

CONTRACT AMENDMENT #2

Sealed Bid # 18-6390

Contract #18220

Date of Amendment: August 25, 2021

Owner: Cobb County Board of Commissioners. Cobb County, Georgia
Contractor: Kronos Incorporated
Project: Bid # 18-6390, Workforce Management Systems and Related Products, Services and Solutions

Current Contract Term: March 18, 2019 to March 17, 2022

This action amends the current contract dated March 18, 2019, for Sealed Bid # 18-6390. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his/her agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope.

Addition of UKG Pro Discount % and Terms and Conditions as per Section L and the Revised Cost Proposal Form

This amendment serves as confirmation that Cobb County Government has approved the modification of terms and conditions per the attached. This amendment will cover the period August 25, 2021 through March 17, 2022.

ACCEPTED - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.

OWNER

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Georgia 30090

Signed: _____

Title: Purchasing DirectorDate: 8/26/2021**CONTRACTOR**

Kronos Incorporated
900 Chelmsford Street
Lowell, MA 01851

Signed: _____

Title: Chief Revenue OfficerDate: 8/25/21

Section L

UKG Pro SaaS Terms and Conditions

This Section applies to the UKG Pro Services ordered by Customers as more fully detailed in the applicable Order Form in addition to Section A.

1. Definitions

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

Application(s) - means those UKG Pro software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Section L, Section A and the Order Form.

Billing Start Date – as set forth in an Order Form.

Customer Data – all posts or otherwise inputs into the Service, including but not limited to information, data (such as payroll data, vacation time, hours worked or other data elements associated with an Authorized User), text, multimedia images (e.g. graphics, audio and video files), or compilations.

Documentation - means the published online specifications for the Applications, such as user manuals and administrator guides.

Initial Term - means the initial term of the Services as identified on an Order Form.

Order Form - means an order form mutually agreed upon and signed by Kronos and Customer setting forth, among other things, the offerings ordered by Customer and to be provided by Kronos and the fees to be paid by Customer.

Renewal Term - means the renewal term of the Services as identified on the Order Form.

SaaS Services - Consist of providing the necessary network infrastructure, computer hardware, third party software, database administration services and connectivity point at the SaaS Site.

SaaS Site - Location for the necessary software and hardware to provide the SaaS Services.

Services - The UKG Pro Applications, support and SaaS Services on a subscription basis as set forth in an Order Form.

2. Billing

2.1 Customer agrees to pay Kronos for all subscription fees, Launch fees, consulting services fees or other fees and Kronos will invoice the fees as indicated on an Order Form. Unless otherwise agreed to on an Order Form, fees shall be invoiced as incurred. For each Order Form, the billing period of the fees will start as set forth in an Order Form and will continue for the time period indicated as the Initial Term on the Order Form. Customer will pay the fees on the payment terms indicated on the Order Form via ACH or mail, or as otherwise set forth in an Order Form. Unless expressly provided in this Section L, Customer payments are non-refundable.

2.2 All undisputed invoices and expense reimbursements are due within thirty (30) days of Customer's receipt of invoice. All disputes regarding invoices shall be made by Customer in good faith within thirty (30) days of Customer's receipt of invoice.

2.3 Kronos may utilize a script, program, sequence of instructions or functional equivalent to determine an accurate number of personnel using or having access to the Applications. The results of, and information obtained from, the electronic analysis shall be subject to the Confidential Information section outlined in this Section A.

2.4 At the expiration of the Initial Term, and at the expiration of each Renewal Term, the Services will automatically renew for a Renewal Term. For each Renewal Term, Kronos may increase the fees by no more than four percent (4%) over the previous year's fees for the same Applications and the same licensed quantity and employee type. The increased fees will be set forth in the applicable invoice.

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

2.6 Kronos may suspend the Services if any undisputed amount that Customer owes Kronos is more than thirty (30) days overdue. Kronos will provide Customer with at least ten (10) days prior written notice that the Customer's account is overdue before Kronos suspends the Services. Upon payment in full of all overdue amounts, Kronos will promptly restore the Services.

3. Term, Termination and Effects of Termination

3.1 Term of an Order Form. The Initial Term of an Order Form will be as set forth in such Order Form. Following the Initial Term of an Order Form, such Order Form will automatically renew as set forth in the Order Form (each, a "Renewal Term") until such time as either party provides the other with written notice of termination; provided, however, that: (a) such notice be given no fewer than sixty (60) calendar days prior to the last day of the then-current term and (b) any such termination will be effective as of the date that would have been the first day of the next Renewal Term. Unless terminated as provided in the Agreement, this Order Form shall remain in effect as long as the Agreement is in effect.

3.2 Termination. If either Party materially breaches any of its duties or obligations hereunder and such breach is not cured, within thirty (30) calendar days after written notice of the breach, which such notice shall contain reasonably sufficient detail regarding the alleged breach, then the non-breaching Party may terminate the applicable Order Form adversely affected by such breach.

3.3 Effects of Termination. Upon Customer's written request and if ordered by the Customer, within five (5) business days of termination of this applicable Order Form, Kronos shall provide to Customer a copy of Customer's UKG Pro Pay and People Center data in a standard structured query language "SQL" server format via secured file transfer protocol "SFTP" server or similar method at a cost identified on the applicable Order Form to be billed as incurred.

In addition, upon expiration or termination of this Agreement or of the applicable Order Form for any reason, Kronos shall completely destroy or erase all copies of Customer's Confidential Information in Kronos's possession in any form, including but not limited to electronic, hard copy or other memory device except for (i) Customer's Confidential Information contained in any backup which shall be retained for a term of up to ninety (90) days from the date of termination, or (ii) as otherwise set forth in this Agreement or in any Order Form.

4. Services

4.1 The Services which may be ordered under this Section L will be detailed in an Order Form. Each Order Form will reference this Agreement, specify the type, quantity, and price of the offerings being purchased, payment terms, and be signed by the Parties. Kronos may fulfill its obligations related to certain services through its Kronos's affiliates and parent company. Customer acknowledges and agrees that the right to use the Services is limited based upon the number of employees licenses as identified on the Order Form, and Customer's payment of the corresponding Subscription Fees identified on the Order Form. Customer agrees to use the Applications only for the number of employees stated on the total of all Order Forms for the applicable Applications. Customer agrees not to use any other Application nor increase the number of employees using an Application unless Customer enters into an additional Order Form that will permit the Customer to have additional employee. Additional launch services may also be required to be ordered at the applicable fees with such additional employee licenses.

4.2 If testing services appear on the Order Form, UKG shall provide certain UKG Pro Testing Services for human resources and payroll administration, as applicable. Customer will receive up to a maximum of four (4) Restores (initial and/or subsequent loading of Customer's data from Customer's production environment to Customer's test environment) per twelve (12) month period ("Test Period"). Customer acknowledges that the test environment, while functionally the same as the production environment is not scaled for, nor designed to replicate a fully operational production environment. Customer will identify the key contact personnel who will be responsible for scheduling and coordinating all activities related to the implementation and ongoing maintenance of the test environment.

5. Proprietary Protection and Restrictions

5.1. Kronos has and shall have sole and exclusive ownership of all rights, title, and interest in the Applications and all modifications and enhancements thereof (including ownership of all trade secrets copyrights, and intellectual property rights pertaining thereto). Customer is only permitted to use the Applications, for its own employees and the employees of its Affiliates and is not permitted to provide service bureau, data processing, time sharing services or to otherwise provide payroll or human resource record keeping for third parties.

5.2 To the extent that any third party software is provided herein, Customer agrees that it shall only use such software in conjunction with the Services. Customer acknowledges that it is prohibited from engaging in, causing, assisting or permitting, the reverse engineering, disassembly, translation, adaption or recompilation of the Services and any third party software and that it shall not attempt to obtain or create the source code from the object code of the Services and third party software provided to it pursuant to this Agreement, unless explicitly permitted by applicable law.

5.3 Customer acknowledges that it will not use the Services or any third party software for any illegal purpose or activity. Customer agrees to comply with Applicable Laws. Further, the specific record retention schedules established under Applicable Laws applicable to Customer are the responsibility of Customer and are not the responsibility of Kronos or the services being provided under the Agreement. Kronos has no responsibility or liability for maintaining or retaining said records for Customer.

5.4 Kronos hereby represents and warrants to Customer that the Services will not violate the patent, copyright, or other proprietary rights of any third party.

6. Ownership and Use of Kronos Intellectual Property

6.1 Kronos materials and intellectual property in existence prior to this Agreement or created, developed or acquired during the term of this Agreement, including without limitation ideas, inventions, suggestions, Feedback or other information created as a result of Kronos's efforts under this Agreement ("Kronos Intellectual Property") are the sole and exclusive property of Kronos.

6.2 Customer may provide suggestions, comments or other feedback (collectively, "Feedback") to Kronos. Kronos may use Feedback for any purpose without obligation of any kind.

7. Customer Data

7.1 Customer shall retain ownership of the entire right, title and interest in and to Customer Data. No ownership rights in such materials, data and information are transferred to Kronos.

7.2 Kronos shall maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data as more fully set forth in Exhibit L-2 "Data Security and Privacy".

8. Product Support Services

8.1 Kronos shall maintain a product-trained and knowledgeable staff capable of rendering the Services set forth in an Order Form. Kronos will use all reasonable diligence to correct verifiable and reproducible errors when reported to Kronos.

8.2 Kronos Product Support Services include (i) customer phone, email, and online support 24 hours a day/7 days a week, (ii) a designated account manager available between normal business hours (8:30 am to 5:30 pm Customer's time zone Monday through Friday), (iii) periodic enhancements and modifications to the Applications furnished by Kronos, and (iv) to the extent applicable to the Applications, federal, state and local tax payroll updates.

9. Force Majeure

Kronos shall not be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, epidemic or pandemic of contagious disease, strike, war, riots, acts of civil or military, judicial actions, acts of God, or any other casualty or natural calamity.

10. Sub-processors

10.1 Kronos remains responsible for the confidentiality obligations as set forth in this Agreement and for the acts of any service provider and/or sub-processor Kronos retains in this regard, Kronos reserves the right to have Confidential Information and/or Customer Data accessed by Kronos's service providers, sub-processors and/or employees, some of whom may be outside the United States or Canada for the sole purpose of performing or upgrading services for the Customer.

10.2 Customer agrees that Kronos may use sub-processors to fulfill its contractual obligations under this Agreement. The list of sub-processors that are currently engaged by Kronos to carry out processing activities on Customer Data on behalf of Customer can be made available to Customer upon Customer's written request. Customer hereby authorizes the engagement as sub-processors of all entities set forth in such list. Customer further generally authorizes the engagement as sub-processors of any other third parties engaged by Kronos for such purposes. The foregoing authorizations will constitute Customer's prior written consent to the subcontracting by Kronos of the processing of Customer Data if such consent is required under Applicable Law.

11.3 At least thirty (30) days before any new sub-processor will carry out processing activities on Customer Data on behalf of Customer, Kronos will update the applicable list and provide Customer with a mechanism to obtain notice of that update. Customer may object, on reasonable data protection grounds, to any such new sub-processor by providing notice of such objection to Kronos within ten (10) days of Customer's receipt of notification of the addition of the new sub-processor by Kronos. In the event Kronos, in its sole discretion, is unable to forego the utilization of any such objected to new sub-processor for the processing of Customer Data or is otherwise unable to reasonably correct or remedy the Customer's objection within thirty (30) days of Kronos's receipt of such objection from Customer, the Customer may terminate the impacted services upon written notice to Kronos. This termination right is Customer's sole and exclusive remedy if Customer objects to any new sub-processor.

11.4 When engaging any sub-processor Kronos will enter into a written agreement with the sub-processor and such written agreement with the sub-processor will require the sub-processor to (i) have appropriate technical and organizational measures to meet the requirements of applicable data protection laws, (ii) be bound to confidentiality obligations at least as restrictive as those contained in this section of this Agreement, and (iii) Kronos will remain responsible for the performance of the sub-processor's processing of Customer Data and compliance with applicable data protection laws.

11. STANDARD OF CARE, LIMITED WARRANTY

12.1 KRONOS WARRANTS THAT THE SAAS SERVICES RENDERED WILL CAUSE THE APPLICATIONS TO SUBSTANTIALLY PERFORM IN ACCORDANCE WITH THE DOCUMENTATION. IN THE EVENT OF A BREACH OF THE FOREGOING WARRANTY, AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, KRONOS WILL MAKE ALL NECESSARY CORRECTIONS TO REMEDY SUCH BREACH WITHOUT ADDITIONAL COST TO THE CUSTOMER.

12.2 PROFESSIONAL SERVICES PROVIDED HEREUNDER BY KRONOS WILL BE PERFORMED IN A MANNER CONSISTENT WITH THE STANDARDS AND THE GENERAL CUSTOMS AND PRACTICES OF THE INDUSTRY. EXCEPT AS OTHERWISE PROVIDED FOR IN AN ORDER FORM, CUSTOMER MUST REPORT ANY DEFICIENCIES IN THE LAUNCH OR CONSULTING SERVICES WITHIN SIXTY (60) DAYS FROM THE DATE OF COMPLETION OF SUCH LAUNCH OR CONSULTING SERVICES.

12.3 THE WARRANTIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF, AND KRONOS DISCLAIMS AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. KRONOS FURTHER DISCLAIMS ALL WARRANTIES AND RESPONSIBILITY FOR THIRD PARTY SOFTWARE NOT EMBEDDED IN OR REQUIRED FOR THE APPLICATION TO SUBSTANTIALLY PERFORM IN ACCORDANCE WITH THE DOCUMENTATION, WHICH SHALL BE THE SOLE OBLIGATION OF THE PROVIDER OF THE THIRD-PARTY SOFTWARE. IN THE EVENT DISCLAIMER OF WARRANTY STATEMENTS ARE DISALLOWED IN THE APPLICABLE GOVERNING JURISDICTION, SUCH EXPRESS OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD (OR THE MINIMUM PERIOD REQUIRED BY THE APPLICABLE LAW).

12. LIMITATION OF LIABILITY

IN NO EVENT SHALL KRONOS'S LIABILITY ON ANY CLAIMS FOR DAMAGES OR CHARGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT EXCEED THE AMOUNT OF THE SUBSCRIPTION FEE PAID BY CUSTOMER FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. IN NO EVENT SHALL KRONOS BE LIABLE FOR ANY LOST REVENUES OR LOST PROFITS, OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY NATURE WHATSOEVER HOWEVER ARISING, EVEN IF KRONOS HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

13. Indemnification

Kronos agrees to indemnify, defend, and hold Customer harmless from and against any and all actions, liabilities, damages, losses, expenses, demands, suits, fines, or judgments, in each case arising from a third party (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses relating thereto, to the extent that such Claims arise out of or relate to a claim that any Services infringe or misappropriate any patent, copyright, trade secret, trademark or other proprietary right, provided Customer notifies Kronos in writing immediately upon notice of the Claim and cooperates fully in the defense of such claim. Kronos shall have full and exclusive control of any such defense and settlement of the Claim. Notwithstanding the foregoing, however, the Claims described in this Section will be apportioned between Kronos and Customer on a comparative fault basis to the extent that Claims result from the negligence, gross negligence or willful acts of Customer.

14. General

14.1 The provisions of this Agreement are for the sole benefit of the Parties and they will not be construed as conferring any rights on any third party nor are there any third party beneficiaries to this Agreement.

14.2 The Parties agree that Kronos shall be entitled to refer to the Customer as a Kronos customer, including the use of Customer's name and Customer's logo, on public platforms that include but are not limited to lists of Kronos's customers, and on Kronos's website.

15. Status of Kronos as Independent Contractor

Kronos shall devote such time and effort to the performance of the services it deems necessary to satisfactorily complete the Services. Kronos shall be an independent contractor in the performance of this Agreement and shall not be deemed an employee or agent of Customer for any purpose whatsoever. Neither Party shall have power to act as an agent of the other or bind the other in any respect.

16. SaaS Services

Kronos will provide the SaaS Services at Kronos's SaaS Site. Kronos reserves the right to change the location of the SaaS Site if it deems necessary. At the SaaS Site will be the hardware and software necessary to run and support the Applications from a remote location(s). Customer acknowledges that the SaaS Services may change from time to time as is required by changes to normal business conditions. It is further understood by Customer that any changes to the SaaS Services will be applicable to all Kronos's customers that are utilizing SaaS Services. Kronos will make best efforts to publish such changes to the SaaS Services within a reasonable time frame to the Kronos portal. In any event, Kronos shall make changes that are equivalent or better and will not downgrade the products or services offered to Customer as of the effective date or an Order Form.

16.1 Kronos Responsibilities

- Provide sufficient computer infrastructure, equipment, software, network bandwidth and security within the environment to allow the Customer access to the SaaS Services.
- Maintain, monitor and administer Kronos's federated services infrastructure and, upon request, configure customer instances in the federation environment for Kronos Pro SSO.
- Provide connectivity for the system administration users.
- Provide Customer with release upgrade schedule for the Applications.
- Assign roles and password protection to all system administration users identified by Customer as requiring system administration rights.
- Execute nightly maintenance procedures.
- Maintain business continuity environment and process, which are tested annually
- Execute scheduled cumulative backup procedures (and restore as necessary)
- Maintain application recovery procedures with a recovery point objective of 4 hours
- Maintain cumulative backups pursuant to Kronos's standard retention policy
- Conduct capacity planning, track application and network utilization, forecast growth and the impact on network and infrastructure and size accordingly
- Perform system maintenance and upgrades for the Applications and all third party software required to deploy the SaaS Services.
- Perform SaaS infrastructure and network infrastructure maintenance on the following schedule for the production SaaS Site:
 - Perform system daily maintenance from 3:00 a.m. EST to 5:00 a.m. EST not to exceed a maximum of five (5) hours per month and may include general release upgrades. No additional advanced notice provided.
 - NOTE: Customer may experience intermittent connectivity during these periods or may be restricted from access during these periods.
- Perform emergency maintenance, as required, when necessary. Where possible, Kronos will use commercially reasonable efforts to provide advanced notification.
- Kronos will provide Customer advanced notification of the following maintenance via the support portal.
 - Perform extended release upgrade window as required three (3) times per year on either Saturday or Sunday from 2:00 a.m. EST to 8:00 a.m. EST.
 - Perform extended system maintenance as required once per year on either Saturday or Sunday from 12:01 a.m. EST to 12:00 p.m. EST.

16.2 Customer Responsibilities

- Identify the key contacts responsible for coordinating all activities related to the launch and ongoing operation of the Services.
- Provide the necessary infrastructure and/or software capabilities, network security and directory structure to establish and maintain a SAML 2.0 based single sign-on solution between Customer and Kronos for Kronos Pro SSO, if applicable.
- Provide Kronos with a list of Customer system administration users that require access to the SaaS environment.
- Maintain Customer workstations, running a supported browser.
- Maintain Customer printer environment.
 - Note: MICR check printing requires HP compatible printers
- Maintain Internet connectivity to access SaaS Site.
- Customer shall notify Kronos of events that permit changes to contractual terms, such as significant personnel growth, by providing Kronos with thirty (30) days advanced written notice of its intention to use the Applications for the additional personnel so that Kronos can ensure proper configuration of the Applications.
- Manage, monitor and maintain confidentiality, user security and privacy settings within the Applications for Customer's users, including, but not limited to, user identifications, password setup/change, account lockout frequency, enabling multifactor authentication, and enabling internet protocol filtering.
- Customer will be responsible to provide for the specified connectivity between the Customer's location(s) to the internet. Customer agrees that Kronos will have no liability for and Customer will not be excused from any of its obligations under the Agreement as a result of the quality, speed or interruption of the communication lines from the Customer's location(s) to the internet.

17. Training

17.1 The training Services are included at no additional charge for the term of the Agreement and are as follows ("Training Services"):

• Regional Classroom Training

Kronos shall provide hands-on training at an Kronos regional classroom training facility, pursuant to any published Kronos training schedules and availability and provide a comprehensive agenda for all UKG Pro product training. Training will be facilitated by a trained and knowledgeable instructor. All expenses related to training the employees of Customer at a Kronos regional classroom training facility, such as transportation, hotels, meals, etc., will be the responsibility of Customer.

- **Virtual Learning Environment Training**

Kronos shall provide its live, hands-on classroom training, including a comprehensive agenda and facilitation by a trained and knowledgeable instructor, delivered to Customer's personnel via the Internet. Training is intended for the following audiences:

- Core team training to help key functional and technical users make informed solution design and configuration decisions, and to provide fundamental product knowledge.
- Application & system administrator to prepare functional and technical super users to perform their most common tasks in the solution.

- **Self-Paced Training**

Kronos shall provide self-paced product training via the Internet.

18. Exhibits: The following Exhibits which are referred to herein and annexed hereto are incorporated into and made part of this Agreement (collectively, the "Exhibits"):

Exhibit L-1	Service Level Agreement
Exhibit L-2	Data Security and Privacy
Exhibit L-3	Employer Services

Exhibit L-1
Service Level Agreement

1. Service Level for Production SaaS Services

Kronos's service level objective is to make the Applications available a minimum of ninety nine and three quarters percent (99.75%) of the time as measured over any one month, not to include maintenance as set forth in Section 17.1 of Section L. ("Availability").

2. Kronos Customer Service Severity Level Summary

Kronos uses three (3) levels of priority to identify and track the severity of each service request submitted and its impact on the Customer's organization as set forth in the chart below. Kronos reserves the right to update the chart below to reflect adjustments to Kronos's processes and to enhance Kronos's responsiveness to customer needs. In any event, Kronos shall make changes that are equivalent or better and will not downgrade the products or services offered to Customer as of the Effective Date of this Order Form.

Severity Level	Description	Target Response Time
High	A critical Customer issue with no available workaround where the applications cannot be accessed, or where the applications are experiencing major system degradation, and any other related factors resulting in the customer not being able to process their payroll.	One (1) business hour or immediately via Rapid Response
Medium	A serious Customer issue which impacts ability to utilize the application effectively	Two (2) business hours or immediately via Rapid Response
Low	Non-critical problem generally entailing use and usability issues or "how to" questions	Within four (4) business hours

Exhibit L-2

Data Security and Privacy

1. Data Governance

- a. In the course of providing the Services, Kronos may collect, transfer, store and use Customer Data, as defined in the Agreement. For these purposes, Customer Data may be transferred to or made accessible to (i) Kronos personnel as is required to perform the SaaS Services in accordance with the Agreement and in accordance with applicable data privacy protection laws; (ii) third parties (including, but not limited to, courts, law enforcement, or regulatory authorities), where required by law, provided Kronos will provide reasonable notice to Customer prior to any such disclosure if legally permissible and (iii) to the extent Customer purchases UKG Pro Benefits Administration, PlanSource Benefits Administration, Inc. solely for the purposes of providing UKG Pro Benefits Administration hereunder and in accordance with the standard SaaS environment, security set up, and other policies and procedures of PlanSource Benefits Administration, Inc. and not those of Kronos.
- b. Kronos shall maintain internal company wide policies and procedures addressing the secure storage and handling of Customer Data which shall comply with generally accepted industry standards.
- c. Customer grants to Kronos and its affiliates a non-exclusive, perpetual, irrevocable, worldwide license to use, sample, collect, and compile Customer Data in aggregated, de-identified form for the purposes of providing or maintenance of, improvement to, and operation of the SaaS Services or for any new or different products or services. In addition, to the extent Customer purchases UKG Pro Employee Voice, Customer grants to Kronos the right to sub-license to third parties (currently, Mercer (US) Inc.) the Customer Data, which includes the employee survey responses in a de-identified form for the purposes of improvements to the questions sets and bench marking data.
- d. Kronos may fulfill its obligations related to Applications, as applicable, through its parent UKG Inc. and Kronos' affiliated companies.

2. Privacy and Compliance

Kronos represents and warrants that with respect to the collection, storage, transfer, and use of Customer Data it shall comply with (i) all applicable governmental laws, rules, and regulations, including, but not limited to, the European Union General Data Protection Regulations and the California Consumer Privacy Act ("CCPA"), if applicable, (ii) its privacy notice (available at <https://www.ultimatesoftware.com/privacy-notice>), and (iii) generally accepted industry standards, and shall only collect, store, transfer and use Customer Data if and to the extent required to perform services pursuant to the Agreement. In the event CCPA is applicable to the provision of services under this Agreement, Kronos acknowledges and agrees that it is a service provider as defined under CCPA.

Customer is responsible for complying with the Acceptable Use Policy which can be found at: <https://www.ukg.com/policies/acceptable-use>. "Acceptable Use Policy" and "AUP" are interchangeable terms referring to the policy describing prohibited uses of the service as further described in the link. Kronos and its third party cloud sub-processor reserve the right to review Customer's use of the service and Customer Data for AUP compliance and enforcement. If Kronos discovers an AUP violation, and Kronos reasonably determines that Kronos must take immediate action to prevent further harm, Kronos may suspend Customer's use of the service immediately without notice. In such event, Kronos will contact Customer when Kronos suspends the service to discuss how the violation may be remedied, so that the service may be restored as soon as possible. If Kronos does not reasonably believe it needs to take immediate action, Kronos will notify Customer of the AUP violation. Even if Kronos doesn't notify Customer or suspend the service, Customer remains responsible for any such AUP violation. Kronos will restore the service once the AUP violation is cured or as both Parties may agree.

3. Information Security Management Program

Kronos shall maintain a documented, approved and implemented information security management program in accordance with generally accepted industry standard practices that include reasonable administrative, technical, and physical safeguards to protect assets and Customer Data from loss, misuse, unauthorized access, disclosure, alteration, and destruction. The information security management program will address the following areas: risk management, security policy, organization of information security, human resources security, asset management, access control, cryptography, physical and environmental security, operations security, communications security, system acquisition, development, and maintenance, supplier management, information security incident management, information security aspects of business continuity management, and compliance.

4. Data Protection

When working with Customer Data, Kronos shall maintain the following:

- a. Designated security and privacy personnel and departments responsible for the development and implementation of the information security and privacy practices required by this Agreement and Applicable Law;
- b. Require background checks (including criminal) on its workforce;
- c. Implement reasonably appropriate security and privacy awareness training for all members of its workforce;
- d. Transfer and store Customer Data in an encrypted/secure manner;

- e. Shall not store Customer Data on unencrypted mobile devices or media, such as laptops, phones, USB drives, etc;
- f. Implement reasonably appropriate technical safeguards to protect Customer Data, such as firewalls, intrusions detection systems, logging and monitoring systems, access control systems and encryption;
- g. Restrict access to data, applications, systems, databases and networks to approved users with a business need/job responsibility.
- h. Reasonably timely de-provisioning, revocation or modification of user access to Kronos's systems, information assets and Customer Data shall be implemented by Kronos upon any change in status of employees, contractors, customers, business partners or third parties. Any change in status is intended to include termination of employment, contract or agreement, change of employment, transfer within the organization or change in SaaS Service delivery.
- i. Maintain procedures for data retention and storage, and backup/redundancy mechanisms. Kronos will test the recovery of backups at planned intervals
- j. Implement reasonable physical safeguards to restrict physical access to Confidential Information, such as restricted access requiring authentication, and appropriate environmental controls. Physical security perimeters (which may include fences, walls, barriers, guards, gates, electronic surveillance, physical authentication mechanisms, reception desks and security patrols) shall be implemented to reasonably safeguard Customer Data and Kronos's relevant information systems;

5. Audit Reports and Security Assessments

- a. Kronos will have, at a minimum, an annual site audit of Kronos's information technology general controls including, but not limited to, information security, confidentiality and availability controls, performed by an independent third-party audit firm based on the recognized audit standard SSAE 18 SOC 1 and SOC 2 report or equivalent. Kronos will make available to Customer for review, its SSAE 18 SOC 1 and SOC 2 report or equivalent after the report's publication by the independent audit firm. Customer agrees to treat such audit reports as Confidential Information under this Agreement. Any control exceptions noted in the SSAE 18 SOC 1 or SOC 2 report or equivalent will be addressed in the report with management's corrective action. With the exception of Workforce Ready, Kronos maintains certification to ISO 27001 and ISO 27018 and will make the certificate of registration available to Customer upon request.
- b. Kronos will have a network and application level penetration test conducted annually. This audit shall be performed by a recognized third-party audit firm engaged by Kronos.
- c. Customer may also request a comprehensive due diligence package no more than once annually, which shall include a completed industry standard security and privacy due diligence questionnaire and other information on information security, privacy and compliance.

6. Disaster Recovery

- a. Kronos shall have a defined and documented business continuity/disaster recovery plan for recovery services provided to the Customer.
- b. Such plan shall provide for reasonable physical protection against damage from deliberate attacks as well as natural causes and disasters.
- c. Security mechanisms and redundancies shall be implemented by Kronos to reasonably protect equipment from utility service outages (e.g., power failures, network disruptions, etc.).
- d. Telecommunications equipment, cabling and relays transferring data or supporting SaaS Services shall be reasonably protected by Kronos from interception or damage and designed with redundancies, alternative power source and alternative routing.
- e. Such plan shall provide for appropriate backup facilities and technology that will permit transition of the services (from the previous night's backup date), with a maximum recovery time of 24 hours from declaration of a disaster to be operational and accessible to Customer.
- f. Kronos shall conduct a test of such plan each year. Customer may request the annual high level summary of the results of such test.

7. Data Breach

Kronos will respond to, contain and remediate security incidents, using commercially reasonable efforts, on a 24/7 basis. Kronos shall notify Customer of a Security Incident (as defined below) per Applicable Law upon becoming aware of a Security Incident involving Customer Data. A "Security Incident" is a breach of confidentiality, data integrity or a security compromise of a network or server resulting in the unauthorized access, use, transfer or acquisition of Customer Data. Kronos shall inform Customer about Security Incident response activities in reasonable intervals until the Security Incident is resolved, which may include documenting and keeping Customer reasonably informed of all investigative and recovery efforts related to any such Security Incidents, including discovery, investigation and containment, recovery, use of data and experience for gap identification and process improvement, mitigation plans, and cooperation with law enforcement, if legally permissible, as reasonably appropriate.

EXHIBIT L-3

Employer Services

Overview of Employer Services: Services under this exhibit include Payment Services (the payment by UKG of Customer's Payroll Tax Liabilities, Garnishment Liabilities), ACA Distribution Services and Print Services.

Regulated financial services, including regulated aspects of the Payment Services provided under this Exhibit, will be performed by Kronos SaaShr, Inc., a subsidiary of Kronos Incorporated

1. Definitions

Customer Payee - means an employee or individual receiving a check, direct deposit or other compensation from Customer using the UKG Pro Software.

DDA - means Direct Deposit Advices.

EFTPS - means U.S. Treasury Department's Electronic Federal Tax Payment System.

Garnishment Liabilities - means that portion of Payroll Liabilities relating to wage garnishments, including federal and state tax levies, bankruptcy orders, student loan, child support and spousal support withholding orders.

NACHA - means National Automated Clearing House Association. NACHA administers the rules for processing Automated Clearing House (ACH) transactions through the ACH network.

Payroll Liabilities - means the U.S. Payroll Tax Liabilities and U.S. Garnishment Liabilities related to a designated payroll check date that Customer owes, but has not yet paid.

Payroll Tax Liabilities - means that portion of Payroll Liabilities relating to payroll taxes, including, all applicable U.S. federal, state and local taxes, Social Security and Medicare and applicable government source deductions which may include income tax withholding, and Employment Insurance.

UKG - shall mean UKG Inc., Kronos Incorporated and its subsidiary Kronos SaaShr, Inc., as it relates to the services to be performed under this Exhibit.

Voluntary Deductions - means that portion of Payroll Liabilities that an employee has voluntarily agreed to have withheld from their compensation and paid to another party (such as a creditor or other third party, including but not limited to 401(k) plans, insurance plans and dues).

2. Data Remittance

Customer will complete and close payroll using the UKG Pro Applications before 12:00pm (Customer's local time), no less than two (2) business days prior to the applicable check/cheque date(s). Customer acknowledges that the data and all information from the completed payroll from UKG Pro Applications will be the basis for the Payment Services as provided for herein. Customer acknowledges and agrees to allow UKG access to Customer's master file(s) datastore in order to export data to provide the Payment Services herein.

UKG will not be liable for any invalidity or inaccuracy caused by Customer or Customer Data unless Customer so notifies UKG within one (1) business day of Customer's completion of payroll for the applicable check/cheque date or within ten (10) days of quarterly records being made available to Customer by UKG.

3. Cash Management

U.S. Reporting for Cash Collection

One (1) business day prior to the applicable check/cheque date, Payment Service reports shall be available to Customer applicable to any given payroll closed within the defined parameters as set forth herein, in order to allow Customer to generate reports based upon such data at the open of normal business hours.

U.S. Funds collection

One (1) business day prior to the designated payroll check date(s), UKG will debit Customer's designated bank account(s) for the Payroll Liabilities. Payroll Tax Liabilities not requiring "next day" payment and Garnishment Liabilities will be collected by ACH debit. Payroll Tax Liabilities requiring a "next day" payment will be collected by reverse wire. Funds must be received by UKG by noon (12:00pm) Customer's local time.

Customer funds will be collected to cover other Customer liabilities covered by this Exhibit (to include but not limited to any additional tax payments, penalties and/or interest resulting from tax notices or amendments or quarter-end variances).

Customer agrees to maintain authorization to enable UKG to initiate ACH and reverse wire of Customer's designated bank account(s) and to maintain good and sufficient collected funds in the Customer's designated bank account(s) to cover all funding transactions to be made under this Exhibit.

Prior to Customer using the Payment Services in a production environment or when Customer is changing their designated bank account(s), Customer agrees to establish and successfully test authorization with its bank to allow for ACH and reverse wire in accordance with the terms of this Exhibit.

Banking Transactions

Delivery of Payment Services is subject to the laws and regulations of the banking industry including but not limited to the operating rules of the NACHA.

Customer grants UKG the authority to issue payments on behalf of Customer.

In addition to Customer's other obligations under this Agreement, Customer agrees to comply with the NACHA rules applicable to it with respect to Customer's use of the Payment Services and Customer agrees that UKG shall have the right to require, on a reasonable basis, Customer to demonstrate its compliance with NACHA rules. Customer agrees not to originate transactions that violate laws and regulations. International transactions are not allowed under the Payment Services.

In the event that UKG is prohibited from performing the Payment Services (or a portion thereof) as set forth herein due to a banking institutions' restrictions or other applicable regulatory restrictions, then UKG shall have the option to terminate the Payment Services (or any portion thereof) upon written notice to Customer.

Investment of Funds

UKG has the obligation to pay Customer's Payroll Liabilities to the designated recipient of such Payroll Liabilities (to the extent that Customer has made available or wired the required funds in accordance with the terms of this Exhibit). The Customer funds held by UKG will be segregated from other funds of UKG but may be commingled with funds of other customers. UKG will be entitled to receive all net income generated on any funds held pursuant hereto.

Record of Collections and Disbursements

Customer will examine all records of any disbursements made available to Customer for validity and accuracy according to Customer's records. Customer will promptly notify UKG of any inaccuracies or inconsistencies.

The specific record retention schedules established by governmental entities applicable to Customer are the responsibility of Customer and are not the responsibility of UKG or the services being provided under the Agreement. UKG has no responsibility or liability for maintaining or retaining said records for Customer.

4. Document Execution

Customer agrees to promptly execute any and all documents required for UKG to carry out and Customer to utilize the Payment Services.

Customer agrees that it will promptly respond to any and all reasonable requests made by UKG for the purpose of UKG's performance of the Payment Services. UKG may amend or update the terms of this Exhibit only as reasonably determined by UKG or as mandated by any governmental agency, taxing authority, banking partners or an authority overseeing banking or remittance transactions, provided such amendment or update does not adversely impact Customer's normal business operations and, in such an event, Customer shall have the option to reject such amendment or update, in good faith, within thirty (30) days of receipt of notice of such amendment or update by providing written notice to UKG. In the event Customer rejects an amendment or update to the terms of this Exhibit and such rejection materially inhibits or prohibits UKG's ability to perform the Payment Services or ACA Services (or any portion thereof), UKG shall have the option to terminate the Payment Services (or any portion thereof) upon written notice to Customer.

Customer agrees to promptly and accurately perform its responsibilities as set forth in this Exhibit and acknowledges that failure to do so may result in additional fees or costs to Customer, including in the event that UKG is required to expedite processes and/or perform additional work on behalf of Customer in order to meet regulatory requirements. Any such additional charges will be performed at the applicable hourly rate per hour which shall be billed as incurred. UKG shall provide Customer with ten (10) days advance written notice of its intent to charge such additional fees and/or costs, and Customer shall have the opportunity to cure same during such ten (10) day period.

5. Data Retention

Customer agrees that UKG will retain Customer's wage and tax data as applicable subsequent to the date of termination of this Agreement for the purposes of responding to tax notices, preparation of amended payroll tax returns or similar matters applicable to the Payment Services term provided by UKG for a term not to exceed four (4) years from the date of termination.

Any sections of this Agreement which expressly survive termination of this Agreement, or which, by their nature, should reasonably survive termination of this Agreement, shall survive.

6. Services

A. General

UKG is not obligated to commence providing the Payment Services and is not obligated to pay Customer's Payroll Liabilities for any payroll check date, until UKG has received all information and funding necessary to disburse all applicable Payroll Liabilities.

UKG is not responsible for any pre-existing errors or similar matters arising prior to commencement of the Payment Services by UKG or for any errors that may occur in the event the Customer fails to (i) provide UKG with all necessary, complete, and accurate information or (ii) fund the relevant amount of Payroll Liabilities for any payroll check date.

In addition to, and not in limitation of UKG's other rights hereunder, in the event that Customer fails to materially comply with its obligations under this Exhibit, UKG may elect to terminate performance of the Payment Services (or any portion thereof) upon written notice to Customer. UKG shall provide Customer an opportunity to cure such failure that is capable of cure within thirty (30) days of Customer's receipt of written notice or such lesser period to the extent that such failure materially inhibits or prohibits UKG's ability to perform the Payment Services or ACA Services (or any portion thereof).

B. Tax Filing Services

Through the Tax Filing Services, UKG will, in accordance with the terms of this Exhibit:

- i. Prepare, deposit and file Customer's Payroll Tax Liabilities for those federal, provincial, state, and local jurisdictions listed by Customer on the company profile report (provided with the standard company set up package) and any updates provided to UKG by the Customer.
- ii. Prepare a quarterly tax statement for each Federal Employer Identification Number (FEIN). This statement will include a summary of tax liabilities reported throughout the quarter, and account reconciliation and printed returns filed at quarter-end.
- iii. Answer tax agency correspondence for tax deposits and returns filed by UKG.
- iv. File amended returns including W-2Cs as required for returns processed under this Exhibit by UKG.
- v. Provide W2 agency filings.

C. Tax Information Acknowledgment:

As required by the Internal Revenue Service, the following information must be disclosed to taxpayers that utilize a third party to perform tax filing services on its behalf:

Customer acknowledges that it is responsible for the timely filing of employment tax returns and the timely payment of employment taxes for its Customer Payees, notwithstanding that Customer has authorized UKG to file the returns and make the payments on its behalf.

The Internal Revenue Service recommends enrollment in the EFTPS to monitor your account and ensure that timely tax payments are being made. Enrollment in the EFTPS may be done online at www.eftps.gov, or call (800) 555-4477 for an enrollment form. State tax authorities generally offer similar means to verify tax payments. Contact the appropriate state offices directly for details.

D. Garnishment Disbursement Services – U.S. only

Through the Garnishment Disbursement Services, UKG will remit Customer's Garnishment Liabilities for those federal, state, and local payment processing units and any individual third party(ies) to which an employee of Customer owes a debt and has agreed or is compelled by requisite governmental authority to resolve via garnishment of employee's wages. UKG will make available a report of garnishment activity to Customer summarizing funds collection and disbursement transactions completed for the designated payroll check date(s).

UKG is not responsible for providing additional administrative services, including, but not limited to, agency research, account reconciliation, garnishment data input and adjustments. Customer is solely responsible for the setup of the garnishment requirements in the UKG Pro Applications in accordance with the UKG Pro Online Documentation and UKG is not responsible for same.

Customer will not set up Voluntary Deductions for payment through UKG's Garnishment Disbursement Services.

E. Print Services

1. Check Print

UKG will print Customer's United States checks and/or Direct Deposit Advices ("DDA's") on a per Check Print Request (defined as a group standard check export files from the Application uploaded together into one request) basis and deliver or mail as requested by Customer. United States checks or DDA's will be processed separately.

The printing and distribution of any DDA will be performed for an additional fee per DDA printed.

Standard Printing – For each Check Print Request that is received by 3:00PM in Customer's time zone UKG will use commercially reasonable efforts for such request to be printed and shipped within the next business day. Each check export file received after 3PM in the Customer's time zone will be printed and shipped within two (2) business days.

Expedited Printing – Upon Customer's request, UKG shall make commercially reasonable efforts to expedite a Check Print Request that is received by 12:00PM in Customer's time zone to be printed and shipped the same business day for an applicable fee per Check Print Request. Check export files received after 12:00PM in Customer's time zone cannot be expedited. Any expedited Check Print Request that is not shipped the same business day will not be charged the expedited fee.

Customer will provide the check export file to UKG via the standard delivery methodology as required by UKG. Customer acknowledges that the data and all information from the completed payroll from UKG will be the basis for the Check Print services as provided for herein.

Print Handling/Split Package - No charge for first five (5) splits, the price is per split thereafter per print request.

2. Year End Tax Forms

UKG will be responsible for printing W-2 or 1099 forms for Customer as applicable. UKG will supply the form and Customer will be responsible for shipping costs. Customer will also be responsible for UKG's then-current handling fees.

3. Print Shipping

UKG shall be responsible for delivering printed documents with the carriers set forth below, as specified by Customer.

First Class Mail (Direct mail to employees)

UPS - Next Day Air & 2nd Day Air, Ground(Tax Forms ONLY)

FedEx - Next Day Air & 2nd Day Air

Customer shall have the option to use their own Fed Ex or UPS account number.

Customer is responsible for all shipping charges, whether billed by UKG as a pass through expense or direct billed to Customer via its own carrier.

For the purposes of this section, printing and delivery are applicable to business days only (excluding UKG holidays). Print Requests received by UKG on a non-business day or an UKG holiday shall be deemed to have been received on the following business day. Also customer time zone shall be deemed the customer's main location within the 48 contiguous states, within the United States.

4. Additional services outside the scope of this Print Services section, including, but not limited to, pay group setup, component company setup, bank setup, signature, logo, custom setup, missing and/or incorrect information, and return package, will be provided upon Customer request and billed at the then current rate as incurred.

F. ACA Toolkit and Distribution Services ("ACA Services")

ACA Toolkit - Included for all customers at no additional cost:

- Eligibility 'lookback' calculations based upon payrolls processed with the UKG Pro Applications.
- Enrollment based on eligibility
- Post exchange notices to employee document area
- Obtain and track employee consent to view 1095-C forms electronically
- Generate completed 1094-C and 1095-C forms
- Import template for 1095-C data (if not available in UltiPro)
- Generate required 1095-Cs for those who are not active employees (i.e., COBRA, retirees)
- Download 1095-C via employee self service
- Generate electronic file in IRS approved format
- Self Service printing and distribution of 1095-C forms
- Self Service electronic filing to the IRS
- Comprehensive reporting and access to data about eligibility, penalty exposure, and offer of coverage

ACA Data Remittance

Customer will provide the required ACA data needed for 1094-C and 1095-C forms to UKG pursuant to the ACA standard guidelines. Customer acknowledges that (i) the ACA data and all ACA information contained in and generated from the UltiPro Software will be the basis for the services as provided for herein, and (ii) Customer is required to approve the ACA data on an annual basis in accordance with the deadlines set forth in the ACA Toolkit and provided in writing to Customer via newswire to Customer's designated representative.

ACA Distribution Services

- UKG printing 1095-C forms and mailing them to Customers' employees will follow the same description of services as the Year End Tax Forms section above. Customer is responsible for the cost of shipping and handling.
- Electronic filing of 1094-C and 1095-C forms to the IRS on Customer's behalf

Assumptions:

- Data included in the healthcare measurement periods for the eligibility "lookback" calculations will begin with the first payroll processed using the UKG Pro Applications. Data converted from legacy systems is not available for eligibility "lookback" purposes.

- Prior to performing the ACA Distribution Services, Customer must provide UKG all required ACA data related to 1094-C and 1095-C forms and such data must be entered into and validated within the UKG Pro Applications.
- UKG will not be liable for any invalidity or inaccuracy caused by Customer unless Customer so notified UKG within three (3) business day of UKG making available to Customer any and all ACA regulatory forms and filings. Customer will examine them for their validity and accuracy according to Customer's records. Customer will immediately notify UKG of any inaccuracies.
- Customer is responsible for all shipping charges, whether billed by UKG as a pass through expense or direct billed to Customer via its own carrier. Customer shall have the option to use their own Federal Express or United Parcel Services account number.

ATTACHMENT C – COST PROPOSAL

SECTION A Discount by Category			
DESCRIPTION OF PRODUCT /SERVICE	Discount %		
*EE = Employee Count			
	Discounts		
Software			
Discount for Workforce Dimensions	<2,499ee	2,500-4,999ee	>5,000ee
Workforce Dimensions	40%	45%	50%
Discount for Workforce Ready	All EE Counts		
Workforce Ready	37%		
Discount for UKG Pro	All EE Counts		
UKG People, Pay & Benefits Center Bundle	0-10%		
UKG Pro Talent Acquisition & Development Bundle	0-10%		
Tiered Discounts for Workforce Central/Telestaff (SaaS)	<2,499ee*	2,500-4,999ee	>5,000ee
Workforce Central	48%	52%	56%
Telestaff	48%	52%	56%
Teletime	48%	52%	56%
Tiered Discounts for Workforce Central/Telestaff (Perpetual)	<4,999ee*	5,000-9,999ee	>10,000ee
Workforce Central	39%	41%	43%
Workforce Telestaff	39%	41%	43%
Workforce Timelink	39%	41%	43%
Aspect Voxeo Core (plus 1% discount on Monthly Usage)	39%	41%	43%
Discount for Workforce Teletime (Perpetual)	All EE Counts		
Workforce Teletime	10%		
Discount for Equipment (Discounts are based on # of Terminals per transaction)	1-24 Terminals	24-49 Terminals	50 + Terminals
Equipment/Equipment Options (Purchase and Rental)	27%	32%	36%
Professional Services	10%		
Premium Success Offering and Client Partnership Services	0%		
Training	0%		
Cloud Hosting Services	0%		
Maintenance	Software	Hardware	
Annual Support/Maintenance Year 1	Gold Support: Included Platinum Support: Included	Depot Exchange \$285/Terminal Depot Repair \$210/Terminal	
Annual Support/Maintenance Year 2	Gold Support: 22% of SW selling price Platinum Support: 25% of SW selling price	Year 1 Plus 4%	
Annual Support/Maintenance Year 3	Year 2 Plus 4%	Year 2 Plus 4%	
Annual Support/Maintenance Year 4	Year 3 Plus 4%	Year 3 Plus 4%	
Annual Support/Maintenance Year 5	Year 4 Plus 4%	Year 4 Plus 4%	

Discounts for volume (i.e. price breaks for number of employees, etc.)	To be discussed during contract negotiations		
Any additional pricing incentives, discounts or rebates such as for large volume purchases, bundled services, etc.)			

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COST PROPOSAL FORM (CONT'D)	
SECTION B	
Sample Pricing Scenario	
Provide itemized costs for all items necessary to perform work in the Sample Pricing Scenario described below.	
DESCRIPTION OF PRODUCT / SERVICE	COST
(Insert additional lines as appropriate to adequately itemize all costs.)	
Software	
5,0000 Workforce Dimensions Hourly Timekeeping (Standard License)	\$300,000 Annually
5,000 Workforce Dimensions Leave (Standard License)	\$60,000 Annually
Hardware	
5 – KRONOS INTOUCH H4 Standard Enclosure, with Bar Code Badge Reader	\$13,121.75
Implementation	\$250,000
Training	\$31,185
Training (daily rate)	
Other Costs:	
Maintenance for Hardware Year 1 (Depot Exchange)	\$1,425
Total	\$655,731.75

1. Travel expenses will be charge separately as per our proposed terms; and
2. Payment methods and terms are set out in the proposed terms and conditions provided in the Technical Proposal.

Sample Pricing Scenario

BACKGROUND DESCRIPTION: A County has 5000 employees with 50 locations/buildings. IT technicians service five locations each. With no physical base location, they report directly to one of their five service areas, and will typically report to 3-5 of these locations. These employees shall be able to report, or “clock-in” and “clock-out” from multiple work locations within the County. They shall be able to tend to related HR functions, such as request leave and verify pay period attendance from multiple locations.

Purpose: The objective is to determine the feasibility of using a third party system as a Time and Attendance solution that will satisfy the needs of this County. We are seeking a complete solution that will both accommodate and improve upon our business processes.

Hardware: Proposals shall include the cost of hardware necessary (punch terminals, swipe terminals, etc.) to support touch screen technology, biometric technology, and badge swipe technology for employees to “clock in” or “clock out” at 50 locations. Proposals shall include a full description of the hardware proposed,

as well as all related cabling costs. Proposals shall include the option for employees to “clock in” or “clock out” at multiple work locations in the County.

Offeror shall provide a detailed list of all costs associated with the Sample Pricing Scenario on the Cost Proposal Form. **All pricing submitted must be inclusive of all fees and service charges.**