

AGREEMENT

THIS AGREEMENT is made and entered into this 25 day of April, 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and KRONOS, INC., a Massachusetts Corporation, whose address is 297 Billerica Road, Chelmsford, MA 01825, hereinafter referred to as "CONTRACTOR."

WITNESSETH

WHEREAS, COUNTY purchased 1,175 licenses to use Workforce TeleStaff Contact Manager V5, Workforce TeleStaff Enterprise V5 and Workforce TeleStaff Global Access V5, as well as 1 license to use Workforce TeleStaff Gateway Manager V5 (hereinafter collectively referred to as the "TeleStaff Software"), as well as TeleStaff Software Support Services, for use by COUNTY's Sheriff-Coroner's Office, pursuant to County Agreement Nos. 05-573 and 12-540, which Agreements have expired; and

WHEREAS, COUNTY desires to obtain continued TeleStaff Software Support Services for the licenses COUNTY currently owns as well as to purchase additional TeleStaff Software licenses and TeleStaff Software Support Services for these additional licenses; and

WHEREAS, CONTRACTOR represents that it has the expertise and ability to provide such TeleStaff Software licenses and Support Services, as provided herein.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. OBLIGATIONS OF CONTRACTOR

A. CONTRACTOR shall provide Platinum Support Service for the TeleStaff Software that COUNTY currently is licensed to use (i.e., for the 1,175 licenses to TeleStaff Enterprise v5, TeleStaff Global Access v5 and TeleStaff Contact Manager v5; and the one license to TeleStaff Gateway Manager v5 COUNTY previously obtained); and

B. CONTRACTOR shall provide: (i) 50 additional Workforce TeleStaff Enterprise v5, TeleStaff Global Access v5 and TeleStaff Contract Manager v5 licenses; and (ii)

1 Platinum Support Service for these additional 50 licenses; and

2 C. CONTRACTOR shall provide additional TeleStaff licenses, with Platinum
3 Support Service, pursuant to the terms of this Agreement, when purchased by COUNTY upon the
4 execution of a Kronos Order Form.

5 2. SUPPORT SERVICES

6 Platinum Support Services for Software described in Section 1.A., above, shall commence on
7 January 1, 2017 and shall continue for an initial term of one (1) year. Platinum Support Services
8 for the Software described in Section 1.A., shall automatically renew for two (2) additional one-
9 year terms through and including December 31, 2019. Upon execution of extension of this
10 Agreement as described in Section 10, TERM, Platinum Support Services may be extended for
11 two (2) additional consecutive twelve (12) month periods through and including December 31,
12 2021.

13 Platinum Support Services for all other Software purchased under this Agreement shall
14 commence on the Software Delivery Date and shall continue for an initial term of one (1) year.
15 The Software Delivery Date is defined as the date the licenses are received. Platinum Support
16 Services for all licenses shall automatically renew for additional one-year terms. Upon execution of
17 extension of this Agreement as described in Section 10, TERM, Platinum Support Services may
18 be extended for two (2) additional consecutive twelve (12) month periods, with the last term
19 expiring on December 31, 2021.

20 Platinum Support Services shall include:

21 (a) Updates for the Software (not including any Software for which
22 CONTRACTOR charges a separate license fee), provided that COUNTY's operating system and
23 equipment meet minimum system configuration requirements, as reasonably determined by
24 CONTRACTOR.

25 (b) Telephone and/or electronic access to the Kronos Global
26 Support Center for the logging of requests for service during the Service Coverage Period. The
27 Service Coverage Period for Platinum Support services is 24 hours a day, seven days a week,
28 365 days per year.

1 (c) Web-based support including access to Software
2 documentation, FAQ's, access to Kronos knowledge base, Customer forums, and e-case
3 management. Such offerings are subject to modification by CONTRACTOR.

4 (d) Web-based remote diagnostic technical assistance which may
5 be utilized by CONTRACTOR to resolve Software functional problems and user problems during
6 the Service Coverage Period.

7 (e) Access to specialized content as made available by
8 CONTRACTOR such as technical advisories, learning quick tips, brown bag seminars, technical
9 insider tips, and service case studies.

10
11 CONTRACTOR's "Support Policies and Services Policy" shall apply to all Support Services
12 purchased. CONTRACTOR's Support Policies and Services Policy is attached hereto as
13 Exhibit A and incorporated herein by reference. Kronos reserves the right to update these
14 policies from time to time. The updates may be accessed at:
15 <http://www.kronos.com/Support/SupportServicesPolicies.htm>. Kronos warrants that any revision
16 of these policies will not result in a diminution of services. In the event of a conflict between the
17 terms of the "Support Policies and Services Policy" and this Agreement, the terms of this
18 Agreement shall prevail.

19 3. OBLIGATIONS OF COUNTY

20
21 COUNTY agrees :

22 A. to provide CONTRACTOR's personnel with full, free and safe access
23 to Software for purposes of support, including use of CONTRACTOR's
24 standard remote access technology, if required.

25 B. not to allow support of the Software by anyone other than
26 CONTRACTOR without prior written authorization from CONTRACTOR.
27 Failure to utilize CONTRACTOR's remote access technology may delay
28 CONTRACTOR's response and/or resolution to COUNTY's reported

1 Software problem. If COUNTY, at a future date, requires the use of remote
2 access technology not specified by CONTRACTOR, then the parties shall
3 be required to amend this Agreement in order to purchase the then
4 applicable option, such as Platinum Plus, to receive support and provide
5 CONTRACTOR personnel with full, free and safe access to the remote
6 access hardware and/or software.

7 4. GENERAL LICENSE TERMS

8 CONTRACTOR represents that it owns or has the right to license the
9 Software. Unauthorized use and copying of such Software is prohibited by law, including United
10 States and foreign copyright law. The price COUNTY pays for a copy of the Software constitutes
11 a license fee that entitles COUNTY to use the Software as set forth in this Agreement.
12 CONTRACTOR grants to COUNTY a non-exclusive, nontransferable, perpetual (except as
13 provided herein) license to use the Software. This license may be terminated by
14 CONTRACTOR by written notice to COUNTY upon any material breach of this Agreement by
15 COUNTY which remains uncured for a period of thirty (30) days after such written notice from
16 CONTRACTOR. Upon such termination of this license by CONTRACTOR, COUNTY will have no
17 further right to use the Software and will return the Software to CONTRACTOR and destroy all
18 copies of the Software and Software documentation in COUNTY's possession. This license is
19 subject to all of the terms of this Agreement.

20 5. FEE BASED LIMITATIONS

21 COUNTY recognizes and agrees that the license to use the Software is
22 limited, based upon the amount of the license fee paid by COUNTY. COUNTY hereby agrees
23 to: i) use the Software only for the number of employees, simultaneous or active users,
24 computer model, partition and serial number, and/or terminals permitted by the applicable
25 license fee; ii) use only the product modules and/or features permitted by the applicable license
26 fees; and iii) use the Software only in support of COUNTY's own business. COUNTY agrees
27 not to increase the number of employees, simultaneous or active users, partitions, terminals,
28 products modules, features, or to upgrade the model, as applicable, unless and until COUNTY

1 pays the applicable fee for such increase or upgrade. COUNTY may not relicense or
2 sublicense the Software to, or otherwise permit use of the Software (including timesharing or
3 networking use) by any third party. COUNTY may not provide data processing services to a third
4 party that makes use of the Software without the express prior written consent of
5 CONTRACTOR.

6 6. OBJECT CODE ONLY AND PERMITTED COPIES

7 COUNTY may use the computer programs included in the Software
8 ("Programs") in object code form only, and shall not reverse compile, disassemble or otherwise
9 convert the Programs into uncompiled or unassembled code. CONTRACTOR represents that
10 the Programs include components owned by third parties. Such third party components are
11 deemed to be Software subject to this Agreement. COUNTY shall not use any of the Programs
12 except solely as part of and in connection with the Software as is described in the published
13 electronic documentation for such Software. COUNTY shall indemnify and hold harmless
14 CONTRACTOR for all damages or liability caused by COUNTY's willful or negligent failure to
15 comply with the foregoing restriction.

16 COUNTY may copy the Programs as reasonably necessary to load and
17 execute the Programs and for backup and disaster recovery and testing purposes only. All
18 copies of the Programs or any part thereof, whether in printed or machine readable form and
19 whether on storage media or otherwise, are subject to all the terms of this license and
20 Agreement, and all copies of the Programs or any part of the Programs shall include the
21 copyright and proprietary rights notices contained in the Programs as delivered to the
22 COUNTY.

23 7. UPDATES

24 In the event CONTRACTOR supplies Service Packs, Point Releases and
25 Major Releases, including legislative updates if available, of the Software (collectively referred
26 to as "Updates"), such Updates shall be part of the Software and the provisions of this license
27 and Agreement shall apply to such Updates and to the Software as modified thereby. The costs
28 for any such Updates are included in the Platinum Support fee. All Updates shall be provided

1 via remote access.

2 8. ACCEPTANCE

3 For COUNTY's initial purchase of each Equipment and Software product,
4 CONTRACTOR shall provide COUNTY with an acceptance test period ("Test Period") that
5 commences upon completion of Installation. For purposes of this section, Installation shall be
6 deemed complete once: the Equipment, if any, is mounted; the Software is installed on
7 COUNTY server(s); and COUNTY employees have completed the five (5) day "Train-the-Trainer"
8 training session provided by CONTRACTOR as indicated in Section D. 1) of the "Obligations of
9 Contractor" section of this Agreement. During the Test Period, COUNTY shall determine whether
10 the Equipment and Software meet CONTRACTOR's published electronic documentation,
11 ("Specifications").

12 The Test Period shall be for sixty (60) days. If COUNTY has not given
13 CONTRACTOR a written deficiency statement ("Deficiency Statement") within the Test Period,
14 specifying how the Equipment or Software fails to meet the "Specifications," the Equipment and
15 Software shall be deemed accepted by COUNTY. If COUNTY provides a Deficiency Statement
16 during the Test Period, CONTRACTOR shall have thirty (30) days to correct the deficiency, and
17 COUNTY shall have an additional thirty (30) days once the correction has been made to
18 evaluate the Equipment and Software again. If the Equipment or Software does not meet the
19 "Specifications" at the end of the second 30-day period, either party may terminate this
20 Agreement by giving written notice to the other. Upon any such termination, COUNTY shall
21 return all Equipment, Software, and related documentation to CONTRACTOR, and
22 CONTRACTOR shall refund any monies paid by COUNTY to CONTRACTOR for the returned
23 Equipment and Software. Neither party shall then have any further liability to the other for the
24 products that were the subject of the Acceptance Test.

25 In no event shall any acceptance by COUNTY made pursuant to this section
26 constitute a waiver by either party of any breach of this Agreement or any default which may then
27 exist on the part of the other party.

28 9. LIMITED WARRANTY

1 CONTRACTOR warrants that all CONTRACTOR's Equipment and Software
2 media shall be free from defects in materials and workmanship, for a period of ninety (90) days
3 from Software Delivery Date. In the event of a breach of this warranty, COUNTY's exclusive
4 remedy shall be CONTRACTOR's repair or replacement of the deficient Equipment and/or
5 Software media, at CONTRACTOR's option, provided that COUNTY's use, installation and
6 maintenance thereof have conformed to the Specifications. This warranty is extended to
7 COUNTY only and shall not apply to any Equipment (or parts thereof) or Software in the event
8 of:

9 (a) damage, defects or malfunctions resulting from misuse, accident,
10 neglect, tampering, (including modification or replacement of any of CONTRACTOR's
11 components on any boards supplied with the Equipment), unusual physical or electrical stress
12 or causes other than normal and intended use;

13 (b) failure of COUNTY to provide and maintain a suitable installation
14 environment, as specified in the Specifications; or

15 (c) malfunctions resulting from the use of badges or supplies not approved
16 by CONTRACTOR.

17 (d) When using and applying the information generated by CONTRACTOR
18 products, COUNTY is responsible for ensuring that COUNTY complies with the applicable
19 requirements of federal and state law.

20 10. CONFIDENTIAL INFORMATION

21 "Confidential Information" is defined as information that is: i) disclosed between
22 the parties after the date of this Agreement that is considered confidential or proprietary to the
23 disclosing party; and ii) identified as "confidential" at the time of disclosure, or would be
24 reasonably obvious to the receiving party to constitute confidential information because of
25 legends or other markings, by the circumstances of disclosure or the nature of the information
26 itself. Additionally, the terms, conditions and pricing contained in this Agreement and the Order
27 Form, the Software (and Software documentation), and the Specifications shall be deemed to
28 be CONTRACTOR's Confidential Information. Each party shall protect the Confidential

1 Information of the other party with at least the same degree of care and confidentiality, but not
2 less than a reasonable standard of care, which such party utilizes for its own information of
3 similar character that it does not wish disclosed to the public. Neither party shall disclose to
4 third parties (except the parent company or the wholly owned subsidiaries of the receiving party
5 who have a need to know) the other party's Confidential Information, or use it for any purpose
6 not explicitly set forth herein, without the prior written consent of the other party. The obligation
7 of confidentiality shall survive for three (3) years after the disclosure of such Confidential
8 Information.

9 This Agreement imposes no obligation upon either party with respect to the
10 other party's Confidential Information which the receiving party can establish by legally sufficient
11 evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its
12 confidentiality prior to receipt from the disclosing party, (b) is generally known to the public
13 without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third
14 party having the right to disclose it without an obligation with respect to confidentiality; (d) is
15 independently developed by the receiving party without use of the disclosing party's confidential
16 information, which can be shown by tangible evidence; or (e) was required to be disclosed by
17 applicable law; provided that the receiving party notifies the disclosing party of such requirement
18 prior to disclosure, and provided further that the receiving party makes diligent efforts to limit
19 disclosure.

20 This section shall not prevent or otherwise prohibit the disclosure by COUNTY
21 of information COUNTY is required to disclose pursuant to federal, state, or county law,
22 regulation, or policy.

23 11. LIMITATION OF LIABILITY

24 COUNTY's exclusive remedies and CONTRACTOR's sole liability for any
25 CONTRACTOR's breach of this Agreement are expressly stated herein. Except as provided in
26 this Agreement, all other warranties, express or implied, including warranties of merchantability
27 and fitness for a particular purpose, are excluded.

1 Except for CONTRACTOR's indemnification obligations with respect to
2 infringement of intellectual property or personal injury, death or damage to personal property
3 set forth in this Agreement, in no event shall CONTRACTOR or its parents', subsidiaries',
4 affiliates', or third party licensor's liability to COUNTY, howsoever caused, exceed the value of
5 the order which gives rise to the claim, and in no event will CONTRACTOR or its parents,
6 subsidiaries affiliates or third party licensors be liable for lost profits, lost data or any other
7 incidental or consequential damages arising out of this Agreement whether such claim is based
8 on warranty, contract, tort or the existence, furnishing, functioning or COUNTY's specific use of,
9 or inability to so use, any equipment, software or services provided for in this Agreement.

10 12. TERM

11 The term of this Agreement shall be for a period of three (3) years,
12 commencing on January 1, 2017 through and including December 31, 2019. This Agreement
13 may be extended for two (2) additional consecutive twelve (12) month periods upon written
14 approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12)
15 month extension period. The Sheriff-Coroner or her designee is authorized to execute such
16 written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance

17 13. TERMINATION

18 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
19 be provided thereunder, are contingent on the approval of funds by the appropriating government
20 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
21 Agreement terminated, at any time by giving CONTRACTOR thirty (30) days advance written
22 notice.

23 B. Breach of Contract - COUNTY may immediately suspend or terminate this
24 Agreement in whole or in part, where in the determination of the County there is:

- 25 1. An illegal or improper use of funds;
26 2. A failure to comply with any material term of this Agreement which is not
27 cured within thirty (30) days of written notice;
28 3. A substantially incorrect or incomplete report submitted to the COUNTY

1 which is not cured within thirty (30) days of written notice;

2 4. Improperly performed service which is not cured within thirty (30) days
3 of written notice.

4 If pursuant to paragraph B "Breach of Contract" of this section, CONTRACTOR is given thirty (30)
5 days to cure a breach of contract, such opportunity to cure the breach at issue shall terminate
6 earlier if CONTRACTOR fails to make good faith efforts to cure the breach at issue.

7 In no event shall any payment by COUNTY constitute a waiver by COUNTY of any
8 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR.
9 Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to
10 the breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment
11 to COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the
12 judgment of COUNTY were not expended in accordance with the terms of this Agreement.
13 CONTRACTOR shall promptly refund any such funds upon demand.

14 C. Without Cause - Under circumstances other than those set forth above,
15 this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written
16 notice of an intention to terminate to CONTRACTOR.

17 D. Default - COUNTY shall have the right to terminate CONTRACTOR
18 support services in the event that CONTRACTOR is in breach of the support services warranty set
19 forth above and such breach is not cured within fifteen (15) days after written notice specifying the
20 nature of the breach. In the event of such termination, CONTRACTOR shall refund to COUNTY
21 on a pro-rata basis those pre-paid annual support fees associated with the unused portion of the
22 support term. CONTRACTOR reserves the right to terminate or suspend support service in the
23 event the COUNTY is in default under this Agreement with CONTRACTOR and such default is
24 not corrected within fifteen (15) days after written notice. In addition, the support services will
25 terminate and all charges due hereunder will become immediately due and payable in the event
26 that COUNTY ceases to do business as a going concern or has its assets assigned by law.

27
28 14. COMPENSATION/INVOICING:

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as follows: CONTRACTOR will provide COUNTY with the fifty (50) licenses to the Workforce TeleStaff products described in Section 1.B. above for the not to exceed amount of Five Thousand Four Hundred Twenty Five Dollars (\$5,425) and one year of the Platinum Support Service for these fifty (50) additional licenses described in Section 1.B.above for the not to exceed of One Thousand Three Hundred Fifty Six Dollars and Twenty Five Cents (\$1,356.25). CONTRACTOR will provide COUNTY with one year of Platinum Support Services for COUNTY's existing 1,175 licenses for the not to exceed amount of Thirty Eight Thousand-Ninety Four Dollars and Fifty Five Cents (\$38,094.55). CONTRACTOR will provide COUNTY with additional licenses to the Workforce TeleStaff products and Platinum Support Services for such additional licenses, purchased by COUNTY pursuant to Section 1.C. of this Agreement, pursuant to the costs set forth in the Kronos order form executed by COUNTY at the time of purchase. In no event shall payments made by COUNTY to CONTRACTOR for products and services rendered under this Agreement be in excess of Two Hundred Ninety Three Thousand - Seven Hundred Seven Dollars and Sixty Eight Cents (\$293,707.68) during the term of this Agreement, including the potential two (2) year extensions. It is understood that all expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR.

CONTRACTOR shall submit invoices to the County of Fresno, Sheriff –Coroner's Office, at 2200 Fresno Street, Fresno, CA 93721, Attention: Business Office. Payments by COUNTY shall be made within forty-five (45) days after receipt of CONTRACTOR's properly completed invoices.

15. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or

1 direct the manner or method by which CONTRACTOR shall perform its work and function.

2 CONTRACTOR and COUNTY shall comply with all applicable provisions of
3 law and the rules and regulations, if any, of governmental authorities having jurisdiction over
4 matters the subject thereof.

5 Because of its status as an independent contractor, CONTRACTOR shall have
6 absolutely no right to employment rights and benefits available to COUNTY employees.

7 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
8 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
9 responsible and save COUNTY harmless from all matters relating to payment of
10 CONTRACTOR'S employees, including compliance with Social Security withholding and all other
11 regulations governing such matters. It is acknowledged that during the term of this Agreement,
12 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
13 Agreement.

14 16. MODIFICATION: Any matters of this Agreement may be modified from time
15 to time by the written consent of all the parties without, in any way, affecting the remainder.

16 17. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
17 Agreement nor their rights or duties under this Agreement without the prior written consent of the
18 other party.

19 18. GENERAL:

20 A. The invalidity or illegality of any provision of this Agreement shall not
21 affect the validity of any other provision. The parties intend for the remaining unaffected
22 provisions to remain in full force and effect.

23 B. Neither party shall be liable for failures or delays in performance due to
24 causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other
25 acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or
26 delays.

27 C. Use, duplication, or disclosure by the United States Government is
28 subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and

1 Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the
2 Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable.

3 D. COUNTY and CONTRACTOR agree that the terms and conditions set
4 forth in this Agreement shall apply to all CONTRACTOR's Equipment, Software, Professional and
5 Educational Services, Support, and such other offerings from CONTRACTOR to COUNTY that
6 may be contained in an order form.

7 19. HOLD HARMLESS:

8 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's
9 request, defend COUNTY, its officers, agents, and employees from any and all
10 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to
11 COUNTY in connection with the performance, or failure to perform, by
12 CONTRACTOR, its officers, agents, or employees under this Agreement, and from
13 any and all costs and expenses, damages, liabilities, claims, and losses occurring or
14 resulting to any person, firm, or corporation who may be injured or damaged by
15 the performance, or failure to perform, of CONTRACTOR, its officers, agents, or
16 employees under this Agreement.

17 20. INSURANCE

18 Without limiting the COUNTY's right to obtain indemnification from
19 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full
20 force and effect, the following insurance policies or a program of self-insurance, including but not
21 limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the
22 term of the Agreement:

23 A. Commercial General Liability

24 Commercial General Liability Insurance with limits of not less than One
25 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
26 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require
27 specific coverages including completed operations, products liability, contractual liability,
28 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed

1 necessary because of the nature of this contract.

2 B. Automobile Liability

3 Comprehensive Automobile Liability Insurance with limits for bodily injury of
4 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred
5 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty
6 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred
7 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used
8 in connection with this Agreement.

9 C. Professional Liability

10 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,
11 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less
12 than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)
13 annual aggregate.

14 D. Worker's Compensation

15 A policy of Worker's Compensation insurance as may be required by the
16 California Labor Code.

17 CONTRACTOR shall obtain endorsements to the Commercial General Liability
18 insurance naming the County of Fresno, its officers, agents, and employees, individually and
19 collectively, as additional insured, but only insofar as the operations under this Agreement are
20 concerned. Such coverage for additional insured shall apply as primary insurance and any other
21 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
22 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
23 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
24 written notice given to COUNTY.

25 Within thirty (30) days from the date CONTRACTOR signs and executes this
26 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
27 above for all of the foregoing policies, as required herein, to the County of Fresno, (Kal
28 Chakravarthy, Fresno County Sheriff-Coroner's Office, Systems and Procedures Manager, 2200

1 Fresno Street, Fresno, CA. 93721), stating that such insurance coverage have been obtained and
2 are in full force; that the County of Fresno, its officers, agents and employees will not be
3 responsible for any premiums on the policies; that such Commercial General Liability insurance
4 names the County of Fresno, its officers, agents and employees, individually and collectively, as
5 additional insured, but only insofar as the operations under this Agreement are concerned; that
6 such coverage for additional insured shall apply as primary insurance and any other insurance, or
7 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only
8 and not contributing with insurance provided under CONTRACTOR's policies herein; and that this
9 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
10 written notice given to COUNTY.

11 In the event CONTRACTOR fails to keep in effect at all times insurance
12 coverage as herein provided, the COUNTY may, in addition to other remedies it may have,
13 suspend or terminate this Agreement upon the occurrence of such event.

14 All policies shall be with admitted insurers licensed to do business in the State
15 of California. Insurance purchased shall be purchased from companies possessing a current A.M.
16 Best, Inc. rating of A FSC VII or better.

17 21. DISCLOSURE OF SELF-DEALING TRANSACTIONS:

18 This provision is only applicable if the CONTRACTOR is operating as a
19 corporation (a for-profit or non-profit corporation) or if during the term of this Agreement, the
20 CONTRACTOR changes its status to operate as a corporation.

21 Members of CONTRACTOR's Board of Directors shall disclose any self-
22 dealing transactions that they are a party to while CONTRACTOR is providing goods or
23 performing services under this agreement. A self-dealing transaction shall mean a transaction to
24 which the CONTRACTOR is a party and in which one or more of its directors has a material
25 financial interest. Members of the Board of Directors shall disclose any self-dealing transactions
26 that they are a party to by completing and signing a *Self-Dealing Transaction Disclosure Form*
27 (Exhibit B) and submitting it to the COUNTY prior to commencing with the self-dealing transaction
28 or immediately thereafter.

1 22. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during
2 business hours, upon reasonable advance notice and without undue disruption of business, make
3 available to the COUNTY for examination all of its records and data with respect to the
4 documentation of billing of Equipment, Software, and Services.

5 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR
6 shall be subject to the examination and audit of the Auditor General for a period of three (3) years
7 after final payment under contract (Government Code Section 8546.7).

8 23. NOTICES: The persons and their addresses having authority to give and
9 receive notices under this Agreement include the following:

10 COUNTY
11 Kal Chakravarthy
12 Systems and Procedures Manager
13 County of Fresno on behalf of
14 Fresno County Sheriff-Coroner's Office
15 2200 Fresno Street
16 Fresno, CA. 93721

17 CONTRACTOR
18 General Counsel
19 Kronos, Inc.
20 297 Billerica Road
21 Chelmsford, MA 01824

22 Any and all notices between the COUNTY and the CONTRACTOR provided
23 for under this Agreement shall be in writing and shall be deemed duly served when personally
24 delivered to one of the parties, or in lieu of such personal services, when deposited in the United
25 States Mail, postage prepaid, addressed to such party.

26 24. GOVERNING LAW: The rights and obligations of the parties and all
27 interpretation and performance of this Agreement shall be governed in all respects by the laws
28 of the State of California.

1 25. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement
2 between the CONTRACTOR and COUNTY with respect to the subject matter hereof and
3 supersedes all previous Agreement negotiations, proposals, commitments, writings,
4 advertisements, publications, and understanding of any nature whatsoever unless expressly

1 included in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
2 the day and year first hereinabove written.

3
4 **CONTRACTOR**

5 _____
6 (Authorized Signature)

7 _____
8 John O'Brien, Vice President of Sales
Kronos Incorporated

9
10
11 Mailing Address:
12 297 Billerica Road
Chelmsford, MA. 01824

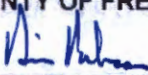
13 DATE: March 16, 2017

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21 **FOR ACCOUNTING USE ONLY:**

22 ORG No.: 3111-2425
23 Account No.: 7311
Requisition No.: 3111707225

24 FCMC 06/11
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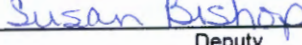
COUNTY OF FRESNO



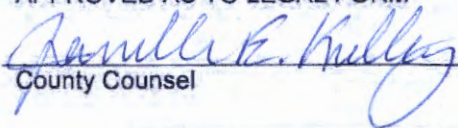
Brian Pacheco, Chairman, Board of Supervisors

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By 
Deputy

APPROVED AS TO LEGAL FORM



County Counsel

REVIEWED & RECOMMENDED FOR APPROVAL

By 

Margaret Mims, Sheriff-Coroner

APPROVED AS TO ACCOUNTING FORM



Oscar J. Garcia, CPA, Auditor-Controller/Treasurer-
Tax Collector

Exhibit A

Support Policies.

Policies | Software Services | Equipment Services

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://customer.kronos.com/support/status/index.htm>.

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:

1. Customer's improper use, management or supervision of the Software or other failure to use the Software in accordance with Kronos' specifications; or
2. Customer's repair, attempted repair or modification of the Software without prior authorization from Kronos; or
3. 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
4. Customer's end user computer or operating system malfunctions; or
5. Services required for application programs and/or conversions from products or software not supplied by Kronos; or
6. Reprogramming, including reconfiguration of the Software or the rebuilding of Customer's database.
7. 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
8. 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:

1. Configuration Changes, Reprogramming, New Programming such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Profiles, Dashboards 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:

- a. Data integration interfaces (i.e. Connect, Integration Manager, Analytics)
- b. Custom Reports
- c. Custom Application extensions

6. Editing Process Manager templates and creating new templates
7. Installing or reinstalling Applications such as, but not limited to,

- a. Adding a Workstation
- b. Moving the Application

8. Custom Reports or Custom Application Extensions
9. Implementation or configuration services related to upgrading product such as, but not limited to,

- a. Software implementation
- b. Porting custom software (i.e., reports)
- c. Change management
- d. Training
- e. New functionality deployment
- f. Application interfaces

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

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

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

- a. Reinstalling following a Hard Drive Crash
- b. Service Release

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

- a. Database scripts
- b. Writing or customizing database scripts for data reporting and/or retrieval
- c. Performance Tuning
- d. Sizing
- e. Disaster Recovery
- f. Database backup strategy and/or setup

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

- a. Test environments, i.e., application servers, database servers
- b. K-Demo

15. Troubleshooting Environmental Issues such as, but not limited to,

- a. Operating System
- b. Network Issues
- c. Firewalls
- d. Servers
- e. Workstations
- f. Single Sign On

16. Load balancing configuration

17. 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 Contact Us on the Customer Portal with your Support Center for the specific business hours of coverage at your location from your Support Services group.

Support Services groups:

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

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 customer portal.

Response Time

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

High	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).

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

[Policies](#) | [Software Services](#) | [Equipment Services](#)

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.

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 releases
- Customer forums
- 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 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 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, can be ordered on CD/DVD 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 releases) 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 releases 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.

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.

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.

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.

Policies | Software Services | Equipment Services

Equipment / Hardware Support 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:

- 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.

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

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

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 from the Australia and China Support Services groups.

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

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 Customer Portal 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 Customer portal at <https://customer.kronos.com>.

Register or log in to the Customer Portal. An email address and Kronos Solution ID are required to register for access to the customer portal.

Go to the Support page 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 customer portal. Please sign up for email alerts to get notified of the release of new service releases on the Kronos customer portal.

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 releases / firmware updates.*

1 **EXHIBIT "B"**

2
3 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

4 In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a
5 contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing
6 transactions that they are a party to while providing goods, performing services, or both for the County. A self-
dealing transaction is defined below:

7 *"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of*
8 *its directors has a material financial interest"*

9 The definition above will be utilized for purposes of completing this disclosure form.

10
11 **INSTRUCTIONS**

- 12 (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- 13 (2) Enter the board member's company/agency name and address.
- 14 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a
15 minimum, include a description of the following:
- 16 a. The name of the agency/company with which the corporation has the transaction; and
 - 17 b. The nature of the material financial interest in the Corporation's transaction that the board
18 member has.
- 19 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the
Corporations Code.
- 20 (5) Form must be signed by the board member that is involved in the self-dealing transaction described in
21 Sections (3) and (4).
- 22
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(1) Company Board Member Information:

Name:		Date:	
Job Title:			

(2) Company/Agency Name and Address:

--

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

--

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

--

(5) Authorized Signature

Signature:		Date:	
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Exhibit C

Order Form and Renewal Quote.

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Kronos Incorporated
287 Billerica Road
Chelmsford, MA 01824

16-FEB-2017
JOSH MIKOW
FRESNO COUNTY SHERIFF
Solution ID: 6104754

Subject: Kronos Support Services Quote for FRESNO COUNTY SHERIFF
Contract #: 1188960 R02-SEP-16

Dear JOSH,

The support services and benefits provided under your existing maintenance services terms are due to expire. In order to continue to receive support services and benefits for your Kronos products, you will need to renew the maintenance support for another year. Please review the attached quote so that we can ensure that the upcoming invoice we send to your Accounts Payable organization accurately reflects your Kronos investment. (Please be aware that per the terms of your agreement Kronos will send an invoice 60 days prior to the start of your contract.) **If the attached quote matches your records, please sign the quote and return a copy to me within 10 business days.**

If your organization requires a Purchase Order for payment, please forward me a copy at this time so I can make sure it is referenced on the invoice.

When the invoice is paid, your organization is acknowledging that they are renewing the maintenance support services for another year under the existing terms and conditions with Kronos. If the invoice is not paid, your support services for the products will be cancelled and Kronos will require you to sign a new support services contract, with applicable charges, in order to reactivate your service.

I encourage you to visit the Kronos Customer Portal at <http://customer.kronos.com> for access to SuperSearch, eCase management, Customer Forums, Product Documentation, Training tips and so much more! Experience the array of services Kronos offers.

Please contact me at the email address or telephone number provided below if you have any questions regarding your renewal.

Thank you for your business.

Regards,

Maureen Tracy
Contract Administrator

tel: 978-947-4782
fax: 978-947-2801
email: Maureen.Tracy@Kronos.com



Support Services Quote

Page 1 of 2

Payment Terms: Net 45 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: FRESNO COUNTY SHERIFF
Solution ID: 6104754
Contract #: 1188960 R02-SEP-16
Date: 05-MAR-2017
Prepared by: Maureen Tracy / US West7

Bill To: FRESNO COUNTY SHERIFF
2200 FRESNO ST
FRESNO CA 93721
UNITED STATES

Ship To: FRESNO COUNTY SHERIFF
2200 FRESNO ST
FRESNO CA 93721
UNITED STATES

Contact: JOSH MIKOW
Email: Josh.Mikow@fresnosheriff.org

CONTRACT SUMMARY

Contract Period: 01-JAN-2017 - 31-DEC-2017

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	\$38,094.55	\$0.00	\$38,094.55
Total	\$38,094.55	\$0.00	\$38,094.55

Annualized Contract Value: \$38,094.55

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

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.

FRESNO COUNTY SHERIFF

Signature: _____

Name: _____

Title: _____

Date: _____

KRONOS INCORPORATED

Signature: _____

Name: John O'Brien

Title: Sr. VP, Global Sales

Date: March 16, 2017

Payment Terms: Net 45 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: FRESNO COUNTY SHERIFF
Solution ID: 6104754
Contract #: 1188960 R02-SEP-16
Date:
Prepared by: Maureen Tracy / US West7

Bill To: FRESNO COUNTY SHERIFF
2200 FRESNO ST
FRESNO CA 93721
UNITED STATES

Ship To: FRESNO COUNTY SHERIFF
2200 FRESNO ST
FRESNO CA 93721
UNITED STATES

Contact: JOSH MIKOW
Email: Josh.Mikow@fresnosheriff.org

SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Platinum	WORKFORCE TELESTAFF CONTACT MANAGER V5	1,175	01-JAN-2017	31-DEC-2017	365
2	Platinum	WORKFORCE TELESTAFF ENTERPRISE V5	1,175	01-JAN-2017	31-DEC-2017	365
3	Platinum	WORKFORCE TELESTAFF GATEWAY MANAGER V5		01-JAN-2017	31-DEC-2017	365
4	Platinum	WORKFORCE TELESTAFF GLOBAL ACCESS V5	1,175	01-JAN-2017	31-DEC-2017	365

	Support Services	Estimated Tax	Subtotal
Software Support Services	\$38,094.55	\$0.00	\$38,094.55

ORDER FORM

Quote#: 547984 - 1
Expires: 01-MAY-2017
Sales Executive: Patzold, Celeste

Order Type: Upgrade US
Date: 06-MAR-2017
Page: 1/2

Bill To: FRESNO COUNTY SHERIFF
 2200 FRESNO ST
 FRESNO
 CA 93721
 United States

Ship To: Attn: JOSH MIKOW
 FRESNO COUNTY SHERIFF
 2200 FRESNO ST
 FRESNO
 CA 93721
 United States

Solution ID: 6104754

Contact: Josh Mikow
Email: Josh.Mikow@fresnosheriff.org
Ship To Phone: 1 559 600-8121

Payment Terms: N45
Currency: USD
Customer PO Number:

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

Order Notes:

Josh Mikow
 Josh.Mikow@fresnosheriff.org

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE TELESTAFF ENTERPRISE V5	50	
WORKFORCE TELESTAFF GLOBAL ACCESS V5	50	
WORKFORCE TELESTAFF CONTACT MANAGER V5	50	
Total Price		5,425.00

SUPPORT SERVICES

Item	Duration	Total Price
PLATINUM SUPPORT SERVICE	1 YR	1,356.25
Total Price		1,356.25

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

QUOTE SUMMARY

Description	Total Price
Subtotal	6,781.25
Deposit	0.00
Tax	0.00
Grand Total	6,781.25



Quote#: 547984 - 1

Page: 2/2

FRESNO COUNTY SHERIFF

Signature: _____

Name: _____

Title: _____

Effective Date: _____

Kronos Incorporated

Signature: _____

Name: John O'Brien

Title: Sr. VP, Global Sales

Effective Date: March 16, 2017

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.



Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824

phone +1 978 250 9800
fax +1 978 367 5900
url www.kronos.com

Josh,

Below please find an explanation of the 5 year cost for Workforce TeleStaff for Fresno County Sheriffs.

Cost Breakdown with Explanations

5 years of support on current system with 4 % uplift each year **\$206,332.37**. See spreadsheet below titled, "5 Year Cost for Support Services for Current TeleStaff Install Base".

- 300 TeleStaff licenses **\$32,550**. These numbers were obtained by multiplying the 50 licenses cost (as shown on order # 547984-1) by 6 to get to 300 total licenses.

- 5 years of support on 300 licenses with 4% uplift each year **\$44,075.31**, see calculation directly below.

- Year 1 support for 300 licenses: \$8,137.50
- Year 2 support for 300 licenses: $\$8,137.50 + 4\% (325.50) = \$8,463$
- Year 3 support for 300 licenses: $\$8,463 + 4\% (338.52) = \$8,801.52$
- Year 4 support for 300 licenses: $\$8,801.52 + 4\% (352.06) = \$9,153.58$
- Year 5 support for 300 licenses: $\$9,153.58 + 4\% (366.14) = \$9,519.71$

Total: \$44,075.31

- 50 hours of professional services @ \$215 per hour **\$10,750**

Total 5-year Cost: \$293,707.68



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5 Year Cost for Support Services for Current TeleStaff Install Base

Year	Service Item	Item Number	Item Description	License Count	Start Date	End Date	# of Days						Markup Percent	Price		
2017	PLAT-TELESTAFF	8604363-000	WORKFORCE TELESTAFF ENTERPRISE V5	1175	1/1/17	12/31/17	365						0.04	33845.09		
2017	PLAT-TELESTAFF	8604366-001	WORKFORCE TELESTAFF GATEWAY MANAGER V5		1/1/17	12/31/17	365							0.00		
2017	PLAT-TELESTAFF	8604368-000	WORKFORCE TELESTAFF CONTACT MANAGER V5	1175	1/1/17	12/31/17	365							0.00		
2017	PLAT-TELESTAFF	8604364-000	WORKFORCE TELESTAFF GLOBAL ACCESS V5	1175	1/1/17	12/31/17	365						0.04	4249.46	38094.35	
2018	PLAT-TELESTAFF	8604363-000	WORKFORCE TELESTAFF ENTERPRISE V5	1175	1/1/18	12/31/18	365						0.04	35198.89		
2018	PLAT-TELESTAFF	8604366-001	WORKFORCE TELESTAFF GATEWAY MANAGER V5		1/1/18	12/31/18	365							0.00		
2018	PLAT-TELESTAFF	8604368-000	WORKFORCE TELESTAFF CONTACT MANAGER V5	1175	1/1/18	12/31/18	365							0.00		
2018	PLAT-TELESTAFF	8604364-000	WORKFORCE TELESTAFF GLOBAL ACCESS V5	1175	1/1/18	12/31/18	365						0.04	4419.44	39618.33	
2019	PLAT-TELESTAFF	8604363-000	WORKFORCE TELESTAFF ENTERPRISE V5	1175	1/1/19	12/31/19	365						0.04	36606.85		
2019	PLAT-TELESTAFF	8604366-001	WORKFORCE TELESTAFF GATEWAY MANAGER V5		1/1/19	12/31/19	365							0.00		
2019	PLAT-TELESTAFF	8604368-000	WORKFORCE TELESTAFF CONTACT MANAGER V5	1175	1/1/19	12/31/19	365							0.00		
2019	PLAT-TELESTAFF	8604364-000	WORKFORCE TELESTAFF GLOBAL ACCESS V5	1175	1/1/19	12/31/19	365						0.04	4586.22	41209.87	
2020	PLAT-TELESTAFF	8604363-000	WORKFORCE TELESTAFF ENTERPRISE V5	1175	1/1/20	12/31/20	365						0.04	38071.12		
2020	PLAT-TELESTAFF	8604366-001	WORKFORCE TELESTAFF GATEWAY MANAGER V5		1/1/20	12/31/20	365							0.00		
2020	PLAT-TELESTAFF	8604368-000	WORKFORCE TELESTAFF CONTACT MANAGER V5	1175	1/1/20	12/31/20	365							0.00		
2020	PLAT-TELESTAFF	8604364-000	WORKFORCE TELESTAFF GLOBAL ACCESS V5	1175	1/1/20	12/31/20	365						0.04	4780.87	42851.19	
2021	PLAT-TELESTAFF	8604363-000	WORKFORCE TELESTAFF ENTERPRISE V5	1175	1/1/21	12/31/21	365						0.04	39583.96		
2021	PLAT-TELESTAFF	8604366-001	WORKFORCE TELESTAFF GATEWAY MANAGER V5		1/1/21	12/31/21	365							0.00		
2021	PLAT-TELESTAFF	8604368-000	WORKFORCE TELESTAFF CONTACT MANAGER V5	1175	1/1/21	12/31/21	365							0.00		
2021	PLAT-TELESTAFF	8604364-000	WORKFORCE TELESTAFF GLOBAL ACCESS V5	1175	1/1/21	12/31/21	365						0.04	4971.27	44565.23	
5 Year Estimate not including any new purchases															206382.37	