



LICENSE RENEWAL

EXISTENTIAL LICENSE MAINTENANCE
Support Services Quote

Page 1 of 4

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: NATIVIDAD MEDICAL CENTER
Solution ID: 6083270
Contract #: 1178219 R06-AUG-12
Date: 28-DEC-2012
Prepared by: Yolanda Vaughn / West3

Bill To: NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS CA 93906
UNITED STATES

Ship To: NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS CA 93906
UNITED STATES

Contact: SID CATO
Email: catosl@natividad.com

CONTRACT SUMMARY

Contract Period: 05-DEC-2012 - 30-JUN-2014

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	\$136,776.79	\$0.00	\$136,776.79
Mobile Promotion Support Services	\$1,829.70	\$0.00	\$1,829.70
Equipment Support Services	\$12,498.25	\$0.00	\$12,498.25
Educational Services	\$3,573.41	\$0.00	\$3,573.41
Total	\$154,678.15	\$0.00	\$154,678.15

Annualized Contract Value: \$104,661.67

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

As per our prior letter and your Support Services Quote, the Workforce Mobile Software ("WF Mobile") has been added to your support contract and is included on this invoice. Payment of this invoice in full will constitute acceptance of the terms of the WF Mobile offer. By accepting this offer, you will receive a perpetual license to use WF Mobile and you agree that your use of WF Mobile will be governed by the software license between you and Kronos for the other Kronos software listed on this invoice. Support services will be governed by and continue to renew as provided in your software support services agreement with Kronos. This is a one-time only promotion and expires 30 days after your support services renewal start date. If you want to opt out of this offer, please send an email entitled "Opt Out" to MobileOptOut@kronos.com.

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

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Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.kronos.com



Support Services Quote

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Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: NATIVIDAD MEDICAL CENTER
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 UNITED STATES

Contact: SID CATO
Email: catosl@natividad.com

SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Gold	VISION,M/U,WEB	1,250	05-DEC-2012	30-JUN-2014	573
2	Gold	WORKFORCE ABSENCE MANAGER V6	1,250	05-DEC-2012	30-JUN-2014	573
3	Gold	WORKFORCE ADMINISTRATOR HR/PR V6	5	05-DEC-2012	30-JUN-2014	573
4	Gold	WORKFORCE EMPLOYEE HR/PR V6	1,500	05-DEC-2012	30-JUN-2014	573
5	Gold	WORKFORCE EMPLOYEE V6	1,150	05-DEC-2012	30-JUN-2014	573
6	Gold	WORKFORCE HR V6	1,500	05-DEC-2012	30-JUN-2014	573
7	Gold	WORKFORCE INTEGRATION MANAGER V6	1,500	05-DEC-2012	30-JUN-2014	573
8	Gold	WORKFORCE MANAGER HR/PR V6	85	05-DEC-2012	30-JUN-2014	573
9	Gold	WORKFORCE MANAGER V6	85	05-DEC-2012	30-JUN-2014	573
10	Gold	WORKFORCE PAYROLL V6	1,250	05-DEC-2012	30-JUN-2014	573
11	Gold	WORKFORCE SCHEDULER V6	850	05-DEC-2012	30-JUN-2014	573
12	Gold	WORKFORCE TIMEKEEPER V6	1,500	05-DEC-2012	30-JUN-2014	573
13	Gold	WORKFORCE MANAGER V6	20	03-AUG-2013	30-JUN-2014	332

	Support Services	Estimated Tax	Subtotal
Software Support Services	\$136,776.79	\$0.00	\$136,776.79

MOBILE PROMOTION SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Gold	WORKFORCE MOBILE EMPLOYEE V6	1,500	01-JUL-2013	30-JUN-2014	365
2	Gold	WORKFORCE MOBILE MANAGER V6	105	01-JUL-2013	30-JUN-2014	365

	Support Services	Estimated Tax	Subtotal
Mobile Promotion Support Services	\$1,829.70	\$0.00	\$1,829.70

EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: 4000	17	05-DEC-2012	30-JUN-2014	573
2	Depot Exchange	Data Collection: InTouch	4	17-JUL-2013	30-JUN-2014	349
3	Depot Exchange	Options: InTouch	4	17-JUL-2013	30-JUN-2014	349
4	Depot Exchange	Data Collection: InTouch	15	25-DEC-2013	30-JUN-2014	188

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Support Services Quote

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Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
5	Depot Exchange	Options: InTouch	15	25-DEC-2013	30-JUN-2014	188

Support Services	Estimated Tax	Subtotal
Equipment Support Services	\$12,498.25	\$12,498.25

EDUCATIONAL SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Ed Services Subscription	KNOWLEDGE PASS		05-DEC-2012	30-JUN-2014	573

Support Services	Estimated Tax	Subtotal
Educational Services	\$3,573.41	\$3,573.41

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Support Services Detail Report

Page 1 of 5

Report Type: Renewal
Customer: NATIVIDAD MEDICAL CENTER
Solution ID: 6083270
Contract Number: 1178219 R06-AUG-12
Date: 03-MAY-2013
Prepared by: Yolanda Vaughn / West3

Bill To: NATIVIDAD MEDICAL CENTER
 1441 CONSTITUTION BLVD
 SALINAS CA 93906
 UNITED STATES

Ship To: NATIVIDAD MEDICAL CENTER
 1441 CONSTITUTION BLVD
 SALINAS CA 93906
 UNITED STATES

Contact: L. JANINE BOUYEA
Email: bouyeaj@natividad.com

CONTRACT SOFTWARE SUMMARY

Line	Product Category	Product Number	Product Name	License Count
1	Software	8601818-000	VISION,M/U,WEB	1,250
2	Software	8603085-000	WORKFORCE HR V6	1,500
3	Software	8603086-000	WORKFORCE PAYROLL V6	1,250
4	Software	8603087-000	WORKFORCE ADMINISTRATOR HR/PR V6	5
5	Software	8603088-000	WORKFORCE EMPLOYEE HR/PR V6	1,500
6	Software	8603089-000	WORKFORCE MANAGER HR/PR V6	85
7	Software	8800079-000	WORKFORCE TIMEKEEPER V6	1,500
8	Software	8800081-000	WORKFORCE EMPLOYEE V6	1,150
9	Software	8800082-000	WORKFORCE MANAGER V6	105
10	Software	8800083-000	WORKFORCE SCHEDULER V6	850
11	Software	8800129-000	WORKFORCE ABSENCE MANAGER V6	1,250
12	Software	8800131-000	WORKFORCE INTEGRATION MANAGER V6	1,500
13	Software	8800137-000	WORKFORCE MOBILE EMPLOYEE V6	1,500
14	Software	8800138-000	WORKFORCE MOBILE MANAGER V6	105

CONTRACT EQUIPMENT SUMMARY

Line	Product Category	Product Number	Product Name	Quantity
1	Data Collection: InTouch	8609000-053	KRONOS INTOUCH 9000,SLIM,HID PROX	19
2	Data Collection: 4000	8602800-003	4500,FULL,NUM,PROX	13
3	Data Collection: 4000	8602800-503	4500,FULL,NUM,PROX,EXP MEMORY	4
4	Options: InTouch	8609020-001	TOUCH ID OPTION,INTOUCH	19

CONTRACT EDUCATIONAL SERVICES SUMMARY

Line	Product Category	Product Number	Product Name	License Count
1	Ed Services Subscription	8602748-001	KNOWLEDGE PASS	1,500



Support Services Detail Report

Page 2 of 5

Report Type: Renewal
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Date: 03-MAY-2013
Prepared by: Yolanda Vaughn / West3

Currency: USD

Bill To: NATIVIDAD MEDICAL CENTER
 1441 CONSTITUTION BLVD
 SALINAS CA 93906
 UNITED STATES

Ship To: NATIVIDAD MEDICAL CENTER
 1441 CONSTITUTION BLVD
 SALINAS CA 93906
 UNITED STATES

Contact: L. JANINE BOUYEA
Email: bouyeaj@natividad.com

SOFTWARE SUPPORT SERVICES DETAIL

Line	Product Category	Kronos Sub #	Product Number	Product Name	License Count	Start Date	End Date	Days	Price
Gold Support Service									
1	Software	2.1	8601818-000	VISION,M/U,WEB	1,000	05-DEC-2012	30-JUN-2014	573	17,568.35
2	Software	2.2	8601818-000	VISION,M/U,WEB	250	05-DEC-2012	30-JUN-2014	573	1,853.28
3	Software	3.13	8603085-000	WORKFORCE HR V6	1,250	05-DEC-2012	30-JUN-2014	573	11,327.44
4	Software	3.17	8603085-000	WORKFORCE HR V6	250	05-DEC-2012	30-JUN-2014	573	2,268.22
5	Software	3.15	8603086-000	WORKFORCE PAYROLL V6	1,250	05-DEC-2012	30-JUN-2014	573	11,327.44
6	Software	3.11	8603087-000	WORKFORCE ADMINISTRATOR HR/PR V6	5	05-DEC-2012	30-JUN-2014	573	255.59
7	Software	3.12	8603088-000	WORKFORCE EMPLOYEE HR/PR V6	1,250	05-DEC-2012	30-JUN-2014	573	5,911.06
8	Software	3.16	8603088-000	WORKFORCE EMPLOYEE HR/PR V6	250	05-DEC-2012	30-JUN-2014	573	1,187.43
9	Software	3.14	8603089-000	WORKFORCE MANAGER HR/PR V6	85	05-DEC-2012	30-JUN-2014	573	2,172.38
10	Software	3.1	8800079-000	WORKFORCE TIMEKEEPER V6	1,000	05-DEC-2012	30-JUN-2014	573	15,126.35
11	Software	3.8	8800079-000	WORKFORCE TIMEKEEPER V6	250	05-DEC-2012	30-JUN-2014	573	3,335.89
12	Software	3.19	8800079-000	WORKFORCE TIMEKEEPER V6	250	05-DEC-2012	30-JUN-2014	573	3,489.52
13	Software	3.2	8800081-000	WORKFORCE EMPLOYEE V6	900	05-DEC-2012	30-JUN-2014	573	9,529.60
14	Software	3.7	8800081-000	WORKFORCE EMPLOYEE V6	250	05-DEC-2012	30-JUN-2014	573	2,270.28
15	Software	3.20	8800082-000	WORKFORCE MANAGER V6	20	03-AUG-2013	30-JUN-2014	332	1,393.66
16	Software	3.3	8800082-000	WORKFORCE MANAGER V6	85	05-DEC-2012	30-JUN-2014	573	10,285.58
17	Software	3.4	8800083-000	WORKFORCE SCHEDULER V6	600	05-DEC-2012	30-JUN-2014	573	10,084.24
18	Software	3.9	8800083-000	WORKFORCE SCHEDULER V6	250	05-DEC-2012	30-JUN-2014	573	3,243.23
19	Software	3.10	8800129-000	WORKFORCE ABSENCE MANAGER V6	1,250	05-DEC-2012	30-JUN-2014	573	14,852.61
20	Software	3.5	8800131-000	WORKFORCE INTEGRATION MANAGER V6	1,000	05-DEC-2012	30-JUN-2014	573	8,283.47

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Support Services Detail Report

Line	Product Category	Kronos Sub #	Product Number	Product Name	License Count	Start Date	End Date	Days	Price
21	Software	3.6	8800131-000	WORKFORCE INTEGRATION MANAGER V6	250	05-DEC-2012	30-JUN-2014	573	494.22
22	Software	3.18	8800131-000	WORKFORCE INTEGRATION MANAGER V6	250	05-DEC-2012	30-JUN-2014	573	516.95

Software Support Services	Subtotal \$136,776.79
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MOBILE PROMOTION SUPPORT SERVICES DETAIL

Line	Product Category	Kronos Sub #	Product Number	Product Name	License Count	Start Date	End Date	Days	Price
Gold Support Service									
1	Software	7.1	8800137-000	WORKFORCE MOBILE EMPLOYEE V6	1,500	01-JUL-2013	30-JUN-2014	365	1,710.00
2	Software	8.1	8800138-000	WORKFORCE MOBILE MANAGER V6	105	01-JUL-2013	30-JUN-2014	365	119.70

Mobile Promotion Support Services	Subtotal \$1,829.70
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EQUIPMENT SUPPORT SERVICES DETAIL

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
Depot Exchange Support Service									
1	Data Collection: InTouch	5.1	8609000-053	KRONOS INTOUCH 9000,SLIM,HID PROX	00JC160593	17-JUL-2013	30-JUN-2014	349	282.93
2	Data Collection: InTouch	5.2	8609000-053	KRONOS INTOUCH 9000,SLIM,HID PROX	00JC160549	17-JUL-2013	30-JUN-2014	349	282.93
3	Data Collection: InTouch	5.3	8609000-053	KRONOS INTOUCH 9000,SLIM,HID PROX	00JC160341	17-JUL-2013	30-JUN-2014	349	282.93
4	Data Collection: InTouch	5.4	8609000-053	KRONOS INTOUCH 9000,SLIM,HID PROX	00JC153492	17-JUL-2013	30-JUN-2014	349	282.93
5	Data Collection: InTouch	5.5	8609000-053	KRONOS INTOUCH 9000,SLIM,HID PROX	00JC187028	25-DEC-2013	30-JUN-2014	188	149.82
6	Data Collection: InTouch	5.6	8609000-053	KRONOS INTOUCH 9000,SLIM,HID PROX	00JC186865	25-DEC-2013	30-JUN-2014	188	149.82
7	Data Collection: InTouch	5.7	8609000-053	KRONOS INTOUCH 9000,SLIM,HID PROX	00JC186863	25-DEC-2013	30-JUN-2014	188	149.82
8	Data Collection: InTouch	5.8	8609000-053	KRONOS INTOUCH 9000,SLIM,HID PROX	00JC186765	25-DEC-2013	30-JUN-2014	188	149.82
9	Data Collection: InTouch	5.9	8609000-053	KRONOS INTOUCH 9000,SLIM,HID PROX	00JC186764	25-DEC-2013	30-JUN-2014	188	149.82
10	Data Collection: InTouch	5.10	8609000-053	KRONOS INTOUCH 9000,SLIM,HID PROX	00JC186750	25-DEC-2013	30-JUN-2014	188	149.82
11	Data Collection: InTouch	5.11	8609000-053	KRONOS INTOUCH 9000,SLIM,HID PROX	00JC186698	25-DEC-2013	30-JUN-2014	188	149.82
12	Data Collection: InTouch	5.12	8609000-053	KRONOS INTOUCH 9000,SLIM,HID PROX	00JC186695	25-DEC-2013	30-JUN-2014	188	149.82
13	Data Collection: InTouch	5.13	8609000-053	KRONOS INTOUCH 9000,SLIM,HID PROX	00JC186665	25-DEC-2013	30-JUN-2014	188	149.82
14	Data Collection: InTouch	5.14	8609000-053	KRONOS INTOUCH 9000,SLIM,HID PROX	00JC186445	25-DEC-2013	30-JUN-2014	188	149.82
15	Data Collection: InTouch	5.15	8609000-053	KRONOS INTOUCH 9000,SLIM,HID PROX	00JC186442	25-DEC-2013	30-JUN-2014	188	149.82

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Support Services Detail Report

Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
16	Data Collection: InTouch	5.16	8609000-053	KRONOS INTOUCH 9000,SLIM,HID PROX	00JC186385	25-DEC-2013	30-JUN-2014	188	149.82
17	Data Collection: InTouch	5.17	8609000-053	KRONOS INTOUCH 9000,SLIM,HID PROX	00JC185970	25-DEC-2013	30-JUN-2014	188	149.82
18	Data Collection: InTouch	5.18	8609000-053	KRONOS INTOUCH 9000,SLIM,HID PROX	00JC185966	25-DEC-2013	30-JUN-2014	188	149.82
19	Data Collection: InTouch	5.19	8609000-053	KRONOS INTOUCH 9000,SLIM,HID PROX	00JC184657	25-DEC-2013	30-JUN-2014	188	149.82
20	Data Collection: 4000	1.1	8602800-003	4500,FULL,NUM,PROX	00EL085242	05-DEC-2012	30-JUN-2014	573	456.63
21	Data Collection: 4000	1.2	8602800-003	4500,FULL,NUM,PROX	00EL076003	05-DEC-2012	30-JUN-2014	573	456.63
22	Data Collection: 4000	1.3	8602800-003	4500,FULL,NUM,PROX	00EL076001	05-DEC-2012	30-JUN-2014	573	456.63
23	Data Collection: 4000	1.4	8602800-003	4500,FULL,NUM,PROX	00EL075747	05-DEC-2012	30-JUN-2014	573	456.63
24	Data Collection: 4000	1.5	8602800-003	4500,FULL,NUM,PROX	00EL075495	05-DEC-2012	30-JUN-2014	573	456.63
25	Data Collection: 4000	1.6	8602800-003	4500,FULL,NUM,PROX	00EL074863	05-DEC-2012	30-JUN-2014	573	456.63
26	Data Collection: 4000	1.7	8602800-003	4500,FULL,NUM,PROX	00EL074814	05-DEC-2012	30-JUN-2014	573	456.63
27	Data Collection: 4000	1.8	8602800-003	4500,FULL,NUM,PROX	00EL074795	05-DEC-2012	30-JUN-2014	573	456.63
28	Data Collection: 4000	1.9	8602800-003	4500,FULL,NUM,PROX	00EL074782	05-DEC-2012	30-JUN-2014	573	456.63
29	Data Collection: 4000	1.10	8602800-003	4500,FULL,NUM,PROX	00EL074721	05-DEC-2012	30-JUN-2014	573	456.63
30	Data Collection: 4000	1.11	8602800-003	4500,FULL,NUM,PROX	00EL074693	05-DEC-2012	30-JUN-2014	573	456.63
31	Data Collection: 4000	1.12	8602800-003	4500,FULL,NUM,PROX	00S1710352	05-DEC-2012	30-JUN-2014	573	456.63
32	Data Collection: 4000	1.13	8602800-003	4500,FULL,NUM,PROX	00EL070983	05-DEC-2012	30-JUN-2014	573	456.63
33	Data Collection: 4000	1.14	8602800-503	4500,FULL,NUM,PROX ,EXP MEMORY	00JC089202	05-DEC-2012	30-JUN-2014	573	440.08
34	Data Collection: 4000	1.15	8602800-503	4500,FULL,NUM,PROX ,EXP MEMORY	00JC088589	05-DEC-2012	30-JUN-2014	573	440.08
35	Data Collection: 4000	1.16	8602800-503	4500,FULL,NUM,PROX ,EXP MEMORY	00JC088531	05-DEC-2012	30-JUN-2014	573	440.08
36	Data Collection: 4000	1.17	8602800-503	4500,FULL,NUM,PROX ,EXP MEMORY	00JC088243	05-DEC-2012	30-JUN-2014	573	440.08
37	Options: InTouch	6.1	8609020-001	TOUCH ID OPTION,INTOUCH		17-JUL-2013	30-JUN-2014	349	119.13
38	Options: InTouch	6.2	8609020-001	TOUCH ID OPTION,INTOUCH		17-JUL-2013	30-JUN-2014	349	119.13
39	Options: InTouch	6.3	8609020-001	TOUCH ID OPTION,INTOUCH		17-JUL-2013	30-JUN-2014	349	119.13
40	Options: InTouch	6.4	8609020-001	TOUCH ID OPTION,INTOUCH		17-JUL-2013	30-JUN-2014	349	119.13
41	Options: InTouch	6.5	8609020-001	TOUCH ID OPTION,INTOUCH		25-DEC-2013	30-JUN-2014	188	63.08
42	Options: InTouch	6.6	8609020-001	TOUCH ID OPTION,INTOUCH		25-DEC-2013	30-JUN-2014	188	63.08
43	Options: InTouch	6.7	8609020-001	TOUCH ID OPTION,INTOUCH		25-DEC-2013	30-JUN-2014	188	63.08
44	Options: InTouch	6.8	8609020-001	TOUCH ID OPTION,INTOUCH		25-DEC-2013	30-JUN-2014	188	63.08
45	Options: InTouch	6.9	8609020-001	TOUCH ID OPTION,INTOUCH		25-DEC-2013	30-JUN-2014	188	63.08
46	Options: InTouch	6.10	8609020-001	TOUCH ID OPTION,INTOUCH		25-DEC-2013	30-JUN-2014	188	63.08
47	Options: InTouch	6.11	8609020-001	TOUCH ID OPTION,INTOUCH		25-DEC-2013	30-JUN-2014	188	63.08



Support Services Detail Report

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Line	Product Category	Kronos Sub #	Product Number	Product Name	Serial Number	Start Date	End Date	Days	Price
48	Options: InTouch	6.12	8609020-001	TOUCH ID OPTION,INTOUCH		25-DEC-2013	30-JUN-2014	188	63.08
49	Options: InTouch	6.13	8609020-001	TOUCH ID OPTION,INTOUCH		25-DEC-2013	30-JUN-2014	188	63.08
50	Options: InTouch	6.14	8609020-001	TOUCH ID OPTION,INTOUCH		25-DEC-2013	30-JUN-2014	188	63.08
51	Options: InTouch	6.15	8609020-001	TOUCH ID OPTION,INTOUCH		25-DEC-2013	30-JUN-2014	188	63.08
52	Options: InTouch	6.16	8609020-001	TOUCH ID OPTION,INTOUCH		25-DEC-2013	30-JUN-2014	188	63.08
53	Options: InTouch	6.17	8609020-001	TOUCH ID OPTION,INTOUCH		25-DEC-2013	30-JUN-2014	188	63.08
54	Options: InTouch	6.18	8609020-001	TOUCH ID OPTION,INTOUCH		25-DEC-2013	30-JUN-2014	188	63.08
55	Options: InTouch	6.19	8609020-001	TOUCH ID OPTION,INTOUCH		25-DEC-2013	30-JUN-2014	188	63.08

Equipment Support Services	Subtotal \$12,498.25
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EDUCATIONAL SERVICES DETAIL

Line	Product Category	Kronos Sub #	Product Number	Product Name	License Count	Start Date	End Date	Days	Price
Ed Services Subscription									
1	Ed Services Subscription	4.1	8602748-001	KNOWLEDGE PASS	1,500	05-DEC-2012	30-JUN-2014	573	3,573.41

Educational Services	Subtotal \$3,573.41
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EXISTING ADDITIONAL LICENSES
& MAINTENANCE

ORDER FORM

Quote#: 322783 - 1
Expires: 14-JUN-2013
Prepared By: Hood, Edward Doug

Order Type: Upgrade US
Date: 23-MAY-2013
Page: 1/2

Bill To: NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS
CA 93906
United States

Ship To: Attn:L. JANINE BOUYEA
NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS
CA 93906
United States

Solution ID: 6083270

Contact: L. JANINE BOUYEA
Email: bouyeaj@natividad.com

Payment Terms: N30
Currency: USD
Customer PO Number: REQUIRED

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:

This order is subject to the terms and conditions of that certain Sales, Software License and Services Agreement between Kronos and Customer dated 11-20-2007, as Amended by Amendment No. 1 with an effective date of 4-1-2010, and as further amended by Amendment No. 2 with effective date of 10-1-2010, and as further amended by Amendment No. 3 with an effective date of 10-1-2011.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE TIMEKEEPER V6	250	
WORKFORCE EMPLOYEE V6	600	
WORKFORCE INTEGRATION MANAGER V6	250	
WORKFORCE HR V6	250	
WORKFORCE PAYROLL V6	250	
WORKFORCE ABSENCE MANAGER V6	250	
Total Price		\$71,100.00

SUPPORT SERVICES

Item	Duration	Total Price
GOLD SUPPORT SERVICE	14 MON	\$19,113.24
Total Price		\$19,113.24

*Support values listed above are total for all applicable products in each section of this Order Form

QUOTE SUMMARY

Description	Total Price
Subtotal	\$90,213.24
Deposit	(\$0.00)
Tax	\$0.00
Grand Total	\$90,213.24

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

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.kronos.com

NATIVIDAD MEDICAL CENTER

Signature: _____

Name: _____

Title: _____

Effective Date: _____

Kronos Incorporated

Signature: _____

Name: _____

Title: _____

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice.



SOFTWARE MAINTENANCE

CLOUD UPDATES

Statement of Work

For Kronos Cloud Services

Database Management

Prepared for **Natividad Medical Center**
(6083270)

Created:	01/12/2013	Expires unless SOW signed by:	06/28/2013
Revised:			
Prepared By:	Chris Mahoney	Filename:	Nativiidad Medical Cloud SOW 04122013 r2.pdf
Salesperson:	Doug Hood		



ORDER FORM

Quote#: 356827 - 1
Expires: 14-JUN-2013
Prepared By: Hood, Edward Doug

Order Type: Upgrade US
Date: 23-MAY-2013
Page: 1/2

Bill To: NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS
CA 93906
United States

Ship To: Attn:L. JANINE BOUYEA
NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS
CA 93906
United States

Solution ID: 6083270

Contact: L. JANINE BOUYEA
Email: bouyeaj@natividad.com

Payment Terms: N30
Currency: USD
Customer PO Number: REQUIRED

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:

This order is subject to the terms and conditions of that certain Sales, Software License and Services Agreement between Kronos and Customer dated 11-20-2007, as Amended by Amendment No. 1 with an effective date of 4-1-2010, and as further amended by Amendment No. 2 with effective date of 10-1-2010, and as further amended by Amendment No. 3 with an effective date of 10-1-2011.

The Cloud Services on this Order Form which are identified as a "monthly fee" will be billed monthly to Customer at the monthly fixed rate identified on this Order Form for the time period (the "Initial Term") indicated in the applicable statement of work ("SOW") for such Cloud Services. Customer will pay the charges for these Cloud Services on the payment terms identified on this Order Form. These Cloud Services will be provided in accordance with the applicable SOW and will automatically renew for an additional term equivalent to the Initial Term identified in the SOW unless either party notifies the other party at least thirty (30) days prior to expiration of the then-current term. If these services are terminated prior to the expiration of the Initial Term for any reason other than Kronos' uncured breach, then Customer shall nonetheless be liable for all of the fees that Customer has committed to pay Kronos for delivery of these Services during the Initial Term.

Contact: Janine Bouyea
bouyeaj@natividad.com
(831) 783-2367

Item	Quantity	Total Price
DATABASE MANAGEMENT-M/F-8-5 UP TO 2,500 EE INCREMENTS MONTHLY FEE	13	\$15,470.00
DATABASE MANAGEMENT-M/F-8-5 UP TO 2,500 EE INCREMENTS MONTHLY FEE	13	\$15,470.00
Total Price		\$30,940.00

QUOTE SUMMARY

Description	Total Price
Subtotal	\$30,940.00
Deposit	(\$0.00)
Tax	\$0.00
Grand Total	\$30,940.00

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

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.kronos.com

NATIVIDAD MEDICAL CENTER**Kronos Incorporated**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice.



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2. CLOUD SERVICES ENGAGEMENT OVERVIEW

Natividad Medical Center (6083270) is an existing Kronos customer whose Kronos solutions are currently deployed on-premise at Natividad, on their own infrastructure at Kronos v6.1. They have requested assistance from Kronos with maintaining their SQL Server database environment and have chosen to enroll in the Kronos Cloud Services monthly Database Management service. This document provides information on the service(s) selected and the fees associated.

Primary Customer Contact Information:

Contact Name	Janine Bouyea
Contact Phone Number	831.755.4280
Contact E-Mail	bouyeaj@natividad.com

Products Used

The following products are considered in scope for the services defined within this document. Additional products and/or licenses may incur additional fees.

Product	#Licenses Owned	Version
Workforce Timekeeper	1750	6.1
Workforce Manager	105	6.1
Workforce Employee	1750	6.1
Workforce Integration Manager	1750	6.1
Workforce Absence Manager	1250	6.1
Workforce Scheduler	850	6.1
Workforce HR	1750	6.1
Workforce Payroll	1250	6.1
Workforce HR Administrator	5	6.1
Workforce HR/PR Manager	85	6.1
Workforce HR/PR Employee	1500	6.1
Workforce Mobile Manager	105	6.1
Workforce Mobile Employee	1500	6.1
Workforce Analytics for Healthcare	1750	6.1

3. CLOUD SERVICES PRICING SUMMARY

Payment shall be due as set forth on the applicable Order Form as mutually agreed upon and entered into between Kronos and Customer. One-time fees (e.g., Setup/Startup fees) will be invoiced upon execution of the Order Form. Services delivered on a time and materials basis will be invoiced at the end of the month for the services delivered in that month. Services with fixed monthly fees will be invoiced in advance of the month the services are delivered. Items out of scope require a mutually agreed upon written Change Order and will be invoiced at the end of the month the services are performed. All costs quoted in this SOW are in USD\$.

3.1 FIXED MONTHLY FEES

Fixed Fee Cloud Services will be provided as defined in this Statement of Work and after the initial term will automatically renew monthly unless either party notifies the other party at least thirty (30) days prior to the expiration of the then current term. If these services are terminated prior to the expiration of the Initial Term for any reason other than Kronos' uncured breach, then Customer shall nonetheless be liable for all of the fees that Customer has committed to pay Kronos for delivery of these Services during the Initial Term.

Service	Part #	Unit	Term	Qty	Role	Monthly Fees	Total Fees
Database Management <i>Workforce Timekeeper Suite</i> M/F-8-5 up to 2,500 EE	9990099-CON	Month	13	1	Managed Services Consultant	\$1,190.00	\$15,470.00
Database Management <i>Workforce Analytics</i> M/F-8-5 up to 2,500 EE	9990099-CON	Month	13	1	Managed Services Consultant	\$1,190.00	\$15,470.00
Total Monthly Service Fees (Fixed):						\$2,380.00	\$30,940.00

3.2 FEES SUMMARY

Item	
Initial Term (months)	13
Cloud Services Monthly Hosting Fee (sum of monthly fees)	\$.00
Cloud Services Monthly Fixed Fee (sum of monthly fees)	\$2,380.00
Cloud Services Hosting Set Up Fees	\$.00
Cloud Services Time and Material Fees	\$.00
Total Cloud Services Fees	\$30,940.00

4. CLOUD SERVICES OVERVIEW

4.1 DATABASE MANAGEMENT OVERVIEW

The Kronos DBA will work remotely on your database system regularly, on a planned / scheduled basis, and inform you of any abnormal situations that may arise. From time to time, your Kronos DBA may request meetings with you and or other members of your IT staff to discuss the database and overall environment.

The following key activities will be completed as part of this service:

Activity	Description	Deliverable
Initial Analysis*	A complete review of the database system resulting in a report detailing findings and recommendations Review analysis with customer	Initial Analysis Report
Initial setup	Creation of maintenance plans or modification of existing maintenance plans** Alert setup Test plans and alerts	Database Maintenance Plan*
Ongoing Maintenance	Review maintenance plan history Review database health check output Review database reconcile reports Capacity planning and monitoring Review SQL Server logs Review server performance Review Windows Event Viewer Review memory and CPU utilization Review Best Practice Settings	Database Maintenance Report
Test Database Refresh	Copy Production database to Test database periodically, on request Scrub copy of database and deliver to KGS, on request	
As Needed	Perform corrective actions necessitated by reviews Perform database integrity checks Perform corrective action as needed Rebuild indexes Notify Customer of corrective actions, including system changes or escalations to KGS	

* Should the initial analysis reveal that the database server is underpowered or adequate disk space is not available, upgrade recommendations will be included in the report.

** Basic backup and recovery is part of the service. Advanced scenarios such as SQL Server log shipping can be configured after a change order has been completed.

Major database upgrades are out of scope.

4.1.1 SERVICE LEVEL SELECTED

- M/F 8 X 5 – Kronos DBA will respond with 2 hours during regular business hours according to planned schedule



5. CLOUD SERVICES ASSUMPTIONS

This Statement of Work is subject to the terms and conditions of that certain Sales, Software License and Services Agreement between Kronos and Customer dated 11-20-2007, as Amended by Amendment No. 1 with an effective date of 4-1-2010, and as further amended by Amendment No. 2 with effective date of 10-1-2010, and as further amended by Amendment No. 3 with an effective date of 10-1-2011.

Assumptions:

- Customer will grant system access to members of the Kronos Cloud Services (KCS) team, as needed, for services to be delivered.
- Customer will assist in scheduling with the KCS resource(s) and provide a single point of contact to facilitate coordination as needed.
- Customer will provide access as necessary to all technical and application experts needed to facilitate services.
- Customer will provide English speaking representation to all technical and application experts needed to facilitate services.
- The KCS team may perform services throughout a business week (i.e., Monday through Friday, excluding Federal holidays) and such services performed may not necessarily be delivered at the same time each week.
- Services may be delivered remotely; however, in the event that onsite services at Customer's facility are required, travel expenses will apply. Kronos will notify Customer in the event any such travel is required.
- Customer will prioritize and approve requests within a timely manner to enable Kronos Cloud Services to be delivered effectively
- Customer must remain current on Software Maintenance for the volume of licenses and/or terminals included within the scope of this Service
- If a VPN is required, customer is required to have a resource knowledge to install and support the customer side of a VPN tunnel.
- 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.

6. SIGNATURES AND APPROVALS

SUBMITTED AND APPROVED BY KRONOS

By: _____ Date: _____

By signing below, Natividad Medical Center is in agreement to the scope contained within the sales agreement and applicable addendum's for the Services described above.

Sincerely,
Kronos Inc.

ACCEPTED AND AGREED

Natividad Medical Center

By: *[Signature]* Date: 6/11/13

Title: CEO



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Crystal Reports is a registered trademark of Business Object SA.

Statement of Work

For the Kronos Workforce v6.3 Upgrade

Prepared for Natividad Medical Center

Created:	11/21/2012	Expires unless SOW signed by:	5/30/2013
Prepared By:	Suzette Reid / Terra Johnson	Filename:	Natividad HRMS v63 Upgrade Su112112-R2.docx
Salesperson:	Doug Hood	Project Type:	Upgrade with New Implementation

NATIVIDAD MEDICAL CENTER**Kronos Incorporated**Signature: 

Signature: _____

Name: Henry Wei

Name: _____

Title: CEO

Title: _____

Effective Date: 6/11/13

Effective Date: _____

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1 EXECUTIVE SUMMARY

1.1 DOCUMENT PURPOSE

Kronos is pleased to be considered a human capital management business partner with Natividad Medical Center. The purpose of this document is to provide an outline of the work required and the professional services estimated for your Kronos solution.

This document defines current understanding by Kronos of the engagement's objectives, scope, assumptions, risks and constraints and is based upon information gathered during conversations with Natividad Medical Center during the sales cycle, with the key assumption that Kronos and Natividad Medical Center will jointly staff the project team during the project lifecycle.

This Statement of Work provides a documented basis for making future decisions and for confirming or developing a common understanding of project scope among the stakeholders. Any change to the assumptions in this document or the discovery of increased complexity during the engagement will be considered a change in the scope of the professional services, and will be managed through the Kronos standard change control procedures.

For detailed information regarding project scope and assumptions, project complexity and risk areas, please see the sections of the document after the approval page. Please note that an approval in section 1.3 includes approval of the Statement of Work details and Assumptions and Appendixes sections.

The appendixes of this document also make reference to and provide hyperlinks for the Kronos Engagement Guidelines and Customer Implementation Guide, if applicable.

1.2 PROJECT OVERVIEW

1.2.1 PROJECT GOALS AND OBJECTIVES

Natividad Medical Center has approximately 1500 employees. They will be upgrading from Workforce Central v6.1 to v6.3

This project will be focused on upgrading and expanding its Kronos workforce management solution in 8 weeks.

The scope of this engagement includes the implementation of the products and services summarized in the Kronos solution that follows.

This proposal anticipates that the solution will be fully operational in a production environment based upon the project scope detailed in this document and the mutually agreed solution design documentation completed collaboratively during the project.

1.2.2 PROPOSED SOLUTION

The proposed solution is an upgrade of your Workforce Central system from version 6.0/6.1/6.2 to version 6.3 with in a test and production environment and includes the following:

Workforce Central Upgrade	8 Week Project Duration
Workforce Timekeeper/Employee/Accruals	Test and Production
4500 Terminals	Test and Production
Navigator	Test and Production

Workforce HR	Test and Production
Workforce Payroll	Test and Production
Workforce HR Self Service and Open Enrollment	Test and Production
Workforce Integration Manager*	Upgrade of up to 4 HR or Payroll Interfaces and 1 Time Import Interface. Test and Production
Custom Reports**	Upgrade of up to 5 HR or Payroll reports. Test and Production
Workforce Absence Manager	Test and Production
Workforce Scheduler	Test and Production

*The upgrade of up to 4 HR/Payroll interfaces is included in the scope of this estimate. The included interfaces are interfaces to benefit providers, G/L Interfaces, and/or any extraction of HRMS related data to a third party vendor. The upgrade will be a "like for like" upgrade and any additional requests will be handled through the standard change control process. This upgrade does not include any interfaces being imported into Kronos from third party vendors, the upgrade of those interfaces will be handled through the standard change control process. Kronos will also upgrade one time import interface as a part of this effort.

**The upgrade of up to 5 custom reports is included in the scope of this upgrade estimate. These reports are for HR or Payroll related reports only and include a like for like upgrade of the report. Your Kronos project team can scope out any changes to your custom report you require through the standard change control process. Crystal reports will be upgraded to Crystal 11. This upgrade does not include any Workforce Timekeeper/Attendance/Leave/Scheduler/Activities custom reports as those reports will require a deeper review into the application that was used to write the report, the required scope/effort to upgrade the reports, and the need for RDLC 2010 or Crystal Adapter technologies.

The rewrite of custom code has not been included in this estimate. Kronos will test the custom code with the test system upgrade, and if changes are needed to the custom code, Kronos will provide the customer with an estimate of the cost to complete the changes. If no changes are needed to the custom code, Kronos will upgrade the custom code into the production environment as part of this upgrade.

The implementation of new features, or existing features not currently implemented in your environment are not included in the scope of this engagement. Contact your Kronos representative for a quote for implementing any additional features and functions.

The estimated investment included in this Statement of Work is quoted in USD\$:

Item	\$
Upgrade Services	\$35,200.00
Estimated Investment for This Upgrade	\$35,200.00

The Upgrade Services estimated are based on the following buying scenario:

SOFTWARE AND INTERFACES

Software and Interfaces	Service Type
Workforce Timekeeper	Upgrade
Workforce Manager WTK	Upgrade
Workforce Employee WTK	Upgrade
Workforce Accruals	Upgrade
Workforce HR	Upgrade
Workforce HR/PR Administrator	Upgrade
Workforce Employee HR/PR	Upgrade
Workforce Manager HR/PR	Upgrade
Workforce Payroll	Upgrade
Workforce Integration Manager	Upgrade
Workforce Absence Manager	Upgrade
Workforce Scheduler	Upgrade

PROFESSIONAL SERVICES

The professional services estimate is based on the extensive experience that Kronos has in implementing human capital management solutions using our proven Momentum™ implementation and project management methodologies and tool sets. These methodologies are adaptable and responsive to an individual project’s requirements while still providing repeatability and a consistently high quality customer experience.

EDUCATIONAL SERVICES

During the project, by means of education and consulting services, a solid knowledge transfer will occur between Kronos and Natividad Medical Center. This knowledge transfer will allow you to take ownership of your new Kronos application.

1.2.3 PROJECT DURATION AND IMPLEMENTATION APPROACH

The project estimates provided in this Statement of Work are based on a deployment that consists of 1 Deployment of all Kronos applications in the test environment and 1 Deployment in the Production environment with an estimated total duration of 8 - 10 weeks for both test and production. Depending upon Natividad Medical Center’s resource availability and project task capability, the duration of the project may need to be extended. This will increase the number of hours required for tasks that are performed on a weekly basis such as managing project communications, managing/updating project plans, facilitating project meetings and updating project status reports.

Depending on the product features designed during the project, the capabilities of the project team, and capacity of the end user community to accept the solution, the project team may recommend additional deployment phases. For example, it may be recommended to initially concentrate on core functionality requirements, followed by optional features after a period of stabilization and acceptance by the customer community, resulting in a more efficient project and improved customer experience. Any mutually agreed-upon changes to the deployment approach will be handled through the Kronos standard change control procedures.

It is assumed that a high level executive will be assigned as an Executive Sponsor and will remain engaged during the full lifecycle of the implementation. The Executive Sponsor will secure resources to support the defined duration of the project, take active part in Project Kick-off and Solution Overview, Phase Reviews

and completing Milestone sign-offs. This level of Executive involvement will allow for cost containment resulting in an increased Return on Investment (ROI) and avoid unnecessary delays.

A Remote delivery method will be used for this implementation. These are the benefits of this approach;

- Minimal impact on your business due to staffing resources based on the needs of our customer which incorporate the best use of onsite and virtual interaction
- An efficient implementation process won't waste your time with starts and stops. We'll deliver a solid plan using a seasoned team of experts who get it right the first time
- We offer a variety of convenient training options to fit any budget - at your desk, at our offices, or at your location



1.3 SIGNATURES AND APPROVALS

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By: _____ Date: _____

This Statement of Work is subject to Natividad Medical Center's agreement with Kronos governing Professional and Educational Services. By signing below, Natividad Medical Center's authorized representative agrees to purchase the services described herein.

Very truly yours,

Kronos Incorporated

ACCEPTED AND AGREED

Natividad Medical Center

By:  Date: 6/11/13

Title: CEO

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Crystal Reports is a registered trademark of Business Objects SA.

2 STATEMENT OF WORK DETAILS

2.1 SOLUTION ASSUMPTIONS

The following solution details have been discovered through a Customer Upgrade Survey completed by Natividad Medical Center to form the scope by which this project will be managed. Additional assumptions have been made, where necessary, in order to estimate the professional services required for Natividad Medical Center's solution.

Solution analysis and design may be performed during the Assess Phase(s) of the project in order for both parties to mutually agree on the Solution Design. If the solution or assumptions defined in this document change, Kronos and Natividad Medical Center will review and adjust the project scope and budget accordingly through standard Kronos change control procedures. Where applicable throughout this section, if not specifically stated as "Kronos to Implement" Natividad Medical Center is responsible for the implementation or configuration.

2.1.1 GENERAL IMPLEMENTATION INFORMATION

Item	Total	Kronos to Implement
No. of Employees	1500	1500

2.1.2 EXISTING SYSTEMS LIST

2.1.2.1 Kronos Products

Product	Version	Features
Workforce Timekeeper	v6.1	
Workforce Manager WTK	v6.1	
Workforce Employee WTK	v6.1	
Workforce Accruals	v6.1	
Workforce HR	v6.1	
Workforce HR/PR Administrator	v6.1	
Workforce Employee HR/PR	v6.1	
Workforce Manager HR/PR	v6.1	
Workforce Payroll	v6.1	
Workforce Integration Manager	v6.1	
Workforce Absence Manager	v6.1	
Workforce Scheduler	v6.1	

2.1.3 WORKFORCE UPGRADES

Item	Scope and Assumptions
Existing Modules / Features	Existing modules and features will be upgraded and tested applicable to the version purchased.
Existing Configuration	Existing configuration will be upgraded applicable to the version purchased. Any changes to pay/work rules or other configuration are not included in a standard upgrade estimate; however, additional consulting services may be

Item	Scope and Assumptions
	purchased to perform this and will be shown later in this document if included in project scope.
New Features	Only features listed in the Software and Interfaces table in the Executive Summary are included in this project.
Navigators	<p>Kronos will implement up to 5 Kronos Recommended navigators designed to mimic the structure of Natividad Medical Center's current Workforce Central User Interface. One navigator will be created for each of the following roles: Manager, Employee, HR Administrator, Payroll Administrator, and System Administrator.</p> <p>Limited changes to the default configuration of these Kronos Recommended navigators is included, such as updating the configuration of a navigator to include customer-specific Workforce Central configuration and the renaming of individual items in a navigator. Additions of new content or changes in layout/design are <u>not</u> included.</p> <p>For customers that may have one or more navigators deployed that require upgrading, Kronos will migrate the navigator assignments from GDAP to Navigator Profiles will be included.</p> <p>New functionality will <u>not</u> be added on to existing navigators. If included, this option provides optional modification to layouts, the introduction of new widget types and the addition of Single Link Widgets on up to 5 existing navigators.</p>
Terminals	Kronos will be responsible for upgrading/testing one terminal in conjunction with Natividad Medical Center, and the remainder of the terminals will be upgraded/tested by Natividad Medical Center resources.
Workforce Device Manager	Kronos will be responsible for validating up to three (3) devices. The remainder of the terminals will be upgraded / tested by Natividad Medical Center resources.
Process Manager Templates	Natividad Medical Center has up to 3 templates that require upgrading.
Group Schedules	Natividad Medical Center is using Group Schedules that requires upgrading.
Business Procedures and Policies	Natividad Medical Center is responsible for reviewing all new functionality of the solution, determining the impact on the organization and developing and communicating any new workforce management policies or business procedures to support the Kronos solution.
HR/Payroll query tool security	In v6.3, the customer can determine which views users can see in the "View to Export" drop-down list by assigning those views to Security Roles. The new setup component, called Query View Security, will limit the options users see when they access the query tool. The customer is responsible for setting up the security for the query tool.
HR/Payroll employment actions	In v6.3, additional notification tags were added to the Employment Actions. The customer can insert additional tags in the body of a system generated e-mail notification to provide e-mail readers more information about an employee upon completion of an employment action (hire, terminations, etc). Customers are responsible for taking advantage of this expanded capability.
HR benefit copy tool	In v6.3, there is a new "copy" benefit plan feature which allows customers to copy existing benefit plans in the WF HR system to create new ones. In addition, there is a new "copy" benefit rate table feature. These new features were designed to reduce the time it takes to setup new benefit plan that are similar to existing ones.
Custom Reports – HR and Payroll	The upgrade of up to 5 custom reports is included in the scope of this upgrade estimate. These reports are for HR or Payroll related reports only and include a like for like upgrade of the report. Your Kronos project team can scope out any changes to your custom report you require through the standard change control process. Crystal reports will be upgraded to Crystal 11.

Item	Scope and Assumptions
Custom Reports – Workforce Timekeeper/Accruals/Attendance Leave/Scheduler	No custom reports were identified.
HR Self-Service Customization	Upgrades to HR self-service customizations are not included as part of a standard upgrade. This Statement of Work includes time to assess Natividad Medical Center's HR self-service customization.

2.1.4 WORKFORCE INTEGRATION MANAGER

CORE PRODUCT

Item	Scope and Assumptions
General Assumptions	<p>Kronos will:</p> <ul style="list-style-type: none"> Upgrade up to four (4) Workforce Connect HR/Payroll export interfaces to Workforce Integration Manager – Like to like functionality Upgrade one (1) time import if utilized Install the Workforce Integration Manager™ module on all Workforce Central application servers Install Workforce Integration Manager – Interface Designer on 2 Windows machines Assess and configure generic data access profiles and functional access profile to accommodate Workforce Integration Manager users Assess and configure up to ten mapped folders and/or connections required by Workforce Integration Manager

2.1.5 TECHNOLOGY

Item	Scope and Assumptions
Technology Resources	<p>Natividad Medical Center is responsible for providing and installing all hardware, operating system software, database software and non Kronos-provided software necessary for the operation of the Kronos application. Natividad Medical Center should provide appropriate technical resources to minimize any technology risks identified throughout the implementation.</p>
Database	<p>The database will be installed on SQL Server 2005 or 2008 Natividad Medical Center is responsible for installation of the database software - SQL Server with the recommended service packs.</p>
Application Server Software	<p>JBOSS - Kronos Provided on 1 server(s) or images. If the application server is Oracle, WebLogic, or WebSphere, additional services may be required.</p>
Operating System	<p>Microsoft Windows 2003 or 2008 Server. 32 Bit OS</p>
Supported Systems	<p>Not all operating systems, application server software, Web browsers, etc., are supported for all Workforce products and features. Please contact your Kronos technical representative for detailed information.</p>
Environments required during the upgrade	<p>Natividad Medical Center understands that Kronos requires a minimum of two (2) environments i.e., Test and Production.</p>
Additional Technology Factors	<p>LDAP (Lightweight Directory Access Protocol) will not be used as a security authentication method. A load balance configuration is recommended if two or more application servers are implemented. Natividad Medical Center has advised that they will not utilize load balancing.</p>

Item	Scope and Assumptions
	<p>Natividad Medical Center will not be utilizing a DMZ (demilitarized zone) for security purposes.</p> <p>Single sign-on will not be setup to have user's network login credentials be used to access the Kronos application(s).</p> <p>SSL (Secure Sockets Layer) will not be utilized to encrypt information passing back and forth from the Kronos application.</p>
Server Specifications	<p>Natividad Medical Center will provide hardware server specifications to Kronos resources for all servers that will be involved in the implementation, based on the Kronos' Hardware Recommendations Report.</p>
Remote Connectivity	<p>When Kronos resources are working remotely, they will have access to Natividad Medical Center's Kronos system via a mutually agreed-upon standard.</p>

2.2 PROFESSIONAL SERVICES

2.2.1 PROJECT MANAGEMENT LEVEL OF SERVICE / ESTIMATED SERVICES

The project management service offerings; project support, project management and program management have been reviewed and based on discussions regarding the solution and technology complexities, as well as on the customer internal dynamics, the "Project Management" level of service will be used for this project.

The Customer Project Manager under this level of support will partner with the Kronos Project Manager to align the desired project outcomes, producing key results related to the critical Workforce Management business needs. The Customer Project Manager assists the Kronos Project Manager by managing Customer Team member responsibilities as necessary for success in the overall implementation process; however, Kronos leads the Kronos Team members and the overall implementation process.

This level of support is suggested when the Customer Project Manager has experience leading by directing, coaching, and facilitating Customer Team resources. Usually having a background in resource evaluation and staffing, change management, and team building, the Customer Project Manager monitors the progress and completion of project milestones towards achieving the project completion date. He or she also helps resolve any surprises or concerns that may arise during the implementation.

The estimate of time allocated for this level of project management services is an average of 3 hours per week for the duration of 8 weeks (totaling 24 hours).

Should the level of required project management services increase, or should there be an extension to the project duration, additional services can be purchased through the Kronos standard change control procedures. For Workforce Central implementations and more information regarding project management services, please refer to the Customer Implementation Guide in the Appendixes section.

2.2.2 ESTIMATED SERVICES

This table outlines all services associated with project implementation tasks including the 24 hours of overall project management services outlined in the Project Management Level of Service/Estimated Services section.

SERVICES IMPACT

Product/Service	Hours
Project Management Services	30
Workforce Timekeeper	40
Workforce HR/Payroll	80

Workforce Absence Manager	12
Workforce Scheduler	14

2.3 PROFESSIONAL SERVICES BY ROLE

This table outlines the professional services related to project implementation. It represents the services by role, rate and part number that have been identified throughout this Statement of Work.

Role	Hours	Rate	Total
Project Manager (9990002-HOS)	30	\$200.00	\$6,000.00
Application Consultant (9990003-HOS)	56	\$200.00	\$11,200.00
Technology Consultant (9990003-HOS)	50	\$200.00	\$10,000.00
Application Consultant (9990002-HOS)	40	\$200.00	\$8,000.00
TOTAL	176		\$35,200.00

2.4 EDUCATIONAL SERVICES

Kronos Educational Services offers a full schedule of classes in the virtual classroom to give guided instruction on how to best utilize the software. More advanced and technical courses are offered in the traditional classroom at locations across the country. All Kronos courses are designed with extensive hands-on practice exercises to reinforce new skills and concepts.

Training points allow you to plan and budget training for your organization, yet give you flexibility to select specific courses to meet your implementation and continuing education needs. Training points can be used toward instructor-led training in the virtual classroom, in the traditional classroom, and for customer exclusive training. Pricing for public classes, both virtual and in a Kronos classroom, is based on one student per paid seat. Pricing for each private event is based on a daily rate for the number of planned attendees. If additional students attend training, additional fees may be incurred.

Kronos recommends the best practice of having at least two individuals from your organization receive training on the Kronos solution. Selecting one primary and one backup resource from within your functional and technical teams ensures adequate coverage in the event of an urgent change or support request or employee turnover.

For complete course descriptions, objectives, and pre-requisite information, please see the Kronos Education learning paths that your Kronos salesperson will provide, or visit <http://www.kronos.com/Support/Education.htm>.

2.4.1 EDUCATIONAL SERVICES SUBSCRIPTION - KNOWLEDGEPASS™

KnowledgePass is an online educational portal that provides 24/7 anytime-anywhere access to in-depth training content to help your employees maximize productivity and achieve their goals: from implementation to optimization. Gain instant access to helpful tutorials, job aids, in-depth, hands on tools, webinars, and educational documents to help your team succeed. Use KnowledgePass to:

- Prepare for, practice and reinforce what you learned during implementation training
- Prepare your end users for the deployment of your Kronos solution
- Train new hires
- Reinforce and refresh skills

KnowledgePass offers the convenience of online learning with the cost savings of a subscription service and unlimited access to all components and content included in KnowledgePass, including:

- **Interactive hands-on simulations:** to refresh your skills and reinforce those that you learned in your Kronos classes
- **Sandbox:** to practice on a live system what you learned during your implementation classes and to test drive new features
- **Tutorials:** to onboard new users
- **Job aids:** to quickly reference when performing common tasks
- **Step/Action Tables:** to provide you extra support when performing your tasks
- **Concepts:** to learn or review key Kronos product concepts
- **Training kits:** to tailor your own end user training
- **Ask-the-instructor:** to connect with one of our expert Kronos instructors
- **Business Professional References (Books24X7):** to stay current on topics impacting workforce managers

KnowledgePass offers tools for end users to easily build the learning path that meets their needs. Training managers can use the KnowledgePass tools to define learning paths for their end users and track their progress. And, you can manage your users' profiles, adding and modifying them as you need.

2.4.2 SELECTED TRAINING

Course Name	# of Seats/Qty	Points	Total Points
Workforce Central Upgrade			
WFC 6.2 to 6.3 New Features Overview – Project Team (included in KPASS)	unlimited	0	0
WFC 6.3 Preparing to Upgrade - Administrators (included in KPASS)	unlimited	0	0
WFC 6.3 Configuring Navigators – Administrators (included in KPASS)	unlimited	0	0
WFC 6.3 Manager and Employee Training Kit	unlimited	0	0
Workforce Timekeeper Upgrade			
WTK 6.0/6.1/6.2 to 6.3 New Features Overview – Project Team (included in KPASS)	unlimited	0	0
Assessing the Impact of Pay Rule Changes – Payroll Administrator (included in KPASS)	unlimited	0	0
Workforce HR Upgrade			
WF HR 6.3 New Features Overview – Administrators (included in KPASS)	unlimited	0	0
WF HR 6.3 New Features Overview – Project Team (included in KPASS)	unlimited	0	0
Workforce Payroll Upgrade			
WF PR 6.3 New Features Overview – Administrators (included in KPASS)	unlimited	0	0
WF PR 6.3 New Features Overview – Project Team (included in KPASS)	unlimited	0	0
Workforce Scheduler Upgrade			
Workforce Scheduler 6.1/6.2/6.3 New Features Overview – Project Team and Admin (included in KPASS)			
Workforce Absence Manager			
Workforce Absence Manager 6.1/6.2 to 6.3 New Features Overview – Project Team and Admin (included in KPASS)			

TRAINING POINT SUMMARY



Part Number	Total Points	Price Per Point	Extended Price
TRAINPTS	0	\$1.00	\$ 0.00
TRAINPTSHRMS	0	\$1.00	\$ 0.00

*This estimate assumes that the Customer has a current KnowledgePass Subscription

3 APPENDIXES

3.1 ADDITIONAL REFERENCE DOCUMENTS

3.1.1 ENGAGEMENT GUIDELINES

For information related to Kronos' Engagement Guidelines, please point your browser to <http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm> for information relating to:

- Professional Services and Educational Services Policies
 - Cancellation Policies
 - Change Order Process

The terms and conditions contained within the **Kronos Sales, Software License and Service Agreement** are applicable to all Kronos provided Professional and Educational Services.

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

3.1.1.1 Engagement Guidelines

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, 8:00 AM – 5:00 PM, Monday through Friday.
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:
 - a. All Professional Services will be scheduled and billed in 4 hour increments with a minimum charge of 4 hours.
 - b. After Hours
 - i. All scheduled work will be billed at 1.5 times the current contract rate by role.
 - ii. After Hours are 5:00 PM – 8:00 AM, Monday through Thursday.
 - c. Weekend
 - i. All scheduled work will be billed at 2.0 times the current contract rate by role.

- ii. Weekend is 5:00 PM Friday – 8:00 AM Monday.
 - d. Holiday
 - i. All scheduled work will be billed at 2.0 times the current contract rate by role.
 - ii. Holiday is recognized Kronos Holiday (see below).
 - e. Onsite Support requiring Travel:
 - i. All travel time (portal to portal) will be billed at the current contract rate by role.
 - ii. Expense reimbursement is pursuant to the agreement covering such Professional Services between the customer and Kronos.
9. Kronos requires notification for the cancellation or rescheduling of Kronos personnel. Customer will be charged for failure to meet the following notification requirements:
- a) 2 business days prior to scheduled work — 50% of planned charges are invoiced for scheduled work.
 - b) 1 business day prior to scheduled work — 100% of planned charges are invoiced for scheduled work.
 - c) Business days are Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays.

Here is an example:

- o *Work is scheduled for Wednesday, 1p – 5p (4 hours)*
- o *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:

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

Kronos Professional Services recognizes the following holidays:

- o New Year's Day
- o President's Day
- o Memorial Day
- o Independence Day
- o Labor Day
- o Thanksgiving Day and the day after
- o Christmas Day

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.

Educational Services

1. All Instructor-led Educational Services classes will be held at a Kronos facility, unless Customer has purchased onsite location training.
2. Customer is responsible for travel costs for employees attending training at a Kronos location. Customer is responsible for travel and related costs for a Kronos trainer providing instruction at the Customer location.
3. Kronos requires notification of cancellation from an Instructor-led class. Customer will be charged for training upon failure to meet the following notification requirements:
 - o Public classes that are two (2) days or less in duration must be cancelled within 5-business days of the scheduled class commencement date.
 - o Public classes that are three (3) days or greater in duration must be cancelled within 10-business days of the scheduled class commencement date.
 - o Private classes scheduled by the Customer, whether onsite at Customer location or held at a Kronos location, must be cancelled within 15-business days of the scheduled class commencement date.
4. Customer may substitute attendees at any time, provided such attendee has met all course prerequisites.
5. Kronos reserves the right to cancel any public class within 5-business days of the scheduled commencement.
6. 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.

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.

3.1.2 CUSTOMER IMPLEMENTATION GUIDE

For Workforce Central implementations please refer to the Kronos Customer Implementation Guide for information relating to:

- Implementation Methodology Tasks and Preparatory Information
- Detailed Project Resourcing Outlines
- Project Management Services and Processes
- Kronos Education
- Professional Services Policies and Procedures including non-business hour rate structure

Note: If the Kronos Customer Implementation Guide was not provided with this Statement of Work, please contact your Kronos sales executive for a copy.



SYSTEM UPGRADE

ORDER FORM

Quote#: 365355 - 1
Expires: 28-JUN-2013
Prepared By: Hood, Edward Doug

Order Type: Upgrade US
Date: 23-MAY-2013
Page: 1/2

Bill To: NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS
CA 93906
United States

Ship To: Attn:JANINE BOUYEA
NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS
CA 93906
United States

Solution ID: 6083270

Contact:
Email:

Payment Terms: N30
Currency: USD
Customer PO Number:

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:

This order is subject to the terms and conditions of that certain Sales, Software License and Services Agreement between Kronos and Customer dated 11-20-2007, as Amended by Amendment No. 1 with an effective date of 4-1-2010, and as further amended by Amendment No. 2 with effective date of 10-1-2010, and as further amended by Amendment No. 3 with an effective date of 10-1-2011.

Contacts: Chrissy Garza garzaic@natividad.com (831) 783-2702
Janine Bouyea bouyeaJ@natividad.com

PROFESSIONAL SERVICES / EDUCATIONAL SERVICES

Item	Quantity	Unit Price	Total Price
MOMENTUM FOR HEALTHCARE	70 Hours		\$14,000.00
Project Manager	30 Hours	\$200.00	
Application Consultant	40 Hours	\$200.00	
MOMENTUM FOR HEALTHCARE HRMS	106 Hours		\$21,200.00
Application Consultant	56 Hours	\$200.00	
Technology Consultant	50 Hours	\$200.00	
Total Price			\$35,200.00

QUOTE SUMMARY

Description	Total Price
Subtotal	\$35,200.00
Deposit	(\$0.00)
Tax	\$0.00
Grand Total	\$35,200.00

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

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.kronos.com

NATIVIDAD MEDICAL CENTER**Kronos Incorporated**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice.



- CORE -
BASIC REPORTING SUPPORT

Statement of Work

For the Kronos Workforce Analytics Solution

V6.3

Prepared for Natividad

Created:	10/22/2012	Expires unless SOW signed by:	6/14/2013
Revised:	5/20/2013		
Prepared By:	Joel Wehner	Filename:	Natividad - v63 - WFAN - jw20121022-R3a.doc
Revised By:	Joel Wehner		
Salesperson:	Doug Hood	Tool Name:	
Pre-Sales Consultant:		Control ID:	
*Customer requires a purchase order for: None Needed		Project Type:	New Implementation – v63 WFAN Core

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ORDER FORM

Quote#: 323428 - 1
Expires: 14-JUN-2013
Prepared By: Hood, Edward Doug

Order Type: Upgrade US
Date: 23-MAY-2013
Page: 1/2

Bill To: NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS
CA 93906
United States

Ship To: Attn:L. JANINE BOUYEA
NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS
CA 93906
United States

Solution ID: 6083270

Contact: L. JANINE BOUYEA
Email: bouyeaj@natividad.com

Payment Terms: N30
Currency: USD
Customer PO Number: REQUIRED

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:

This order is subject to the terms and conditions of that certain Sales, Software License and Services Agreement between Kronos and Customer dated 11-20-2007, as Amended by Amendment No. 1 with an effective date of 4-1-2010, and as further amended by Amendment No. 2 with effective date of 10-1-2010, and as further amended by Amendment No. 3 with an effective date of 10-1-2011.

Contacts: Chrissy Garza garzaic@natividad.com (831) 783-2702
Janine Bouyea bouyeaj@natividad.com

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE ANALYTICS V6	1500	
WORKFORCE ANALYTICS FOR HEALTHCARE V6	1500	
	Total Price	\$45,000.00

*Includes applicable software media

SUPPORT SERVICES

Item	Duration	Total Price
GOLD SUPPORT SERVICE	14 MON	\$12,096.99
	Total Price	\$12,096.99

*Support values listed above are total for all applicable products in each section of this Order Form

Item	Quantity	Unit Price	Total Price
MOMENTUM ONLINE REMOTE TEAM	74 Hours	\$185.00	\$13,690.00
	Project Manager 74 Hours	\$185.00	

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



Quote#: 323428 - 1

Page: 2/2

PROFESSIONAL SERVICES / EDUCATIONAL SERVICES

Item	Quantity	Unit Price	Total Price
LABOR ANALYTICS IMPLEMENTATION	600 Hours		\$111,000.00
Analytics Consultant	82 Hours	\$185.00	
Analytics Consultant	212 Hours	\$185.00	
Management Consultant	306 Hours	\$185.00	
TRAINING POINTS	5000 Points		\$4,500.00
	2000 Points	\$0.90	
	3000 Points	\$0.90	
MOMENTUM FOR HEALTHCARE	273 Hours		\$50,505.00
Project Manager	184 Hours	\$185.00	
Technology Consultant	59 Hours	\$185.00	
Technology Consultant	30 Hours	\$185.00	
	Total Price		\$179,695.00

QUOTE SUMMARY

Description	Total Price
Subtotal	\$236,791.99
Deposit	(\$0.00)
Tax	\$0.00
Grand Total	\$236,791.99

NATIVIDAD MEDICAL CENTER	Kronos Incorporated
Signature: <u>[Signature]</u>	Signature: _____
Name: <u>Henry Weiss</u>	Name: _____
Title: <u>CEO</u>	Title: _____
Effective Date: <u>6/1/13</u>	Effective Date: _____
<p><i>Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice.</i></p>	

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1 EXECUTIVE SUMMARY

1.1 DOCUMENT PURPOSE

Kronos is pleased to be considered a human capital management business partner with **Natividad**, also referred to in this document as Customer. The purpose of this document is to provide an outline of the work required and the professional services estimated for your Kronos solution.

This document defines current understanding by Kronos of the engagement's objectives, scope, assumptions, risks and constraints and is based upon information gathered during conversations with **Natividad** during the sales cycle, with the key assumption that Kronos and **Natividad** will jointly staff the project team during the project lifecycle.

This Statement of Work provides a documented basis for making future decisions and for confirming or developing a common understanding of project scope among the stakeholders. Any change to the assumptions in this document or the discovery of increased complexity during the engagement will be considered a change in the scope of the professional services, and will be managed through the Kronos standard change control procedures.

For detailed information regarding project scope and assumptions, project complexity and risk areas, please see the sections of the document after the approval page. Please note that an approval in section 1.4 includes approval of the Statement of Work details and Assumptions and Appendixes sections.

The appendixes of this document also make reference to and provide hyperlinks for the Kronos Engagement Guidelines and Customer Implementation Guide, if applicable.

1.2 PROJECT OVERVIEW

1.2.1 PROJECT GOALS AND OBJECTIVES

Natividad is seeking an analytics analysis solution for their Workforce Central environment with software maintenance, implementation and support.

Natividad is an organization which has approximately **1,500** employees.

This project will be focused on implementing the Kronos Workforce Analytics Core.

The scope of this engagement includes the implementation of the products and services summarized in the Kronos solution that follows:

The proposed solution will also include:

- Kronos implementation at one (1) facility for 1,500 employees
- Install Workforce Analytics Web Server on Workforce Central application server
- Install Workforce Analytics Engine Server
- Install Workforce Analytics Application Server
- Provide standard ETL, Data mart, Metadata, Ad hoc reporting templates and standard reports for SQL environment
- 3 Months of history loaded from WTK,
- 1 Deployment environment
- 1, 8-hour System Administrator mentoring session for up to 2 participants (analytics system training session)

- 1, 8-hour End-user Training Team preparation and knowledge transfer session for up to 3 participants (analytics business process training session)
- Single (1) Corporate Kick-off and central project meetings

This proposal anticipates that the solution will be fully operational in a production environment based upon the project scope detailed in this document and the mutually agreed solution design documentation completed collaboratively during the project.

1.3 PROPOSED SOLUTION

The estimated investment included in this Statement of Work is quoted in USD\$:

Item	Dollar Amount
Professional Services	\$ 34,410.00
Educational Services	\$1,800.00
Estimated cost for Workforce Analytics Core	\$36,210.00

A Blended delivery method will be used for this implementation. A blended delivery method is a combination of both onsite and remote implementations. These are the benefits of this approach;

- Minimal impact on your business due to staffing resources based on the needs of our customer which incorporate the best use of onsite and virtual interaction
- An efficient implementation process won't waste your time with starts and stops. We'll deliver a solid plan using a seasoned team of experts who get it right the first time
- We offer a variety of convenient training options to fit any budget - at your desk, at our offices, or at your location
- There will be a greater visibility and integration of the Kronos team into **Natividad'** business operations
- We offer a consultative, collaborative approach to designing and implementing solutions that solve your critical business issues
- Direct person to person interaction provides greater opportunity for knowledge sharing.



1.4 SIGNATURES AND APPROVALS

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By: _____ Date: _____

By signing below and by signing the Sales, Software License and Services Agreement, Customer agrees to purchase the Services described in this document.

Very truly yours,
Kronos Incorporated

ACCEPTED AND AGREED

Natividad

By: *[Signature]* Date: 6/11/13

Title: CEO

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Crystal Reports is a registered trademark of Business Objects SA.

2 STATEMENT OF WORK DETAILS

2.1 SOLUTION ASSUMPTIONS

2.1.1 GENERAL IMPLEMENTATION INFORMATION

Item	Total	Kronos to Implement
No. of Employees	1,500	1,500

2.1.2 EXISTING SYSTEMS LIST

2.1.2.1 Kronos Products

Product	Version	Features
Workforce Timekeeper	v6.3	

2.2 PROJECT ASSUMPTIONS

The following solution details have been discovered through analysis with **Customer** throughout the Sales Cycle and from the scope by which this project will be managed. Additional assumptions have also been made, where necessary, in order to estimate the Professional Services required for **Customer's** solution.

- **Customer** has responsibility for all data cleansing and flat file creation to support interfaces with integrated systems. If more than two (2) iterations are required due to data issues, additional effort will require additional hours and handled through a Kronos standard change request.
- **Customer** has responsibility for all pay code configuration within their timekeeping application to support analysis and reporting. If more than one (1) iteration of pay code mapping is required due to pay code issues, additional effort will require additional hours and handled through a Kronos standard change request.
- Solution analysis and design may be performed during the Assess Phase(s) of the project in order for both parties to mutually agree on the Solution Design. If the solution or assumptions defined in this document change, Kronos and **Customer** will review and adjust the project scope and budget accordingly through standard Kronos change control procedures.
- The sales agreement submitted along with this proposal also identifies the hourly billing rate in effect for these services. The billing schedule for these professional fees will be monthly as rendered. Out-of-pocket expenses will be billed monthly in arrears for the expenses incurred during the previous month.
- The proposed solution estimates will be reviewed weekly by the Kronos Project Manager and Client Project Manager. If the Estimate to Complete (ETC) is deemed larger than the estimated hours remaining due to scope increases or delays, a Change Request will be required.

2.3 TECHNOLOGY ASSUMPTIONS

Item	Scope and Assumptions
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Item	Scope and Assumptions
Technology Environment	<p>This engagement will <u>NOT</u> leverage a hosted model.</p> <p>Leveraging a hosted environment will require additional services and unless otherwise noted in this Statement of Work with additional incremental analytics service hours is <u>NOT</u> in scope for analytics in this statement of work.</p>
Technology Resources	<p>Customer is responsible for providing and installing all hardware, operating system software, database software, client PC prerequisites, and non-Kronos provided software necessary for the operation of the Kronos application.</p> <p>Customer will provide appropriate technical resources to minimize any technology risks identified throughout the implementation.</p> <p>A separate Hardware document specific to Workforce Analytics will be made available upon request describing the Kronos system requirements.</p> <p>Workforce Analytics will require additional hardware resources outside of the Workforce Central hardware resources. These hardware resources include a separate database server and the possibility of multiple Business Intelligence and Reporting Servers.</p> <p>A dedicated Workforce Analytics environment that complies with the hardware sizing recommendations (including prerequisite software) at time of implementation must be available and fully functional prior to the start of this engagement.</p> <p>Fee Schedule does not include hardware and software acquisition or any associated vendor involvement. Kronos will not order or procure any hardware or software.</p>
Server Specifications	<p>Customer will provide hardware server specifications to Kronos resources for all servers that will be involved in the implementation, based on the Kronos' Hardware Recommendations Report.</p> <p>The Kronos hardware and software recommendations at time of implementation as validated against the current version/service pack release notes will take precedence.</p>
Workforce Analytics Database	<p>Customer is responsible for installation of the database software along with the recommended service packs.</p> <p>The Kronos hardware and software recommendations at time of implementation as validated against the current version/service pack release notes will take precedence.</p>
Environments/Instances – Workforce Analytics Implementation	<p>Kronos will install, configure and load one environment/instance of Workforce Analytics for Customer.</p> <p>Incremental service fees would apply if additional environments are required.</p>
Microsoft Excel 2007 or higher	<p>Microsoft Excel 2007 or higher is an option</p> <p>Office plug-in also available – individual users will need admin rights on their workstation</p>
Security	<p>Workforce Analytics security is based upon the Workforce Central user profile access.</p>
Remote Connectivity	<p>When Kronos resources are working remotely, they will have access to Customer's Kronos system via a mutually agreed upon standard.</p>

2.4 IMPLEMENTATION ASSUMPTIONS

Item	Scope and Assumptions
Client Stakeholder Participation and Cooperation	Participation and cooperation by the Client stakeholders is critical to the success of this project. Any delay in obtaining information and access to these persons will have a negative impact on the completion of this project.
Client Technology Infrastructure	Documentation for the Client technology infrastructure is available. In addition, Client will provide a subject matter expert on the client infrastructure.
Workforce Central Version	The current installed version of Workforce Central is 6.3 or 6.2 and is in one centralized database instance.
Kronos Access	<p>In order to complete the installation of the proposed Analytics solution, Kronos consultant(s) require FULL administrative rights to the Kronos environment with a non-expiring password* for installation of the databases (SA Login), adding database users, installation of application and scheduling of routine permanent jobs necessary to the Kronos application (as outlined in the Kronos installation documentation and standard Service Level Agreement (SLA).</p> <p>The Kronos consultant(s) will promptly be given a user ID, password, authority, and IT resource support to access both electronic data and paper reports needed for the project.</p> <p>The Kronos consultant(s) will promptly be given FULL administrator rights to the Kronos application environment (including servers) and database environment (including servers).</p> <p>Delays in providing the necessary access will impact the implementation schedule along with the deliverables and will result in additional professional services to accommodate the delay which will be handled through the Kronos standard change order procedures.</p> <p>*Note: Not necessarily to the Domain</p>
New or Customized Metric Development	<p>Standard metrics are in scope for this engagement.</p> <p>Additional non-standard or customized metrics are <u>NOT</u> in scope for this engagement and will require supplemental professional services</p> <p>Incremental service fees would apply if additional metrics/KPIs are required.</p>
New or Customized Report Development	<p>Standard ad-hoc report templates and reports are in scope for this engagement.</p> <p>Additional non-standard or customized reports are <u>NOT</u> in scope for this engagement and will require supplemental professional services</p> <p>Incremental service fees would apply if additional reports are required.</p>

2.5 WORKFORCE ANALYTICS ASSUMPTIONS

Item	Assumptions
Workforce Central Data	<p>Workforce Analytics is dependent upon the completed configuration of parts of the Workforce Central Suite. For example:</p> <p>Schedule data is extracted from Workforce Timekeeper Base Scheduler or Workforce Scheduler. This means the population of schedules, whether accomplished manually, via import or with the assistance of Workforce Scheduler is necessary for Workforce Analytics to provide metrics related to deficient punches, schedules, scheduled overtime, and absenteeism</p>

Item	Assumptions
	<p>The use of employee wages is critical for all cost-based metrics defined in Workforce Analytics. Employee wage information must be stored in Workforce Central in order to generate cost-oriented key performance indicators</p> <p>The current installed version of Workforce Central is version 6.3 and is in one centralized database instance/environment</p> <p>Customer has responsibility for all pay code configuration within their timekeeping application to support analysis and reporting</p>
Historical Data	<p>Up to 3 months of current year historical Workforce Central data will be loaded into the analytics database.</p> <p>The loading of additional historical data will require incremental service fees to complete.</p>
Workforce Analytics Components	<p>Customer may require metrics and reports that are not available in the standard available "out of the box" deliverables.</p> <p>Modification or customization of standard "out of the box" deliverables or the creation of new customized deliverables is <u>excluded</u> from the scope of this engagement.</p> <p>Kronos will provide Customer with an estimate of the additional incremental work effort to implement such metrics, reports and dashboards.</p>
Knowledge Transfer - System Administrator	<p>Kronos will provide solution oversight and a walk-through of the production system for the Super User (i.e., Technical Resource), System Operator (i.e., Business Analyst Resource) and Backup System Operator (i.e., Technical or Business Analyst Resource).</p> <p>This provides a guided "hands-on" opportunity for the Super User, System Operator and Backup System Operator to gain experience with using the live productivity system.</p> <p>It is assumed that Customer will provide both a technical systems resource AND a business process resource for solution administration.</p> <p>Additional training or knowledge transfer will require incremental service fees to complete.</p>
Knowledge Transfer - End User	<p>Workforce Analytics Consultants provide knowledge transfer in 1, 8-hour End-user Training Team preparation and knowledge transfer session for up to 3 participants</p> <p>Knowledge Transfer topics include:</p> <ul style="list-style-type: none"> • Setup / Configure Auto-Jobs • Review Load Configuration • Test and Review ETL Processes & Operational Issues • Conduct operational readiness task review • Conduct Workforce Analytics administrator training session and recommended practices • Review capacity planning document • Review Kronos Global Support process and best practices examples <p>End user training or knowledge transfer is <u>NOT</u> within the scope of this analytics statement of work.</p>

2.6 PROFESSIONAL SERVICES

2.6.1 PROJECT MANAGEMENT LEVEL OF SERVICE / ESTIMATED SERVICES

The project management service offerings; project support, project management and program management have been reviewed and based on discussions regarding the solution and technology complexities, as well as on the customer internal dynamics, the "Project Management" level of service will be used for this project.

Should the level of required project management services increase, or should there be an extension to the project duration, additional services can be purchased through the Kronos standard change control procedures. For Workforce Central implementations and more information regarding project management services, please refer to the Customer Implementation Guide in the Appendixes section.

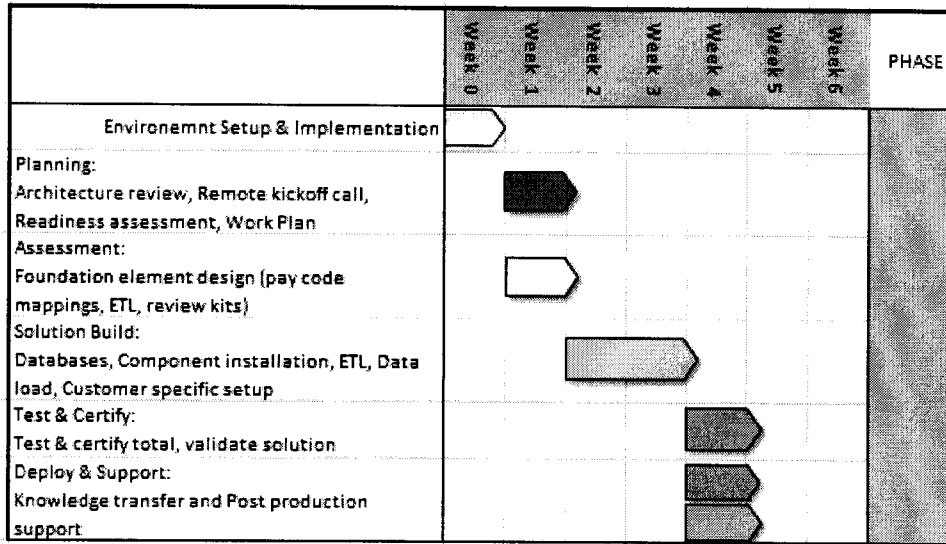
2.6.2 SERVICES IMPACT

Workforce Analytics	Rate	Plan	Assess	Solution Build	Test & Certify	Deploy & Support	Totals	\$
Project Manager (9990002-ONL)	\$185.00	18	13	16	14	13	74	\$13,690.00
Analytics Consultant (9990030-PRO)	\$185.00	5	9	31	11	26	82	\$15,170.00
Technical Consultant (9990002-HOS)	\$185.00	2	2	26	0	0	30	\$5,550.00
TOTAL		25	24	73	25	39	186	\$34,410.00

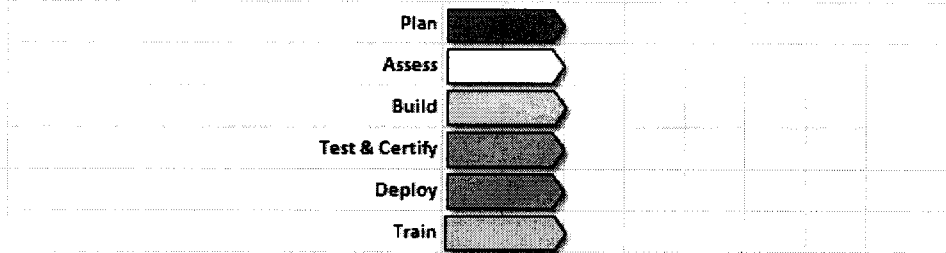
*The term "project management services" refers to the weekly level of effort for the project manager to manage the project according to the level of service selected. For Workforce Central implementations please see the Customer Implementation Guide for more information regarding the level of project management services. These services are a fraction of the total project manager's hours and responsibilities. The project manager is also involved in specific tasks throughout the project implementation including some general implementation tasks as well as product specific tasks.

2.6.3 ANALYTICS IMPLEMENTATION TIMELINE (ESTIMATED)

*Actual timeline will be determined during the planning and assessment phase and agreed upon by both Customer and Kronos.



ROLE	HRS	HRS	HRS	HRS	HRS	HRS	HRS	TOT HRS
Project Manager	0	31	8	8	27			74
WFAN Analytics Application Consultant	0	14	12	19	37			82
Technical Consultant		4	26					30
	0	49	46	27	64	0	0	186



2.7 EDUCATIONAL SERVICES

Kronos Educational Services offers a full schedule of classes in the virtual classroom to give guided instruction on how to best utilize the software. More advanced and technical courses are offered in the traditional classroom at locations across the country. All Kronos courses are designed with extensive hands-on practice exercises to reinforce new skills and concepts.

Training points allow you to plan and budget training for your organization, yet give you flexibility to select specific courses to meet your implementation and continuing education needs. Training points can be used toward instructor-led training in the virtual classroom, in the traditional classroom, and for customer exclusive training. Pricing for public classes, both virtual and in a Kronos classroom, is based on one student per paid seat. Pricing for each private event is based on a daily rate for the number of planned attendees. If additional students attend training, additional fees may be incurred.

Kronos recommends the best practice of having at least two individuals from your organization receive training on the Kronos solution. Selecting one primary and one backup resource from within your functional and technical teams ensures adequate coverage in the event of an urgent change or support request or employee turnover.

For complete course descriptions, objectives, and pre-requisite information, please see the Kronos Education learning paths that your Kronos salesperson will provide, or visit <http://www.kronos.com/Support/Education.htm>.

2.7.1 SELECTED TRAINING

Course Name	# of Seats/Qty	Points	Total Points
WFAN 6.3 Project Team Fundamentals (project team implementation preparation session)	2	500	1,000
WFAN 6.3 Ad Hoc Reporting & Analysis (business analyst ad-hoc analysis and reporting session using standard report templates)	2	500	1,000
WFAN 6.3 Administering the Application (included in KPASS)	UNLIMITED	0	0

TRAINING POINT SUMMARY

Part Number	Total Points	Price Per Point	Extended Price
TRAINPTS	2,000	\$0.90	\$1,800.00

2.7.1 WORKFORCE ANALYTICS - KNOWLEDGE TRANSFER

Once the Workforce Analytics environment is successfully configured and tested, the Kronos team will focus on knowledge transfer to systems administration individuals. Key deliverables include:

- Setup / Configure Auto-Jobs.
- Review Load Configuration.
- Test and Review ETL Processes & Operational Issues.
- Conduct operational readiness task review.
- Conduct Workforce Analytics tool training session and best practices.
- Review capacity planning document.
- Review Kronos Global Support process and "best-use" case examples.
- Modifying threshold amounts.

3 APPENDIXES

3.1 ADDITIONAL REFERENCE DOCUMENTS

3.1.1 ENGAGEMENT GUIDELINES

For information related to Kronos' Engagement Guidelines, please point your browser to <http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm> for information relating to:

- Professional Services and Educational Services Policies
 - Cancellation Policies
 - Change Order Process

Engagement Policies

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

3.1.1.1 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, 8:00 AM – 5:00 PM, Monday through Friday.
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:
 - a. All Professional Services will be scheduled and billed in 4 hour increments with a minimum charge of 4 hours.
 - b. After Hours
 - i. All scheduled work will be billed at 1.5 times the current contract rate by role.
 - ii. After Hours are 5:00 PM – 8:00 AM, Monday through Thursday.
 - c. Weekend
 - i. All scheduled work will be billed at 2.0 times the current contract rate by role.
 - ii. Weekend is 5:00 PM Friday– 8:00 AM Monday.

- d. Holiday
 - i. All scheduled work will be billed at 2.0 times the current contract rate by role.
 - ii. Holiday is recognized Kronos Holiday (see below).
 - e. Onsite Support requiring Travel:
 - i. All travel time (portal to portal) will be billed at the current contract rate by role.
 - ii. Expense reimbursement is pursuant to the agreement covering such Professional Services between the customer and Kronos.
9. Kronos requires notification for the cancellation or rescheduling of Kronos personnel. Customer will be charged for failure to meet the following notification requirements:
- a. 2 business days prior to scheduled work — 50% of planned charges are invoiced for scheduled work.
 - b. 1 business day prior to scheduled work — 100% of planned charges are invoiced for scheduled work.
 - c. Business days are Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays.

Here is an example:

- o Work is scheduled for Wednesday, 1p – 5p (4 hours)*
- o 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:

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

Kronos Professional Services recognizes the following holidays:

- o New Year's Day*
- o President's Day*
- o Memorial Day*
- o Independence Day*
- o Labor Day*
- o Thanksgiving Day and the day after*
- o Christmas Day*

3.1.1.2 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.

3.1.1.3 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.

3.1.1.4 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:
 - a. 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.
 - b. 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:
 - a. After Hours
There will be a 1.5 times premium in either per student public or per class private day rates.
After Hours are 5:00 PM – 8:00 AM, Monday through Thursday.
 - b. Weekend
There will be a 2.0 times premium in either per student public or per class private day rates.
Weekend is 5:00 PM Friday – 8:00 AM Monday.
 - c. Holiday
There will be a 2.0 times premium in either per student public or per class private day rates.
Holiday is recognized Kronos Holiday (see below).
 - d. Onsite Support requiring Travel:
All travel time (portal to portal) will be billed at the current contract rate by role.
Expense reimbursement is pursuant to the agreement covering such Educational Services between the customer and Kronos.

3.1.1.5 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.

3.1.1.6 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.

3.1.2 SUPPORT POLICIES AND SERVICES

For information related to Kronos' Support Policies and Services, please point your browser to

<http://www.kronos.com/Support/SupportServicesPolicies.htm>

Support Policies and Services

3.1.2.1 Product Coverage

For each installation, Customer's must purchase the same software support service type for all software and must purchase the same equipment support service type for all equipment. The latest Supported Product List is available at <http://customer.kronos.com/support/status/index.htm>.

Workforce Central suite

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

Workforce HR and Workforce Payroll are exceptions to the rule. Kronos provides service packs for the current release and the immediately prior release of the Software only for Workforce HR and Workforce Payroll.

Kronos iSeries Central suite

Kronos only provides service packs for the current release and the two immediately prior releases of the Software. Resolution of an issue may require that you upgrade to the current release of the Software.

Timekeeper Central

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

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

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

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

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

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

3.1.2.2 Support Exclusions

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

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

7. Services required for application programs and/or conversions from products or software not supplied by Kronos; or
8. Reprogramming, including reconfiguration of the Software or the rebuilding of Customer's database.

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

1. Configuration Changes, Reprogramming, New Programming such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Profiles, and Fields
2. Creating New Schedules
3. Terminal Programming and Cold Start
4. Pay Period Changes
5. Programming, modifying, implementing, training or troubleshooting the following:
 1. a. Data integration interfaces (i.e. Connect, Integration Manager)
 2. b. Custom Reports
 3. c. Custom Application extensions
6. Editing Process Manager templates and creating new templates
7. Installing or reinstalling Applications such as, but not limited to,
 1. a. Adding a Workstation
 2. b. Moving the Application
 3. c. Reinstalling following a Hard Drive Crash
8. Database Administration Maintenance or Services such as, but not limited to,
 1. a. Database maintenance scripts
 2. b. Writing or customizing database scripts for data reporting and/or retrieval
 3. c. Performance Tuning
 4. d. Sizing
 5. e. Disaster Recovery
 6. f. Database backup strategy and/or setup
9. Establishing a Non-Production Environment such as, but not limited to,
 1. a. Test environments, i.e., application servers, database servers
 2. b. K-Demo
10. Troubleshooting Environmental Issues such as, but not limited to,
 1. a. Operating System
 2. b. Network Issues
 3. c. Firewalls

- 4. d. Servers
- 5. e. Workstations
- 6. f. Single Sign On
- 11. Custom Reports or Custom Application Extensions
- 12. Implementation or configuration services related to upgrading product such as, but not limited to,
 - 1. a. Software implementation
 - 2. b. Porting custom software (i.e., reports)
 - 3. c. Change management
 - 4. d. Training
 - 5. e. New functionality deployment
 - 6. f. Application interfaces
- 13. Service to Kronos custom software is not provided, unless otherwise specified on the applicable Order Form for such custom software.
- 14. Importing new data i.e. from acquisitions or purchasing of another company.
- 15. Load balancing configuration
- 16. Virtual server configuration

3.1.2.3 Support Discontinuance - End of Service Life

Kronos may discontinue support for the Software upon 30 days written notice to Customer, or at the anniversary date of the relevant support Agreement, whichever is longer. If such support is discontinued during the initial or any renewal term of the relevant support Agreement, the remaining value of the Agreement will be left as a credit on the account to be applied against any future invoices.

3.1.2.4 Reinstatement of Support Services

In the event that Customer allows Software or Equipment support services to lapse or if Customer did not originally purchase Software or Equipment support services and wishes to reinstate or procure such services, Customer must pay the list price for the Support service for such lapsed or unprocured time period, plus a twenty per cent (20%) reinstatement fee in addition to the current support fee for the support option being purchased by Customer.

3.1.2.5 Service Coverage Period

8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding Kronos holidays, with access to Kronos' technical support staff - **Silver Support**.
The availability of Silver support for new purchases was discontinued on July 1, 2007, and for Silver support agreement renewals on May 1, 2008.

8:00 a.m. to 8:00* p.m., local time, Monday through Friday, excluding Kronos holidays, with access to Kronos' technical support staff - **Gold or Gold Plus Support**. *Please check with your Support Center for the specific hours of coverage at your location.

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

3.1.2.6 Priority Based Support

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

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

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

No workaround is available.

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

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

A workaround is available.

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

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

A workaround is available on the customer portal.

3.1.2.7 Response Time

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

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

All response times are business hours.

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

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

3.1.2.8 Critical Outages

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

3.1.2.9 Technical Escalation

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

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

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

3.1.2.10 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 Customer Portal at <http://customer.kronos.com/ContactUs.htm>.

3.1.2.11 Software Support Services and Features

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

3.1.2.12 Platinum Plus Support Service

Platinum Plus Support customers have access to the same features as the Platinum Support customers and access to the Technical Account Manager (TAM). 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. For Platinum Plus customers, a TAM is available *24 hours per day, 7 days per week*. Platinum Plus customers can designate *5 named contacts*, and also enjoy one on-site visit per year.

3.1.2.13 Platinum Support Service

Platinum Support customers have access to the same service features as Gold Support customers and the following additional entitlements:

- 24 x 7 x 365 telephone access to Kronos Global Support
- Access to Senior Support Engineers
- Response time of 1 hour or less for High, 4 hours or less for Medium, and 1 business day or less for Low Priority calls.

Platinum Support customers also have the option of upgrading to Platinum Plus.

3.1.2.14 *Gold Plus Support Service*

Gold Plus Support customers have access to the same features as the Gold Support customers and access to the Technical Account Manager (TAM). 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. For Gold Plus customers, a TAM is available from 8:00 a.m.-8:00 p.m., local time, Monday-Friday. Gold Plus customers can designate 2 *named contacts*.

3.1.2.15 *Gold Support Service*

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

SuperSearch (Available to all Support Agreement customers)

The Search engine searches the following data sources* and includes Basic and Advanced filters to search by product.

- Knowledge base
- Documentation (Manuals and User Guides)
- Service packs
- Customer forums
- Technical Advisories and Technical Insiders
- Frequently asked questions (FAQs)

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

Technical Advisories (Available to all Support Agreement customers)

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 customer portal. *Please sign up for email alerts to get notified of the release of new technical advisories on the Kronos customer portal.*

Service Case Studies (Available to Gold and Platinum level customers)

When you want an in-depth understanding of technology and how Kronos applications incorporate that technology, you'll enjoy reading and learning from these case studies.

Learning Quick Tips (Available to Gold and Platinum level customers)

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

Technical Insider (Available to Gold and Platinum level customers)

Learn from the experts here at Kronos and become an expert yourself. The Technical Insider offers best practices, procedures, and tools and is available through our customer portal.

Brown Bag Sessions (Available to Gold and Platinum level customers)

Experience training over the Internet on a variety of topics pertaining to your Kronos system. Kronos

Global Support offers these Brown Bag workshops in a structured online format without costly travel or interruption to your busy schedule. These sessions are one hour in length and are FREE for all Kronos customers with Gold or Platinum support agreements.

HR and Payroll Answerforce (Available to Gold and Platinum level customers)

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

SHRM e-Learning (Available to Gold and Platinum level customers)

SHRM e-Learning is an online educational environment that delivers just-in-time training to HR professionals through a series of HR-related mini-courses. Browse the courses in the SHRM e-learning catalog <http://www.shrm.org/elearning/> to create a learning journey that is unique to you. SHRM e-Learning courses are facilitated by leading industry experts and presentations range from sixty to ninety minutes in length.

Interactive Forms (Available to Platinum level customers)

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

Service Packs (Available to all Support Agreement customers)

Kronos Support Services entitles all customers who purchase a support agreement to the latest available product version upgrades, updates and enhancements, and documentation released during the agreement period, available on CD or downloadable from the Kronos customer portal. 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 packs) or legislative updates are posted on the customer portal for you to download and install. *Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.*

Knowledge Base (Available to all Support Agreement customers)

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

Frequently Asked Questions (Available to all Support Services customers)

Conveniently organized and continuously populated from the knowledge base, FAQs truly represent those issues that customers ask about most. Before querying the knowledge base, try the FAQs to find your answers or get ahead of issues you may not be aware of.

eCase management (Available to all Support Agreement customers)

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

Documentation (Available to all Support Agreement customers)

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

- Installation guides

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

Customer Forums (Available to all Support Agreement customers)

Our Customer forums provide a unique opportunity to connect with other Kronos customers and to benefit from their real-world experiences. Organized by product platform and using threaded messaging, the Forums allow you to post questions to other forum visitors — or provide advice to someone else's query. A chance to go beyond simple product "how to," many customers have commented on how the forums have helped them gain a broader understanding of how to leverage their Kronos applications.

Remote Support (Available to all Support Agreement customers)

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.

3.1.2.16 Per-event Software Service

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

	Software/Equipment
	Phone Support
Day and Time (local time)	Minimum hours
Monday-Friday 8:00 a.m.-5:00 p.m.	2
Monday-Thursday 5:01 p.m.-7:59 a.m.	4
Friday-Monday 5:01 p.m.-7:59 a.m.	8

Conditions:

1. Time billed is minimum billable hours and then one hour increments.
2. The 8:00 a.m. - 5:00 p.m. minimum billable hours apply to software support calls received prior to 5:00 p.m. local time Monday-Friday.
3. The response time for customers without a support agreement is within two business days.

4. Customers with a Support Agreement receive a 50 percent reduction from the minimum amount of hours.
5. Per-event rates are not discountable.

3.1.2.17 *Equipment / Hardware Support Services*

3.1.2.17.1 *Depot Exchange Service*

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

How it works:

- You contact Kronos to troubleshoot the problem. If unable to resolve the issue, you are issued a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.
- You install your spare unit from your inventory.
- Kronos sends a replacement unit on an advance exchange basis by next-business day delivery if request is received prior to 2:00 p.m.
- Upon receipt of replacement, you send the terminal needing service back to the Kronos Equipment Services Center.

Availability:

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

Conditions:

- Batching (defined as 2 or more terminals) voids the turn-around time.
- You will be charged Kronos' current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.
- Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Customer will not attempt to return damaged Product, resulting from:
 1. a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
 2. b. Customer's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
 3. c. Customer's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
 4. d. Customer's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
 5. e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or

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

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

This service includes access to equipment service packs / firmware updates available on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

3.1.2.17.2 Depot Repair Service

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

How it works:

- You contact Kronos to troubleshoot the problem. If unable to resolve the issue, you are issued a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.
- You install your spare unit from your inventory.
- You send the terminal needing service back to the Kronos Equipment Services Center.
- Upon receipt of product, Kronos shall repair the product within ten (10) business days and return to you by regular surface transportation.

Availability:

NOT available in Australia and New Zealand.

Conditions:

- Batching (defined as 2 or more terminals) voids the turn-around time.
- You will be charged Kronos' current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.
- Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Customer will not attempt to return damaged Product, resulting from:
 1. a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
 2. b. Customer's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
 3. c. Customer's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
 4. d. Customer's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
 5. e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
 6. f. Customer's repair, attempted repair or modification of the Products.
- Repairs are warranted for 90 days from date of shipment.

This service includes access to equipment service packs / firmware updates available on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

3.1.2.18 Per-event Repair Service

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

How it works:

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

Conditions:

- Batching (defined as 2 or more terminals) voids the turn-around time.
- You will be charged Kronos' current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.
- Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Customer will not attempt to return damaged Product, resulting from:
 - a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
 - b. Customer's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
 - c. Customer's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
 - d. Customer's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
 - e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
 - f. Customer's repair, attempted repair or modification of the Products.
- Repairs are warranted for 90 days from date of shipment.

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

3.2 WORKFORCE ANALYTICS STANDARD DELIVERABLES

3.2.1 AD HOC TEMPLATES - ANALYTICS - CORE

Accruals Analysis

The Accruals Analysis template allows you to analyze and report on accruals data from Workforce Central. It maintains a snapshot of the month-end balance for all previous months and the current balance as of the previous day, for all defined accruals. The data may be viewed by accrual code, labor account, age, tenure, employee or organization.

Exceptions Analysis

The Accruals Analysis template allows you to analyze and report on exceptions data from Workforce Central. It provides the ability to generate a count of exceptions for all exception types. The data may be viewed by employee, labor account, supervisor or organization.

Scheduled Time Details

The Scheduled Time Details template allows you to analyze and report on scheduling data from Workforce Central. It supports analysis of scheduled amounts and hours by employee, date, pay period, pay code, job, organization, supervisor, labor account, age, or tenure.

Worked & Scheduled Summary

The Worked & Scheduled Summary template allows you to analyze and report on timekeeping data from Workforce Central. It combines actual data with scheduled data to support the analysis of key areas related to labor cost management. This includes overtime, absenteeism, timeliness and labor utilization. The data may be viewed by employee, date, labor account, organization, supervisor, age or tenure.

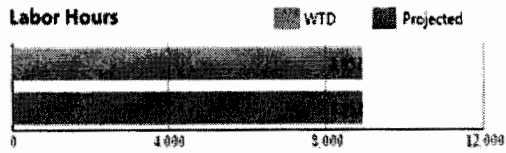
Worked Time Details

The Worked Time Details template displays allows you to analyze and report on timekeeping data from Workforce Central. It supports analysis of payroll amounts and hours by employee, date, pay period, pay code, job, organization, supervisor, labor account, age, or tenure.

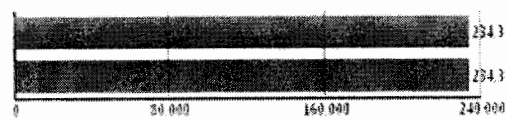
3.2.2 WORKFORCE ANALYTICS – STANDARD DASHBOARD DELIVERED

Workforce Analytics – Core Dashboard

Labor Hours

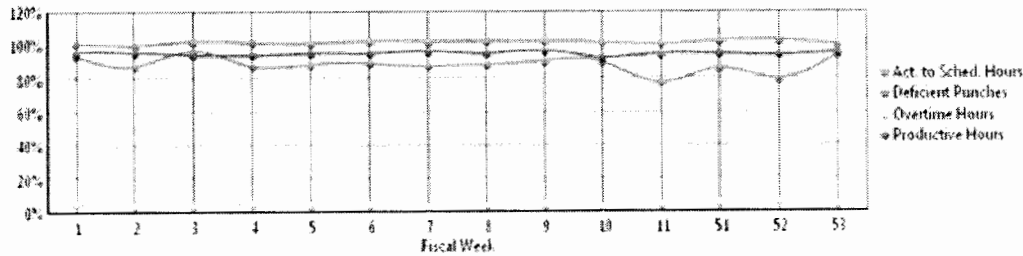


Labor Cost



KPI	Target	WTD	MTD	QTD
Absence Hours %	7%	6%	7%	5%
Overtime Hours %	7%	3%	3%	3%
Actual Hrs. to Sched. Hrs. %	100%	100%	101%	101%
Productive Hours %	95%	94%	93%	95%
Deficient Punches %	100%	77%	83%	86%

KPI Metrics Act. to Sched. Hours Deficient Punches Overtime Hours Productive Hours





NEW WORKS

ORDER FORM

Quote#: 343227 - 1
Expires: 14-JUN-2013
Prepared By: Hood, Edward Doug

Order Type: Upgrade US
Date: 23-MAY-2013
Page: 1/2

Bill To: NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS
CA 93906
United States

Ship To: Attn:JANINE BOUYEA
NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS
CA 93906
United States

Solution ID: 6083270

Contact:
Email:

Payment Terms: N30
Currency: USD
Customer PO Number: REQUIRED

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:

This order is subject to the terms and conditions of that certain Sales, Software License and Services Agreement between Kronos and Customer dated 11-20-2007, as Amended by Amendment No. 1 with an effective date of 4-1-2010, and as further amended by Amendment No. 2 with effective date of 10-1-2010, and as further amended by Amendment No. 3 with an effective date of 10-1-2011.

Contacts: Chrissy Garza garzaic@natividad.com (831) 783-2702
Janine Bouyea bouyeaJ@natividad.com

EQUIPMENT

Item	Quantity	Total Price
KRONOS INTOUCH 9000,SLIM,HID PROX	5	\$19,327.50
NO POWER CORD (POE OR DIRECT AC WIRING),INTOUCH	5	\$0.00
TOUCH ID OPTION,INTOUCH	5	\$3,600.00
Total Price		\$22,927.50

SUPPORT SERVICES

Item	Duration	Total Price
DEPOT EXCHANGE SUPPORT SERVICE	1 YR	\$2,025.00
Total Price		\$2,025.00

*Support values listed above are total for all applicable products in each section of this Order Form

QUOTE SUMMARY

Description	Total Price
Subtotal	\$24,952.50
Deposit	(\$0.00)
Tax	\$1,834.20
Grand Total	\$26,786.70

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

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.kronos.com



PRODUCTIVITY
ADVANCED REPORTING & ANALYTICS
w/ METEORICAL INTERFACE

Statement of Work

Workforce Analytics for Healthcare Productivity

V6.3

Prepared for Natividad

Created:	11/9/2012	Expires:	6/14/2013
Revised:	5/20/2013		
Prepared By:	Joel Wehner	Filename:	Natividad - v63 - WAH - Prod - TIT - jw20121109-R3a.docx
Revised By:	Joel Wehner		
Salesperson:	Doug Hood	Tool Name:	
Pre-Sales Consultant:		Control ID:	
*Customer requires a purchase order for:		Project Type:	WAH Prod

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Kronos Confidential – Not to be disclosed to third parties without Kronos' express written consent.



ADVANCE PERIODIC ANNUAL LICENSE

ORDER FORM

Quote#: 326479 - 1
Expires: 14-JUN-2013
Prepared By: Hood, Edward Doug

Order Type: Upgrade US
Date: 23-MAY-2013
Page: 1/2

Bill To: NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS
CA 93906
United States

Ship To: Attn:L. JANINE BOUYEA
NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS
CA 93906
United States

Solution ID: 6083270

Contact: L. JANINE BOUYEA
Email: bouyeaj@natividad.com

Payment Terms: N30
Currency: USD
Customer PO Number: REQUIRED

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:

This order is subject to the terms and conditions of that certain Sales, Software License and Services Agreement between Kronos and Customer dated 11-20-2007, as Amended by Amendment No. 1 with an effective date of 4-1-2010, and as further amended by Amendment No. 2 with effective date of 10-1-2010, and as further amended by Amendment No. 3 with an effective date of 10-1-2011.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE ANALYTICS V6	250	
WORKFORCE ANALYTICS FOR HEALTHCARE V6	250	
	Total Price	\$7,500.00

SUPPORT SERVICES

Item	Duration	Total Price
GOLD SUPPORT SERVICE	14 MON	\$2,016.16
	Total Price	\$2,016.16

*Support values listed above are total for all applicable products in each section of this Order Form

QUOTE SUMMARY

Description	Total Price
Subtotal	\$9,516.16
Deposit	(\$0.00)
Tax	\$0.00
Grand Total	\$9,516.16

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

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.kronos.com



Support Services Quote

Page 2 of 4

NATIVIDAD MEDICAL CENTER

KRONOS INCORPORATED

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

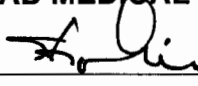
Title: _____

Date: _____

Date: _____

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

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.kronos.com

NATIVIDAD MEDICAL CENTERSignature: Name: Henry WeissTitle: CEOEffective Date: 6/1/13**Kronos Incorporated**

Signature: _____

Name: _____

Title: _____

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice.

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1 EXECUTIVE SUMMARY

1.1 DOCUMENT PURPOSE

Kronos is pleased to be considered a Human Capital Management business partner with **Natividad** also known in this document as **Natividad** or Client. The purpose of this document is to provide an outline of the work required and the professional services estimated for your Kronos solution.

This document defines Kronos' current understanding of the engagement's objectives, scope, assumptions, risks and constraints and is based upon information gathered during conversations with **Natividad** during the sales cycle, with the key assumption that Kronos and **Natividad** will jointly staff the project team during the project lifecycle.

This Statement of Work provides a documented basis for making future decisions and for confirming or developing a common understanding of project scope among the stakeholders. Any change to the assumptions in this document or the discovery of increased complexity during the engagement will be considered a change in the scope of the professional services, and will be managed through Kronos' standard Change Control procedures.

For detailed information regarding project scope & assumptions, project complexity and risk areas, please see the sections of the document after the approval page. Please note that an approval in section 1.3 includes approval of the Detailed Project Scope and Assumptions and Appendixes sections.

The appendix of this document also makes reference to and provides hyperlinks for the Kronos Engagement Guidelines, Support Policies, and Customer Implementation Guide.

1.2 PROJECT OVERVIEW

1.2.1 PROJECT GOALS AND OBJECTIVES

Natividad will be implementing the Workforce Analytics for Healthcare Productivity program at 1 (one) facility for 1,500 employees with this project.

1.2.2 PROPOSED SOLUTION

The Professional Services estimated are based on the following buying scenario:

SOFTWARE AND INTERFACES

Software and Interfaces	Service Type	Optional features to be implemented
Workforce Analytics for Healthcare (WAH)	V6.3	Core, Productivity

The estimated costs included in this Statement of Work are quoted in USD\$:

Item	Cost
Professional Services	\$140,785
Education Services	\$2,700
TOTAL	\$143,485

1.2.3 IMPLEMENTATION APPROACH

A Blended delivery method will be used for this implementation. A blended delivery method is a combination of both onsite and remote implementations. The benefits of this approach are:

Efficient Implementation process. We won't waste your time with starts and stops. We'll deliver a solid plan delivered by a seasoned team of experts who get it right the first time.

Greater visibility and integration of the Kronos team into **Natividad's** business operations.

Consultative, collaborative approach to designing and implementing solutions which solve your critical business issues.

Direct person to person interaction provides greater opportunity for knowledge sharing.

The project estimates provided in this Statement of Work are based on a multi-faceted deployment consisting of a centralized design and solution build followed by design, build and go-lives at each of the 1 **facility**.



1.3 SIGNATURES AND APPROVALS

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By:

Date:


By signing below and by signing the Sales, Software License and Services Agreement, Customer agrees to purchase the Services described in this document. Services will be billed at the end of each month for work delivered that month. Any dispute of hours billed must be presented in writing to the Kronos project manager no later than 15 days after receipt of the invoice. If no written dispute is received, the charges are deemed accepted by the customer and payment for those services remitted according to the terms of the contract.

Very truly yours,

Kronos Incorporated

ACCEPTED AND AGREED

Natividad

By:  Date: 6/1/13

Title: CEO

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2 STATEMENT OF WORK DETAILS

The purpose of this document is to define the Scope of Work for the Workforce Analytics for Healthcare (WAH) Productivity Installation and Management Consulting services provided by Kronos Incorporated ("Kronos"). The Professional Services purchased by **Natividad** ("Client") will support the operation of Workforce Analytics for Healthcare Productivity functionality for **1,500** employees in **1** facility.

This Statement of Work document defines both the installation and management consulting professional services referenced above. If WAH will be installed at facilities other than those listed above, additional professional services can be purchased from Kronos but are expressly excluded from this Statement of Work.

The **installation** services include collecting basic control table information (such as department names and numbers), establishing data file feeds, and training the identified facility personnel on the general operation and maintenance of the WAH system. Upon completion of the installation process, the facility will have the ability to generate reports that contain "Actual" Labor Distribution information.

The **management consulting** services provided by our consulting staff include the implementation of productivity (Productivity Management); this involves the setup of performance assumptions within the software to provide daily and biweekly productivity reporting. Management Consultants will provide education to Client's staff to allow internal education and deployment to department managers. Finally, consultants will work with the Client to ensure the appropriate infrastructure is in place to maintain the program once our consulting engagement is complete.

The Workforce Analytics for Healthcare engine is driven off of Workforce Central database. A core Workforce Central installation is required. This environment will need to receive data from Natividad's timekeeping system in order to drive the Analytics data. An assessment is included to detail the effort required to insure the correct data is populated in the Workforce Central core environment.

2.1 CUSTOMER OVERVIEW – ASSUMPTION SUMMARY

Natividad is seeking to install and implement a Workforce Analytics for Healthcare solution.

The proposed solution scope will include the implementation, configuration and knowledge transfer of Workforce Analytics for Healthcare – Productivity v6.3.

The proposed solution will also include:

- Configure, Build, Test and Deploy Workforce Analytics for Healthcare (Core and Productivity) for 1,500 employees at (1) hospital facility
- Install Workforce Analytics Web Server on Workforce Central application server
- Install Workforce Analytics Engine Server
- Install Workforce Analytics Application Server
- Setup / Configure Auto-Jobs
- Review Load Configuration
- Test and Review ETL Processes & Operational Issues
- Conduct operational readiness task review
- Review capacity planning document
- Review Kronos Global Support process and best practices examples
- Provide standard Metadata and reports
- Provide standard Healthcare Metadata and reports
- Productivity targets and reporting

- Current fiscal year history load from WFC,
- Current fiscal year productivity historical load from payroll and volume files
- Assume 1 payroll feed, 1 volume feed, standard charge master; pre-defined standard units of services which tie to the current budget
- Provide one (2) Deployment environments: Production and Test
- 1 System Administrator mentoring session for up to 2 participants (analytics system training session)
- 1 Customer End-user Training Team preparation and knowledge transfer session for Analytics Core for up to 5 participants (analytics business process training session)
- Organizational Manager Train-the-Trainer mentoring session for Productivity (Analytics for Healthcare business process training session)
 - Workshop Preparation
 - Train-the-Trainer Workshop (up to 10 participants)
 - Executive Workshop Preparation
 - Executive Workshop
- Assume up to 100 pay codes to be mapped
- Assume SQL as the database software
- Assume centralized implementation teams with one deployment / go-live.
- Assume Custom work is not in scope.
- Assume a Blended delivery approach will be used (both remote and on-site services).
- Assume that this engagement will NOT leverage a hosted model.
- Assume Workforce Timekeeper v6.2 or v6.3 previously implemented

2.2 PROJECT ASSUMPTIONS

The following solution details have been discovered through analysis with **Natividad** throughout the Sales Cycle and from the scope by which this project will be managed. Additional assumptions have also been made, where necessary, in order to estimate the Professional Services required for **Natividad's** solution.

- **Natividad** has responsibility for all data cleansing and flat file creation to support interfaces with integrated systems. If more than two (2) iterations are required due to data issues, additional effort will require additional hours and handled through a Kronos standard change request.
- **Natividad** has responsibility for all pay code configuration within their timekeeping application to support analysis and reporting. If more than one (1) iteration of pay code mappings, one (1) set of corrections to the initial pay code mappings and one (1) correction iteration is required due to pay code issues, additional effort will require additional hours and will be handled through standard Kronos change control procedures.
- Solution analysis and design may be performed during the Assess Phase(s) of the project in order for both parties to mutually agree on the Solution Design. If the solution or assumptions defined in this document change, Kronos and **Natividad** will review and adjust the project scope and budget accordingly through standard Kronos change control procedures.
- The sales agreement submitted along with this proposal also identifies the hourly billing rate in effect for these services. The billing schedule for these professional fees will be monthly as rendered. Out-of-pocket expenses will be billed monthly in arrears for the expenses incurred during the previous month.

- The proposed solution estimates will be reviewed weekly by the Kronos Project Manager and Client Project Manager. If the Estimate to Complete (ETC) is deemed larger than the estimated hours remaining due to scope increases or delays, a Change Request will be required.

2.3 WORKFORCE ANALYTICS TECHNOLOGY ASSUMPTIONS

Item	Scope and Assumptions
Technology Environment	<p>This engagement will <u>NOT</u> leverage a hosted model.</p> <p>Leveraging a hosted environment will require additional services and unless otherwise noted in this Statement of Work with additional incremental analytics service hours is <u>NOT</u> in scope for analytics in this statement of work.</p>
Technology Resources	<p>Natividad is responsible for providing and installing all hardware, operating system software, database software, client PC prerequisites, and non-Kronos provided software necessary for the operation of the Kronos application.</p> <p>Natividad will provide appropriate technical resources to minimize any technology risks identified throughout the implementation.</p> <p>If requested, a separate Hardware document specific to Workforce Analytics will be delivered describing the Kronos system requirements.</p> <p>Workforce Analytics will require additional hardware resources outside of the Workforce Central hardware resources. These hardware resources include a separate database server and the possibility of multiple Business Intelligence and Reporting Servers.</p> <p>A dedicated Workforce Analytics environment that complies with the hardware sizing recommendations (including prerequisite software) at time of implementation must be available and fully functional prior to the start of this engagement.</p> <p>Fee Schedule does not include hardware and software acquisition or any associated vendor involvement. Kronos will not order or procure any hardware or software.</p>
Server Specifications	<p>Natividad will provide hardware server specifications to Kronos resources for all servers that will be involved in the implementation, based on the Kronos' Hardware Recommendations Report.</p> <p>The Kronos hardware and software recommendations at time of implementation as validated against the current version/service pack release notes will take precedence.</p>
Workforce Analytics Database	<p>Natividad is responsible for installation of the database software along with the recommended service packs.</p> <p>The Kronos hardware and software recommendations at time of implementation as validated against the current version/service pack release notes will take precedence.</p>
Environments/Instances – Workforce Analytics Implementation	<p>Kronos will install, configure and two (2) instances or deployment environments of Workforce Analytics for Natividad.</p> <p>Incremental service fees would apply if additional environments are required.</p>
Microsoft Excel 2007 or higher	<p>Microsoft Excel 2007 or higher is an option</p> <p>Office plug-in also available – individual users will need admin rights on their workstation</p>
Security	<p>Workforce Analytics security is based upon the Workforce Central user profile access.</p>



Item	Scope and Assumptions
Remote Connectivity	When Kronos resources are working remotely, they will have access to Natividad's Kronos system via a mutually agreed upon standard.

2.4 WORKFORCE ANALYTICS IMPLEMENTATION ASSUMPTIONS

The following solution details have been discovered through analysis with **Natividad** throughout the Sales Cycle, and form the scope by which this project will be managed. Additional assumptions have also been made, where necessary, in order to estimate the Professional Services required for **Natividad's** solution.

2.4.1 FACILITY INFORMATION

The following table defines the scope for this engagement.

Facility Information	Scope by Module			
Facility Name	Core	Productivity	VIP	LCM
Facility 1	1,500	1,500	0	0
Total Employees	1,500	1,500	0	0

2.4.2 AGENCY INFORMATION

Agency Type	Does Agency Swipe Into WFC
Information not provided.	Assumed Yes

2.4.3 NET DOWN

Does Net Down Exist	Net Down Described
Information not provided. Assumed "no".	<p>Net Down is a process in which Premium pay hours, such as Overtime, are recorded as regular time at a normal pay rate and as a supplemental pay code with supplemental dollars. For example, if someone worked 4 overtime hours in a 40 work week then a Net Down situation would exist if the time was recorded as 44 hours regular and 4 hours of overtime. Net Down can exist within Workforce Central as well as in a Payroll system.</p> <p>Net Down configuration requires additional services and will be handled through the standard change order process.</p>

2.4.4 PAY CYCLES

Pay Cycle Name	Type and Description
Weekly, Bi-weekly, Semi-monthly and Monthly supported	Information not provided

2.5 EXISTING SYSTEMS LIST

2.5.1 KRONOS PRODUCTS

Product	Version	Features
Workforce Timekeeper	6.2 or 6.3	
Workforce Timekeeper Manager	6.2 or 6.3	



Product	Version	Features
Workforce Timekeeper Employee	6.2 or 6.3	

2.6 IMPLEMENTATION ASSUMPTIONS

Item	Scope and Assumptions
Client Stakeholder Participation and Cooperation	Participation and cooperation by the Client stakeholders is critical to the success of this project. Any delay in obtaining information and access to these persons will have a negative impact on the completion of this project.
Client Technology Infrastructure	Documentation for the Client technology infrastructure is available. In addition, Client will provide a subject matter expert on the client infrastructure.
Workforce Central Version	The current installed version of Workforce Central is 6.3 and is in one centralized database instance.
Kronos Access	<p>In order to complete the installation of the proposed Analytics solution, Kronos consultant(s) require FULL administrative rights to the Kronos environment with a non-expiring password* for installation of the databases (SA Login), adding database users, installation of application and scheduling of routine permanent jobs necessary to the Kronos application (as outlined in the Kronos installation documentation and standard Service Level Agreement (SLA)).</p> <p>The Kronos consultant(s) will promptly be given a user ID, password, authority, and IT resource support to access both electronic data and paper reports needed for the project.</p> <p>The Kronos consultant(s) will promptly be given FULL administrator rights to the Kronos application environment (including servers) and database environment (including servers).</p> <p>Delays in providing the necessary access will impact the implementation schedule along with the deliverables and will result in additional professional services to accommodate the delay which will be handled through the Kronos standard change order procedures.</p> <p>*Note: Not necessarily to the Domain</p>
New or Customized Metric Development	<p>Standard metrics are in scope for this engagement.</p> <p>Additional non-standard or customized metrics are <u>NOT</u> in scope for this engagement and will require supplemental professional services</p> <p>Incremental service fees would apply if additional metrics/KPIs are required.</p>
New or Customized Report Development	<p>Standard reports are in scope for this engagement.</p> <p>Additional non-standard or customized reports are <u>NOT</u> in scope for this engagement and will require supplemental professional services</p> <p>Incremental service fees would apply if additional reports are required.</p>

2.7 WORKFORCE ANALYTICS ASSUMPTIONS

Item	Assumptions
Client Responsibilities	<p>Natividad has responsibility for all data cleansing and flat file creation to support interfaces with integrated systems. Implementation hours support up to 2 iterations of the file.</p> <p>Natividad has responsibility for all pay code configuration within their timekeeping application to support analysis and reporting. Implementation hours support up to 1 iteration of the pay code configuration.</p>

Item	Assumptions
Workforce Central Data	<p>Workforce Analytics is dependent upon the completed configuration of parts of the Workforce Central Suite. For example:</p> <ul style="list-style-type: none"> • Schedule data is extracted from Workforce Scheduler. This means the population of schedules, whether accomplished manually, via import or with the assistance of Workforce Scheduler is necessary for Workforce Analytics to provide metrics related to deficient punches, schedules, scheduled overtime, and absenteeism • The use of employee wages is critical for all cost-based metrics defined in Workforce Analytics. Employee wage information must be stored in Workforce Central in order to generate cost-oriented key performance indicators • The current installed version of Workforce Central is version 6.2 or 6.3 and is in one centralized database instance/environment • Natividad has responsibility for all pay code configuration within their timekeeping application to support analysis and reporting
Historical Data - Core	<p>Current fiscal year history load from WFC into the analytics database.</p> <p>The loading of additional historical data will require incremental service fees to complete.</p>
Workforce Analytics Components	<p>Natividad may require metrics and reports that are not available in the standard available "out of the box" deliverables.</p> <p>Modification or customization of standard "out of the box" deliverables or the creation of new customized deliverables is <u>excluded</u> from the scope of this engagement.</p> <p>Kronos will provide Natividad with an estimate of the additional incremental work effort to implement such metrics/KPIs, analysis views, reports and dashboards.</p>
Education and Knowledge Transfer - System Administrator	<p>Kronos will provide solution oversight and a walk-through of the production system for the Super User (i.e., Technical Resource), System Operator (i.e., Business Analyst Resource) and Backup System Operator (i.e., Technical or Business Analyst Resource).</p> <p>This provides a guided "hands-on" opportunity for the Super User, System Operator and Backup System Operator to gain experience with using the live productivity system.</p> <p>It is assumed that Natividad will provide both a technical systems resource AND a business process resource for solution administration.</p> <p>Additional training or knowledge transfer will require incremental service fees to complete.</p>

2.8 WORKFORCE ANALYTICS FOR HEALTHCARE ASSUMPTIONS

Item	Scope and Assumptions
------	-----------------------

Item	Scope and Assumptions
Workforce Analytics for Healthcare Productivity	<p>The implementation of Workforce Analytics for Healthcare Productivity builds upon the foundational elements implemented in the Workforce Analytics for Healthcare Core phase of this engagement by incorporating Payroll, Volume, and Natividad supplied configuration data to provide Daily and Pay Period based Productivity reporting.</p> <p>In addition to the technical expertise that Kronos provides with the implementation of Workforce Analytics for Healthcare Core, the implementation of Workforce Analytics for Healthcare Productivity incorporates, and is lead by, the experience of Kronos' consultants to provide best practice infrastructure, management guidance, and training to Natividad to ensure Natividad has the best personnel, management processes, and labor management decision capabilities that will lead to a successful Productivity Program and a maximum ROI for the Natividad's Labor Management Program.</p> <p>At the conclusion of this phase of the engagement, both Workforce Analytics for Healthcare Core and Workforce Analytics for Healthcare Productivity will be in a production mode and will be transitioned to Kronos Global Support.</p>
Historical Data - Productivity	<p>Current fiscal year productivity historical load from payroll and volume files into the analytics database.</p> <p>The loading of additional historical data will require incremental service fees to complete.</p>
Education and Knowledge Transfer – Manager/Supervisor – End-user Training Team - Core and Productivity	<p>Workforce Analytics Consultants provide knowledge transfer in a single (1) Customer End-user Training Team preparation and knowledge transfer session for up to 5 participants</p> <p>Knowledge Transfer topics include:</p> <ul style="list-style-type: none"> • Setup / Configure Auto-Jobs • Review Load Configuration • Test and Review ETL Processes & Operational Issues • Conduct operational readiness task review • Conduct Workforce Analytics administrator training session and recommended practices • Review capacity planning document • Review Kronos Global Support process and best practices examples <p>End user training or knowledge transfer is NOT in scope for analytics in this statement of work and is the responsibility of the Customer.</p>

2.9 INTERFACES

Natividad is responsible for providing the following flat file data feeds in an automated, programmatic fashion to a determined location to be consumed by the Workforce Analytics for Healthcare system.

A separate document will be provided to the client containing the physical file specifications.

Item	Scope and Assumptions
Payroll Data File	<p>This is a fixed-width text file which must be named payroll.txt.</p> <p>All Payroll systems must be consolidated into 1 payroll.txt file. Kronos can provide assistance, at an additional charge, to help Customer combine multiple payroll sources into 1 payroll.txt file.</p>
Volume Data File	<p>This is a fixed-width text file which must be named volume.txt.</p> <p>All Billing systems must be consolidated into 1 volume.txt file. Kronos can provide assistance, at an additional charge, to help Customer combine multiple volume sources into 1 volume.txt file.</p>

3 PROFESSIONAL SERVICES

3.1 PROFESSIONAL SERVICES

3.1.1 PROFESSIONAL SERVICES BY PHASE

This table outlines the Professional Services related to project implementation by phase.

Phase	Hours	Rate	Total
Workforce Analytics Core	236	Blended	\$43,660.00
Workforce Analytics for Healthcare Productivity	525	Blended	\$97,125.00
Total	761		\$140,785.00

3.1.2 PROFESSIONAL SERVICES BY ROLE

This table outlines the Professional Services related to project implementation by role.

Workforce Analytics	Rate	Plan	Assess	Solution Build	Test & Certify	Deploy & Support	Totals	\$
Project Manager (9990002-HOS)	\$185.00	69	22	45	30	18	184	\$34,040.00
Analytics Consultant (9990030-PRO)	\$185.00	42	57	69	11	33	212	\$39,220.00
Management Consultant (9990030-PRO)	\$185.00	46	54	0	31	175	306	\$56,610.00
Technical Consultant (9990002-HOS)	\$185.00	2	2	55	0	0	59	\$10,915.00
TOTAL		159	135	169	72	226	761	\$140,785.00

3.1.3 ANALYTICS IMPLEMENTATION TIMELINE (ESTIMATED)

*Actual timeline will be determined during the planning and assessment phase and agreed upon by both Customer and Kronos.

Sample Timeline

Workforce Analytics for Healthcare - Productivity

For one MC resource	Month 0	Month 1	Month 2	Month 3	Month 4
Environment Setup & Configuration					
Project Kickoff & Readiness Calls					
System Configuration Workshops					
Analytics - General Setup					
Analytics - Core Setup					
Analytics - Core Training					
Analytics - Analytics for Healthcare Productivity Training					
Analytics - Productivity					

3.2 EDUCATIONAL SERVICES

Kronos Educational Services offers a full schedule of classes in the virtual classroom to give guided instruction on how to best utilize the software. More advanced and technical courses are offered in the traditional classroom at locations across the country. All Kronos courses are designed with extensive hands-on practice exercises to reinforce new skills and concepts.



Training points allow you to plan and budget training for your organization, yet give you flexibility to select specific courses to meet your implementation and continuing education needs. Training points can be used toward instructor-led training in the virtual classroom, in the traditional classroom, and for customer exclusive training. Pricing for public classes, both virtual and in a Kronos classroom, is based on one student per paid seat. Pricing for each private event is based on a daily rate for the number of planned attendees. If additional students attend training, additional fees may be incurred.

Kronos recommends the best practice of having at least two individuals from your organization receive training on the Kronos solution. Selecting one primary and one backup resource from within your functional and technical teams ensures adequate coverage in the event of an urgent change or support request or employee turnover.

For complete course descriptions, objectives, and pre-requisite information, please see the Kronos Education learning paths that your Kronos salesperson will provide, or visit <http://www.kronos.com/Support/Education.htm>.

3.2.1 SELECTED TRAINING

Course Name	# of Seats/Qty	Points	Total Points
WFAN v6.3 Project Team Fundamentals for Healthcare (project team implementation preparation session)	2	1,000	2,000
WFAN 6.3 Ad Hoc Reporting & Analysis (business analyst ad-hoc analysis and reporting session using standard report templates)	2	500	1,000
WFAN 6.3 Administering the Application for Healthcare (included in KPASS)	UNLIMITED	0	0

TRAINING POINT SUMMARY

Part Number	Total Points	Price Per Point	Extended Price
TRAINPTS	3,000	\$0.90	\$2,700.00

4 APPENDIX

4.1 ADDITIONAL REFERENCE DOCUMENTS

4.1.1 ENGAGEMENT GUIDELINES

For information related to Kronos' Engagement Guidelines, please point your browser to <http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm> for information relating to:

Professional Services and Educational Services Policies

Cancellation Policies

Change Order Process

Engagement Policies

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

4.1.1.1 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, 8:00 AM – 5:00 PM, Monday through Friday.
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:
 - a. All Professional Services will be scheduled and billed in 4 hour increments with a minimum charge of 4 hours.
 - b. After Hours
 - i. All scheduled work will be billed at 1.5 times the current contract rate by role.
 - ii. After Hours are 5:00 PM – 8:00 AM, Monday through Thursday.
 - c. Weekend
 - i. All scheduled work will be billed at 2.0 times the current contract rate by role.
 - ii. Weekend is 5:00 PM Friday– 8:00 AM Monday.
 - d. Holiday
 - i. All scheduled work will be billed at 2.0 times the current contract rate by role.
 - ii. Holiday is recognized Kronos Holiday (see below).
 - e. Onsite Support requiring Travel:

- i. All travel time (portal to portal) will be billed at the current contract rate by role.
 - ii. Expense reimbursement is pursuant to the agreement covering such Professional Services between the customer and Kronos.
9. Kronos requires notification for the cancellation or rescheduling of Kronos personnel. Customer will be charged for failure to meet the following notification requirements:
- a. 2 business days prior to scheduled work — 50% of planned charges are invoiced for scheduled work.
 - b. 1 business day prior to scheduled work — 100% of planned charges are invoiced for scheduled work.
 - c. Business days are Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays.

Here is an example:

- o Work is scheduled for Wednesday, 1p – 5p (4 hours)*
- o 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:

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

Kronos Professional Services recognizes the following holidays:

- o New Year's Day**
- o President's Day**
- o Memorial Day**
- o Independence Day**
- o Labor Day**
- o Thanksgiving Day and the day after**
- o Christmas Day**

4.1.1.2 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.

4.1.1.3 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.

4.1.1.4 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:
 - a. 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.
 - b. 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:
 - a. After Hours
There will be a 1.5 times premium in either per student public or per class private day rates.
After Hours are 5:00 PM – 8:00 AM, Monday through Thursday.
 - b. Weekend
There will be a 2.0 times premium in either per student public or per class private day rates.
Weekend is 5:00 PM Friday – 8:00 AM Monday.
 - c. Holiday
There will be a 2.0 times premium in either per student public or per class private day rates.
Holiday is recognized Kronos Holiday (see below).
 - d. Onsite Support requiring Travel:



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

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

4.1.1.5 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.

4.1.1.6 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.

4.1.2 SUPPORT POLICIES AND SERVICES

For information related to Kronos' Support Policies and Services, please point your browser to

<http://www.kronos.com/Support/SupportServicesPolicies.htm>

Support Policies and Services

4.1.2.1 Product Coverage

For each installation, Customer's must purchase the same software support service type for all software and must purchase the same equipment support service type for all equipment. The latest Supported Product List is available at <http://customer.kronos.com/support/status/index.htm>.

Workforce Central suite

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

Workforce HR and Workforce Payroll are exceptions to the rule. Kronos provides service packs for the current release and the immediately prior release of the Software only for Workforce HR and Workforce Payroll.



Kronos iSeries Central suite

Kronos only provides service packs for the current release and the two immediately prior releases of the Software. Resolution of an issue may require that you upgrade to the current release of the Software.

Timekeeper Central

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

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

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

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

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

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

4.1.2.2 Support Exclusions

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

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

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

1. Configuration Changes, Reprogramming, New Programming such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Profiles, and Fields
2. Creating New Schedules
3. Terminal Programming and Cold Start
4. Pay Period Changes
5. Programming, modifying, implementing, training or troubleshooting the following:
 1. a. Data integration interfaces (i.e. Connect, Integration Manager)
 2. b. Custom Reports
 3. c. Custom Application extensions

6. Editing Process Manager templates and creating new templates
7. Installing or reinstalling Applications such as, but not limited to,
 1. a. Adding a Workstation
 2. b. Moving the Application
 3. c. Reinstalling following a Hard Drive Crash
8. Database Administration Maintenance or Services such as, but not limited to,
 1. a. Database maintenance scripts
 2. b. Writing or customizing database scripts for data reporting and/or retrieval
 3. c. Performance Tuning
 4. d. Sizing
 5. e. Disaster Recovery
 6. f. Database backup strategy and/or setup
9. Establishing a Non-Production Environment such as, but not limited to,
 1. a. Test environments, i.e., application servers, database servers
 2. b. K-Demo
10. Troubleshooting Environmental Issues such as, but not limited to,
 1. a. Operating System
 2. b. Network Issues
 3. c. Firewalls
 4. d. Servers
 5. e. Workstations
 6. f. Single Sign On
11. Custom Reports or Custom Application Extensions
12. Implementation or configuration services related to upgrading product such as, but not limited to,
 1. a. Software implementation
 2. b. Porting custom software (i.e., reports)
 3. c. Change management
 4. d. Training
 5. e. New functionality deployment
 6. f. Application interfaces
13. Service to Kronos custom software is not provided, unless otherwise specified on the applicable Order Form for such custom software.
14. Importing new data i.e. from acquisitions or purchasing of another company.
15. Load balancing configuration

16. Virtual server configuration

4.1.2.3 Support Discontinuance - End of Service Life

Kronos may discontinue support for the Software upon 30 days written notice to Customer, or at the anniversary date of the relevant support Agreement, whichever is longer. If such support is discontinued during the initial or any renewal term of the relevant support Agreement, the remaining value of the Agreement will be left as a credit on the account to be applied against any future invoices.

4.1.2.4 Reinstatement of Support Services

In the event that Customer allows Software or Equipment support services to lapse or if Customer did not originally purchase Software or Equipment support services and wishes to reinstate or procure such services, Customer must pay the list price for the Support service for such lapsed or unprocured time period, plus a twenty per cent (20%) reinstatement fee in addition to the current support fee for the support option being purchased by Customer.

4.1.2.5 Service Coverage Period

8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding Kronos holidays, with access to Kronos' technical support staff - **Silver Support**.
The availability of Silver support for new purchases was discontinued on July 1, 2007, and for Silver support agreement renewals on May 1, 2008.

8:00 a.m. to 8:00* p.m., local time, Monday through Friday, excluding Kronos holidays, with access to Kronos' technical support staff - **Gold or Gold Plus Support**. *Please check with your Support Center for the specific hours of coverage at your location.

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

4.1.2.6 Priority Based Support

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

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

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

No workaround is available.

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

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

A workaround is available.

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

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

A workaround is available on the customer portal.

4.1.2.7 Response Time

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

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

All response times are business hours.

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

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

4.1.2.8 Critical Outages

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

4.1.2.9 Technical Escalation

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

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

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

4.1.2.10 *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 Customer Portal at <http://customer.kronos.com/ContactUs.htm>.

4.1.2.11 *Software Support Services and Features*

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

4.1.2.12 *Platinum Plus Support Service*

Platinum Plus Support customers have access to the same features as the Platinum Support customers and access to the Technical Account Manager (TAM). 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. For Platinum Plus customers, a TAM is available *24 hours per day, 7 days per week*. Platinum Plus customers can designate *5 named contacts*, and also enjoy one on-site visit per year.

4.1.2.13 *Platinum Support Service*

Platinum Support customers have access to the same service features as Gold Support customers and the following additional entitlements:

- 24 x 7 x 365 telephone access to Kronos Global Support
- Access to Senior Support Engineers
- Response time of 1 hour or less for High, 4 hours or less for Medium, and 1 business day or less for Low Priority calls.

Platinum Support customers also have the option of upgrading to Platinum Plus.

4.1.2.14 *Gold Plus Support Service*

Gold Plus Support customers have access to the same features as the Gold Support customers and access to the Technical Account Manager (TAM). 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. For Gold Plus customers, a TAM is available from *8:00 a.m.-8:00 p.m.*, local time, Monday-Friday. Gold Plus customers can designate *2 named contacts*.

4.1.2.15 *Gold Support Service*

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

SuperSearch (Available to all Support Agreement customers)

The Search engine searches the following data sources* and includes Basic and Advanced filters to search by product.

- Knowledge base
- Documentation (Manuals and User Guides)
- Service packs
- Customer forums
- Technical Advisories and Technical Insiders



- Frequently asked questions (FAQs)

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

Technical Advisories (Available to all Support Agreement customers)

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 customer portal. *Please sign up for email alerts to get notified of the release of new technical advisories on the Kronos customer portal.*

Service Case Studies (Available to Gold and Platinum level customers)

When you want an in-depth understanding of technology and how Kronos applications incorporate that technology, you'll enjoy reading and learning from these case studies.

Learning Quick Tips (Available to Gold and Platinum level customers)

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

Technical Insider (Available to Gold and Platinum level customers)

Learn from the experts here at Kronos and become an expert yourself. The Technical Insider offers best practices, procedures, and tools and is available through our customer portal.

Brown Bag Sessions (Available to Gold and Platinum level customers)

Experience training over the Internet on a variety of topics pertaining to your Kronos system. Kronos Global Support offers these Brown Bag workshops in a structured online format without costly travel or interruption to your busy schedule. These sessions are one hour in length and are FREE for all Kronos customers with Gold or Platinum support agreements.

HR and Payroll Answerforce (Available to Gold and Platinum level customers)

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

SHRM e-Learning (Available to Gold and Platinum level customers)

SHRM e-Learning is an online educational environment that delivers just-in-time training to HR professionals through a series of HR-related mini-courses. Browse the courses in the SHRM e-learning catalog <http://www.shrm.org/elearning/> to create a learning journey that is unique to you. SHRM e-Learning courses are facilitated by leading industry experts and presentations range from sixty to ninety minutes in length.

Interactive Forms (Available to Platinum level customers)

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

Service Packs (Available to all Support Agreement customers)

Kronos Support Services entitles all customers who purchase a support agreement to the latest available product version upgrades, updates and enhancements, and documentation released during the agreement period, available on CD or downloadable from the Kronos customer portal. 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 packs) or legislative updates are posted on the customer portal for you to download and install. *Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.*

Knowledge Base (Available to all Support Agreement customers)

Accessed by our customers thousands of times per month, this online database currently contains



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

Frequently Asked Questions (Available to all Support Services customers)

Conveniently organized and continuously populated from the knowledge base, FAQs truly represent those issues that customers ask about most. Before querying the knowledge base, try the FAQs to find your answers or get ahead of issues you may not be aware of.

eCase management (Available to all Support Agreement customers)

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

Documentation (Available to all Support Agreement customers)

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

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

Customer Forums (Available to all Support Agreement customers)

Our Customer forums provide a unique opportunity to connect with other Kronos customers and to benefit from their real-world experiences. Organized by product platform and using threaded messaging, the Forums allow you to post questions to other forum visitors — or provide advice to someone else's query. A chance to go beyond simple product "how to," many customers have commented on how the forums have helped them gain a broader understanding of how to leverage their Kronos applications.

Remote Support (Available to all Support Agreement customers)

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.

4.1.2.16 Per-event Software Service

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

	Software/Equipment
	Phone Support
Day and Time (local time)	Minimum hours

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

Conditions:

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

4.1.2.17 Equipment / Hardware Support Services

4.1.2.17.1 Depot Exchange Service

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

How it works:

- You contact Kronos to troubleshoot the problem. If unable to resolve the issue, you are issued a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.
- You install your spare unit from your inventory.
- Kronos sends a replacement unit on an advance exchange basis by next-business day delivery if request is received prior to 2:00 p.m.
- Upon receipt of replacement, you send the terminal needing service back to the Kronos Equipment Services Center.

Availability:

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

Conditions:

- Batching (defined as 2 or more terminals) voids the turn-around time.
- You will be charged Kronos' current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

- Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Customer will not attempt to return damaged Product, resulting from:
 1. a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
 2. b. Customer's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
 3. c. Customer's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
 4. d. Customer's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
 5. e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
 6. f. Customer's repair, attempted repair or modification of the Products.
- Terminals are warranted for 90 days from date of shipment.

This service includes access to equipment service packs / firmware updates available on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

4.1.2.17.2 Depot Repair Service

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

How it works:

- You contact Kronos to troubleshoot the problem. If unable to resolve the issue, you are issued a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.
- You install your spare unit from your inventory.
- You send the terminal needing service back to the Kronos Equipment Services Center.
- Upon receipt of product, Kronos shall repair the product within ten (10) business days and return to you by regular surface transportation.

Availability:

NOT available in Australia and New Zealand.

Conditions:

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

1. a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
2. b. Customer's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
3. c. Customer's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
4. d. Customer's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
5. e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
6. f. Customer's repair, attempted repair or modification of the Products.

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

This service includes access to equipment service packs / firmware updates available on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

4.1.2.18 Per-event Repair Service

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

How it works:

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

Conditions:

- Batching (defined as 2 or more terminals) voids the turn-around time.
- You will be charged Kronos' current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.
- Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Customer will not attempt to return damaged Product, resulting from:
 - a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
 - b. Customer's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;

- c. Customer's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
 - d. Customer's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
 - e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
 - f. Customer's repair, attempted repair or modification of the Products.
- Repairs are warranted for 90 days from date of shipment.

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

4.2 WORKFORCE ANALYTICS STANDARD DELIVERABLES

4.2.1 AD HOC TEMPLATES - ANALYTICS - CORE

Accruals Analysis

The Accruals Analysis template allows you to analyze and report on accruals data from Workforce Central. It maintains a snapshot of the month-end balance for all previous months and the current balance as of the previous day, for all defined accruals. The data may be viewed by accrual code, labor account, age, tenure, employee or organization.

Exceptions Analysis

The Accruals Analysis template allows you to analyze and report on exceptions data from Workforce Central. It provides the ability to generate a count of exceptions for all exception types. The data may be viewed by employee, labor account, supervisor or organization.

Scheduled Time Details

The Scheduled Time Details template allows you to analyze and report on scheduling data from Workforce Central. It supports analysis of scheduled amounts and hours by employee, date, pay period, pay code, job, organization, supervisor, labor account, age, or tenure.

Worked & Scheduled Summary

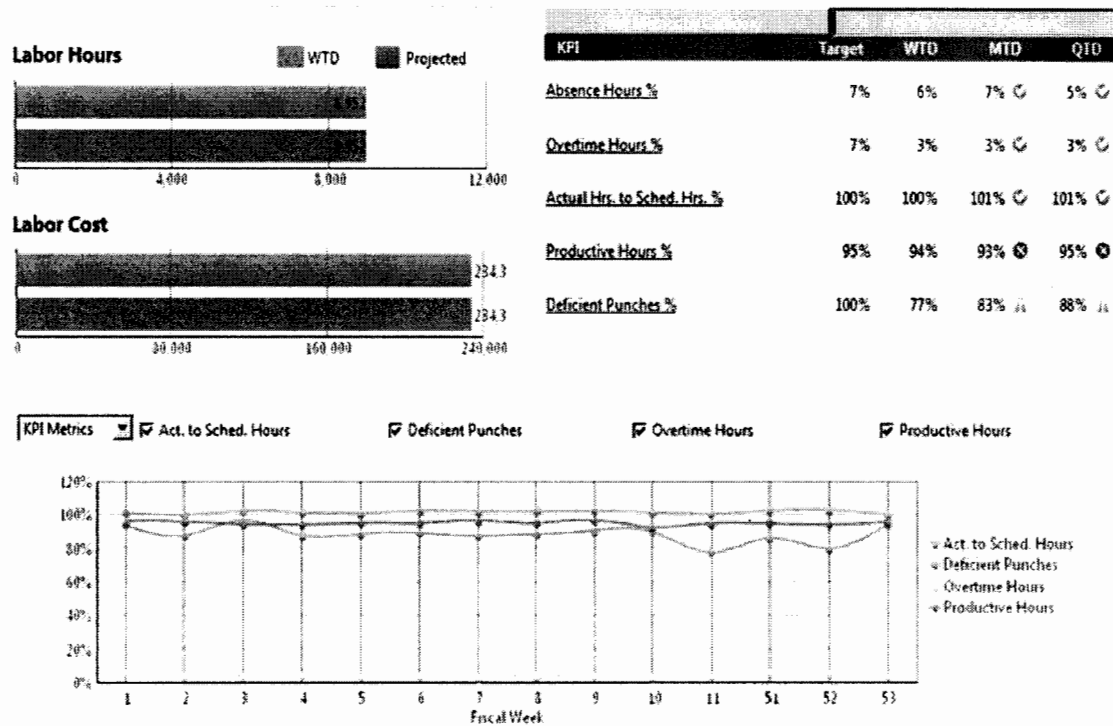
The Worked & Scheduled Summary template allows you to analyze and report on timekeeping data from Workforce Central. It combines actual data with scheduled data to support the analysis of key areas related to labor cost management. This includes overtime, absenteeism, timeliness and labor utilization. The data may be viewed by employee, date, labor account, organization, supervisor, age or tenure.

Worked Time Details

The Worked Time Details template displays allows you to analyze and report on timekeeping data from Workforce Central. It supports analysis of payroll amounts and hours by employee, date, pay period, pay code, job, organization, supervisor, labor account, age, or tenure.

4.2.2 WORKFORCE ANALYTICS – STANDARD DASHBOARD DELIVERED

Workforce Analytics – Core Dashboard



4.3 WORKFORCE ANALYTICS FOR HEALTHCARE STANDARD DELIVERABLES

4.3.1 AD HOC TEMPLATES - ANALYTICS FOR HEALTHCARE

Daily Productivity

- **Available Metadata Attributes:** Date, Work Unit, Work Unit Pay Period
- **Available Metadata Metrics:** 30+ Hours, Amount, FTEs, Counts

Labor Utilization

- **Available Metadata Attributes:** Labor Type, Payroll Employment Status Category, Work Unit, and Work Unit Pay Period
 - If the Labor Cost Management component has not been configured, the Labor Utilization report will not contain valid data.
- **Available Metadata Metrics:** 20+ Hours, Amounts, FTEs, Counts

Pay Period Productivity

- **Available Metadata Attributes:** Work Unit, Work Unit Pay Period
- **Available Metadata Metrics:** 30+ Hours, Amounts, FTEs, Counts

Payroll Analysis

- **Available Metadata Attributes:** Employee, Labor Type, Payroll Employment Status, Payroll Pay Code, Work Group, Work Unit



- *Available Metadata Metrics:* 30+ Hours, Amounts, FTEs, Counts

Volume Analysis

- *Available Metadata Attributes:* Date (Service Date and Post Date), Procedure, Work Unit, Work Unit Pay Period
- *Available Metadata Metrics:* Raw Volume Quantity, Weighted Volume Quantity

4.3.2 STANDARD REPORTS - ANALYTICS FOR HEALTHCARE

4.3.2.1 Standard Reports

Daily Productivity

- Daily Productivity Trend 14 Days
- Daily Productivity Trend by Class - 14 Days
- Productivity Detailed Hours Daily

Exceptions (for Administrator only)

- Agency Labor Exceptions
- Payroll Exceptions
- Time Detail Exceptions
- Volume Exceptions

Pay Period Labor Cost Management

- Department Labor Summary
- Detailed Variance Analysis
- Employment Plan vs. Authorized FTEs
- Executive Summary
- Expected vs. Actual Performance Summary
- Other Labor Spread Factors
- Regular FTE Employment
- Supplemental Labor Utilization
 - If the Labor Cost Management component has not been configured, the Labor Utilization report will not contain valid data

Pay Period Labor Distribution

- Department Actual
- Employee Actual Hours
- Employee Roster

Pay Period Productivity

- Productivity Detailed Hours
- Six Pay Periods Productivity Trend
- Six Pay Periods Productivity Trend by Class

Pay Period Volume



- Workload Volume and Weights

4.3.2.2 Dashboard

Analytics for Healthcare delivers a manager dashboard as a convenient and powerful tool for the manager to use.

The following key features are delivered to the manager with the Healthcare Dashboard:

Key Metrics

- Productivity Index, Overtime %, Non-Productive %, Agency %
- Actual, Productive, and Target FTEs, FTE Variance
- Supplemental Labor

Visual indicators for alerts and trending

Configurable thresholds for alerts

Ability to drill through from summary to detail work units

One click report access

On the fly productivity trending for a range of days or pay periods

Configurable as manager's default view