

**KRONOS ADDENDUM
WORKFORCE TELESTAFF IVR SERVICE
(Licensed or User Based)**

This is an Addendum to the Kronos Sales, Software License and Services Agreement between Kronos and Customer dated December 11, 2012 (the "Agreement") between MANHATTAN BEACH FIRE DEPARTMENT ("Customer") and Kronos.

The parties hereby agree that the following terms and conditions are supplemental terms and conditions to the Agreement and are applicable to the Workforce Telestaff IVR offering ("Telestaff IVR"), a subscription service Kronos is authorized to resell. Telestaff IVR can be ordered either on a licensed basis with Port (in which case Telestaff IVR is only available with a perpetual license to Workforce Telestaff and is not hosted by Kronos) ("Workforce Telestaff IVR License Per Port") or on a per minute basis ("Workforce Telestaff IVR Service"). The applicable designation for Telestaff IVR will be indicated on the applicable Order Form.

1. **Description.** Telestaff IVR is an Interactive Voice Response (IVR) solution, provided solely for Customer's internal use, by which Customer may initiate phone calls to staff members to fill vacancies or receive notifications of work opportunities for employees who are licensed to use the Kronos Workforce TeleStaff® product. Each exchanged message (notice, response, confirmation, denial) shall be considered an "Interaction."
2. **Maintenance.** Telestaff IVR maintenance will entitle Customer to Telestaff IVR phone support and software updates and shall commence upon the execution of the Order Form. For Workforce Telestaff IVR Service, maintenance will be provided at the same level of support as Customer's Workforce TeleStaff product at no additional charge. For Workforce Telestaff IVR License Per Port, if Customer wants maintenance for the Workforce Telestaff IVR License Per Port, Customer must purchase maintenance for both Workforce TeleStaff and Workforce Telestaff IVR License Per Port, and maintenance for Workforce Telestaff IVR License Per Port will be charged at the same level of support as Workforce TeleStaff (i.e., Gold or Platinum).
3. **Implementation.** To initiate and setup administration of the required communications, Kronos will perform the standard implementation of Telestaff IVR, including configuration, as described in the Professional Services Work Order ("Work Order") signed by the Customer. Any additional professional services for non-standard implementation services will be provided at mutually agreed upon rates subject to a separate Order Form or a separate statement of work mutually agreed upon by both parties.
4. **Payment.** Kronos will invoice Customer for the Telestaff IVR implementation/configuration professional services fees set forth in the applicable Work Order and Order Form, pursuant to the Agreement and on the payment terms set forth therein. Kronos will invoice Customer as follows: (i) for the license fees and annual maintenance associated with the Workforce Telestaff IVR License Per Port, upon execution of the Order Form; or (ii) each month in arrears for the Workforce Telestaff IVR Service usage fees for the total actual number of metered minutes used each month (the "Minute Usage Fee") at a rate of \$0.13 per minute, subject to Section 7 below. Customer's right to begin using the service shall begin upon activation of the service after implementation/configuration.

Unless otherwise indicated on the Order Form, Customer will pay invoices issued by Kronos hereunder within thirty (30) days of receipt.

5. **Restrictions on Telestaff IVR Services; Additional Responsibilities.** Customer agrees that Telestaff IVR has not been designed for, and may not be used as, a means to connect with 911 or E911 emergency services. Kronos shall have no liability for any delays, failures or unavailability of Telestaff IVR due to transmission or other delays, errors or problems beyond Kronos' control, or any other interruptions caused by the mobile communications network and/or mobile devices. Use of Telestaff IVR is subject to the software license terms set forth in the Agreement as well as the provider's Acceptable Use Policy found at: <http://voxeo.com/aup> and Customer agrees that it shall be liable for all loss, damage or injury that may

result from Customer's failure to abide by such Policy. Customer acknowledges that communications occurring through Telestaff IVR may be subject to standard mobile carrier policies or government regulatory requirements for mobile communications.

6. **Telestaff IVR Security.** The Telestaff IVR service relies upon a third party hosted communication platform. Accordingly, notwithstanding any other provision of the Agreement or this Addendum to the contrary, Customer understands and acknowledges that the exclusive statement of the security protections provided for i) Interactions by Customer and its employees through Telestaff IVR, and ii) all associated data, is part of the provider's privacy policy which is subject to change with prior written notice. The current security statement is as follows:

Security of Your Personal Information

Kronos' provider takes appropriate technical, physical and administrative steps to protect the security of your information. Access to your personal information is limited only to those employees, contractors or authorized agents of Kronos and its provider who have authorization to access your personal information and such access is limited to the extent such information is needed to fulfill the task for which personal information was collected. While we strive to protect your personal information, we cannot ensure the security of the information you transmit. We recommend you to take every precaution to protect your personal information when you are on the Internet. For example, change your passwords often, use a combination of letters and numbers when creating passwords, and make sure you use a secure browser.

7. **Renewal and Termination.** The initial term is twelve months commencing upon the execution of the Order Form. At the expiration of the initial term, unless the Order Form provides as different renewal period, the term shall automatically renew on an annual basis until terminated in accordance with the provisions hereof. At any time: (i) Customer may terminate the Telestaff IVR service for convenience upon thirty (30) days prior written notice, and (ii) Kronos may terminate the Telestaff IVR service for convenience upon one hundred and twenty (120) days prior written notice. Kronos may increase the per minute rate upon renewal with sixty (60) days prior written notice for use based Telstaff IVR.

AGREED AND ACCEPTED

CUSTOMER: MANHATTAN BEACH FIRE DEPARTMENT

By: _____

Name: _____

Title: _____

Date: _____

KRONOS:

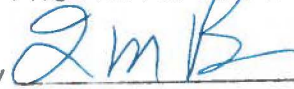
By:  _____

Name: John O'Brien

Title: Sr. Vice President, Global Sales

Date: May 19, 2017

APPROVED AS TO FORM:

By:  _____
City Attorney