreement, Kronos shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Kronos keeps and maintains public records upon completion of the Agreement, Kronos shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**IF KRONOS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Phone: 941.742.5845**

**Email: [Debbie.Scaccianoce@mymanatee.org](mailto:Debbie.Scaccianoce@mymanatee.org)**

**Mail or hand delivery:**

**Attn: Records Manager**

**1112 Manatee Avenue West**

**Bradenton, FL 34205**

5. CONFIDENTIALITY.

- A. "Confidential Information" is hereby designated as "trade secrets" and is defined as the following:
  - i. Any information or data in the form of specifications, technical information or otherwise furnished to County under this Agreement;
  - ii. the business or technical information of Kronos, including but not limited to any information relating to Kronos's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how, as well as the Services, SaaS Applications, Educational Content, Equipment, and Documentation (as defined in the Terms and Conditions); and

- iii. any other information reasonably and appropriately designated in writing by Kronos as “trade secret” which, under the circumstances taken as a whole, would reasonably be deemed to be confidential under applicable law.
  - B. “Confidential Information” shall not include information that:
    - i. is in or enters the public domain without County's breach of the Agreement;
    - ii. County receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or
    - iii. County develops independently, which it can prove with clear and convincing written evidence.
  - C. County agrees, to the maximum extent allowable under Section, 812.081 Florida Statutes, to take all measures reasonably required to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures County uses to maintain the confidentiality of its own information of equal importance. County further agrees to only use Confidential Information disclosed in connection with this Agreement solely to exercise its rights and perform its obligations under the Agreement.
  - D. County agrees to inform its employees of their confidentiality obligations regarding the Licensed Program and any other Confidential Information of Kronos. County further agrees to ensure that contract employees (including temporary employees) of County agree to confidentiality obligations similar to those of this Agreement.
  - E. In the event of a third-party challenge to the Confidential Information, County shall provide prompt notice to Kronos, and Kronos shall provide the County with any evidence deemed necessary to successfully defend the legal challenge and establish that the Confidential Information meets the criteria set forth in Section 812.081(1)(c), Florida Statutes.
  - F. If a party commits, or threatens to commit, a breach of this Section 5, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.
- 6. **TAXES.** The County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51- 02-027548-53C). Therefore, Kronos is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect Kronos’s normal tax liability. Kronos shall be responsible for payment of federal, state, and local taxes which may be imposed upon Kronos under applicable law to the extent that Kronos is responsible for the payment of same under applicable law. Notwithstanding the foregoing, Customer shall provide to Kronos a validly issued tax-exempt certificate, or other sufficient evidence of tax exemption.
- 7. **CONTINGENCY.** The County’s performance and obligations to pay under the Agreement are contingent upon the Manatee County Board of County Commissioners appropriating funds in its approved budget in each fiscal year of the Agreement. The County may terminate the Service in the event of a reduction in appropriations to any fund(s) from which Kronos is to be paid for Service ordered under this Agreement but not yet delivered. Customer will provide a thirty (30) day prior written notice in the event of such termination to Kronos and Customer agrees to pay for the products delivered and the services performed prior to the receipt of such notice by Kronos. In the event of such termination, Customer shall not be entitled to a refund of pre-paid services, such as the support fees. Customer acknowledges that by executing an Order Form for the Service, Customer has received fiscal appropriations for the amounts due during the Term as indicated on such Order Form.
- 8. **NON-DISCRIMINATION.** Kronos shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or age. In accordance with Section 287.134(2)(a), Florida Statutes, Kronos warrants that it is not currently on the discriminatory Contractor list and agrees to notify the County if placement on the discriminatory Contractor list occurs. If subcontracting is allowed under the Agreement, Kronos agrees to include this provision in all subcontracts issued as a result of the Agreement.

- 9. PUBLIC ENTITY CRIMES. Kronos has been made aware of the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the County's requirement that Kronos comply with it in all respects prior to and during the duration of the Agreement by warranting that it is not currently on the convicted Contractor list, it has not been placed on a convicted Contractor list in the past 36 months, and agrees to notify the County if placement on a convicted Contractor list occurs. If subcontracting is allowed under the Agreement, Kronos agrees to include this provision in all subcontracts issued as a result of the Agreement.
- 10. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein shall be interpreted as a waiver by County of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or immunities. County expressly reserves these rights to the full extent allowed by law.
- 11. DATA BREACH NOTIFICATIONS. Kronos agrees to comply with all laws applicable that require it to notify individuals in the event of the unauthorized release of personally identifiable information or other event requiring notification, including without limitation Section 501.171, Florida Statutes. In the event of a breach of any of Kronos's security obligations resulting in unauthorized disclosure of Subscriber Data that is non-public personal information, or other event requiring notification by Kronos under applicable law, Kronos agrees to: (1) notify the County by telephone and e-mail of such an event within 72 hours of discovery; and (2) reasonably coordinate with the County to inform all such individuals to the extent required under and in accordance with applicable law.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Addendum to the Agreement on the day and year set forth next to their signatures below.

MANATEE COUNTY, a political subdivision  
of the State of Florida

By: *Jacob Erickson* *8/14/2021*  
*Jan* Jacob Erickson, Procurement Official Date

KRONOS SAASHR, INC.

DocuSigned by:  
By: *Karan Malik* Order Processing Analyst II 8/18/2021 | 1:19 AM PDT  
[NAME] [TITLE] Date



Quote#: Q-60220  
Expires: 09/30/2021  
Sales Executive: Nikki Kirkpatrick

**ORDER FORM**  
Order Type: Quote  
Date: 08/17/2021

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**Bill To Contact:**

**Bill To: MANATEE COUNTY , A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA  
1112 MANATEE AVE W  
BRADENTON, FL 34205-7804 USA**

**Ship To Contact: Touhue Vang**

**Ship To: MANATEE COUNTY , A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA  
1112 MANATEE AVE W  
BRADENTON, FL 34205-7804 USA**

**Ship to Phone: 9417484501 x3629  
Ship to Mobile:  
Contact: Touhue Vang  
Email: touhue.vang@mymanatee.org**

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**Currency: USD  
Customer PO Number:  
Solution ID: 6176117  
Initial Term:36 months  
Billing Start Date: 120 Days from Execution of Order Form  
Data Center Location: Not Applicable**

**Shipping Terms: Shipping Point  
Ship Method:  
Freight Term: Prepay & Add  
Renewal Term:12 months  
Payment Terms: Net 45 Days**

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**Order Notes:**

The Professional Services Engagement Overview is attached to this Order Form as a summary for the implementation services to be provided by Kronos for the Workforce Ready Setup Fees set forth on this Order Form.

Before including any health related questions in Kronos Workforce Ready Attestation please consult with your legal counsel to ensure you are compliant with applicable privacy laws and regulations.

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Within the first one hundred and eighty (180) days after the date this order is executed, Customer may downgrade their Workforce Ready employee count up to 25% of the employee counts listed herein by executing a replacement order form for the revised employee counts. Such new employee license counts shall become effective as of the date such replacement order is signed. The parties acknowledge this potential downgrade may result in an adjustment to the Per Employee Per Month rates.

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Notwithstanding anything to the contrary in the Agreement, the parties agree that at the end of the Initial Term, Customer may elect to renew the Services for a single two year (i.e., multi-term) renewal. If Customer elects to renew the Services for the two (2) year multi-terms renewal, Kronos will assess an increase of three percent (3.0%) at the commencement of the multi-term renewal. During the

remainder of the two (2) year term, there shall be no year over year annual increase for the Monthly Services Fees for the same products, quantities and services.

### SaaS Services

Billing Frequency: Monthly in Arrears

Product Name	Quantity	PEPM	Monthly Price
UKG READY TIME	2,125	USD 3.78	USD 8,032.50
UKG READY ACCRUALS MANAGER	2,125	USD 0.63	USD 1,338.75
UKG READY LEAVE	2,125	USD 0.95	USD 2,018.75
UKG READY ATTESTATION	2,125	USD 0.32	USD 680.00
UKG READY INTEGRATION HUB	1	USD 0.00	USD 0.00
<b>Total Price</b>			<b>USD 12,070.00</b>

### One Time Setup Fee

Billing Frequency: 3 consecutive equal monthly payments, commences at signing

Item	Total Price
One Time Setup Fees	<b>USD 155,680.00</b>

### Quote Summary

Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 12,070.00

Item	Total Price
Minimum Annual SaaS Service & Equipment Rental Fee	USD 144,840.00

Item	Total Price
Total One Time Fees	USD 155,680.00

**MANATEE COUNTY , A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA**

**Kronos SaaS, Inc.**

Signature: \_\_\_\_\_

*Chris Daboy*

Signature: \_\_\_\_\_

DocuSigned by:  
*Karan Malik*  
F68E1B72024D4D2...

Name: \_\_\_\_\_

*CHRIS Daboy*  
*Procurement Project*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Procurement Officer*  
*Procurement Department*

Title: \_\_\_\_\_

Order Processing Analyst II

Effective Date: \_\_\_\_\_

*9/14/2021*

Effective Date: \_\_\_\_\_

8/18/2021 | 1:19 AM PDT

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.



## Professional Services Engagement Overview

### Purpose and Overview of Engagement

This Professional Services Engagement Overview outlines the scope of services to be provided by Kronos for the Setup Fees indicated on the applicable Order for, to MANATEE COUNTY , A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (“Customer”) related to the Core Modules, Value-add Modules, and/or Optional Services contained in the document. Our Professional Services engagements are designed to help our Customers successfully implement your Core Modules, aswell as enable you to easily layer Value-add Modules and functionality over time based on your priorities, schedule, and resources.

The Ready® Professional Services engagement described herein is fixed price based and is subject to the terms and conditions governing your Ready – Software as a Service (the “Agreement”). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Professional Services Engagement Overview.

### Your Ready SaaS Solution

MANATEE COUNTY , A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA and Kronos are deploying the following Ready modules with 1 location(s), EINS and 1 collective bargaining agreements(s).

Core Modules	Employees	Deployments	Estimated Duration
UKG READY TIME	2125	1	90 Days
UKG READY ACCRUALS MANAGER	2125	1	
Value Add Modules	Employees	Deployments	Estimated Duration
UKG Ready Attestation	2125	1	10 Days
UKG Ready Leave	2125	1	30 Days

### MANATEE COUNTY , A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA and Kronos Collaboration

A successful Professional Services Engagement will require close collaboration between MANATEE COUNTY , A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA and Kronos. The Kronos Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the Ready solution that meets your organization’s specific requirements. Your organizations participation and commitment to the project goals and timeline are critical to help ensure success.

The Estimated Duration stated above is an estimate based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to accelerate the completion of this engagement. However, the Estimated Duration may be exceeded based on the level of preparedness, bandwidth, and skill level of your available resources. Other examples that may extend the Estimated Duration include: separate deployments of the solution, having a unionized workforce, and policies that vary across employee groups.

### Core Functionality Deliverables

Working in close collaboration, MANATEE COUNTY , A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA and Kronos

will deploy the following core modules and functionality in 90 estimated days from project kick-off. Any quantified deliverables listed herein are based on services deliverables and are not to be considered system constraints.

Ready Core	Kronos Delivered Value
<p><b>UKG Ready Time</b></p>	<p>UKG Ready Time deployment gets you started with the ability to accept punches and pay employees accurately through these core components:</p> <ul style="list-style-type: none"> <li>• Total Cost Centers</li> <li>• Profiles               <ul style="list-style-type: none"> <li>• Timesheet</li> <li>• Time Off Request</li> <li>• Pay Calculations</li> <li>• Pay Prep</li> <li>• Security</li> <li>• Points</li> </ul> </li> <li>• Tables               <ul style="list-style-type: none"> <li>• Rate</li> <li>• Holiday</li> </ul> </li> <li>• Manager Levels</li> <li>• Employee Perspective Scorecards</li> <li>• Workflows               <ul style="list-style-type: none"> <li>• Time Off Requests</li> <li>• Timesheet Change Requests</li> </ul> </li> <li>• Schedules               <ul style="list-style-type: none"> <li>• Daily Rules</li> <li>• Work Schedule Profiles</li> </ul> </li> <li>• Pay Periods</li> <li>• Counters</li> <li>• Time Off Categories</li> <li>• Reports               <ul style="list-style-type: none"> <li>• 61 commonly used pre-configured reports are included in the implementation</li> <li>• Kronos will configure up to 5 additional custom reports using the standard functionality in the software</li> </ul> </li> <li>• Timekeeping Admin Training</li> </ul>
<p><b>UKG Ready Accruals Manager</b></p>	<p>UKG Ready Accruals Manager adds comprehensive accrual administration to UKG Ready Time by automatically enforcing your time off policies through:</p> <ul style="list-style-type: none"> <li>• Consistent enforcement of policy</li> <li>• Configurable calculation methods &amp; grants</li> <li>• Time-Off routing &amp; approval workflow (requires UKG Ready Time)</li> <li>• Time-Off requests at data collection devices</li> <li>• Automatic updates to schedule &amp; timecard (requires UKG Ready Time)</li> <li>• Visibility to projected balances</li> <li>• Automatic balance reduction (requires UKG Ready Time or UKG Ready Payroll)</li> <li>• View time-off calendars for groups</li> <li>• Mobile access</li> <li>• One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format</li> </ul>



	<ul style="list-style-type: none"> <li>• Configure accruals profiles and assign to employees</li> </ul> <p><b>Please note</b> that UKG Ready Accruals Manager requires UKG Ready Time.</p>
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**Value-Add Functionality Deliverables**

Once your core functionality is deployed, Kronos will work in close collaboration with MANATEE COUNTY , A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA to deploy the following Value-Add modules and/or functionality over time in short, agile deployments aligned with your priorities, schedule, and resources:

Value-Add	Kronos Delivered Value
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<p><b>UKG Ready Leave</b></p>	<p>UKG Ready Leave adds comprehensive leave administration through:</p> <ul style="list-style-type: none"> <li>• Federal &amp; state leave policy enforcement</li> <li>• Employer-specific leave policy enforcement</li> <li>• Qualifying questionnaire</li> <li>• Leave eligibility, type &amp; duration determination</li> <li>• Leave case routing workflow</li> <li>• Leave case life cycle monitoring</li> <li>• Leave hour interface with timesheets</li> <li>• Employee self-service leave request &amp; history</li> <li>• Standard reporting &amp; email notification alerts</li> <li>• One-Time data load using customer-supplied data – current leave cases, leave case entries &amp; entitlement balances in a standard Kronos-supplied format</li> </ul> <p><b>Please note:</b> This module provides maximum value when used with UKG Ready Time, UKG Ready Accruals &amp; UKG Ready HR.</p>
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<p><b>UKG Ready Attestation</b></p>	<p>UKG Ready Attestation module provides documentation proof of compliance for required administration to UKG Ready Time by automatically enforcing your policies through:</p> <ul style="list-style-type: none"> <li>• Configurable questions &amp; response choices</li> <li>• Automated notification &amp; reminders</li> <li>• Several employee prompts with workflows <ul style="list-style-type: none"> <li>• Prompts differ based on attestation prompt</li> </ul> </li> <li>• Work Flows <ul style="list-style-type: none"> <li>• Up to 3 will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• Functionality for the InTouch Clock vs. the Web may differ</li> <li>• Full Audit Report</li> </ul> <p><b>Please note:</b> UKG Ready Attestation requires UKG Ready Time.</p>
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<p><b>UKG Ready Integration Hub</b></p>	<p>UKG Ready Integration Hub enables data to flow between Ready and 3<sup>rd</sup> party applications and/or vendors. If the 3<sup>rd</sup> party application and/or vendor does not accept the standard Ready formatting and/or methods for automated delivery, a</p>
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formatted file will be delivered instead. The customer is responsible for providing import files to Kronos in the standard Ready format and utilizing the standard Ready delivery method. Kronos will deliver a standard bundle of up to 5 interfaces as part of this project. Each direction (to/from) any 3<sup>rd</sup> party system and Kronos is considered a separate interface. Interfaces will be accomplished via standard file Exchange. Customer will work with Kronos and 3<sup>rd</sup> party vendors to facilitate design and testing. The Method of the file exchange will be determined by UKG Ready Professional Services Delivery Team. Kronos will provide standard Import/Export files using UKG Ready Integration Hub. Customer will work with the 3<sup>rd</sup> parties and Kronos to provide the data in the Kronos format for imports. Kronos will create a report from standard Ready fields in the 3<sup>rd</sup> party format to send to the 3<sup>rd</sup> party system. The types of interfaces/integrations that can be supplied under this project include:

- UKG Ready Time Interface bundle using customer-supplied data in standard file formats
  - UKG Ready Accruals Interface bundle using customer-supplied
- UKG Ready Scheduler Interface bundle using customer-supplied data in standard file formats
  - Employee Availability Import from 3<sup>rd</sup> party system
  - Schedule detail export
- UKG Ready HR Interface bundle using customer-supplied data in standard file formats
  - Benefit enrollment exports
  - Employee deduction election imports
  - Employee demographic exports
- UKG Ready Payroll Interface bundle using customer-supplied data in standard file formats
  - ACH payroll employee direct deposit file exports
  - ACH payroll payment for vendors (e.g. 401k, HSA, garnishments, etc.)
  - Payroll employee withholding amount exports
  - Pension enrollment export (e.g. 401k)
  - Pension census export (e.g. 401k)
  - New hire reporting export
  - Positive pay export
  - Payroll journal export to G/L, 1 acct structure
  - Tax payment & filing Interface

Kronos will use commercially reasonable effort to ensure all integrations/interfaces provide for the vendors below are designed in a manner which they can successfully pass data contained in standard Ready data fields to said 3<sup>rd</sup> party vendor and/or can accept data from said 3<sup>rd</sup> party vendor into Ready standard data fields:

- John Hancock Retirement Planning Service
- Blue Cross Blue Shield of Texas
- HSA Bank
- Discovery Benefits
- Bankers Fidelity
- The Standard

	<p><b>Please note:</b> Non-standard, multi-directional, or API based integrations/interfaces are not included in the scope of this project. Custom Reports that cannot be delivered through the standard software functionality are also not included. If such integrations or reports are required, a separate quote will be provided after all requirements and specifications have been received.</p>

**Administrator and Super User Training**

Included in each Customer’s software subscription, Kronos will provide the following training:

Ready Core Training	Kronos Delivered Value
<p><b>Administrator and Super User Training</b></p>	<p>Each Customer will have access to:</p> <ul style="list-style-type: none"> <li>• Ready’s learning management system and training delivery platform, for each user. Learning experiences found within include, but not limited to:               <ul style="list-style-type: none"> <li>• Interactive self-paced, on-demand modules</li> <li>• “How to” videos and snippets</li> <li>• Printable job aids</li> </ul> </li> <li>• Recommended learning plan(s) aligned to each user’s roles within Ready</li> <li>• Online, public instructor-led class(es)</li> <li>• “Train the Trainer” enablement and materials               <ul style="list-style-type: none"> <li>• Editable templates and tools to be leveraged by the administrators to deliver manager and employee training</li> </ul> </li> <li>• Manager and employee-focused job aids for common tasks within Ready</li> </ul>
<p><b>Change Management and User Adoption Training</b></p>	<p>Each Customer will have access to:</p> <ul style="list-style-type: none"> <li>• Change management training for the project team on building a change management plan for Customer’s organization</li> <li>• Change management toolkit that includes pre-populated templates and supporting resources to be leveraged to deliver Customer’s change management plan</li> </ul>

**Assumptions & Notes**

Kronos has used the following assumptions and dependencies in preparing this Professional Services Engagement Overview:

- All services will be delivered remotely, unless otherwise stated in the Order Form or this Professional Services Engagement Overview.
  - Please note that In the event that Customer requests Kronos to travel to Customer's location during the implementation, Customer agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, incurred by Kronos.
  - Such expenses shall be subject to the then-current standard Kronos travel and expense policies,

- which Kronos will provide to Customer upon request.
  - Kronos shall bill Customer for such travel expenses and payment thereof shall be due net thirty (30) days from date of invoice.
- The project kick-off date will be determined based on complexity of the implementation and resource availability, and may occur up to 30 days after a Ready Order Form is executed by the Customer.
- The customer agrees to accept specific responsibilities as part of this project including:
  - Completing all required, Kronos supplied templates used to complete the Discovery process
  - Physical installation and/or mounting of all time clocks associated with this project.
    - Kronos will complete the configuration of up to 5 clocks and will provide training to the Customer's staff to replicate additional configurations
    - The Customer will configure any additional clocks unless otherwise agreed upon by both parties
  - Configuring the Customer's network to allow inbound/outbound communications to and from the clocks, based on specifications provided by Kronos
  - Providing all required tax and wage history information (when applicable) for the configuration of Tax Filing services
  - Providing all required data imports in the approved Kronos format
  - Providing all required specifications for any exports from Kronos to a 3rd party system
- Prior to the start of the configuration build, the Customer will confirm (in writing) the business and technical requirements of the project as part of the Ready Professional Services Discovery process.
- Kronos will communicate with Customer's Project Manager, the appointed Point of Contact for Customer on this project. He/she will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer.
- Customer is responsible for all hardware, software, and services provided by other consultants or third party vendors that may also be involved with the project.
- Kronos will not be responsible for troubleshooting the Customer's environment such as their operating system, hardware resources, database schema, or any applications and/or hardware not provided by Kronos.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of this Professional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.
- During the testing phase, the customer will be responsible for leading testing and providing documentation of testing results back to the Kronos implementation team.

## Project Delays

Should the need arise to place a project on hold due to issues not controlled by Kronos, Kronos will collaborate with a client to ensure appropriate project hold/delay procedures are executed. Secondly, Kronos reserves the right to execute project hold/delay procedures as a result of, but not limited to (1) a client not attending or cancelling more than three scheduled meetings or (2) if the client has been unable to contribute required deliverables to milestones to close the project or (3) has become non-responsive after 10 business days. Please note that any project hold and/or delays, whether approved or otherwise, will not impact the Fees and Payment Terms of the Agreement unless otherwise agreed to by both parties.

When resuming the project Kronos will follow normal assignment and staffing procedures. This may result in a new or modified project team based on resource availability at the time of re-engagement.

## Change Orders

Requests for change to this Professional Services Engagement Overview or the project it covers must be submitted to

your Kronos Sales Executive and UKG Ready Consultant in writing.

Any of the following items will be considered Out of Scope and require a Change Order:

- Material changes in the Scope or effort (i.e. # of deployments or EIN's, request of onsite assistance, etc.)
- Material changes in the number or type of Deliverables to meet the defined scope of effort (i.e. additional integrations, profiles, etc.)
- Changes to the project resource requirements
- Changes to scheduled dates after acceptance of the Project Plan

Kronos will estimate the time and fixed cost needed to implement the change and the impact it may have on the delivery of project covered under this Professional Services Engagement Overview. Kronos will perform the requested work once the Change Order has been completed and signed by the Customer.

### **Completion Criteria**

The project covered under this Professional Services Engagement Overview will be considered complete when any one of the following completion criteria is met. Once one of these is met, no further work will be completed. If additional work is required, a Change Order or new Professional Services Engagement Overview must be generated.

Completion Criteria:

- The Customer has approved in writing
- The system has been used to generate, retain, or export data that is used to produce a live pay statement for an active employee
- More than twelve (12) months has passed since the date of signature of the Ready Order Form

The Customer may provide approval in writing via email or an alternative agreed upon method.

## WORKFORCE CENTRAL - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

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

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

The parties agree that no Kronos Equipment is contemplated hereunder.

### 1. DEFINITIONS

“**Acceptable Use Policy**” means the Kronos policy describing prohibited uses of the Services as further described in Exhibit B attached hereto.

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

“**Cloud Services**” means those services related to Customer’s cloud environment as further described in Exhibit C attached hereto and at: <http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx>.

“**Confidential Information**” shall have the meaning set forth in the Exhibit G “Addendum to Kronos Workforce Central – Software as a Service Terms and Conditions” attached hereto and incorporated here within.

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

“**Documentation**” means user manuals published by Kronos relating to the features and functionality of the Applications. Such Documentation will be available for download by Customer within the customer community available at: <https://community.kronos.com>.

“**Equipment**” means the Kronos equipment specified on an Order Form.

“**Implementation Services**” means those professional and educational services provided by Kronos to set up the cloud environment and configure the Applications. Unless otherwise set forth on an Order Form as “a la carte” services (supplemental fixed fee, fixed scope services) or “bill as you go” services (time and material services described in a Statement of Work), Kronos will provide, as part of the Monthly Service Fee for the Applications, the fixed fee, fixed scope Implementation Services described in the Services Implementation Detail set forth at: <https://www.kronos.com/wfc-saas-implementation-guideline-details-flat-fee>

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

“**KnowledgePass Content**” / “**KnowledgePass Education Subscription**” have the meanings ascribed in Section 7.5.

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

“**Order Form**” means an order form mutually agreed upon by Kronos and Customer setting forth the items

ordered by Customer and to be provided by Kronos, including without limitation the prices and fees to be paid by Customer.

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

**“Renewal Term”** means the renewal billing term of the Services as indicated on the Order Form.

**“Services”** means (i) the Cloud Services, (ii) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a Kronos website, and all such services, items and offerings accessed by Customer therein, and (ii) the Equipment rented hereunder, if any.

**“Statement of Work”, “SOW”, “Services Scope Statement”** and **“SSS”** are interchangeable terms referring to a written description of the Implementation Services mutually agreed upon by Kronos and Customer and set forth as “bill as you go” services on the Order Form.

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

**“Term”** means the Initial Term and any Renewal Terms thereafter.

**“Training Points”** has the meaning ascribed to it in Section 7.6 below.

## **2. TERM**

**2.1** Billing for the Services commences on the Billing Start Date and continues for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew each year for an additional Renewal Term 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 sixty (60) days prior written notice.

**2.3** Customer may terminate for convenience by providing Kronos with ninety (90) days advance written notice of such termination, provided however such termination for convenience will not relieve Customer’s obligation to pay Kronos all fees for the remainder of the then-current Term, less twenty-five percent (25%), and Customer shall pay all such fees prior to the effective date of termination.

**2.4** 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 thirty (30) days after receipt of written notice.

**2.5** 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 ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

**2.6** If the Agreement is terminated for any reason:

- (a)** Customer shall pay Kronos within forty-five (45) days of such termination, all fees accrued and unpaid 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;
- (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.

**2.7** 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 thirty (30) 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. Kronos will delete Customer Content after Customer’s rights to access the Services and retrieve Customer Content have ended.

## **3. FEES AND PAYMENT**

**3.1** Customer shall pay Kronos the Monthly Service Fees, the fees for the Implementation Services and any additional one time or recurring fees for Equipment, Training Points, KnowledgePass Education Subscription and such other Kronos offerings, all as set forth on the Order Form. The Monthly Service Fees will be invoiced on the frequency set forth on the Order Form (**“Billing Frequency”**). If Customer and Kronos have

signed a Statement of Work for the Implementation Services, Implementation Services will be invoiced monthly as delivered unless otherwise indicated on the Order Form. If Kronos is providing Implementation Services in accordance with the Services Implementation Guideline or as “a la carte” services on the Order Form, Kronos will invoice Customer for Implementation Services in advance of providing such Implementation Services unless otherwise indicated on the Order Form. All other Kronos offerings will be invoiced upon execution of the applicable Order Form by Kronos and Customer. Unless otherwise indicated on an Order Form, payment for all items shall be due forty-five (45) days following date of invoice. All payments shall be sent to the attention of Kronos as specified on the invoice. Except as expressly set forth in this Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable federal, state, country, provincial or local 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** If any undisputed amount, where any such dispute shall be in good faith, owing under this or any other agreement between the parties is forty-five (45) 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 seven (7) days prior written notice that Customer’s account is overdue before suspending Services.

**3.3** At the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%), provided that for each of the first two Renewal Terms Kronos will not increase the Monthly Service Fee rates by more than three percent (3%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice. For renewals based on the Annual in Advance Billing Frequency, Kronos will provide Customer with the renewal invoice prior to commencement of the Renewal Term and payment will be made by Customer in accordance with the payment terms agreed upon with Customer for the Initial Term.

#### **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; b) training materials and KnowledgePass Content; and, c) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of 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 shall not use any of the third-party software programs (or the data models therein) included in the Services except solely as part of and in connection with the Services. The JBoss® Enterprise Middleware components of the Service are subject to the end user license agreement attached hereto as Exhibit D. Customer acknowledges that execution of separate third-party agreements may be required in order for Customer to use certain add-on features or functionality, including without limitation tax filing services.

**4.2** Customer acknowledges and agrees that the right to use the Applications is limited based upon the amount of the Monthly Service Fees paid by Customer. Customer agrees to use only the modules and/or features for the number of employees and users as described on the Order Form. Customer agrees not to use any other modules or features nor increase the number of employees and users unless Customer pays for such additional modules, features, employees or users, as the case may be. Customer may not license, sublicense 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.

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

**4.4** 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 Applications or any associated intellectual property rights in any of the foregoing. Customer agrees to comply



with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

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

## **5. ACCEPTABLE USE**

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

**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 will comply with the Acceptable Use Policy.

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

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

## **6. CONNECTIVITY AND ACCESS**

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

## **7. IMPLEMENTATION AND SUPPORT**

**7.1** *Implementation Services.* Kronos will provide the Implementation Services to Customer. Implementation Services described in an SOW are provided on a time and materials basis, billed monthly as delivered unless otherwise indicated on the Order Form. Implementation Services described in the Services Implementation Guideline are provided on a flat fee basis. If Customer requests additional Implementation Services beyond those described in the Services Implementation Guideline, Kronos will create a change order for Customer's review and approval and any additional Implementation Services to be provided by Kronos will be billed as delivered at the then-current Kronos professional services rates. Kronos' configuration of the Applications will be based on information and work flows that Kronos obtains from Customer during the discovery portion of the implementation. Customer shall provide Kronos with all necessary and accurate configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. In the event that Kronos is required to travel to Customer's location during the implementation, Customer agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, incurred by Kronos in accordance with Florida Statute 112.061. Kronos shall invoice Customer for such travel expenses and payment thereof shall be due net forty-five (45) days from date of invoice. Kronos' then-current Professional/Educational Services Policies shall apply to all Implementation Services provided by Kronos as attached hereto in Exhibit E and may be accessed at: <http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm> ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

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

**7.3** *Support.* Kronos will provide 24x7 support for the cloud infrastructure, the availability to the cloud environment, and telephone support for the logging of functional problems and user problems. Customer may log questions online via the Kronos Customer Portal. As part of such support, Kronos will make updates to the

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

*7.4 Intentionally omitted.*

*7.5 KnowledgePass Education Subscription.* When KnowledgePass Education Subscription is purchased on an Order Form (i.e., not indicated as "Included" in the Monthly Service Fees), Kronos will provide Customer with the KnowledgePass Education Subscription for a period of one (1) year from execution of the Order Form. Kronos will send Customer a renewal invoice for renewal of the KnowledgePass Education Subscription, and the KnowledgePass Education Subscription shall renew for an additional one (1) year term if Customer pays such invoice before the end of the then-current term for the KnowledgePass Education Subscription. The KnowledgePass Education Subscription provides access to certain educational offerings provided by Kronos (the "**KnowledgePass Content**"). Customer recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Customer is permitted to make copies of the KnowledgePass Content provided in \*.pdf form solely for Customer's internal use. Customer may not disclose such KnowledgePass Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that Customer may download and modify contents of training kits solely for Customer's internal use.

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

*7.7 Training Courses.* When Training Points or training sessions are set forth in an SSS, the SSS applies. When Training Points or training sessions are not set forth in an SSS, as part of the Services, for each SaaS application module included in the Services purchased by Customer, Customer's employees shall be entitled to attend, in the quantity indicated, the corresponding training courses set forth at: [www.kronos.com/products/workforce-central-saas/training-guidelines.aspx](http://www.kronos.com/products/workforce-central-saas/training-guidelines.aspx) Participation in such training courses is limited to the number of seats indicated for the courses corresponding to the modules forming a part of the Services purchased by Customer.

*7.8 Technical Account Manager.* To the extent applicable, 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. Customer will ensure that all Customer Content conforms with the terms of this Agreement and applicable law. Kronos and its Suppliers may, but shall have no obligation to, access and monitor Customer Content from time to time to provide the Services and to ensure compliance with this Agreement and applicable law. Customer is solely responsible for any claims related to Customer Content and for properly handling and processing notices that are sent to Customer regarding Customer Content.

## **9. EQUIPMENT**

Intentionally omitted.

## **10. SERVICE LEVEL AGREEMENT**

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

APPLICABLE SERVICE LEVEL AGREEMENT, SHALL BE THE REMEDIES PROVIDED IN EXHIBIT A.

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

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

**11.2** Kronos' sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Applications 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, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT MAY OTHERWISE ARISE PURSUANT TO ANY STATUTE, CODE, COMMON LAW OR JUDICIAL DECISION. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

## **12. DATA SECURITY AND PRIVACY**

**12.1** As part of the Services, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described at: <http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx>

**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.

**12.4** Kronos will notify Customer in accordance with applicable laws upon becoming aware of an unauthorized access of Customer Content.

12.5 Customer agrees that Kronos may use sub-processors to fulfill its contractual obligations under the Agreement. The list of sub-processors that are engaged by Kronos to carry out processing activities on Customer Content on behalf of Customer can be found at: <https://www.kronos.com/workforce-central-cloud/subprocessors>

### 13. INDEMNIFICATION

13.1 Kronos shall indemnify, defend, save and hold harmless 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 Kronos will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys’ fees) actually awarded to a third party as a result of such 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 Applications other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise 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**”) from and against any and all Claims, and will indemnify, defend, save and hold harmless the Kronos Indemnified Parties against liabilities, obligations, costs or expenses (including without limitation reasonable attorneys’ fees), arising out of: (a) Manatee County 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. The parties agree: 1) that no term or condition contained in the Agreement shall be construed or interpreted as a) a waiver of sovereign immunity of the County beyond the waiver and limitations provided in Section 768.28, F.S.; or b) the County shall only be obligated to indemnify Kronos in accordance with the provisions and limitations set forth in Section 768.28, Florida Statutes.

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 THE PARTIES' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY THAT PARTY, 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 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** Terms and Conditions for Confidential Information are set forth in Section 5 of Exhibit G attached hereto.

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

**17.7** 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.

**17.8** The information found in any Exhibit (or at any URL referenced in this Agreement) may change over the Term. Any such change will be effective as of the start of the next Renewal Term after such change is announced or published by Kronos and the County is notified in writing of these changes. Any such changes to the Services shall not result in a material diminution in the Services.

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

Manatee County, a political subdivision of the State of Florida
Dated: 9/14/2021
By: <i>Clay/CITRES DALEY</i>
Name: <i>Clay/CITRES DALEY</i>
Title: <i>Procurement Project Manager for Procurement Office</i>

Kronos Incorporated
Dated: 8/18/2021   1:16 AM PDT
By:
Name: <i>Karan Malik</i> <small>DocuSigned by: F68E1B72024D4D2...</small>
Title: Order Processing Analyst II

## EXHIBIT A

### SERVICE LEVEL AGREEMENT (SLA)

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

#### 99.75% Application Availability

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

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

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

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

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

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

#### Customer Specific Maintenance Period

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



Saturday, Sunday, Wednesday or Thursday.

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

#### **Non-Customer Specific Maintenance Period**

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

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

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

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

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

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

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

Upon written notice to Kronos, Customer may terminate the agreement, without penalty, in the event that Kronos fails to meet the application availability level of 99.75% for two (2) months during any rolling six (6) month period or the application availability falls below 90% in any single month.

## Exhibit B: Acceptable Use Policy

This Acceptable Use Policy (this “**Policy**”) describes prohibited uses of the Services. The examples described in this Policy are not exhaustive. Kronos may modify this Policy at any time upon written notice to Customer of a revised version. By using the Services, Customer agrees to the latest version of this Policy. If Customer violates the Policy or authorizes or helps others to do so, Kronos may suspend use of the Services until the violation is corrected, or terminate the Agreement for cause in accordance with the terms of the Agreement.

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

Customer may not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

- **Illegal Activities.** Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.
- **Harmful or Fraudulent Activities.** Activities that may be harmful to others, Kronos’ operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.
- **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

### (b) No Security Violations

Customer may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “System”). Prohibited activities include:

- **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. Customer will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System.
- **Interception.** Monitoring of data or traffic on a System without permission.
- **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.
- **No Use of Robots.** Customer will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)

### (c) No Network Abuse

Customer may not make network connections to any users, hosts, or networks unless Customer has permission to communicate with them. Prohibited activities include:

- **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- **Operation of Certain Network Services.** Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

(d) No E-Mail or Other Message Abuse

Customer will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements. Customer will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. Customer will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

(e) Monitoring and Enforcement

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

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

Kronos may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Kronos’ reporting may include disclosing appropriate customer information. Kronos also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

(f) Reporting of Violations of this Policy

If Customer becomes aware of any violation of this Policy, Customer will immediately notify Kronos and provide Kronos with assistance, as requested, to stop or remedy the violation

**Exhibit C:  
Cloud Guidelines**

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

<b>Cloud Services</b>	
<b>Environments:</b>  One standard Production and one Non-Production (Development) environment.	Included.  Additional non-production environments are available for additional fees.
<b>Environment restoration:</b>  Services to restore Production environment to one Non-Production environment up to one time per week, if requested.  Customer is responsible for requesting data to be moved from the Production environment to the Non-Production environment and for the contents of the data moved from the Production environment to the Non-Production environment.	Included.  More frequent restores or additional environments will be subject to additional time and material fees.
<b>Connectivity to Service:</b>  Customer's users connect to application via secure SSL/TLS connection over the internet. Cooperative efforts with customer IT staff may be required to enable access. Kronos will assist with validating site connectivity but assumes no responsibility for customer internet connection or ISP relationships. Kronos related Internet traffic cannot be filtered by proxy or caching devices on the client network. Exclusions must be added for the fully qualified domain names and public IP addresses assigned to the environments in the Kronos Cloud.	Included
<b>Device Initiated Terminal Connectivity:</b>  All terminals that are compatible with Device Initiated communication mode must use this mode of communication. With the Device Initiated mode of communication, the Kronos terminal initiates all communications with the Device Manager Server at the Kronos Cloud over the internet. In cases where Network Address Translation is required for terminals, the customer is responsible for applying the translations on their network. Kronos Cloud does not support terminals prior to Kronos 4500 series and does support certain models released thereafter. Please see product documentation support matrix for details.  Note: Server Initiated terminal communication, if permitted, requires a VPN and is not the preferred communication method when connecting terminals to the Kronos Cloud.	Included

<b>Cloud Services</b>	
<p><b>Remote Access to Non-Web Kronos Applications:</b></p> <p>Remote access to non-web Applications (e.g. Kronos Workforce Integration Manager) using a remote access tool such a Citrix® Receiver. Limited Kronos Applications require the use of these remote access accounts.</p>	2 named users included
<p><b>SFTP Accounts:</b></p> <p>SFTP accounts are provided to customers to push files to the Kronos Cloud and to pull files from the Kronos Cloud for designated integration points (e.g. Kronos Workforce Integration Manager input/output folders). The Kronos SFTP folder location is not designed for long-term storage and files stored longer than 30 days may be deleted. Kronos Cloud SFTP does not initiate connections, thus SFTP file transfers must be a customer initiated process.</p>	2 logins included
<p><b>Operating System and Database Software Management:</b></p> <p>Includes the required O/S and SQL Server licenses, as well as services for Kronos to apply critical security patches, service packs and hot-fixes for the software running in Kronos Cloud.</p>	Included
<p><b>Server Maintenance:</b></p> <p>All server maintenance, including repair and replacement of defective or failed hardware and the installation of hardware upgrades for the software running in Kronos Cloud.</p>	Included
<p><b>Kronos Application Updates:</b></p> <p>Services to perform technical tasks required to apply application service packs, legislative updates (if applicable), point releases and version upgrades.</p>	Included
<p><b>Backup:</b></p> <p>Customer data is backed up daily. Database backups are replicated via encrypted connections to a second Kronos Cloud datacenter. Backups are retained for the prior 28 days on a rotating basis. All historical employee and configuration data is stored in the rotating backups.</p>	Included
<p><b>Security:</b></p> <p><b>For customers that choose datacenters in the United States of America or continental Europe:</b></p> <p>Kronos maintains a hosting environment that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts SSAE 18 (i.e. SOC 1) and the AICPA Trust Services Principles Section 100a, Trust Services for Security, Availability, ,</p>	Included

**Cloud Services**

Confidentiality and Privacy (i.e. SOC 2). The Kronos Private Cloud (KPC) is evaluated for the principles of Security, Availability and Confidentiality by the independent auditor. The Kronos Private Cloud is located in data centers that undergo SSAE 18 examinations. Management access to the KPC is limited to authorized Kronos support staff and customer authorized integrations. The security architecture has been designed to control appropriate logical access to the KPC to meet the Trust Services Principles of Security, Availability and Confidentiality. The Applications provide the customer with the ability to configure application security and logical access per the customer's business processes.

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

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

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

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

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

For any outsourced (subcontracted) infrastructure (e.g. co-location provider, public cloud provider) Kronos will provide Customer a copy of its subcontractor's AICPA SSAE 18 SOC 1 Type II and/or AT101 SOC 2 Type II reports, published and attested to by an independent third party auditing firm, if applicable. Kronos is not required to utilize any outsourced (subcontracted) infrastructure (e.g. co-location provider, public cloud provider) as part of this agreement to deliver services. If Kronos does not use outsourced (subcontracted) infrastructure (e.g. co-location provider, public cloud provider) customer will be entitled to receive a copy, if made available from Kronos at a future date, of a Kronos published AICPA SSAE 18 SOC 1 Type II and AT101 SOC 2 Type II reports published and attested to by an independent third party auditing firm, if made available.

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

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

For security purposes customers are restricted from directly

<p><b>Cloud Services</b></p>	
<p>accessing the desktop, file systems, databases and operating system of the environments. Thus, WIM integrations cannot initiate connections to push or pull data from on premise or other cloud based data sources including but not limited to external databases, and remote file shares.</p> <p>Customer agrees not to upload payment card information as the service is not certified for PCI DSS.</p> <p>Customer agrees not to upload health information that falls under the United States HIPAA law.</p>	
<p><b>Read-Only ODBC Access:</b></p> <p>Kronos will provide customer with read-only ODBC access into customer's Production and Non-Production databases for Timekeeper/HRMS and/or TeleStaff over secure connection (e.g. VPN). Customer is responsible for establishing this secure connection to the Kronos Cloud and for any additional fees for that connection that may apply. Kronos may, but is not obligated to, limit or block customer's database read-only ODBC queries in order to prevent failure of the database due to overload. Kronos will not pay SLA credits for any Outage that is the result of overloading the database during read-only ODBC access. Customer understands that overall performance may be reduced during peak processing periods, and customer may need to limit resource intensive read-only ODBC queries to off-peak periods. Customer acknowledges that read-only ODBC access over a long distance secure connection is not a reliable protocol, as it does not have built-in retry logic to handle connectivity issues. Kronos is not responsible for any changes that may be required to customer's internal systems due to read-only ODBC access.</p>	<p>If selected on Order Form</p>
<p><b>Disaster Recovery Services:</b></p> <p>Basic Disaster Recovery services are provided to all hosted customers at no additional fee and include:</p> <p>Customer environment and all customer data in the Kronos Cloud are replicated to a secondary Kronos Cloud data center. Disaster Recovery Services provide for a Recovery Point Objective (RPO) of 24 hours and Kronos strives to restore application availability in a commercially reasonable timeframe. The customer will be down until the Production environment is restored in the primary or secondary data center, if needed, as an application environment is not readily available at the alternate site to process data. Customers are expected to use fully qualified domain names (FQDNs) to access the service given that IP address of the service may change.</p> <p>Any issues arising out of the disaster recovery event due to customer configuration/customization and/or customer third party software outside of the Kronos Cloud is the</p>	<p>Included</p>

<b>Cloud Services</b>	
responsibility of the customer to resolve.	
<p><b>Disaster Recovery Services (fee-based):</b></p> <p>Kronos offers enhanced Disaster Recovery services at an additional fee, as they provide for a secondary environment at a secondary Kronos datacenter to be used for customer recovery. With this offering the Customer environment and all customer data in the Kronos Cloud are replicated to a secondary Kronos Cloud datacenter. This service provides for a RPO (Recovery Point Objective) of 24 hours and a RTO (Recovery Time Objective) of 72 hours.</p> <p>In the unlikely event that Kronos declares a disaster in the primary datacenter, Kronos will notify the customer and activate the Disaster Recovery steps necessary to restore application availability within the RTO defined. As part of this enhanced service, Kronos will conduct an annual Disaster Recovery Process test, which has the objectives to 1) test backups 2) train Kronos employees 3) verify and improve internal Kronos procedures. The annual Disaster Recovery Process test may be live or simulated. Customers are expected to use fully qualified domain names (FQDNs) to access the service given that IP address of the service may change.</p> <p>Any issues arising out of the disaster recovery event due to customer configuration/customization and/or customer third party software outside of the Kronos Cloud is the responsibility of the customer to resolve.</p> <p>The following services are not included in this service, but they may be purchased from Kronos on a time and material basis, and are subject to additional fees: a customer specific DR plan with annual review.</p> <p>*Note that Workforce Analytics, Workforce Record Manager, Enterprise Archive, Workforce TeleStaff, Workforce Planner, Workforce TeleTime IP and all non-Production environments are excluded from the RTO, unless otherwise set forth on the Order Form.</p>	If selected on Order Form
<p><b>Temporary Environments:</b></p> <p>Temporary Environments are designed for classroom training for no more than 40 people and/or functional application testing for approximately five to ten simultaneous users. Temporary environments are only available to those customers whose Production environment is hosted in the Kronos Cloud in a United States datacenter or continental Europe datacenter.</p>	If selected on Order Form
<p><b>Third Parties:</b></p> <p>If Customer uses a third party to configure and/or implement</p>	If Customer uses 3rd party resources to



<p><b>Cloud Services</b></p> <p>Customer's applications, the following applies:</p> <p>The third party must be authorized by Kronos as part of the Kronos Connect Partner Program prior to accessing Customer's development and testing environments in the Kronos Cloud. Third parties will not be granted access to Customer's Production environment for purposes of configuring the applications. Customer understands that although Kronos Connect Partners are subject to Kronos policies and procedures, such Partners are not subject to SOC audits by Kronos or its representatives. As such, Kronos' SSAE18 SOC 1 and AT101 SOC 2 reports are applicable to the Production environment only and are not applicable to third parties' activities.</p> <p><i>Applicable to customers that choose datacenters in the United States or continental Europe.</i></p>	<p>configure/implement Kronos applications</p>
<p><b>Encryption at rest of Customer Content at storage level</b></p> <p>For each of the customer's production and non-production environments in a data center in the United States or continental Europe, Customer Content will be encrypted at rest at the storage level. Encryption at rest is defined as Customer Content is made unreadable on disk via encryption technology when the Kronos Cloud computing environment hardware is powered off.</p>	<p>If selected on Order Form</p>

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**6. Third Party Programs.** Red Hat may distribute third party software programs with the Programs that are not part of the Programs. These third party software programs are not required to run the Programs, are provided as a convenience to you, and are subject to their own license terms. The license terms either accompany the third party software programs or can be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If you do not agree to abide by the applicable license terms for the third party software programs, then you may not install them. If you wish to install the third party software programs on more than one system or transfer the third party software programs to another party, then you must contact the licensor of the applicable third party software programs.

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**Exhibit E:  
Global Professional Educational Services Engagement Policies**

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

*Professional Services:*

1. Kronos will provide Customers with a Professional Services Estimate or Statement of Work that outlines the project deliverables and provides an estimate for the project scope and cost required to complete the engagement, based upon preliminary information provided by Customer.
2. Kronos and Customer agree that given the use of estimated times; the Assess Phase of the engagement will be used to determine whether modifications to project scope and cost are required.
3. Any such modification to project scope and cost will be supported through the generation of a Kronos Change Order that is signed by the Customer (see Change Order Process below).
4. The original project scope and cost of an engagement will apply until, and if, the Customer signs a Change Order.
5. The Professional Services Estimate or Statement of Work is valid for one year from the date of signature.
6. Kronos will invoice the Customer on a monthly basis for all Professional Services provided during the previous month.
7. Professional Services work will be conducted during normal business hours. Normal business hours will vary by country. Please consult your local Professional Services consultant for normal business hours in your country.
8. All Professional Services work scheduled to start outside of normal business hours will be billed in full at a premium rate described below. For work to be performed After Hours, on Holidays, or on Weekends, an approved Change Order will be required prior to scheduling (see Change Order Process below). Customers will be charged as follows:
  1. All Professional Services will be scheduled and billed in 1 to 4 hour increments with a minimum charge of 1 hour.
  2. After Hours
    1. All scheduled work will be billed at 1.5 times the current contract rate by role.
    2. After Hours will vary by country. Please consult your local Professional Services consultant for after hours in your country.
  3. Weekend
    1. All scheduled work will be billed at 2.0 times the current contract rate by role.
    2. Weekend schedules will vary by country. Please consult your local Professional Services consultant for normal business hours in your country.
  4. Holiday
    1. All scheduled work will be billed at 2.0 times the current contract rate by role.
    2. Holiday's recognized will vary by country. Please consult your local Professional Services consultant for holiday's observed in your country.
  5. Onsite Support requiring Travel:
    1. All travel time (portal to portal) will be billed at the current contract rate by role.
    2. Expense reimbursement is pursuant to the agreement covering such Professional Services between the customer and Kronos.
    3. Travel time above two hours in any one direction will be billed at the current contract rate by role.
9. Kronos requires notification for the cancellation or rescheduling of Kronos personnel. Customer will be charged for failure to meet the following notification requirements:
  1. 2 business days prior to scheduled work — 50% of planned charges are invoiced for scheduled work.
  2. 1 business day prior to scheduled work — 100% of planned charges are invoiced for scheduled work.
  3. Business days are Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays.

*Here is an example:*

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

*Here is a holiday example:*

- Work is scheduled for Wednesday, 1p- 5p (4 hours)

- Customer cancels on:
  - Thursday — no penalty
  - Friday — 50% of planned charges are invoiced (2 hours)
  - Monday — holiday; doesn't count as "business day"
  - Tuesday — 100% of planned charges are invoiced (4 hours)

*Change Order Process:*

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

*Travel:*

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

*Educational Services:*

1. All Instructor-led Educational Services classes will be held at a Kronos facility, or via the Kronos Virtual Classroom (if offered in that modality), unless Customer has purchased onsite location training.
2. Kronos requires notification of cancellation from an Instructor-led class. Customer will be charged for training upon failure to meet the following notification requirements:
  1. For any PUBLIC course held in the traditional classroom or in the virtual classroom: Attendees must cancel at least five business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.
  2. For any PRIVATE course held at a customer site, in the traditional classroom, or in the virtual classroom: Attendees must cancel at least ten business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.
3. Kronos reserves the right to cancel classes up to five business days before the scheduled start date for public courses held in a Kronos Traditional Classroom (KTC) and up to two business days before the scheduled start date for public courses held in a Kronos Virtual Classroom (KVC) due to lack of enrollment or any other unforeseen circumstances.
4. Educational Services purchases are valid for one (1) year from the date of signature. Educational Service purchased but not used within this one year period will expire.
5. All training course delivery scheduled to start outside of normal business hours will be billed in full at a premium rate described below. Customers will be charged as follows:
  1. After Hours
    1. There will be a 1.5 times premium in either per student public or per class private day rates.
    2. After Hours will vary by country. Please consult your local Educational Services trainer for after hours in your country.
  2. Weekend
    1. There will be a 2.0 times premium in either per student public or per class private day rates.

	2. Weekend schedules vary by country. Please consult your local Educational Services trainer for after hours in your country.
3. Holiday	<ol style="list-style-type: none"> <li>1. There will be a 2.0 times premium in either per student public or per class private day rates.</li> <li>2. Holidays recognized will vary by country. Please consult your local Professional Services trainer for holidays observed in your country.</li> </ol>
4. Onsite Support requiring Travel:	<ol style="list-style-type: none"> <li>1. All travel time (portal to portal) will be billed at the current contract rate by role.</li> <li>2. Expense reimbursement is pursuant to the agreement covering such Educational Services between the customer and Kronos.</li> <li>3. Travel time above two hours in any one direction will be billed at the current contract rate by role.</li> </ol>

*Travel:*

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

*Other Policies:*

1. Kronos personnel working at the Customer site shall have access to necessary infrastructure (servers, network, etc.).
2. In instances where Kronos personnel are working remotely access will be granted through the use of industry standard tools (DTS, GoToMyPC, PCAnywhere, etc.).
3. Customer agrees to not hire any Kronos employee who has performed services under the Agreement for a period of one-year after the completion of such services.
4. All required system administration, maintenance, backups, tuning, etc., is the responsibility of the Customer.
5. Customer Data: To perform the Implementation and to provide support after completion, Kronos may need to access and retain information regarding your employees and business organization. Kronos will take all reasonable steps to limit and safeguard the security of this information. We may make recommendations to enhance your organization's procedures for securing your data - these recommendations are intended to enhance the security of any sensitive information that is provided to us. However, there are no guarantees that they will ensure the security of your information, nor should Kronos' actions be viewed as the only safeguards necessary. The security of your data is ultimately your responsibility.

**Exhibit F:**

**Policies - Workforce Central SaaS**

**Workforce Central Suite SaaS Applications**

Kronos will provide service releases for a minimum of five years after a major service release, unless foundational underlying third-party technologies are deprecated. In either scenario, Kronos will provide notice of the date of termination of engineering for Workforce Central released versions with advanced notice for our customers; typically eighteen months or more prior to the end of engineering date.

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

Workforce Analytics (WFAN) — supported components include:

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

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

All Analysis Services Cubes found in the Workforce Analytics databases.

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

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

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

*The SaaS Application product hierarchy is: Version . Release . Service Release*

Updates

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

Support Exclusions

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

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

## Service Coverage Period

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

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

### **Support Services groups:**

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

## Priority Based Support

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

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

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

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

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

A workaround is available.

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



- [How do I set up a holiday pay rule?](#)
- [How do I run a report?](#)

A workaround is available on the Kronos Community.

#### Response Time

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

High	1 hour
Medium	4 hours
Low	8 hours

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

#### Critical Outages

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

#### Technical Escalation

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

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

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

#### Management Escalation

Customers may, at any time, ask to speak to a Kronos manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a Kronos Global Support manager, please telephone your Kronos

Support Services center and ask to speak to a manager. Phone numbers are listed on the Kronos Community at <https://community.kronos.com/s/article/ka36100000ACDuAAO/KB13193>.

#### Technical Account Manager (TAM) Support Service

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

#### Search

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

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

#### Technical Advisories

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

#### HR and Payroll Resource Library

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

#### Service Releases

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

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

#### Knowledgebase

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

## Case management

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

## Documentation

Online access to documentation in the Kronos Community is available for most of Kronos' products, for example:

- Configuration guides
- User guides
- System administrators guides

## Groups

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

## Remote Support

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

## Service Coverage Period

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

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

## Exhibit G:

### ADDENDUM TO WORKFORCE CENTRAL - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

This Addendum is hereby incorporated into and made a part of the Kronos Workforce Ready – Software as a Service Terms and Conditions (“Terms and Conditions”) by and between Kronos Incorporated, a private corporation (“Kronos”) and Manatee County, a political subdivision of the State of Florida, 1112 Manatee Avenue West, Bradenton, Florida 34205, (“County”) (each a “party” and collectively the “parties”). The Terms and Conditions and the Addendum shall be collectively referred to as the “Agreement.”

1. CONFLICT. To the extent of any conflict between the Terms and Conditions and the Addendum, the provisions contained in the Addendum shall control.
2. NOTICE. All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government  
Human Resources Department  
Attn: Director  
1112 Manatee Avenue West  
Bradenton, FL 34205  
Phone: (941) 748-4501  
Email: kim.stroud@mymanatee.org

To KRONOS: Kronos Incorporated  
900 Chelmsford St  
Lowell, MA 01851

3. GOVERNING LAW; DISPUTE RESOLUTION. The Agreement is governed by Florida law. Any dispute arising from or related to the Agreement will be resolved in accordance with the applicable portions of the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in the Agreement shall not be final until an amendment to the Agreement has been approved and executed by the County’s Purchasing Official, or his/her designee and Kronos. Kronos agrees it will exhaust all dispute resolution procedures for a dispute set forth in the Manatee County Purchasing Code prior to instituting any action in state or federal court or before any administrative agency or tribunal, except with regards to Kronos’s right to seek injunctive relief for the protection of intellectual property rights or breach of confidentiality under Section 5 below. The venue for any legal proceeding, if in state court, shall be exclusively in Manatee County, Florida, and if in federal court, shall be in the Middle District of Florida, Tampa Division.
4. PUBLIC RECORDS. Notwithstanding any other provision of the Agreement, the County will not be required to hold confidential any information or records required to be made available to the public pursuant to Chapter 119, Florida Statutes, provided that other than a disclosure pursuant to Chapter 119, Florida Statutes, County shall remain obligated protected Confidential Information as set forth in Section 5 herein. This provision shall survive the termination or expiration of the Agreement until such time that all Confidential Information has been returned, or destroyed and certified in writing as destroyed, by the parties.

Notwithstanding anything contained herein, the CONTRACTOR agrees that if it is acting as “Contractor” as defined in the Section 119.0701, F.S. under this Contract, CONTRACTOR will comply with the following. As provided under Section 119.0701, F.S., if the CONTRACTOR: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the pursuant to Section 119.0701,

Florida Statutes, to the extent Kronos is performing services on behalf of the County, Kronos shall:

- A. Keep and maintain public records that would ordinarily be required by the County to perform the Services.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if Kronos does not transfer the records to the County.
- D. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Kronos or keep and maintain public records required by the County to perform the Services. If Kronos transfers all public records to the County upon completion of the Agreement, Kronos shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Kronos keeps and maintains public records upon completion of the Agreement, Kronos shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**IF KRONOS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Phone: 941.742.5845**

**Email: [Debbie.Scaccianoce@mymanatee.org](mailto:Debbie.Scaccianoce@mymanatee.org)**

**Mail or hand delivery:**

**Attn: Records Manager**

**1112 Manatee Avenue West**

**Bradenton, FL 34205**

5. CONFIDENTIALITY.

- A. "Confidential Information" is hereby designated as "trade secrets" and is defined as the following:
  - i. Any information or data in the form of specifications, technical information or otherwise furnished to County under this Agreement;
  - ii. the business or technical information of Kronos, including but not limited to any information relating to Kronos's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how, as well as the Services, SaaS Applications, Educational Content, Equipment, and Documentation (as defined in the Terms and Conditions); and

- iii. any other information reasonably and appropriately designated in writing by Kronos as “trade secret” which, under the circumstances taken as a whole, would reasonably be deemed to be confidential under applicable law.
  - B. “Confidential Information” shall not include information that:
    - i. is in or enters the public domain without County's breach of the Agreement;
    - ii. County receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or
    - iii. County develops independently, which it can prove with clear and convincing written evidence.
  - C. County agrees, to the maximum extent allowable under Section, 812.081 Florida Statutes, to take all measures reasonably required to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures County uses to maintain the confidentiality of its own information of equal importance. County further agrees to only use Confidential Information disclosed in connection with this Agreement solely to exercise its rights and perform its obligations under the Agreement.
  - D. County agrees to inform its employees of their confidentiality obligations regarding the Licensed Program and any other Confidential Information of Kronos. County further agrees to ensure that contract employees (including temporary employees) of County agree to confidentiality obligations similar to those of this Agreement.
  - E. In the event of a third-party challenge to the Confidential Information, County shall provide prompt notice to Kronos, and Kronos shall provide the County with any evidence deemed necessary to successfully defend the legal challenge and establish that the Confidential Information meets the criteria set forth in Section 812.081(1)(c), Florida Statutes.
  - F. If a party commits, or threatens to commit, a breach of this Section 5, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.
- 6. **TAXES.** The County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51- 02-027548-53C). Therefore, Kronos is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect Kronos’s normal tax liability. Kronos shall be responsible for payment of federal, state, and local taxes which may be imposed upon Kronos under applicable law to the extent that Kronos is responsible for the payment of same under applicable law. Notwithstanding the foregoing, Customer shall provide to Kronos a validly issued tax-exempt certificate, or other sufficient evidence of tax exemption.
- 7. **CONTINGENCY.** The County’s performance and obligations to pay under the Agreement are contingent upon the Manatee County Board of County Commissioners appropriating funds in its approved budget in each fiscal year of the Agreement. The County may terminate the Service in the event of a reduction in appropriations to any fund(s) from which Kronos is to be paid for Service ordered under this Agreement but not yet delivered. Customer will provide a thirty (30) day prior written notice in the event of such termination to Kronos and Customer agrees to pay for the products delivered and the services performed prior to the receipt of such notice by Kronos. In the event of such termination, Customer shall not be entitled to a refund of pre-paid services, such as the support fees. Customer acknowledges that by executing an Order Form for the Service, Customer has received fiscal appropriations for the amounts due during the Term as indicated on such Order Form.
- 8. **NON-DISCRIMINATION.** Kronos shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or age. In accordance with Section 287.134(2)(a), Florida Statutes, Kronos warrants that it is not currently on the discriminatory Contractor list and agrees to notify the County if placement on the discriminatory Contractor list occurs.

9. PUBLIC ENTITY CRIMES. Kronos has been made aware of the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the County's requirement that Kronos comply with it in all respects prior to and during the duration of the Agreement by warranting that it is not currently on the convicted Contractor list, it has not been placed on a convicted Contractor list in the past 36 months, and agrees to notify the County if placement on a convicted Contractor list occurs.
10. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein shall be interpreted as a waiver by County of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or immunities. County expressly reserves these rights to the full extent allowed by law.
11. DATA BREACH NOTIFICATIONS. Kronos agrees to comply with all laws applicable that require it to notify individuals in the event of the unauthorized release of personally identifiable information or other event requiring notification, including without limitation Section 501.171, Florida Statutes. In the event of a breach of any of Kronos's security obligations resulting in unauthorized disclosure of Subscriber Data that is non-public personal information, or other event requiring notification by Kronos under applicable law, Kronos agrees to: (1) notify the County by telephone and e-mail of such an event within 72 hours of discovery; and (2) reasonably coordinate with the County to inform all such individuals to the extent required under and in accordance with applicable law.

**IN WITNESS WHEREOF**, the parties hereto, or their lawful representatives, have executed this Addendum to the Agreement on the day and year set forth next to their signatures below.

**MANATEE COUNTY, a political subdivision  
of the State of Florida**

By: *Jacob Erickson* / *CHRIS DALRY* *9/14/2021*  
Jacob Erickson, Procurement Official Date  
*for*

**KRONOS INCORPORATED**

DocuSigned by:  
By: *Karan Malik* Order Processing Analyst II 8/18/2021 | 1:16 AM PDT  
[NAME] [TITLE] Date



# Order Form - Workforce Central SaaS for SMB

Quote #: 681200-1  
 Expires: 9/30/2021  
 Prepared By: Stephanie Kirkparick

Order Type: Standard  
 Date: 3/10/2021

Bill To: Attn: Touhue Vang  
 Manatee County EMS  
 1112 Manatee Ave W Suite 525  
 Bradenton, FL 34205

Ship To: Attn: Touhue Vang  
 Manatee County EMS  
 1112 Manatee Ave W Suite 525  
 Bradenton, FL 34205  
 Email: exception@kronos.com  
 FOB: Shipping Point  
 Ship Method: FedEx Ground  
 Freight Terms: Prepay & Add

Solution ID: 6105541  
 Currency: US  
 Customer PO #:  
 Data Center: USA  
 Executive Name: 0  
 Executive Email: 0  
 Program Manager Name: 0  
 Program Manager Email: 0

### Notes:

Initial Term: Three year  
 Billing Start Date: 120 days from execution of Order Form  
 Renewal Term: One Year  
 Payment Terms: Net 45  
 Billing Frequency (unless otherwise noted, all invoices are due per the payment terms noted above):  
 Applications: Monthly In Arrears  
 Professional Services: 3 Consecutive Equal Monthly Payments, commences at signing  
 KnowledgePass & Education Subscription: Upon execution of Order Form

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

The Professional Services TSG SMB Implementation guidelines are attached to this Order Form

### AI PICA 1

Item	License/Qty	PEPM	Monthly Price
Workforce TeleStaff Enterprise Bundle V7.1 +	255	\$8.00	\$2,040.00
Workforce TeleStaff Bidding v7.1 +	255	\$0.00	Included
<b>Monthly Total:</b>			<b>\$2,040.00</b>

### C OUD STAFF CTS

Item	Qty	Unit Price	Monthly Price
Read-Only ODBC Access to WFC/HR Database	1	\$0.00	\$0.00
<b>Total Monthly:</b>			<b>\$0.00</b>

### A La Carte Services

Item	Qty	Unit Price	Total Price
Additional business unit with continuous 24/7 staffing requirements (Examples: Patrol, Jail, Fire Suppression)	1	\$11,000.00	\$11,000.00
Bidding (1 position or 1 vacation)	2	\$1,200.00	\$2,400.00
<b>Total Price</b>			<b>\$13,400.00</b>

### CORE IMPLEMENTATION SERVICES

Item	Duration	Total Price
Implementation TSG SaaS SMB		\$20,000.00
Implementation TSG SaaS SMB A La Carte		\$13,400.00
KnowledgePass SaaS WFC SMB		Included
Training Points WFC SaaS SMB	2,750	Included
<b>Total Price</b>		<b>\$33,400.00</b>

### SUMMARY

Item	Total Price
Monthly Application Fee	\$2,040.00
<b>Total Monthly Service Fees:</b>	<b>\$2,040.00</b>
Implementation TSG SaaS SMB	\$20,000.00
Implementation TSG SaaS SMB A La Carte	\$13,400.00
<b>Total One Time Fees:</b>	<b>\$33,400.00</b>

Manatee County EMS

By: *[Signature]*  
 Name: CHRIS DALRY  
 Title: PROCUREMENT PROJECT MANAGER  
 Date: 8/19/2021

*FOR PROCUREMENT OFFICIAL*

Kronos Incorporated

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 DocuSigned by: *Santa*  
 OF1378E0C0A6472...

Order Processing Analyst I

8/19/2021 | 12:00 AM PDT

Kronos | Time Attendance - Scheduling - Absence Management - HR & Payroll - Hiring - Labor Analytics



## WORKFORCE TELESTAFF IMPLEMENTATION SERVICES GUIDELINE

The following applies to all entitlements within TeleStaff SaaS SMB implementations:

Kronos Delivered Value	
Workforce TeleStaff Entitlement	<p>Paragon Implementation methodology: Kronos SaaS SMB fixed scope, remote implementations follow our Paragon methodology – an iterative, collaborative approach, driven by value and realized through collaboration. Paragon is bolstered by tools and techniques and Kronos process recommendations.</p> <p>Project Management services including:</p> <ul style="list-style-type: none"> <li>• Creation and maintenance of an online project workspace, work plan, issues and risks management, status calls and reports.</li> <li>• Kronos Project Manager will work with customer Project Manager to jointly run project.</li> <li>• Project Management includes transition to Kronos Global Support after the first deployment go-live.</li> </ul> <p>Implementation approach:</p> <ul style="list-style-type: none"> <li>• Kronos will conduct one remote assessment with your project team to create one solution design for your organization.</li> <li>• Your team will conduct one testing cycle to accept that solution, which Kronos will support.</li> <li>• Kronos will support one production cutover.</li> </ul> <p>Technical Architecture: Two environments (1 Production, 1 Development)</p> <p>Training: We train your core team and provide you with KnowledgePass collateral and toolsets to train your end-users. Kronos training curriculums can be reviewed on the Kronos customer website.</p> <p>Rapid Implementation: Kronos SaaS SMB fixed scope implementations are designed to deliver value quickly to your organization. Project timelines generally span 6 months depending on the number of value-added services selected. Implementation support for these time spans are included in the package. Extended project timelines requested by customers can be supported with additional professional services agreed via change order.</p>



## WORKFORCE TELESTAFF STANDARD SERVICES

Kronos Delivered Value	
Workforce TeleStaff Entitlement	<p>One-time data import of customer supplied person data in Kronos format</p> <p>Leave Requests</p> <p>Shift Trades</p> <p>Accrual Management with a one-time data import of customer supplied accrual data in Kronos format</p> <p>Event Deployment</p> <p>Signup Processes</p> <p>Overtime/Off Duty Scheduling Processes</p> <p>Minimum Staffing</p> <p>Fatigue Rules</p> <p>SMS Configuration (Text via Twilio)</p> <p>Bidding – 1 Position and 1 Vacation</p> <p>Standard Payroll Export</p> <p>Standard Reports</p> <p>One production cutover</p> <p>Standard WFR/WFTS integration bundle (if applicable)</p> <p>Assumptions:</p> <ul style="list-style-type: none"> <li>• Includes 1 Institution               <ul style="list-style-type: none"> <li>• Includes 1 unique business unit with continuous 24/7 staffing requirements (<i>Examples: Patrol, Jail, Fire Suppression, Communications</i>)</li> <li>• Includes 1 administrative schedule group with no staffing rules</li> </ul> </li> <li>• Customer is responsible for data setup for:               <ul style="list-style-type: none"> <li>• Events</li> <li>• Assignment Templates</li> <li>• Cloned Bids</li> </ul> </li> </ul>



## WORKFORCE TELESTAFF VALUE ADDED SERVICES

The following value-added services are available for Workforce TeleStaff SaaS SMB implementations for an additional fee and if identified on the Order Form. Refer to the Kronos order form for a list of a la carte services included with your purchase.

Kronos Delivered Value	
Workforce TeleStaff	(#) Additional business unit with continuous 24/7 staffing requirements (Examples: Patrol, Jail, Fire Suppression, Communications) (#) Additional administrative schedule group, no staffing rules (#) Additional go live/deployment 2 pay cycles 3rd party imports (person and/or accrual)/exports (roster) using Kronos standard formats <ul style="list-style-type: none"> <li><i>Assumption:</i> Kronos will provide standard file formats for the import/export interfaces and the customer will be responsible to organize the data into the correct format</li> </ul> Standard WFC/WFTS integration bundle Standard WFD/WFTS integration bundle Additional Institution integration mapping (#) Onsite days (3 days minimum) price is per day, does not include travel expenses Workforce TeleStaff Administration Training Workforce TeleStaff Bid Administration Training Workforce TeleStaff Staffer Training IVR Configuration (Phones via Aspect) LDAP SSO Authentication (#) Bidding (1 position OR 1 vacation) Implementation of a new business unit in existing database





## OFFICE OF THE COUNTY ATTORNEY

WILLIAM E. CLAGUE, COUNTY ATTORNEY  
Sarah A. Schenk, Chief Assistant County Attorney \*  
Christopher M. De Carlo, Chief Litigator  
Pamela J. D'Agostino, Assistant County Attorney  
Anne M. Morris, Assistant County Attorney  
Alexandria C. Nicodemi, Assistant County Attorney  
Douglas E. Polk, Assistant County Attorney  
Sarah E. Warren, Assistant County Attorney\*  
Camilo A. Soto, Assistant County Attorney

### MEMORANDUM

DATE: May 7, 2021  
TO: Jacob Erickson, Procurement Official  
THROUGH: William E. Clague, County Attorney  
FROM: Anne M. Morris, Assistant County Attorney  
RE: **Kronos Workforce Ready and Telestaff Agreements; Request for Legal Services No. 2021-0176**

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This memorandum is in response to the above referenced Request for Legal Services ("RLS") in which the Procurement Division requested legal review of two (2) Software as a Service Agreements with Kronos, SAASHr., Inc., and Kronos Incorporated ("Agreements"). No specific legal issues were identified in the RLS.

Attached to this RLS response is a redline version of the Agreements and proposed addendums that contain standard Manatee County terms and conditions (many of which are required by Florida law) that are routinely required by the Office for agreements of this nature. Subject to Kronos, SAASHr., Inc., and Kronos Incorporated acceptance of the proposed changes in the Agreements and the addendums these documents are in legally sufficient for execution by the Procurement Official. This Office expresses no opinion as to the business decision to enter into the Agreements.

This completes my response to this RLS. Should you have any further questions or if I can be of further assistance, please do not hesitate to contact this office.

**Copies to:** Dr. Scott Hopes, Acting County Administrator  
Karen Stewart, Deputy County Administrator  
Jan Brewer, Director, Financial Management Department  
Kim Stroud, Director, Human Resources Department

\* Board Certified in City, County, & Local Government Law

Approved in Open Session 9/14/21  
Manatee County  
Board of County Commissioners



## Board of County Commissioners September 14, 2021 - Regular Meeting

### **SUBJECT**

EXECUTION OF KRONOS WORKFORCE READY SAAS AGREEMENT AND KRONOS WORKFORCE CENTRAL SAAS AGREEMENT FOR A TIME AND ATTENDANCE AND LEAVE MANAGEMENT SYSTEM

### **Category**

CONSENT AGENDA

### **Briefings**

None

### **Contact and/or Presenter Information**

Presenter: Ashley Burton - Interim Human Resources Director, Human Resources Department, Ext. 3862

Contact: Brooke Baker - Procurement Team Leader, Financial Management Department, Ext. 3039

### **Action Requested**

Authorization for the Procurement Official, or designee, to execute the Kronos Workforce Ready SaaS Agreement and the Kronos Workforce Central SaaS Agreement.

### **Enabling/Regulating Authority**

Manatee County Code of Laws

### **Background Discussion**

On September 1, 2020, at the request of the Human Resources Department, the Procurement Division solicited RFP No. 20-R075104BB for a Time and Attendance and Leave Management System. The objective of the RFP was to identify and engage a technology solution partner to perform a high-level discovery and requirements definition project to replace the County's current time and attendance and leave management platforms with a cloud-based unified technology platform that includes time and attendance and leave management functions. In response to the RFP, five responsive, responsible proposals were received from the following companies:

1. CentralSquare Technologies, LLC
2. Kronos SaaShr, Inc.
3. NOVAtime Technology, Inc.
4. TimeClock Plus, LLC
5. WorkForce Software, LLC

On October 29, 2020, the Evaluation Committee convened to conduct technical evaluations of the responsive, responsible proposals received. On November 3, 2020, the Evaluation Committee reconvened to complete the technical evaluations which resulted in a unanimous vote to shortlist the following three top-ranked firms:

1. Kronos SaaShr, Inc.
2. TimeClock Plus, LLC
3. WorkForce Software, LLC

The three shortlisted firms provided technical demonstrations to the Evaluation Committee on the following dates:

1. Kronos SaaShr, Inc. – November 16, 2020
2. TimeClock Plus, LLC – November 18, 2020
3. WorkForce Software, LLC – November 23, 2020

On December 1, 2020, the Evaluation Committee met for the final technical evaluations which resulted in a unanimous recommendation to enter into negotiations with the top-ranked firm, Kronos SaaShr, Inc.

The Kronos Workforce Ready and Workforce Central Agreements are three (3)-year agreements which shall provide the County, Clerk's Office, Sheriff's Office, Property Appraiser's Office, and Tax Collector's Office with workforce management and human capital management through a unified platform that simplifies the tedious tasks involved with monitoring employee time and attendance, labor tracking, and data collection. The automated time-tracking software will control labor costs and minimize compliance risk while improving workforce productivity and engagement.

The Human Resources Department estimates that the annual expenditure for the Kronos Workforce Ready SaaS Agreement will be approximately \$150,000 per year and estimates that the annual expenditure for the Kronos Workforce Central SaaS Agreement will be approximately \$26,000 per year. The one-time implementation fees for the Workforce Ready and Workforce Central software are \$155,680.00 and \$33,400.00 respectively. The Human Resources Department is requesting that funding for the Agreements be directly associated with the Board of County Commissioners (BCC)-approved departmental budget. Any deviation in funding allocated to the Agreements shall require a Budget Amendment be brought before the Board of County Commissioners for approval prior to the expenditure of funds.

**Attorney Review**

Formal Written Review (Opinion memo must be attached)

**Reviewing Attorney**

Nicodemi

**Instructions to Board Records**

Originals to Board Records.

Copies to:

- Human Resources Department - Ashley Burton (ashley.burton@mymanatee.org)
- Financial Management Department - Brooke Baker (brooke.baker@mymanatee.org) / (approvedeagendas@mymanatee.org) **Distributed 9/17/21 RT**

**Cost and Funds Source Account Number and Name**

One-Time Implementation Fees - \$189,080.00 - Various Accounts Based on the BCC-Approved Departmental Budget

**Amount and Frequency of Recurring Costs**

Estimated Annual Expenditure - \$176,000.00