# Dedicated to People Flow<sup>™</sup> KO



## Exhibit 4

KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance, Repair, Modernization and Related Products, Services and Solutions under the U.S. Communities / OMNIA Partners Program utilizing the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018)

The parties hereby agree to be bound by the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1<sup>st</sup>, 2018) ("Contract"), together with those terms and conditions contained in this Exhibit 4 (collectively, "Service Agreement"). In the event of conflict between terms and conditions contained in the Contract and this Exhibit 4, the terms in this Exhibit 4 shall supersede and prevail. Scope of Work outlined below is aligned with Attachment D in the Contract GENRL-EV2516.

<u>PURCHASER / PAYOR PARTY AND ADDRESS</u>: Escambia County, Florida, 221 Palafox Place, Suite 420, Pensacola, FL 32502

**LOCATION AND ADDRESS**: Escambia County Correctional Facility, 2935 N. L St, Pensacola, FL 32501

**TYPE OF ELEVATOR EQUIPMENT**: Six (6) KONE-brand Machine Room Less (MRL) Traction Elevators

**TYPE OF SERVICE:** Complete Maintenance

SERVICE CALLBACK COVERAGE: Regular Time Coverage, 8:00 AM – 4:30 PM, Monday - Friday

**TESTING:** Annual CAT 1 and Five-Year Full Load CAT 5 as per ASME Code and State of Florida

**PRICING:** \$ 8,910.00 per guarter payable in arrears (\$495.00/Month Per Each of Six (6) Elevators)

EFFECTIVE DATE: June 1, 2022

## **APPLICABLE LAW:**

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County, Florida.

## PROPOSED SCOPE OF WORK:

## 1. SERVICES

Complete Maintenance- (Equipment included as listed above)

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this

Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

#### A. Gearless Traction Elevators

- 1. Relay Logic Control System All control system components.
- 2. Microprocessor Control System

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

- 3. Gearless Machine Components All gearless machine components.
- 4. Hoistway and Pit Equipment

All elevator control equipment and buffers.

5. Rails and Guides

Guide rails, guide shoe gibs, and rollers

6. Ropes

Hoist ropes, governor ropes, and compensation ropes.

7. Wiring

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

8. Door Equipment

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

9. Manual Freight Door Equipment

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

10. Power Freight Door Equipment

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

11. Signals and Accessories

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

12. Car Equipment

All elevator control system components on the car.

## в. MRL Elevators

- 1. Relay Logic Control System All control system components.
- 2. Microprocessor Control System

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

- 3. Gearless Machines Components All MRL machine components.
- 4. Hoistway and Pit Equipment

All elevator control equipment and buffers.

5. Rails and Guides

Guide rails, guide shoe gibs, and rollers

6. Ropes

Hoist ropes, governor ropes, and compensation ropes.

7. Wiring

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

8. Door Equipment

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

9. Manual Freight Door Equipment

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

10. Power Freight Door Equipment

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

11. Signals and Accessories

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

12. Car Equipment

All elevator control system components on the car.

#### c. Hydraulic Elevators

- 1. Relay Logic Control System All control system components.
- 2. Microprocessor Control System

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

3. Power Unit

Pump, motor, valves, and all related parts and accessories.

4. Hoistway and Pit Equipment

All elevator control equipment and buffers.

5. Rails and Guides

Guide rails, guide shoe gibs, and rollers

6. Wiring

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

7. Door Equipment

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

8. Manual Freight Door Equipment

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

## 9. Power Freight Door Equipment

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

## 10. Hydraulic System Accessories

Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.

## 11. Signals and Accessories

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

## 12. Car Equipment

All elevator control system components on the car.

#### 2. HOURS OF SERVICE

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

## 3. SERVICE REQUESTS (CALLBACKS)

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests. Regular Time Coverage- (Equipment coverage as listed on page 1)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

Overtime Portion Coverage- (Equipment coverage as listed on page 1)

If Purchaser requests service on overtime, Purchaser will be charged only for the difference between KONE's hourly billing rate and KONE's hourly overtime billing rate for each overtime hour.

Travel Time and Expenses

Purchaser will <u>not</u> be billed for travel time or expenses to and from the site for service requests covered under the scope of work.

## 4. TESTS

KONE will perform the following tests on the equipment as listed on page 1 of this Agreement. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

#### HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test as required by applicable code.

## TRACTION ELEVATOR

An annual no load test as required by applicable code.

A five (5) year full load test as required by applicable code.

## 5. EXCLUSIONS

The following are excluded from the scope of services:

#### A. GENERAL

- 1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
- 2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
- 3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
- 4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

## **B. OBSOLESCENCE**

 Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser

- with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
- 2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

#### c. ELEVATOR

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE will not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

#### TERM AND TERMINATION

This Agreement will commence on the effective date and continue for an initial period of ONE (1) Year. This Agreement may thereafter be renewed for successive ONE (1) Year terms. Purchaser may terminate this Agreement by giving KONE INC. no less than thirty (30) days written notice prior to the expiration date of the then current term of the Agreement, and Purchaser shall only be liable for payment of services rendered through the date of said termination.

If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a ninety (90) days cure period. If the breaching party fails to cure the breach within the specified time period, the non- breaching party may terminate the Agreement upon thirty (30) days written notice to the other party.

## **ASSIGNMENT**

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered by KONE INC. without the Purchaser's prior written consent.

## **PRICE ADJUSTMENTS**

In accordance with City of Kansas City Master Contract GENRL-EV2516, the monthly service rate has fixed pricing for the first three years of the Agreement.

Note about Renewal Pricing: Price escalations over the remaining term of the agreement shall be outlined as follows:

- Years 1-3 Pricing is fixed per submitted price proposal
- Year 4 Pricing adjusted 3.25%

- Year 5 No Price Adjustment
- Renewal Option Years 6-7 Pricing adjusted 3.25% Year 6, and Held for Year 7
- Renewal Option Years 8-9 Pricing adjusted 3.25% Year 8, and Held for Year 9
- Renewal Option Years 10-11 No Price Adjustment

. Classification	Straight	Time Time and One Half	Time and Seven	Double Time	
. Mechanic Rate	\$307.61	\$457.46	\$517.08	\$592.71	
l. Helper Rate	\$264.19	\$386.63	\$435.05	\$495.90	
. Team Rate	\$571.80	\$844.10	\$952.13	\$1,088.61	
f. Foreman/Adjuster	\$333.41	\$714.54	\$809.68	\$930.86	
OVERTIME PORTIO	ON				
Billing Rates for Ove	rtime Portion	1	Time and One-Half	Time and Seven	Double Time
Mechanic Rate for Each Whole Hour Actually Worked		\$152.33	\$213.04	\$296.36	
Helper Rate for Each Whole Hour Actually Worked		\$128.74	\$179.26	\$247.97	
Team Rate for Each Whole Hour Actually Worked		\$281.08	\$392.29	\$544.33	
Foreman/Adjuster Rate for Each Whole Hour Actually Worked		\$166.59	\$233.53	\$325.80	
Time and One-Half:		veekday and Saturday overtime			
Time and Seven:	Weekday ar overtime m	id Saturday overtime callbacks aintenance	and unscheduled		
Double Time: Overtime repairs and Sunday overtime calll		llbacks			

<u>Payment</u>. All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Indemnification. KONE agrees to save harmless, indemnify, and defend County/purchaser and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, including environmental impairment, arising directly or indirectly, on account of or in connection with the KONE's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the KONE or by anyone for whom KONE is legally liable. The parties understand and agree that such indemnification by KONE relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. KONE's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. KONE agrees to pay on behalf of the County/purchaser, as well as provide a legal defense for the County/purchaser, both of which will be done only if and when requested by the County/purchaser, for all claims relating to this Agreement. Such payment on the behalf of the County/purchaser shall be in addition to any and all other legal remedies available to the County/purchaser and shall not be considered to be the County/purchaser's exclusive remedy.

<u>Insurance</u>. During the term of this Agreement, KONE is required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence;
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;
- (c) Florida statutory Workers' Compensation.

Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

KONE agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition (with the exception of Excess, which is a global policy rated by Moody's). The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, non-renewal or adverse change. Such notices shall be mailed to Post Office Box 1591, Pensacola, Florida 32591. Certificates of Insurance shall be provided to Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Public Records. KONE acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. KONE shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. KONE shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, KONE agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event KONE fails to abide by the provisions of Chapter 119, Florida Statutes, the County/purchaser may, without prejudice to any other right or remedy and after giving KONE seven days written notice, during which period KONE still fails to allow access to such documents, terminate the contract. In such case, KONE shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County/purchaser may be deducted from any payments left owing KONE.

IF KONE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

Employment Eligibility Verification (E-VERIFY). In accordance with §448.095, Florida Statutes, KONE shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If KONE enters into a contract with a subcontractor performing work or providing services on its behalf, KONE shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <a href="http://www.dhs.gov/E-Verify">http://www.dhs.gov/E-Verify</a>.

<u>Notices</u>. Any notice required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: KONE, Inc. Escambia County

Attention: President Attention: County Administrator

One Kone Court Moline, IL 61265 221 Palafox Place, Suite 420 Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

<u>Annual Appropriation</u>. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of

Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

## BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Witness:	By: Wesley J. Moreno, Interim County Administrator
Witness:	
	BCC Approved:
	KONE, INC.
Corporate Secretary	By: Jay Dietz Vice President
[SEAL]	Date: April 29, 2022  Oppy: 12941747
	Approved as to form and legal sufficiency.
	By/Title: Kristin D. Hual, DCA
	Date: 04-27-2022

## **KONE Care Value Added Services**

These services are offered to improve the quality and transparency of the KONE service delivery experience.

#### 24/7 CONNECTED SERVICES

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

- 1. KONE shall provide the Services set forth below.
- 2. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:
  - A. KONE Care Emergency Phone Monitoring KONE shall program the elevator phone(s) listed below to call the KONE Customer Care Center and will monitor the elevator phone(s). Customer shall:
    - Provide names and phone numbers of at least two (2) of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one (1) police, fire or local 911 agency name and phone number.
    - 2. Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Customer Care Center will contact the points of contact in the order listed below. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.
    - 3. If KONE does not provide Wireless Phone Provider Service, Customer shall provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number(s) and/or extension(s) for the phone(s) being programmed.
  - B. KONE Care Wireless Phone Provider Service
    If Wireless Phone Provider Service is selected, then KONE provides the
    phone connection via a KONE provided wireless service device and the
    phone connection must be programmed to the KONE Customer Care Center.
    KONE Care Emergency Phone Monitoring is required (see A. above for
    description of services). Customer shall bear the responsibility to reactivate
    the analog phone line in the event KONE can no longer provide wireless
    service. Customer shall also provide KONE access to the appropriate location
    where the building telecommunications devices are located. KONE reserves
    the right to remove the wireless hardware in the event KONE no longer
    provides the wireless service or maintains the equipment.
  - c. KONE Care 24/7 Connect Performance Analytics

If KONE 24/7 Connected Services is selected, then KONE shall provide and install the necessary device(s) to perform KONE 24/7 Connected Services on the equipment below. Unless otherwise provided for in the Agreement, any callouts, repairs, or maintenance prompted by the KONE 24/7 Connected Services shall be performed during regular working hours of regular working days, Monday to Friday, statutory holidays excluded, of the International Union of Elevator Constructors (IUEC.) All response times generated by KONE 24/7 Connected Services shall be calculated starting at 8:00 a.m. local time the next business day. Repair and maintenance needs identified through the Services shall be performed based on the repair coverage agreed in the Agreement. Under no circumstances shall any indicators or predictions be cause for immediate services but shall be determined and completed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE.

KONE Care 24/7 Connect - Performance Analytics services is included in pricing as listed on page 1, itemized at rate of \$ 65.00 per month per each elevator listed.

3. The KONE Care 24/7 Connected Services are performed on listed equipment on page 1:

Equipment Name 6 passenger	KONE Equipment #'s 43418670 - 8676	Wireless Phone X	Phone Monitoring X	24/7 Connect X
elevators				

- 4. Unless the remote monitoring device was a built-in component of a new KONE elevator, the remote monitoring devices are installed to the equipment by KONE solely in order to enable the Services. The remote monitoring devices are provided to the Customer as part of the Services. Purchaser gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment, regardless if Customer elects any of the Services. Purchaser will not use the 24/7 Connected Services device, except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form. Purchaser has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE.
- **5.** KONE 24/7 Connected Services is a family of remote monitoring Services. The parties may later agree to add new Services to the equipment.
- **6.** The Services shall be performed for the duration of the Agreement. Should the Agreement expire or terminate, the Services will automatically terminate.
- 7. If any or all Services are terminated, unless the remote monitoring device was a built-in component of a new KONE elevator, the Customer shall upon request give KONE access to the equipment to remove any remote monitoring devices owned by KONE along with any other equipment which remains KONE™s property at the facility or otherwise at KONE™s expense. Such right shall survive the expiration or termination of the Agreement. Upon termination for any reason of either the Emergency Phone Monitoring or Wireless Phone Provider Service, no further phone services will be provided, the phone(s) must be immediately reprogrammed to dial to a location other than a KONE designated phone number and KONE will block the phone numbers from coming into the KONE Service Center. Upon termination for

any reason of the Data Remote Monitoring, no further data will be collected. Upon any termination or expiration of the Agreement, no further Services will be provided, including phone services or data collection. KONE shall have no obligation to any party to either collect, export or analyze any data, or to provide the source code of any software in object code form.

8. If the Customer uses its own SIM card or network connection for the data transfer required by the Services,

KONE shall not be liable for the costs of such data transfer incurred due to the Services

Remote Monitoring Service Voice Link and Wireless Phone Service

Remote Monitorin	<u>ig Service Voice Link</u>	and Wireless Phone Service		
Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID		
1. S1 5000 lb. License #: 108958	108958	Elevator Phone goes directly to Central Control at the Correctional Facility which is manned 24/7		
2. S2 5000lb. License #: 108944	108944	Elevator Phone goes directly to Central Control at the Correctional Facility which is manned 24/7		
3. S3 5000lb. License #: 108959	108959	Elevator Phone goes directly to Central Control at the Correctional Facility which is manned 24/7		
4. P1 3500lb. License #: 109357	109357	Elevator Phone goes directly to Central Control at the Correctional Facility which is manned 24/7		
5. P2 3500lb. License #: 109358	109358	Elevator Phone goes directly to Central Control at the Correctional Facility which is manned 24/7		
6. P3 3500lb. License #: 109347	109347	Elevator Phone goes directly to Central Control at the Correctional Facility which is manned 24/7		
7				
8				
9				
	First Point of Contact (	Required)		
Name: Jeremy Abercrombie	Title: Lead Technicia	n, Maintenance		
Phone #: 850-436-9012	Cell Phone #: 850-55	Cell Phone #: 850-554-5516		
Second Point of Contact (Required)				
Name: Robbie Freeman	Title: Division Manag	Title: Division Manager, Facilities Management		
Phone #: 850-595-4634	Cell Phone #: 850-55	Cell Phone #: 850-554-2711		

Third Point of Contact (Optional)		
Name: Allan Danley	Title: Program Manager, Maintenance	
Phone #: 850-595-4635	Cell Phone #: 850-554-2687	
Local Emergency Authorities (Required)		
Fire Department Phone #: (850) 471-6300	Police Department Phone #: (850) 436-9620 Escambia County Sheriff	

## **CUSTOMER INFORMATION**

Who is the agreement with?				
Legal Name of the Company: Escambia County Board o	of County Commissioners			
Address: 221 Palafox Place, Suite 420				
City: Pensacola	State: FL	Zip: 32502-5843		
Contact Name: Robert E. Hogan	Title: Director, Facilitie Management	es		
Phone: 850-595-3190	Fax: 850-595-3192	Fax: 850-595-3192		
Is the Owner tax exempt? Yes (If Yes, provide the Tax E	xemption Certificate.) YES			
Federal tax ID #: 59-6000598 FL Exempt 85-80138880	110-3			
Where should the invoice be sent?				
Legal Name of the Company: Escambia County BCC				
Attention: Facilities Management				
Address: 221 Palafox Place, Suite 140				
City: Pensacola	State: FL	Zip: 32502-5843		
Contact Name: Karen Myers	Title: Accounting Mana	Title: Accounting Manager		
Phone: 850-595-3190	Fax: 850-595-3190			
deral tax ID #: 59-6000598 Email: fminvoices@myescambia.com				
Who will be responsible for paying the invol	ices?			
Legal Name of the Company: Escambia County BCC – I	Facilities			
Attention: Karen Myers				
Address: 100 E. Blount St				
City: Pensacola	State: FL	Zip: 32501		
Contact Name: Karen Myers	Title: Accounting Manager			
Phone: 850-595-3190	Fax: 850-595-3192	Fax: 850-595-3192		

Federal tax ID #: 59-6000598	Email: fminvoices@myescambia.com
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