

CONTRACT AMENDMENT # 1  
Sealed Bid # 18-6390  
Contract #18221

Date of Amendment: November 26, 2019

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

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

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


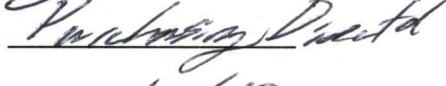
**Additional Terms and Conditions as per Appendix A-1, Product Offerings and Modifications to Pricing as per the updated Appendix B**

This amendment serves as confirmation that Cobb County Government has approved the addition of terms and conditions and product offerings per the attached list. This amendment further approves modifications to pricing per the attached list. This amendment will cover the period November 26, 2019 through March 17, 2022.

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

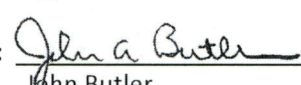
**OWNER**

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

Signed:   
Title:   
Date: 12/14/19

**CONTRACTOR**

Kronos SaaShr, Inc.  
3040 Route 22 West, Suite 200  
Branchburg, NJ 08876

Signed:   
Title: Chief Financial Officer  
Date: 12/16/2019

**Kronos SaaS Inc Additional Kronos Terms and Conditions for Participating Public Entities  
Appendix A-1**

**The following additional terms shall apply from the effective date of this Amendment:**

1. **SECTION B: The parties hereby agree that the following provisions shall be added to Section B:**

**4.6 Benefits Center.** If Customer has purchased the Benefits Center offering as indicated on an Order Form, the terms and conditions located at <https://www.kronos.com/benefits-center-terms-and-conditions> will apply. The Benefits Center offering is only available within the United States.

**9.3 Equipment with Finger Scan Sensor Technology.** The following terms apply only to any Equipment with finger scan sensor technology purchased by Customer from Kronos or a Kronos reseller (“Finger Scan Equipment”):

(a) To the extent that any biometric privacy laws may apply to Customer’s use of the Finger Scan Equipment, Customer warrants that they will comply with any such laws prior to commencing use of the Finger Scan Equipment and will remain in compliance at all times. Customer further warrants that, if required by law, prior to such use it will (i) obtain signed releases from employees consenting to the use of the Finger Scan Equipment for employee timekeeping purposes and (ii) issue policies made available to their employees and the public regarding its retention and destruction of the Finger Scan data. Customer further warrants that it will ensure that any releases, consents, or policies, as required by applicable law, will by their terms expressly apply to Kronos and its authorized subcontractors.

(b) Customer agrees that it shall be liable and responsible for any claims, damages, penalties or fines asserted or awarded against a Kronos, its employees, directors, parent, subsidiaries and authorized partners and subcontractors arising out of or relating to Customer’s breach of any of the foregoing warranties in section 9.3(a) above. Customer shall assume sole control of the defense and settlement of such claim; provided that (i) Kronos will be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim, on a monitoring and a non-controlling basis; (ii) Customer shall not settle any claim on any terms or in any manner that adversely affects the rights of Kronos without its prior written consent; and (iii) Kronos will provide reasonable cooperation and assistance at Customer’s sole cost and expense.

**12.4 Privacy:** Kronos will notify Customer in accordance with applicable laws upon becoming aware of an unauthorized access of Customer Content. Customer agrees that Kronos may use sub-processors to fulfill its contractual obligations under the Agreement. The list of sub-processors that are engaged by Kronos to carry out processing activities on Customer Content on behalf of Customer can be found at: <https://www.kronos.com/products/workforce-ready/subprocessors>

2. **SECTION C: The parties hereby agree that the following provisions shall be added to Section C as Additional Payroll Services:**

**Kronos SmartCheck** – means the Payroll Services with the issuing of employee payroll checks from Kronos Payroll Services Accounts. This service is only available if Kronos Payroll Services with Kronos SmartCheck appears on Customer’s Order Form. If Customer uses Kronos Payroll Services Accounts for distribution of funds via check, any stale dated checks will be voided and the funds returned to the Customer. The Customer is responsible for complying with all applicable unclaimed property reporting requirements. Customers electing this service must ensure that checks are not distributed to employees for payment prior to the Check Date. All checks issued on a Payroll Services Account must be printed by Kronos for distribution.

**New Hire Reporting** – means the electronic filing of new hire reports based on applicable state reporting requirements. Customer will be required to register for Multiple State reporting if required to file in more than one State and to maintain the registration as may be required. Kronos will only report new hires to States that will accept electronic filing.