

APPENDIX C

Professional and 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 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, 8:00 AM – 5:00 PM, Monday through Friday.
8. All Professional Services work scheduled to start outside of normal business hours will be billed in full at a premium rate described below. For work to be performed After Hours, on Holidays, or on Weekends, an approved Change Order will be required prior to scheduling (see Change Order Process below). Customers will be charged as follows:
 - a. All Professional Services will be scheduled at a minimum of four (4) hours and billed in one (1) hour increments thereafter.
 - b. After Hours
 - i. All scheduled work will be billed at 1.5 times the current contract rate by role.
 - ii. After Hours are 5:00 PM – 8:00 AM, Monday through Thursday.
 - c. Weekend
 - i. All scheduled work will be billed at 2.0 times the current contract rate by role.
 - ii. Weekend is 5:00 PM Friday– 8:00 AM Monday.
 - d. Holiday
 - i. All scheduled work will be billed at 2.0 times the current contract rate by role.
 - ii. Holiday is recognized Kronos Holiday (see below).
 - e. Onsite Support requiring Travel:
 - i. All travel time (portal to portal) will be billed at the current contract rate by role.

- ii. Expense reimbursement is pursuant to the agreement covering such Professional Services between the customer and Kronos.
9. Kronos requires notification for the cancellation or rescheduling of Kronos personnel. Customer will be charged for failure to meet the following notification requirements, unless cancellation or rescheduling are due to Force Majeure events (i.e., Acts of God) or any other unforeseen circumstances as mutually deemed acceptable to include but not limited to visits by The Joint Commission and the U.S. Department of Justice:
- a. 2 business days prior to scheduled work — 50% of planned charges are invoiced for scheduled work.
 - b. 1 business day prior to scheduled work — 100% of planned charges are invoiced for scheduled work.
 - c. Business days are Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays.

Here is an example:

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

o Customer cancels on:

-Friday — no penalty

-Monday — 50% of planned charges are invoiced (2 hours)

-Tuesday — 100% of planned charges are invoiced (4 hours)

Here is a holiday example:

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

o Customer cancels on:

-Thursday — no penalty

-Friday — 50% of planned charges are invoiced (2 hours)

-Monday— holiday; doesn't count as "business day"

-Tuesday — 100% of planned charges are invoiced (4 hours)

Kronos Professional Services recognizes the following holidays:

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

Change Order Process:

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

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:
 - a. For any PUBLIC course held in the traditional classroom or in the virtual classroom:

Attendees must cancel at least five (5) business days before the scheduled start date for public courses held in a Kronos Traditional Classroom (KTC) and two (2) business days before the scheduled state for public courses held in a Kronos Virtual Classroom (KVC) to avoid cancellation fees, (equal to the cost of the course) unless cancellation or rescheduling are due to Force Majeure events (i.e., Acts of God) or any other unforeseen circumstances as mutually deemed acceptable to include but not limited to visits by The Joint Commission, the U.S. Department of Justice and Departmental travel restrictions . Student substitutions can be made at any time as long as student knowledge level is equal to course level requirements.

- b. For any PRIVATE course held at a customer site, in the traditional classroom, or in the virtual classroom:
Attendees must cancel at least ten (10) business days before the class start date to avoid cancellation fees (equal to the cost of the course), unless cancellation or rescheduling are due to Force Majeure events (i.e., Acts of God) or any other unforeseen circumstances as mutually deemed acceptable to include but not limited to visits by The Joint Commission, the U.S. Department of Justice and Departmental travel restrictions. Student substitutions can be made at any time as long as student knowledge level is equal to course level requirements.
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. As set forth on a mutually agreed upon Order Form, Customer agrees to purchase the quantity of Kronos "training points" indicated on the Order Form at the rate quoted (the "Training Points"). Purchased Training Points may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Available instructor-led sessions are listed at <http://customer.Kronos.com> and each session has the Training Points value indicated. Training Points that are on an Order Form will be sold on a Bill-As-You-Go basis (BAYG). At its discretion, Customer may select the training session(s) it desires to attend and register for such sessions using the appropriate quantity of Training Points for such session(s). The Training Points may be redeemed at any time within 12 months of the date of the applicable Order Form, at which time they shall expire. Expiration of Training Points under this clause will not result in any payments due to Kronos – the expiration will remove the Training Points from the Customer's available balance so that no future registrations can occur using these Training Points. Training Points may not be exchanged for other Kronos products and/or services. Kronos shall invoice Customer for the Training Points identified in the Order Form only upon registration and completion of the specified session, with payment due upon the payment terms indicated on the procuring facilities' purchase order as mutually agreed upon between the parties.
5. All training course delivery scheduled to start outside of normal business hours will be billed in full at a premium rate described below. Customers will be charged as follows:
- a. After Hours
- There will be a 1.5 times premium in either per student public or per class private day rates.
- After Hours are 5:00 PM – 8:00 AM, Monday through Thursday.
- b. Weekend
- There will be a 2.0 times premium in either per student public or per class private day rates.
- Weekend is 5:00 PM Friday – 8:00 AM Monday.

c. Holiday

There will be a 2.0 times premium in either per student public or per class private day rates.

Holiday is recognized Kronos Holiday (see below).

d. Onsite Support requiring Travel:

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

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

Travel

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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.) utilizing the service accounts provided by the Contracting Agency.
2. In instances where Kronos personnel are working remotely access will be granted through the use of industry standard tools approved by Contracting Agency Infrastructure providers (e.g., VITA/Northrop Grumman). Contracting Agency acknowledges that Kronos shall not be responsible for any delays cause by any requirements of its Infrastructure provider and or delays caused by its approval requirements.
3. Customer agrees not to actively pursue for employment 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.