

front-end or back-end of the trip. Illustration: A member of the County Board of Supervisors who resides in Monterey County is required to attend a one-day business meeting in Sacramento. The Board member estimates that his total time for the day without obtaining lodging would be 14 hours (8 hours of meetings, 1 hour for lunch and 5 hours for round-trip travel). The Board member will have the option of securing one night's lodging in Sacramento, either the night before the meeting, or after conclusion of the meeting.

- c) For out-of-County business that requires multiple business days, if County travelers are eligible to claim lodging for the first and last evenings of an out-of-County trip, they are also eligible to claim lodging for any evenings that fall in between the first and last evenings of the trip.
- d) County travelers are not eligible to claim reimbursement of lodging costs when staying overnight as a guest of friends or relatives.

## 2. Lodging Claims

- a) Lodging expenses shall be claimed at either the actual cost of the lodging (limited to the single occupancy rate for a single room) or the County's maximum lodging rate (Federal Per Diem Rate), whichever is less. Receipts are required. Taxes are in addition to the Federal Per Diem Rate.
- b) Lodging costs may exceed the County's maximum lodging rate only when a conference, meeting or convention is being sponsored by an organization of which the County, the department or employee is a member, the lodging may be claimed at the actual cost if seminars or meetings are to be held at the particular hotel and/or events are scheduled for evening hours, and the department head has given advance written authorization.
- c) An original room folio receipt, showing the number of days and the number of occupants, is required for lodging claims. A copy of the receipt, travel agency statement or a credit card receipt alone is insufficient.
- d) When a room is shared with a fellow County traveler, the expense may either be prorated, and the prorated amount claimed by each County traveler, or one County traveler may claim the total expense at the multiple occupancy rate.
- e) When a room is shared with a person other than a County traveler and said person will also be claiming reimbursement from the County or another source, the amount shall be prorated between the two travelers.
- f) Lodging expense may not be claimed for guests of the County traveler. Where expense for a family member or friend is included in the receipt, the claim must not exceed the single occupancy rate.

- g) Special lodging, such as accommodations in apartments, RV parks, campgrounds or other semi-permanent lodgings, shall require advance written authorization of the County Administrative Officer and the Auditor-Controller.
- h) County travelers should inquire when making lodging arrangements whether the County is exempt from Transient Occupancy Taxes (TOT) in the locale where they are staying and should provide the necessary form to the lodging facility, if required to do so to obtain the waiver.
- h) Except when registering for lodging at a pre-arranged group rate in conjunction with a conference or meeting, County travelers shall request the government rate or lowest available eligible rate when making lodging arrangements.
- i) Travelers are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Travelers will not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not canceling the room.
- j) When multiple county travelers are traveling together and the rooms are put on one invoice, one traveler may take care of the invoice but should provide the details on who stayed in each room on the invoice.

#### **E. Registration Fees**

Conference, convention and seminar registration and tuition fees may be claimed at the actual cost, provided that the agenda/brochure or other documentation describing the event, including the price, accompanies the approved claim to the Auditor-Controller's.

#### **F. Other Travel Expenses**

1. County travelers are eligible to claim a per diem incidental allowance, limited to the maximum federal per diem incidental rate established by the IRS, for each day of travel requiring an overnight stay away from the traveler's home. Said allowance covers fees and gratuities for persons who provide services, such as food servers and luggage handlers, and does not require receipts (Except for Board of Supervisors Meals). If applicable (such as a Board of Supervisor meal), gratuities are limited to not exceed 15% of the service costs unless billed by a provider's standard policy at a higher rate.
2. County travelers are eligible to claim the following expenses at actual cost, even if they also qualify for a per diem incidental allowance. Receipts are required.
  - a) County business calls (traveler must annotate purpose of call on the bill)
  - b) fax machine charges incurred to send or receive documents for County use.

- c) copy machine charges incurred to copy documents for County use.
- d) Internet access connection and/or usage fees away from home not to exceed \$15.00 per day, if Internet access is necessary for county related business.
- e) other business related expenses determined to be reasonable and necessary by the department head and the Auditor-Controller.

## **VI. OTHER COUNTY BUSINESS EXPENSES**

### **A. General Guidelines**

In the course of conducting County business, employees, contractors or volunteers may incur business expenses (including meal expenses pursuant to Section V.C) on behalf of the County. Such expenses will be approved for reimbursement if the disbursement meets the following requirements:

- The disbursement is for an ordinary (not extravagant) and necessary expense of conducting County business, or is an expense that is required by the County,
- The expense is approved by a member of the County Board of Supervisors, or a County department head (or his or her designee), and
- The payee accounts for the expense in accordance with the rules for a "Accountable Expense Reimbursement Plan", as set forth in the Internal Revenue Code and related regulations.

### **B. Taxation of Business Expense Reimbursements**

If a reimbursement to an employee, contractor or volunteer meets the requirements of an "Accountable Expense Reimbursement Plan", then such reimbursement will not be reportable for federal or California income tax purposes.

## **VII. CLAIMING PROCEDURES FOR OUT-OF-COUNTY TRAVEL**

### **A. Travel Advance Claims**

#### **1. Authorizations and Eligibility**

- a) Travel advances are strongly discouraged and are only available to County employees. The issuance of travel advances creates double work for departmental and auditor-controller staff and should only be used if a County travel card cannot be used or the employee does not have a personal credit card. Board of Supervisors Members are not eligible for travel advances.

The first choice is for travelers to use their personal credit cards to pay for their

travel expenses and be reimbursed before their monthly statement arrives. Secondly, the County has arranged for the use of the Travel Card to pay many travel related expenses. Departments may use their Travel Cards to pay for airline tickets and conference registration expenses for all of their employees, not just the cardholder. Commercial carrier and conference registration expenses should not be considered in the advance calculation. The third choice would be a cash advance, if necessary.

- b) Travel advances require the authorization of the department head or his/her designee, and the Auditor-Controller or his/her designee.
- c) The net amount of the travel advance shall not exceed the following:
  - (1) 75% of the total estimate for the following travel expenses, exclusive of payments made payable directly to the vendor:
    - (a) lodging (documentation, including at least the confirmation number and hotel name should be provided), including hotel parking
    - (b) rental vehicle transportation;
    - (c) per diem meal allowances;
    - (d) long-term airport parking;
    - (e) other out-of-pocket expenses deemed necessary and reasonable by the Auditor-Controller.
  - (2) 50% of the total estimate of reimbursement for mileage for business use of a private vehicle.
- d) A travel advance shall not be issued for a net amount less than \$100.00 nor more than \$2,000.00.
- e) A travel advance shall not be issued more than thirty (30) calendar days in advance of the commencement of travel.
- f) Travelers are not eligible for an additional travel advance if they have an unsettled advance, unless the advances are for travel taken consecutively. In such case, the sum total of the travel advances shall not exceed \$2,000.00.

## 2. Travel Advance Requests

- a) Requests for travel advances involving travel shall be submitted by the department head to the Auditor-Controller's Office on a completed and signed

"County of Monterey Travel Request" form, accompanied by all documentation relative to the request, at least ten (10) working days in advance of the commencement of travel.

- b) After a completed and approved "County of Monterey Travel Request" form is received by the Auditor-Controller's Office, a warrant payable to the County traveler for the amount requested shall be issued, up to the 100% maximum amount allowed pursuant to this County travel policy.

### 3. Travel Advance Settlements

- a) Within five (5) working days of completion of travel, the County traveler shall submit all receipts for allowable travel expenses to the Department and within fifteen (15) working days of completion of travel to the Auditor-Controller's Office on a completed County claim form. Credit for the travel advance shall be subtracted from the amount owed to the County traveler.
- b) In the event that allowable expenses are less than the amount of the travel advance, the County traveler shall submit the difference in the form of a check or money order made out to the "County of Monterey" with the claim form.
- c) County travelers who cannot provide a required receipt shall reimburse the County for the amount of the money advanced to them for that expense.
- d) Travelers who do not submit the required documentation by the time frames set forth above may lose their eligibility for future travel advances.
- e) Department heads are responsible for ensuring that their employees settle their travel advance claims within the time frames set forth in subsection a) above. Non-compliance may jeopardize advances for the entire department.

## **B. Prepaid Vendor Claims**

### 1. Vendor Claim Requests

- a) Once travel has been authorized, claims to the vendor may be submitted for lodging and registration fees when there is sufficient time for the check to be processed before the authorized County traveler commences travel.
- b) If the travel requires a "County of Monterey Travel Request" form, the approved form shall be submitted with the claim. If the original has been submitted with a previous claim, then that shall be noted on the claim form and a copy of the form attached.
- c) Whenever possible, the County shall be named as registrant for events to allow

transfer of attendance privilege when conflicts prevent the original registrant from attending.

- d) The County will mail the warrant directly to the vendor unless the traveler requests that the warrant be returned to them to hand carry to the vendor.

## 2. Vendor Claim Settlements

- a) Each vendor claim must have an original receipt attached in order to settle the claim. The required receipts for vendor claims that have been prepaid shall be forwarded to the Auditor-Controller's Office within thirty (30) calendar days after completion of travel.
- b) Claims paid directly to vendors that are not substantiated by receipts within thirty (30) calendar days of the completion of travel shall be considered to be unsettled travel advances to the County traveler.
- c) Department heads are responsible for ensuring that their employees return their receipts within the time frames established by this policy. Non-compliance may jeopardize the department's ability to have travel expenses paid in advance.
- d) In the event that all or a portion of the prepaid cost to a vendor is reduced after the check has been processed, the County traveler is responsible for ensuring that the entire difference is returned to the County within the time frames established for settling the claim.

## C. **Travel Reimbursement Claims**

- 1. After completion of travel, the County traveler shall submit a completed County claim form to the department head for authorization. After review and authorization, the department head shall submit the authorized claim, together with any required receipts, to the Auditor-Controller's Office. Said claim shall be received by the Auditor-Controller's Office within thirty (30) calendar days of the completion of travel.
- 2. The traveler shall not be reimbursed until s/he has signed the certification for the claim that is required by the Auditor-Controller's Office.
- 3. The Auditor-Controller's Office shall review the claim for compliance with applicable County policies and procedures. If approved by the Auditor-Controller's Office, the claim shall be processed and a check sent to the claimant within ten (10) working days. If denied, or denied in part, the department's contact person will be notified immediately. The Auditor-Controller has the final decision on allowable expenses.
- 4. No reimbursement for travel shall be paid to the employee until all required receipts

for the travel claim have been filed with the Auditor-Controller's Office.

5. Travel reimbursements are to be paid via checks and not to be paid via petty cash.

#### **D. Mileage Claims**

1. Whenever travel requires advance authorization of the department head, or his/her designee, the resulting mileage expense shall be claimed on the same claim form as the other expenses that apply to that travel. The only exception is if mileage is the only expense of the trip, in which case the traveler may claim the mileage on the monthly "Mileage Reimbursement" claim form.
2. Whenever travel does not require advance authorization of the department head, or his/her designee, the resulting mileage expense shall be claimed on the "Mileage Reimbursement" claim form.
3. Mileage claims shall be submitted monthly, unless the total for the month is less than \$50.00, in which case the claim may be held for an additional month. However, the claim must not be held over to the next month more than twice, regardless of the dollar amount.
4. All mileage claims for the last month of the fiscal year must be processed by year-end close.
5. Mileage Claims are to be paid via warrants and not to be paid via petty cash.

#### **E. Reimbursement by Outside Source**

1. County travelers receiving reimbursement from an outside source for travel on County time shall forward said reimbursement to the Auditor-Controller for handling and deposit if the traveler intends to submit an expense claim to the County or use County resources, including a County vehicle, to travel. In such cases, the traveler shall then be entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals, subject to the claiming conditions set forth in this travel policy. Said reimbursement shall be delivered to the Auditor-Controller's Office within thirty (30) days of the receipt of the funds.
2. If a County volunteer or non-employee will be receiving a per diem or other reimbursement of travel expenses from a source outside of the County, the volunteer shall not be eligible to claim or receive any additional reimbursement from the County for the same expenses.

#### **F. Late Claims**

If a claim for reimbursement or settlement of a travel claim is submitted after the allowed time frames, the payment to the employee shall not be made until the claim has

been reviewed and approved by the Auditor-Controller or his/her designee.

**G. Travel Card Use**

Subject to the rules contained in the Travel Card Policy, travel expenses (airline, hotel, vehicle rental, gas, emergency repair of county vehicles and airport parking) may be charged to County of Monterey Travel Cards. Prohibited items include employee meals, room service, movies, cash advances, gift cards of any kind, liquor, tobacco and other items prohibited by the Travel Card Policy. Under no circumstances should personal items (even if reimbursed to the county) be charged to the travel card. Expenses paid on the travel card should not be included on a claim for reimbursement.

**VII. INTERPRETATIONS**

The Auditor-Controller, or his/her designee, shall be responsible for interpretations of this policy.

**VIII. EXCEPTIONS**

Exceptions to this policy require the approval of the Auditor-Controller or his/her designee.

**IX. CONFLICT WITH RULES**

In the event that this County Travel policy is in conflict with another County policy, the policy with the strictest application shall prevail.



## **Exhibit F - Global Professional Educational Services Engagement Policies**

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

### **Professional Services:**

1. Kronos will provide Customers with a Professional Services Estimate or Statement of Work that outlines the project deliverables and provides an estimate for the project scope and cost required to complete the engagement, based upon preliminary information provided by Customer.
2. Kronos and Customer agree that given the use of estimated times; the Assess Phase of the engagement will be used to determine whether modifications to project scope and cost are required.
3. Any such modification to project scope and cost will be supported through the generation of a Kronos Change Order that is signed by the Customer (see Change Order Process below).
4. The original project scope and cost of an engagement will apply until, and if, the Customer signs a Change Order.
5. The Professional Services Estimate or Statement of Work is valid for one year from the date of signature.
6. Kronos will invoice the Customer on a monthly basis for all Professional Services provided during the previous month.
7. Professional Services work will be conducted during normal business hours. Normal business hours will vary by country. Please consult your local Professional Services consultant for normal business hours in your country.
8. All Professional Services work scheduled to start outside of normal business hours will be billed in full at a premium rate described below. For work to be performed After Hours, on Holidays, or on Weekends, an approved Change Order will be required prior to scheduling (see Change Order Process below). Customers will be charged as follows:
  1. All Professional Services will be scheduled and billed in 1 to 4 hour increments with a minimum charge of 1 hour.
  2. After Hours
    1. All scheduled work will be billed at 1.5 times the current contract rate by role.
    2. After Hours will vary by country. Please consult your local Professional Services consultant for after hours in your country.
  3. Weekend
    1. All scheduled work will be billed at 2.0 times the current contract rate by role.
    2. Weekend schedules will vary by country. Please consult your local Professional Services consultant for normal business hours in your country.
  4. Holiday
    1. All scheduled work will be billed at 2.0 times the current contract rate by role.
    2. Holiday's recognized will vary by country. Please consult your local Professional Services consultant for holiday's observed in your country.
  5. Onsite Support requiring Travel:

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

*Here is an example:*

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

*Here is a holiday example:*

- Work is scheduled for Wednesday, 1p- 5p (4 hours)
- Customer cancels on:
  - Thursday — no penalty
  - Friday — 50% of planned charges are invoiced (2 hours)
  - Monday — holiday; doesn't count as "business day"
  - Tuesday — 100% of planned charges are invoiced (4 hours)

### **Change Order Process:**

1. All changes to the original, signed Professional Services Estimate or Statement of Work will be initiated by the Kronos Project Manager and reflected through the use of a Change Order, approved and signed by the Customer.
2. A change of project scope and cost, resulting in a Change Order, could result from: an increase or change to project deliverables, customer allocated time, customer scheduling changes, technology limitations.
3. The last authorized Professional Services Estimate or Statement of Work, including any previously approved Change Orders, will prevail until amended by a subsequent approved Change Order.
4. Unless otherwise addressed within these policies, the hourly rate(s) quoted within a Change Order for work to be performed within normal business hours will be consistent with that contained within the

original Professional Service Estimate or Statement of Work, if such Change Order is executed during the course of the original engagement, or within one (1) year of the signing of the original Professional Services Estimate or Statement of Work, whichever is earlier.

5. In instances where specialized resources are requested, but not contained within the original Professional Services Estimate or Statement of Work, the quoted rate will be established at Kronos' then current rate for such requested services.

#### **Travel:**

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

#### **Educational Services:**

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

1. After Hours
  1. There will be a 1.5 times premium in either per student public or per class private day rates.
  2. After Hours will vary by country. Please consult your local Educational Services trainer for after hours in your country.
2. Weekend
  1. There will be a 2.0 times premium in either per student public or per class private day rates.
  2. Weekend schedules vary by country. Please consult your local Educational Services trainer for after hours in your country.
3. Holiday
  1. There will be a 2.0 times premium in either per student public or per class private day rates.
  2. Holidays recognized will vary by country. Please consult your local Professional Services trainer for holidays observed in your country.
4. Onsite Support requiring Travel:
  1. All travel time (portal to portal) will be billed at the current contract rate by role.
  2. Expense reimbursement is pursuant to the agreement covering such Educational Services between the customer and Kronos.
  3. Travel time above two hours in any one direction will be billed at the current contract rate by role.

**Travel:**

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

**Other Policies:**

1. Kronos personnel working at the Customer site shall have access to necessary infrastructure (servers, network, etc.).
2. In instances where Kronos personnel are working remotely access will be granted through the use of industry standard tools (DTS, GoToMyPC, PCAnywhere, etc.).
3. Customer agrees to not hire any Kronos employee who has performed services under the Agreement for a period of one-year after the completion of such services.

4. All required system administration, maintenance, backups, tuning, etc., is the responsibility of the Customer.
5. Customer Data: To perform the Implementation and to provide support after completion, Kronos may need to access and retain information regarding your employees and business organization. Kronos will take all reasonable steps to limit and safeguard the security of this information. We may make recommendations to enhance your organization's procedures for securing your data - these recommendations are intended to enhance the security of any sensitive information that is provided to us. However, there are no guarantees that they will ensure the security of your information, nor should Kronos' actions be viewed as the only safeguards necessary. The security of your data is ultimately your responsibility.

## **Exhibit G - Support Policies and Services**

Policies – On Premise | Software Services – On Premise | Equipment Services |  
Policies - Workforce Central SaaS | Software Services – Cloud Hosting

### **Policies – On Premise**

For each installation, Customers must purchase the same software support service type for all software and must purchase the same equipment support service type for all equipment of the same type. The latest Supported Product List is available at <https://community.kronos.com/s/article/How-To-Find-Support-Information-for-your-Kronos-Product>. Please note: you must be logged into the Kronos Community to access this link.

#### **Workforce Central suite**

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

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

#### **Workforce Analytics (WFAN) — supported components include:**

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

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

All Analysis Services Cubes found in the Workforce Analytics databases.

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

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

### **Updates**

Customers electing to undergo a major platform upgrade migration (i.e. from Timekeeper Central to Workforce Central suite) are required to purchase the licenses to the new version at the applicable license fees.

### **Support Exclusions**

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

Additional On Premise deployment exclusions:

Customer's improper use, management or supervision of the Software or other failure to use the Software in accordance with Kronos' specifications; or

Customer's repair, attempted repair or modification of the Software without prior authorization from Kronos; or

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

Customer's end user computer or operating system malfunctions; or

Services required for application programs and/or conversions from products or software not supplied by Kronos; or

Reprogramming, including reconfiguration of the Software or the rebuilding of Customer's database.

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

Customer's failure to continually provide a suitable installation environment as specified in Kronos' specifications.

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.

Additional On Premise deployment exclusions:

Configuration Changes, Reprogramming, New Programming such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Profiles, Dashboards and Fields

Creating New Schedules

Terminal Programming and Cold Start

Pay Period Changes

Programming, modifying, implementing, training or troubleshooting the following:

Data integration interfaces (i.e. Connect, Integration Manager, Analytics)

Custom Reports

Custom Application extensions

Editing Process Manager templates and creating new templates

Installing or reinstalling Applications such as, but not limited to,

Adding a Workstation

Moving the Application

Custom Reports or Custom Application Extensions

Implementation or configuration services related to upgrading product such as, but not limited to,

Software implementation

Porting custom software (i.e., reports)

Change management

Training

New functionality deployment

Application interfaces

Service to Kronos custom software is not provided, unless otherwise specified on the applicable Order Form for such custom software.

Importing new data i.e. from acquisitions or purchasing of another company.

Installing or reinstalling Applications such as, but not limited to,

Reinstalling following a Hard Drive Crash

Service Release

Database Administration Maintenance or Services such as, but not limited to,

Database scripts

Writing or customizing database scripts for data reporting and/or retrieval

Performance Tuning

Sizing

Disaster Recovery

Database backup strategy and/or setup

Establishing a Non-Production Environment such as, but not limited to,

Test environments, i.e., application servers, database servers

K-Demo

Troubleshooting Environmental Issues such as, but not limited to,

Operating System

Network Issues

Firewalls

Servers

Workstations

Single Sign On



Load balancing configuration

Virtual server configuration

#### 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 Agreement, whichever is longer. Applicable credits will be left on the account to be applied against any future invoices.

#### 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 (i) the support services fees at list price for such lapsed or unprocured time period for when the products were not on support; and (ii) the annual support services at the then current list price for the applicable product(s), plus twenty per cent (20%) of the support services fees.

#### Service Coverage Period

Local\* business hours, 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 business hours of coverage at your location.

Support Services groups:



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

#### 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

Cloud outage

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?

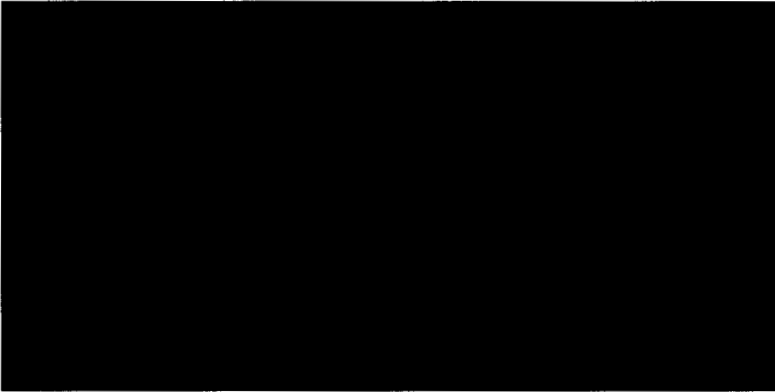
How do I run a report?

How often should database maintenance be executed?

A workaround is available on the Kronos Community.

#### Response Time

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



Platinum

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).

#### 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.

#### 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.

#### Management Escalation

Customers may, at any time, ask to speak to a Kronos manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a Kronos Global Support manager, please telephone your Kronos Support Services center and ask to speak to a manager. Phone numbers are listed on the Kronos Community at <https://community.kronos.com/s/article/ka361000000ACDuAAO/KB13193>.

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Policies – On Premise | Software Services – On Premise | Equipment Services |  
Policies - Workforce Central SaaS | Software Services – Cloud Hosting

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#### Software Services – On Premise

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

#### 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.

#### 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.

#### 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.

## 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.

Search (Available to all Support Agreement customers through the Kronos Community)

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

Knowledge base

Documentation (Manuals and User Guides)

Service releases

Groups

Cases

Technical Advisories and Technical Insiders

\*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 Community. Please sign up for Alert Groups in the Kronos Community to get notified of the release of new technical advisories and other important production information.

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.

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.

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 Releases (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, from the Kronos Community. Protecting your investment is where our coverage for you begins as you embark on your journey to increased knowledge and improved business performance.

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

#### 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.

#### Case 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.

#### Groups (Available to all Support Agreement customers)

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

#### Remote Support (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.

#### Per-event Software Service

On premise 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.

| Minimum Hours |
|---------------|
|               |

Conditions:

Time billed is minimum billable hours and then one hour increments.

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.

The response time for customers without a support agreement is within two business days.

Customers with a Support Agreement receive a 50 percent reduction from the minimum amount of hours.

Per-event rates are not discountable.

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Policies – On Premise | Software Services – On Premise | Equipment Services |  
Policies - Workforce Central SaaS | Software Services – Cloud Hosting

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Equipment Services

Depot Exchange Service

The premium hardware service option: Kronos ships a replacement unit on an advance exchange basis by next-business day delivery where available 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 ships a replacement unit on an advance exchange basis by next-business day delivery where available 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, Mexico, 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:

Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;

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;

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;

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;

Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or

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 releases / firmware updates available on the Kronos Community. Please sign up for Alert Groups in the Kronos Community to get notified of the release of new service releases.

**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 China.

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:

Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;

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;

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;

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;

Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or

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 releases / firmware updates available on the Kronos Community. Please sign up for Alert Groups in the Kronos Community to get notified of the release of new service releases.

#### Device Software Maintenance

Device Software Maintenance is designed for those Kronos customers who choose to manage time clock repair themselves and just want access to device software updates. This service option lets you download equipment service releases from the Kronos Community to ensure that your time clock is always up to date with:

The latest security enhancements

Communication protocols

Fixes and terminal software feature updates

Compatibility updates with Kronos software or other terminals

Device Software Maintenance is included with Depot Exchange and Depot Repair.

Device Software Maintenance does NOT include any repair or exchange services.

How it works:

Go to the Kronos Community at <https://community.kronos.com>.

Register or log in to the Kronos Community. An email address and Kronos Solution ID are required to register for access to the Kronos Community.

Go to the Topics menu and choose "Data Collection" to access the equipment service releases.

Availability:

The Device Software Maintenance offering is available worldwide.

NOT available for the 100, 400, 500, Century and Cyber series terminals

This service includes access to equipment service releases / firmware updates available on the Kronos Community. Please sign up for Alert Groups in the Kronos Community to get notified of the release of new service releases.

#### 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:

Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;

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;

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;

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;

Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or

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 releases / firmware updates.

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Policies – On Premise | Software Services – On Premise | Equipment Services |  
Policies - Workforce Central SaaS | Software Services – Cloud Hosting

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#### Policies - Workforce Central SaaS

##### Workforce Central Suite SaaS Applications

Kronos only provides service releases for the current release and the two immediately prior releases of the Applications. We currently publish new releases every twelve to eighteen months. Resolution of an issue may require that you upgrade to the current release of the Applications.

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

Workforce Analytics (WFAN) — supported components include:

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

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

All Analysis Services Cubes found in the Workforce Analytics databases.

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

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

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

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

#### Updates

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

## Support Exclusions

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

Customer's failure to use the Applications in accordance with Kronos' specifications;

Customer's use of the Applications for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;

Customer's end user computer or operating system malfunctions;

Services required for programs and/or conversions from products or software not supplied by Kronos;

Reprogramming, including reconfiguration of the Applications, or Configuration Changes such as, but not limited to, Work Rules, Pay Rules, Pay Period Changes Accrual Rules, Profiles, Dashboards and Fields;

Creating New Schedules;

Terminal Programming and Cold Start

Creating, modifying, or implementing the following:

Data integration interfaces (i.e. Connect, Integration Manager, Analytics)

Custom Reports and Custom Application extensions;

Editing Process Manager templates and creating new templates;

Installing or reinstalling Applications on customer workstations;

New product implementation and configuration;

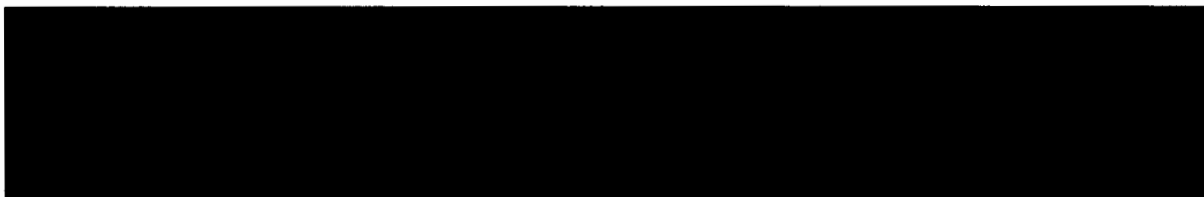
Training.


## Service Coverage Period

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

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

Support Services groups:





### Priority Based Support

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

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

- Cloud outage

- Unable to sign-off Time Cards

- Totals are not accurate

- Unable to collect punches from terminals

- Unable to access a critical application function such as scheduling

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

- Intermittent or inconsistent functionality results or data accuracy - accrual balances not matching pay codes but balances are accurate

- Data display inaccuracies or inconsistencies across multiple tasks

- Application performance is inconsistent or fluctuates

- A workaround is available.

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

- How do I set up a holiday pay rule?

- How do I run a report?

A workaround is available on the Kronos Community.

### Response Time

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

|  |          |
|--|----------|
|  | WFC SaaS |
|  |          |

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

### Critical Outages

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

### Technical Escalation

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

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

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

## Management Escalation

Customers may, at any time, ask to speak to a Kronos manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a Kronos Global Support manager, please telephone your Kronos Support Services center and ask to speak to a manager. Phone numbers are listed on the Kronos Community at <https://community.kronos.com/s/article/ka361000000ACDuAAO/KB13193>.

## Technical Account Manager (TAM) Support Service

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

## Search

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

## Knowledge base

### Documentation (Manuals and User Guides)

### Service releases

### Groups

### Cases

## Technical Advisories and Technical Insiders

### Technical Advisories

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

## Learning Quick Tips

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.

## HR and Payroll Answerforce

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.

#### Interactive Forms

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 Releases

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

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

#### Knowledge Base

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.

#### Case management

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

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

Configuration guides

User guides

System administrators guides

#### Groups

Groups provide a unique opportunity to connect with other Kronos customers and to benefit from their real-world experiences. Organized by product platform, industry and special interests, Groups allow you to post questions or provide advice to someone else's query. A chance to go beyond simple product "how



to," many customers have commented on how groups have helped them gain a broader understanding of how to leverage their Kronos applications.

#### Remote Support

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

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Policies – On Premise | Software Services – On Premise | Equipment Services |  
Policies - Workforce Central SaaS | Software Services – Cloud Hosting

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#### Software Services – Cloud Hosting

##### Product Coverage

For each installation, Customers must purchase the same software support service type for all software and must purchase the same equipment support service type for all equipment of the same type. The latest Supported Product List is available at <https://community.kronos.com/s/article/How-To-Find-Support-Information-for-your-Kronos-Product>. Please note: you must be logged into the Kronos Community to access this link.

##### Workforce Central suite

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

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

Workforce Analytics (WFAN) — supported components include:

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

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

All Analysis Services Cubes found in the Workforce Analytics databases.

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

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

#### Updates

Customers electing to undergo a major platform upgrade migration (i.e. from Timekeeper Central to Workforce Central suite) are required to purchase the licenses to the new version at the applicable license fees.

## Support Exclusions

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

Customer's improper use, management or supervision of the Software or other failure to use the Software in accordance with Kronos' specifications;

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;

Customer's end user computer or operating system malfunctions;

Services required for application programs and/or conversions from products or software not supplied by Kronos;

Reprogramming, including reconfiguration of the Software, and Configuration Changes and New Configuration such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Pay Period Changes, Profiles, Dashboards and Fields;

Creating New Schedules;

Terminal Programming and Terminal Cold Start;

Creating, modifying, implementing, training or troubleshooting the following

Data integration interfaces (i.e. Connect, Integration Manager, Analytics)

Custom Reports and Custom Application extensions;

Editing Process Manager templates and creating new templates;

Installing or reinstalling Applications on customer workstations;

New product implementation and configuration;

Training

## 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 Agreement, whichever is longer. Applicable credits will be left on the account to be applied against any future invoices.

## Reinstatement of Support Services

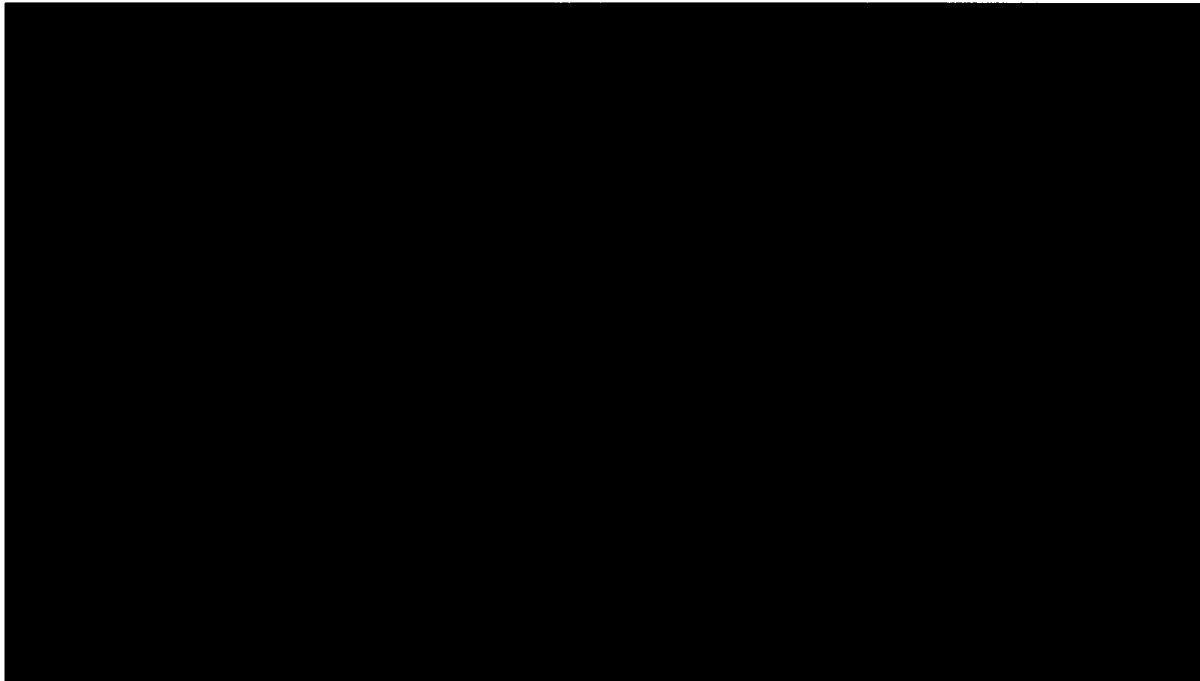
Cloud Hosted customers must maintain the Software under an active maintenance plan with Kronos through the Hosting term. In the event that Customer allows Software or Equipment support services to lapse, Customer must pay (i) the support services fees at list price for such lapsed or unprocured time period for when the products were not on support; and (ii) the annual support services at the then current list price for the applicable product(s), plus twenty per cent (20%) of the support services fees.

### Service Coverage Period

Kronos will provide 24x7 support for the cloud infrastructure and the availability to the cloud environment.

For all other issues support is provided in accordance with the purchased software and equipment support level. Local\* business hours, 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 business hours of coverage at your location.

Support Services groups:



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

### 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

Cloud outage

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?

A workaround is available on the Kronos Community.

#### Response Time

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

|  |          |
|--|----------|
|  | Platinum |
|  |          |

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).

### 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.

### Technical Escalation

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

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

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

### Management Escalation

Customers may, at any time, ask to speak to a Kronos manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a Kronos Global Support manager, please telephone your Kronos Support Services center and ask to speak to a manager. Phone numbers are listed on the Kronos Community at <https://community.kronos.com/s/article/ka361000000ACDuAAO/KB13193>.

### Software Support Services and Features

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

### 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.

#### 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.

#### 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.

#### 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.

##### Search

(Available to all Support Agreement customers through the Kronos Community)

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

##### Knowledge base

Documentation (Manuals and User Guides)

Service releases

Groups

Cases

## Technical Advisories and Technical Insiders

\*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 Community. Please sign up for Alert Groups in the Kronos Community to get notified of the release of new technical advisories and other important production information.

### 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.

### 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.

### 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 Releases (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, from the Kronos Community. Protecting your investment is where our coverage for you begins as you embark on your journey to increased knowledge and improved business performance.

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

### 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.

### Case 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:

Configuration guides

User guides

System administrators guides

Groups (Available to all Support Agreement customers)

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

Remote Support (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.

Per-event Software Service

Cloud Hosting 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.

| Minimum Hours |
|---------------|
|               |

Conditions:

Time billed is minimum billable hours and then one hour increments.

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.



The response time for customers without a support agreement is within two business days.

Customers with a Support Agreement receive a 50 percent reduction from the minimum amount of hours.

Per-event rates are not discountable.