



Sales Kick-Off 2021 Partner Prospectus

Sales Kick-Off 2021 is going virtual! This year's event is unique in that you will be able to connect with the newly combined Kronos and Ultimate sales teams as UKG™ (Ultimate Kronos Group) — all without leaving your office.

Partner Benefits

- Align your organization with this high-profile event
- Demonstrate thought leadership and enhance your brand image
- Network and foster relationships with sales
- Reach a large, qualified audience of our salespeople without leaving your office
- Appear at our Expo on Thursday, October 15, that includes dedicated Exhibit Hall time on the attendee agenda
- Efficiently capture attendee metrics with actionable data you'll receive as attendees visit your virtual booth, download white papers and collateral, and participate in live chats with your booth experts

Exhibit Hall Hours

| U.S. and Canada | EMEA |
|--|---|
| Thursday, October 15 | Thursday, October 15 |
| Dedicated Hours | Dedicated Hours |
| 10:30 a.m. – 11:00 a.m. EST 1:45 p.m. – 5:30 p.m. EST | 11:30 a.m. – 12:00 p.m. (CE Time) 10:30 a.m. – 11:00 a.m. (UK Time) 5:30 a.m. – 6:00 a.m. (EST) 3:45 p.m. – 4:45 p.m. (CE Time) 2:45 p.m. – 3:45 p.m. (UK Time) 9:45 a.m. – 10:45 a.m. (EST) |

| | Package #1 | Package #2 |
|---|----------------|----------------|
| Virtual Exhibit Booth | ✓ | ✓ |
| Booth Design Style | Customized | Customized |
| Booth Staff Registrations | 10 | 8 |
| In-Booth Group Chat | ✓ | ✓ |
| In-Booth 1:1 Chat | ✓ | ✓ |
| Optional In-Booth Prize Giveaway | ✓ | ✓ |
| Post-Event Metrics | ✓ | ✓ |
| Your Logo Listed in the Exhibit Hall | ✓ | ✓ |
| In-Booth Survey | ✓ | ✓ |
| Gamification | ✓ | ✓ |
| In-Booth Content (# of pieces included) | 10 | 10 |
| Acknowledgement During General Session (Visible on a slide prior to event start with logo) | ✓ | |
| Recognition on One Attendee Email | ✓ | |
| Scrolling Marquee Message in the Lobby (One day; directing attendees to your booth in the Exhibit Hall) | ✓ | |
| Pop-Up Notification (Limited to 4) | ✓ | |
| Rotating Ad in the Lobby: Your logo will be displayed within the virtual lobby and will link to your exhibitor booth (limited to 6) Specs: Logo ONLY. 200 x 160 px, jpg or png file, 1MB. Due Date: October 2, 2020. | ✓ | |
| Total Cost | \$2,000 | \$1,000 |

Descriptions

Virtual Exhibit Booth: Each Exhibitor package includes a virtual booth for promoting your product and sales materials and engaging through chat with attendees.

Booth Design Style: There will be three different styles of booths available in the virtual platform.

Booth Staff Registrations: The number of booth administrators included to help you staff your booth.

In-Booth Group Chat: Event attendees can participate in real-time group chat within your booth during Exhibit Hall hours.

In-Booth 1:1 Chat: Event attendees can request a private one-on-one chat with your booth staff during the conference.

Optional In-Booth Prize Giveaway: You have the opportunity to raffle off a prize of your choosing within your booth. All prizes and shipping costs are to be coordinated by the sponsor.

Post-Event Metrics: You will receive a full list of all participants who visited your booth and downloaded assets as well as a record of all booth chats.

Your Logo Listed in the Exhibit Hall: Brand exposure. Company logo listed in the Exhibit Hall.

In-Booth Survey: You have the opportunity to include an attendee survey within your booth.

Gamification: Attendees will earn points for visiting booths and completing various tasks that can be used to win some great prizes.

In-Booth Content: The opportunity to post downloadable content, including videos, for attendees to view within your booth.

Acknowledgement During General Session: Your logo will be visible on-screen during the General Session when sponsors are thanked for their support.

Recognition on One Attendee Email: Mention in one email blast, including logos.

Scrolling Marquee Message in the Lobby: A scrolling message for one day, directing attendees to your booth in the Exhibit Hall.

Pop-Up Notification: Create a customized message that will push to all event attendees through the virtual dashboard inviting attendees to visit your booth (limited to 4).

Rotating Ad in the Lobby: Your logo will be displayed within the virtual lobby and will link to your exhibitor booth (limited to 6)

Kronos Sales Kick-Off 2021 Exhibitor and Sponsor Terms and Conditions

1. Exhibit Space Assignments. All exhibit assignments for Sales Kick-Off 2021 (the Event) will be made at the sole discretion of Kronos Incorporated (Owner). Space assignments will not be made without appropriate payment.
2. Terms of Payment. Applications for exhibit space must be accompanied by appropriate payment. Owner reserves the right to deny exhibit space to exhibitors with overdue account balances with Owner. Cancellation of booth space and/or sponsorship must be submitted in writing to Owner and may be subject to applicable charges. Notice of cancellation received after Friday, September 11, 2020, or no-shows are subject to full payment.
3. Insurance. During the Event all exhibitors are required to carry applicable general liability insurance, cyber liability insurance, each with minimum limits of \$1,000,000 per occurrence and in the aggregate, and any other insurance required by applicable law. The exhibitor agrees and understands that Owner does not maintain insurance covering the exhibitor and that it is the sole responsibility of the exhibitor to obtain all required insurance coverage. Exhibitor will provide Owner with evidence of such insurance coverage upon request.
4. Data Protection. Each party represents, warrants, and covenants that, to the extent it discloses or processes any personal data in connection with or for purposes of, the Event, it will do so in accordance with all applicable laws including, without limitation, the General Data Protection Regulation 2016/679 and the UK Data Protection Act 2018 and the California Consumer Privacy Act. The parties agree to the terms and conditions of the attached Data Protection Addendum, which is incorporated herein by this reference.
5. Liability disclaimer. The Event platform is provided for use by exhibitor and sponsor AS IS and AS AVAILABLE without warranties of any kind, either express or implies, including implied warranties of MERCHANTABILITY of FITNESS FOR A PARTICULAR PURPOSE. Owner does not control, endorse or take responsibility for any content made available on or linked to the platform or the actions of any exhibitor, sponsor or other third party or user, including Event attendees. Owner does not represent or warrant that the platform is free from viruses or other harmful components.
6. Indemnity. Each exhibitor and sponsor assumes the entire and exclusive liability for losses, damages, and/or claims arising out of injury to persons, loss of or damage to tangible and intangible property, and/or with respect to any other matter that arise during, in connection with, or pursuant to its attendance at the Event as an exhibitor, sponsor or otherwise. Each exhibitor and sponsor agrees to indemnify, defend, and hold harmless Owner, including its, directors, officers, employees, and agents against all claims, expenses, losses, penalties, and damages of any kind or nature, including reasonable attorney's fees and costs, arising out of or related to the its participation in the Event, excluding those adjudged to have arisen solely from the gross negligence or willful misconduct of Owner.
7. Cancellation. If Owner should be prevented from holding the Event for any reason beyond its control (including, but not limited to, acts of God, internet outage, strikes, lock outs, riots, acts of war, epidemics, fire, or earthquakes), then Owner may cancel the Event or any part thereof with no further liability to the exhibitor other than a refund of exhibit and/or sponsorship fees actually paid to Owner. Owner reserves the right in its sole and absolute discretion to terminate an exhibitor or sponsor's participation at sales kick-off at any time and for any reason, and to block or take down any content of any Exhibitor or Sponsor that Owner deems unlawful or otherwise inappropriate. Owner's sole liability and exhibitor or sponsor's exclusive remedy for such cancellation shall be a refund of the fees actually paid to Owner by exhibitor or sponsor for its participation at or sponsorship of sales kick-off prior to the date of such cancellation; provided such cancellation was not due to exhibitor or sponsor's breach of this agreement
8. Installation. Event hours and dates are those specified by Owner. Virtual booths must be staffed during exhibitor hours. Unmanning or closing a virtual exhibitor booth prior to the close of the Event is prohibited.
9. Compliance. Each exhibitor agrees to comply with all applicable federal, state, and local laws and ordinances and with such rules and regulations in its performance under this Agreement.
10. Confidentiality. Exhibitor acknowledges Owner's proprietary interest in and title to all information of a nonpublic nature provided by Owner to the exhibitor, including but not limited to information concerning Owner's and/or its subsidiaries' and affiliates' operations, their employees, contractors, agents, and customers in any form (whether tangible or intangible) and including as documentation, training materials, customer and prospect information, marketing materials and strategies, surveys, data, drawings, designs, procedures, trades secrets, know-how, process, or other similar information. Exhibitor must keep all such information strictly confidential, use it only for the reason for which it was provided, and not disclose, transfer, or otherwise make available the confidential information to any third party for any reason. In no event may the exhibitor sell, transfer, or otherwise release the names of Event attendees or any of their information or data received directly or indirectly during the Event, to any third party unless expressly approved by such attendee.

IN NO EVENT AND UNDER NO THEORY OF LIABILITY, INCLUDING CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WILL OWNER BE LIABLE TO EXHIBITOR OR SPONSOR FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATING TO EXHIBITOR'S OR SPONSOR'S PARTICIPATION IN THE EVENT. PARTICIPATION IN THE EVENT IS AT EXHIBITOR OR SPONSOR'S OWN DISCRETION AND RISK. OWNER LIABILITY FOR DIRECT DAMAGES IS LIMITED TO THE GREATER OF \$100 OR THE AMOUNT OF THE SPONSORSHIP FEES PAID BY SPONSOR, AS APPLICABLE.

11. Exhibitor Events. Exhibitors are not allowed to plan any activities that would conflict with the Event program during the Event hours, but Exhibitors may schedule their activities during the Event off hours. This includes Sales Kick-Off activities occurring between Tuesday, October 13, at 8:00 a.m. ET through Wednesday, October 14, at 5:00 p.m. ET. For the purpose of this Event, a conflicting activity is defined as any activity that provides for any assembly of over 10 Event attendees in one virtual location. Any violation of this condition shall be a material breach by Exhibitor, and Owner reserves the right to terminate any exhibitor agreement following a breach or threatened breach of this provision.
12. Gifts, Contests, Raffles, Etc. Any exhibitor-sponsored drawings may take place only on Thursday, October 15, after 5:00 p.m. ET. Exhibitor must make it clear in its drawing collateral and rules that Owner is not a sponsor of or in any way affiliated with the drawing. Owner reserves the right to prohibit, limit, or discontinue the distribution of any gift, giveaways, hospitality suite, or similar promotions. Contests, raffles, and drawings often involve compliance with federal, state and local laws or regulations. Any such activities will be subject to the prior written approval of Owner and, by submitting any such request to Owner, the exhibitor expressly agrees that even if such approval is given, the exhibitor accepts complete responsibility for any such activity (including compliance with all applicable laws and regulations), and agrees to defend, indemnify and hold harmless Owner and its officers, directors, and employees for loss, damage, or injury arising in connection therewith.
13. Release. Exhibitor/Sponsor consents to and authorizes the use, reproduction, and public release by Owner of any and all pictorial, video, and/or sound recordings gathered in relation to the Event. All such pictorial and/or sound recordings are considered the property of Owner, solely and completely, and the exhibitor hereby waives all rights of any kind with respect to such materials.
14. In conjunction with Sales Kick-Off Owner is requiring exhibitor and sponsor's authorization to disclose certain fields of your personal data (e.g., name, email, phone number) to both Owner and third parties engaged by Owner as necessary to organize, manage, and deliver the Event. Exhibitor and sponsor hereby represent that they have obtained all necessary consents to transmit such personal data to Owner for such purposes and consent to Owner's use of such personal data to fulfill its contractual obligations regarding the registration process and the Event in general. Exhibitor and sponsor also consent to Owner's use of data collected in the Event registration process to personalize communications with exhibitor and sponsor.
15. Miscellaneous. This agreement reflects the entire agreement between the parties and supersedes any prior agreements or understandings between them related to the subject matter hereof. This agreement is governed by Massachusetts law, and the parties agree to the exclusive jurisdiction of the Massachusetts courts.

*Do you certify that you are authorized to sign on behalf of the exhibitor and/or sponsor and agree on its behalf to all terms and conditions set forth above in the terms and conditions.

Please Select (Yes, I agree)

Data Protection Addendum

This Addendum supplements the terms of the Kronos Sales Kick-Off 2021 Sponsor and Exhibitor Terms and Conditions (the "Main Agreement") between Sponsor/Exhibitor (referred to herein as "Participant") and Kronos Incorporated (collectively with its affiliates and subsidiaries worldwide, "Kronos").

Participant and Kronos agree as follows:

1. For purposes of this Addendum:
 - a. **"Personal Data"** means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that individual.
 - b. **"Process"** and **"Processing"** mean any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, creating, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
 - c. **"Data Protection Law"** means the EU's General Data Protection Regulation ("GDPR") or other EU Member State laws and all other applicable laws, regulations and enforceable legal decisions or requirements imposed by any country, state, region or locality with respect to Personal Data provided to Participant by Kronos.
2. This Addendum applies to the Personal Data that Participant receives from Kronos (in Kronos' role as a data controller as defined by Data Protection Law), or otherwise Processes for or on behalf of Kronos, in connection with the Main Agreement.
3. By way of background, but without limiting the scope of this Addendum, the Main Agreement involves and describes the following:
 - a. The subject matter, nature and purpose of Participant's Processing, including Kronos' initial instructions for Processing.
 - b. The anticipated duration of Processing, which is the term of the Main Agreement.
 - c. The categories of Personal Data subject to Processing under the Main Agreement.
 - d. The categories of data subjects (i.e., the individuals to whom the Personal Data relate).
4. The provisions of this Addendum survive the termination or expiration of the Main Agreement for so long as Participant or its direct or indirect subcontractors have custody, control or possession of the Personal Data.
5. Participant will use and disclose the Personal Data only as reasonably necessary to lawfully provide the specific products/services procured by Kronos under the Main Agreement and only as consistent with Kronos' instructions for Processing or as required by applicable law.
6. Within the scope of this Addendum, Kronos shall be solely responsible for compliance with the lawfulness of disclosing Personal Data to Participant and the lawfulness of having Personal Data processed on behalf of Kronos.
General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR")
7. Participant (in its role as data processor as defined by Data Protection Law) will comply with the requirements below with respect to the Personal Data that is subject to the GDPR at its own expense and shall do so no later than May 25, 2018 (without prejudice to Participant's obligations under any other legal requirement or contractual provision that may require earlier compliance with any such requirement).
8. Participant will Process the Personal Data only on documented instructions from Kronos, including with regard to transfers of Personal Data, unless required to do so by European Union or member state law to which Participant is subject (in such a case, Participant shall inform Kronos in writing of that legal requirement before Processing).
9. Participant shall immediately inform Kronos if, in Participant's opinion, an instruction from Kronos infringes the GDPR or other European Union or member state data protection provisions.
10. Participant will ensure that persons it authorizes to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
11. Participant will comply with the GDPR data security requirements and shall implement appropriate technical and organizational measures to i) ensure a level of security appropriate to the level of risk for data breach of the Personal Data that it is Processing and, ii) ensure the ongoing confidentiality, integrity, availability and resilience of its Processing systems. In the event of a data breach, Participant shall implement the measures necessary for securing Personal Data and for mitigating potential negative consequences for data subjects.
12. Participant will comply with the GDPR requirements for using subcontractors ("Subprocessors") and will notify Kronos in writing in advance of using any Subprocessors to Process Personal Data. Participant shall not make any transfer of Personal Data to a Subprocessor that is prohibited by the requirements of GDPR in the absence of the prior execution of the EU Standard Contractual Clauses with that Subprocessor and Kronos. Participant shall be responsible for ensuring its subprocessors' full compliance with the terms and conditions of this addendum.
13. Taking into account the nature of the Processing, Participant will reasonably assist Kronos, by appropriate technical and organizational measures for the fulfillment of Kronos' obligation to respond to requests by individuals for exercising their rights under the GDPR (such as rights to access their Personal Data).
14. Participant will notify Kronos of any data breach or suspected data breach impacting the Personal Data without undue delay and will provide reasonable assistance to Kronos in ensuring compliance with the security and breach notification obligations of the GDPR,

- as relevant to Participant's role in Processing the Personal Data, taking into account the nature of Processing and the information available to Participant.
15. Participant will provide reasonable assistance to and cooperation with Kronos for Kronos' performance of a data protection impact assessment of the Processing or proposed Processing of the Personal Data involving Participant.
 16. Participant will provide reasonable assistance to and cooperation with Kronos for Kronos' consultation with supervisory authorities in relation to the Processing or proposed Processing of the Personal Data involving Participant.
 17. Participant will, at the choice of Kronos, return to Kronos and/or securely destroy all Personal Data upon the end of the provision of services relating to Processing except to the extent that European Union, member state law or other applicable law requires storage of the Personal Data, and in the case of destruction, promptly certify same to Kronos in writing
 18. Participant will make readily available to Kronos all information reasonably necessary to demonstrate compliance with this Addendum and GDPR and will allow for and contribute to reasonable audits, including inspections, conducted by Kronos or another auditor mandated by Kronos.
 19. Participant will make readily available to Kronos all information reasonably necessary for Kronos to comply with Kronos' recordkeeping obligations under the GDPR with respect to Participant's Processing of the Personal Data, taking into account the nature of Processing and the information available to Participant.
 20. Where a data subject asserts any claims against Kronos in accordance with Article 82 of the GDPR, Participant shall support Kronos in defending against such claims, where possible. Kronos and Participant shall be liable to data subjects in accordance with that Article.
 21. Once the GDPR takes effect in the European Economic Area jurisdictions that are outside the European Union (currently Iceland, Liechtenstein and Norway), references in this Addendum to the European Union and its member states shall be deemed amended to include such jurisdictions, consistent with their adoption of the GDPR. Either party upon thirty (30) days written notice may propose changes to this Addendum that are required by changes to GDPR. The other party's agreement to such changes shall not be unreasonably withheld.

Additional Laws

22. Participant acknowledges that it will provide at least the same level of protection for the Personal Data as is required under the EU-U.S. and Swiss-U.S. Privacy Shield programs, though this Addendum does not require Participant to join such programs. Kronos may provide this Addendum and a copy of the relevant privacy provisions of the Main Agreement to the U.S. Department of Commerce upon its request.
23. Participant shall comply with all other Data Privacy Laws applicable to Participant's products and services provided to Kronos under the Main Agreement.



Our purpose is people