

# CITY CLERK ORIGINAL

C-9464-1  
09/17/2015

## KRONOS ADDENDUM- No. 1 VOXEO PROPHECY SERVICE (Usage Based)

This is an Addendum to the **Linking Agreement Between The City of Glendale, Arizona and Kronos Incorporated** dated 11/24/2014 (the "Agreement") between The City of Glendale, an Arizona municipal corporation ("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 Voxeo Prophecy service ("Voxeo Prophecy"), a service of Aspect Software Inc., which Kronos is authorized to resell.

**Description.** Voxeo Prophecy 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."

**Implementation.** To initiate and setup administration of the required communications, Kronos will perform the standard implementation of Voxeo Prophecy, including configuration, as described in the Statement of Work ("SOW") 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. Kronos may, at its sole discretion, update and enhance the features available through Voxeo Prophecy.

**Payment.** Kronos will invoice Customer for the Voxeo Prophecy implementation/configuration professional services fees set forth in the applicable SOW and Order Form, pursuant to the Agreement and on the payment terms set forth therein. Kronos will invoice Customer each month in arrears for Voxeo Prophecy 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. Customer's right to begin using the service shall begin upon activation of the service after implementation/configuration.

Maintenance for Voxeo Prophecy will be provided at the same level of support as Customer's Workforce TeleStaff product. Voxeo Prophecy maintenance will entitle Customer to Voxeo Prophecy phone support and software updates and shall commence upon Order execution.

Customer will pay invoices issued by Kronos hereunder within thirty (30) days of receipt.

**Restrictions on Voxeo Prophecy Services: Additional Responsibilities.** Customer agrees that Voxeo Prophecy 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 Voxeo Prophecy 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 Voxeo Prophecy is subject to the software license terms set forth in the Agreement as well as the Acceptable Use Policy found at: <http://voxeo.com/aup> and Customer agrees to defend, indemnify and hold harmless Kronos, its employees, agents and subcontractors from all loss, damage or injury that may result from Customer's failure to abide by such Policy. Customer acknowledges that communications occurring through Voxeo Prophecy may be subject to standard mobile carrier policies or government regulatory requirements for mobile communications.

**Voxeo Prophecy Security.** The Voxeo Prophecy 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 Voxeo Prophecy, and ii) all associated data, is found at: <http://voxeo.com/privacy-policy/>, under the heading "Security of Your Personal Information."

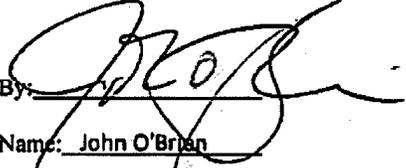
Renewal and Termination. The initial Term is twelve months. At the expiration of the initial Term, the Term shall automatically renew on a month-to-month basis until terminated in accordance with the provisions hereof. At any time: (i) Customer may terminate the Voxeo Prophecy service for convenience upon thirty (30) days prior written notice, and (ii) Kronos may terminate the Voxeo Prophecy 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.

**AGREED AND ACCEPTED**

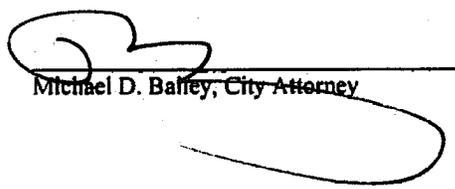
**CUSTOMER: CITY OF GLENDALE,  
AN ARIZONA MUNICIPAL  
CORPORATION**

**KRONOS INCORPORATED:**

By:   
Name: Thome F. Duchowicz  
Title: Interim Assistant City Manager  
Date: 9-17-15

By:   
Name: John O'Brien  
Title: Sr. VP, Global Sales  
Date: September 15, 2015

ATTEST:  
  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:  
  
Michael D. Baffey, City Attorney



# ORDER FORM

Quote#: 500291 - 1  
Expires: 30-SEP-2015  
Sales Executive: Lyle, Brenda Green

Order Type: Upgrade US  
Date: 14-SEP-2015  
Page: 1/2

**Bill To:** CITY OF GLENDALE - FIRE DEPARTMENT  
6829 58TH DRIVE  
GLENDALE  
AZ 85301  
United States

**Ship To:** Attn:CHRIS DECHANT  
CITY OF GLENDALE - FIRE DEPARTMENT  
6829 58TH DRIVE  
GLENDALE  
AZ 85301  
United States

**Solution ID:** 6118620

**Contact:** Chris Dechant  
**Email:** CDechant@GLENDALEAZ.com  
**Ship To Phone:**

**Payment Terms:** N30  
**Currency:** USD  
**Customer PO Number:**

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

**Order Notes:**

CONTACT  
Chris Dechant  
623-764-1013  
CDechant@GLENDALEAZ.com

The undersigned party represents that it is a member of the Mohave Education Services Cooperative. This order is subject to the terms and conditions of the Member Agreement of the Mohave Contract (14L-KRON-1107), dated November 7, 2014.

Kronos will invoice Customer each month in arrears for Voxeo 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.

If customer requires professional services for the implementation of the Software purchased on this Order Form, they will be billable on a time and materials basis at Kronos' then current list rates.

Your Kronos solution includes:

## SOFTWARE

Item	License/Qty	Total Price
ASPECT - VOXEO PROPHECY SERVICE	1	
	<b>Total Price</b>	<b>0.00</b>

## SUPPORT SERVICES

Item	Duration	Total Price
PLATINUM SUPPORT SERVICE	1 YR	0.00
	<b>Total Price</b>	<b>0.00</b>

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

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Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.kronos.com



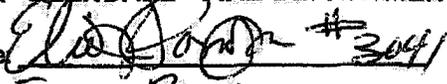
Quote#: 500291 - 1

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**QUOTE SUMMARY**

Description	Total Price
Subtotal	0.00
Deposit	0.00
Tax	0.00
Grand Total	0.00

**CITY OF GLENDALE FIRE DEPARTMENT**

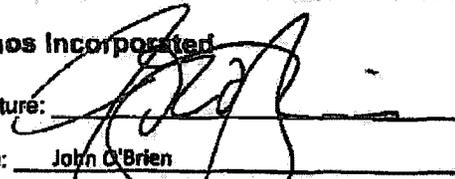
Signature: 

Name: ELID POMPA

Title: ASSISTANT FIRE CHIEF

Effective Date: 9/17/15

**Kronos Incorporated**

Signature: 

Name: John O'Brien

Title: Sr. VP. Global Sales

Effective Date: September 15, 2015

*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](http://www.redhat.com/licenses/jboss_eula.html). Shipping and handling charges will be reflected on the final invoice.*

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