

CLEVELAND PUBLIC LIBRARY

Board Meeting

September 26, 2019

RESOLUTION TO RATIFY AGREEMENT WITH KONE INC. FOR MAINTENANCE OF ELEVATORS IN MAIN BUILDING AND LOUIS STOKES WING AND AUTHORIZING NEW AGREEMENT WITH KONE FOR MAINTENANCE OF ELEVATORS IN MAIN BUILDING, LOUIS STOKES WING, BRANCHES, AND LAKESHORE

WHEREAS, On June 19, 2014, the Board of Trustees of the Cleveland Public Library authorized the Library to enter into a five year agreement with KONE Inc., effective July 1, 2014 through June 30, 2019, for full maintenance services for the elevators in the Main Library and the Louis Stokes Wing; and

WHEREAS, Upon expiration of the five year agreement on June 30, 2019, the agreement with KONE automatically renewed at a monthly cost of \$5,128.67; and

WHEREAS, The Library currently has contracts with KONE to provide maintenance services to the elevators located at the Library's Carnegie West, Eastman, Martin Luther King, Jr., and South Brooklyn branches for a fee of \$4,629.12 per year, and which contract will expire on March 31, 2020; and

WHEREAS, KONE has proposed to consolidate under one U.S. Communities contract the maintenance services to the Library's elevators in the Main building, Louis Stokes Wing, Carnegie West, Eastman, Martin Luther King, Jr., and South Brooklyn branches at a monthly rate of \$6,066.41 per month beginning on October 1, 2019 through September 30, 2020; and

WHEREAS, KONE has further proposed to provide maintenance services to the Library's two elevators at the Lakeshore Facility at a monthly cost of \$151.96 per month beginning on April 1, 2020 through September 30, 2020 following the expiration of the Library's agreement with Schindler; and

WHEREAS, The new contract proposed by KONE would supersede both of the Library's current agreements with KONE, and the Library would have no further obligations to KONE under the two current agreements beginning on October 1, 2019; and

WHEREAS, The Library desires to enter into the new contract proposed by KONE for a one-year term beginning on October 1, 2019 at a monthly cost of \$6,066.41 per month, which monthly cost will be increased by \$151.96 to \$6,218.37 per month effective April 1, 2020, for a total contract amount of \$73,708.68; now therefore be it

EXHIBIT 8

RESOLVED, That the Board of Trustees hereby ratifies the renewed agreement for maintenance services of the elevators in the Main Library and Louis Stokes Wing for the period commencing July 1, 2019 and terminating September 30, 2019 in an amount not-to-exceed \$15,386.01, with the expenditure being charged to the General fund account 12100053-53340, (Building Maintenance); be it further

RESOLVED, That the Board of Trustees hereby authorizes the Executive Director, CEO or his designee to enter into an agreement with KONE Inc. for maintenance services to the elevators located in the Main Library, Louis Stokes Wing, Carnegie West, Eastman, Martin Luther King, Jr., and South Brooklyn branches, and the Lakeshore Facility for a one-year term beginning on October 1, 2019 at a cost not-to-exceed \$73,708.68, with the expenditure being charged to the General fund account 1xxx0053-53340, (Building Maintenance), where xxx = the department/branch, and which agreement shall be subject to the approval of the Chief Legal Officer.

PROPOSED SCOPE OF WORK

PERFORMANCE

KONE Inc. will provide the labor to systematically examine and/or lubricate the equipment outlined below.

All lubricants, greases, and wiping cloths will be provided.

Should KONE's examination uncover items, which, in KONE's judgment, require replacement and/or repair, a separate proposal may be prepared for Purchaser's authorization. However, no guarantee is made that any or all items have been or will be found.

HYDRAULIC ELEVATORS

RELAY LOGIC CONTROL SYSTEM

All control system components.

MICROPROCESSOR CONTROL SYSTEM

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

KONE First Service technicians will be equipped with necessary field diagnostic and service tools.

POWER UNIT

Valves, pump, motor, and all related parts and accessories.

HYDRAULIC SYSTEM ACCESSORIES

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

CAR EQUIPMENT

All elevator control system components on the car.

WIRING

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

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment and buffers.

RAILS AND GUIDES

Guide rails, guide shoe gibs, and rollers.

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.

MANUAL FREIGHT DOOR EQUIPMENT

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

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.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal, and accessory facilities furnished and installed as an integral part of the elevator equipment.

LUBRICANTS

KONE will use lubricants compounded under OEM's specifications or equal.

TRACTION ELEVATORS

RELAY LOGIC CONTROL SYSTEM

All control system components.

MICROPROCESSOR CONTROL SYSTEM

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

KONE First Service technicians will be equipped with necessary solid state field diagnostic and service tools.

GEARED/GEARLESS MACHINES

All geared and gearless machine components.

WIRING

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

CAR EQUIPMENT

All elevator control system components on the car.

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.

RAILS AND GUIDES

Guide rails, guide shoe gibs and rollers.

HOIST ROPES

Hoist ropes will be properly lubricated and adjusted for equalized tension.

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.

MANUAL FREIGHT DOOR EQUIPMENT

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

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.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment, and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.

LUBRICANTS

KONE will use lubricants compounded under OEM's specifications or equal.

ESCALATORS**ESCALATOR SYSTEM COMPONENTS****CONTROL SYSTEM**

All control system components.

DRIVE MACHINERY AND MOTOR EQUIPMENT

All drive machine components. The gear case will be periodically drained and flushed to remove sediment and grit, and refilled with new gear oil.

WIRING

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

HANDRAIL DRIVE SYSTEM

Handrail and all handrail drive components.

SAFETY SWITCH SYSTEM

Missing step detector, handrail speed detector, handrail inlet switches, step upthrust inlet switches, combplate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level step switches, emergency stop and

inspection switches, alarm on the stop switch cover, broken step chain switches, key start switches, and brake temperature switch.

GUIDANCE AND ALIGNMENT SYSTEMS

All steps, guidance and alignment components and demarcation lights. Balustrades and decks will be examined, adjusted, aligned, and properly fastened.

POWER WALKS**POWER WALK SYSTEM COMPONENTS****CONTROL SYSTEM**

All control system components and wiring.

DRIVE MACHINERY AND MOTOR EQUIPMENT

All drive machine components. The gear case will be periodically drained and flushed to remove sediment and grit, and refilled with new gear oil.

WIRING

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

HANDRAIL DRIVE SYSTEM

Handrail and all handrail drive components.

SAFETY SWITCH SYSTEM

Missing pallet detector, handrail speed detector, handrail inlet switches, comb plate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level pallet detector, emergency stop and inspection switches, alarm on the stop switch cover, broken pallet chain switches, and key start switches.

GUIDANCE AND ALIGNMENT SYSTEMS

All pallets, guidance and alignment components, and demarcation lights. Balustrades, decks and skirt panels will be examined regularly, adjusted, properly fastened, and aligned as applicable.

EXAM FREQUENCY

4 examinations per contract year are covered in this agreement.

HOURS OF SERVICE

All work covered under this Agreement is to be performed during regular working hours of regular working days of the elevator trade.

TESTS

KONE will perform the following tests on the equipment:
Annual Hydraulic Pressure Test.

HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test.

KONE is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, resulting from this test(s).

TRACTION ELEVATOR

An annual no load test.

KONE is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, resulting from this test.

ESCALATOR

An annual Escalator Step/Skirt Performance Index Test.

POWER WALK**EXCLUSIONS**

This Agreement does not include hydraulic fluids.

No labor, parts, or supplies, except those specified herein, will be furnished under this Agreement.

KONE shall not be obligated to: perform safety tests other than those specified herein; install new attachments or make equipment changes, repairs or adjustments, correct outstanding violations or deficiencies.

REMOTE MONITORING

If your unit is equipped with remote monitoring capabilities, KONE reserves the right to utilize this functionality and the phone line for the unit to collect data related to the use and operation of your equipment.

PURCHASER ASSURANCES

Purchaser agrees to: be solely liable for the proper use of this equipment; furnish KONE with a list of authorized personnel responsible for building operations; provide KONE with a complete set of as-built wiring diagrams; shut down the equipment and notify KONE if the equipment is not functioning properly; notify KONE of any injury or accident in or about the equipment (verbal notification immediately and written notification within three days); perform the monthly firefighter's service testing and keep record of such tests, if required

ACCEPTANCE

Service Agreement Effective Date: 10/01/2019

Service Agreement Number: **TBD**

The parties to this service agreement agree to the conditions contained herein:

Sign for on behalf of Participating Public Agency

(Signature)

(Print Name)

(Print Title)

Date: ___ / ___ / ___

Respectfully submitted,
KONE Inc.

(Submitted By)

(Approved By) Authorized Representative

(Title)

Date: ___ / ___ / ___

PROPOSED SCOPE OF WORK:

PERFORMANCE

KONE will systematically examine, maintain, adjust and lubricate the equipment described above. In addition, unless specifically excluded elsewhere, KONE will repair or replace the following if the repair or replacement is, in KONE's judgment, necessitated by normal wear and tear:

HYDRAULIC ELEVATORS

RELAY LOGIC CONTROL SYSTEM

All control system components.

MICROPROCESSOR CONTROL SYSTEM

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

POWER UNIT

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

HYDRAULIC SYSTEM ACCESSORIES

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

CAR EQUIPMENT

All elevator control system components on the car.

WIRING

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

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment and buffers.

RAILS AND GUIDES

Guide rails, guide shoe gibs, and rollers.

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.

MANUAL FREIGHT DOOR EQUIPMENT

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

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.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal, 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 systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.

TRACTION ELEVATORS

RELAY LOGIC CONTROL SYSTEM

All control system components.

MICROPROCESSOR CONTROL SYSTEM

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

GEARED/GEARLESS MACHINES

All geared and gearless machine components.

WIRING

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

CAR EQUIPMENT

All elevator control system components on the car.

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.

RAILS AND GUIDES

Guide rails, guide shoe gibs and rollers.

HOIST ROPES

Hoist ropes will be properly lubricated and adjusted for equalized tension.

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.

MANUAL FREIGHT DOOR EQUIPMENT

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

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.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal 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 systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.

ESCALATORS**ESCALATOR SYSTEM COMPONENTS****CONTROL SYSTEM**

All control system components.

DRIVE MACHINERY AND MOTOR EQUIPMENT

All drive machine components. The gear case will be periodically drained and flushed to remove sediment and grit and refilled with new gear oil.

WIRING

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

HANDRAIL DRIVE SYSTEM

All handrail drive components.

SAFETY SWITCH SYSTEM

Missing step detector, handrail speed detector, handrail inlet switches, step upthrust inlet switches, combplate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level step switches, emergency stop and inspection switches, alarm on the stop switch cover, broken step chain switches, key start switches, and brake temperature switch.

GUIDANCE AND ALIGNMENT SYSTEMS

All steps, guidance and alignment components and demarcation lights. Balustrades and decks will be examined, adjusted, aligned, and properly fastened.

POWER WALKS**POWER WALK SYSTEM COMPONENTS****CONTROL SYSTEM**

All control system components and wiring.

DRIVE MACHINERY AND MOTOR EQUIPMENT

All drive machine components. The gear case will be periodically drained and flushed to remove sediment and grit and refilled with new gear oil.

WIRING

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

HANDRAIL DRIVE SYSTEM

Handrail and all handrail drive components.

SAFETY SWITCH SYSTEM

Missing pallet detector, handrail speed detector, handrail inlet switches, comb plate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level pallet detector, emergency stop and inspection switches, alarm on the stop switch cover, broken pallet chain switches, and key start switches.

GUIDANCE AND ALIGNMENT SYSTEMS

All pallets, guidance and alignment components, and demarcation lights. Balustrades, decks and skirt panels will be examined regularly, adjusted, properly fastened, and aligned as applicable.

HOURS OF SERVICE

All work covered under this Agreement is to be performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.

SERVICE REQUESTS (CALLBACKS)

In addition to preventive maintenance, this Agreement covers minor adjustment service requests during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein. Service requests are defined as minor adjustments, corrections or entrapments that require immediate attention and are not caused by reasons beyond KONE's control. Service requests that require more than one technician or more than two hours to complete will be scheduled as a repair during the regular hours of service.

If Purchaser should require, at any time, service requests (unless included above) to be made on overtime, Purchaser will be charged only for the difference between KONE's regular hourly billing rate and KONE's regular overtime billing rate applicable for each overtime hour worked.

TESTS

KONE will perform the following tests on the equipment:

HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test.

KONE is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, resulting from this test(s).

TRACTION ELEVATOR

An annual no load test.

A five (5) year full load test.

KONE is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, resulting from this test.

ESCALATOR

An annual Escalator Step/Skirt Performance Index Test.

POWER WALK

EXCLUSIONS

KONE assumes no responsibility for the following items or services, which are excluded from the Agreement:

GENERAL

KONE shall not be obligated to: perform safety tests other than those specified herein; install new attachments or make equipment changes or adjustments required by new or retroactive code changes; perform tests or correct outstanding violations or deficiencies prior to the effective date of this agreement; make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room or environmental conditions (including temperature variations below 50 degrees and above 90 degrees Fahrenheit), excessive humidity (greater than 95% non-condensing humidity), water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts, or tampering with the equipment by unauthorized personnel; repair or replace parts damaged by negligence, misuse or any other cause beyond its control.

OBSOLESCENCE

Obsolete items (including, but not limited to, assemblies, parts, components or systems) are excluded from this agreement and are defined as an item for which the original design is no longer regularly manufactured by the OEM or the original design has been replaced with an item of a different design. No exception to this exclusion will be made for items defined as obsolete above simply because they can be custom made or acquired at any price. Obsolete items and the labor to replace them will be at the owner's expense. Any modifications to existing equipment necessary to accommodate replacement components will also be at the owner's expense. KONE will not be required to furnish reconditioned or used parts. Once upgraded by KONE, obsolete items will be covered under this Agreement.

ELEVATOR

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

ESCALATOR AND POWERWALK

Refinishing, repairing, replacing or cleaning of balustrades, pits, pans, sideplate devices, decks, skirt panels, anti-slide devices, brushes, guards and damage or deterioration to skirt deflector brushes. KONE shall not be obligated to make equipment adjustments to achieve Code required Escalator Step/Skirt Performance Index or loaded gap values. Purchaser agrees that escalators are for the sole purpose of transporting passengers.

REMOTE MONITORING

If your unit is equipped with remote monitoring capabilities, KONE reserves the right to utilize this functionality and the phone line for the unit to collect data related to the use and operation of your equipment.

PURCHASER ASSURANCES

Purchaser agrees to: be solely liable for the proper use of this equipment; furnish KONE with a list of authorized personnel responsible for building

operations; provide KONE with a complete set of as-built wiring diagrams; shut down the equipment and notify KONE if the equipment is not functioning properly; notify KONE of any injury or accident in or about the equipment (verbal notification immediately and written notification within three days); perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein. Purchaser shall not permit anyone other than KONE to perform work covered under this Agreement.

NON-KONE EQUIPMENT

The Purchaser agrees to procure replacement parts or proprietary diagnostic devices from the original equipment manufacturer when requested by KONE. KONE agrees to reimburse owner for the cost of all parts acquired at KONE's request. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

PERFORMANCE CLAUSE

Purchaser may, at any time and at Purchaser's expense, call for a mutually agreeable independent elevator consulting firm to evaluate KONE's performance within the scope of this Agreement.

If it is found KONE is not complying with the terms of this Agreement, a detailed report shall be submitted to KONE outlining the specific requirements and a minimum period of sixty (60) days shall be allowed for KONE to correct the non-compliances within the scope of this Agreement.

In the event KONE fails to correct the noted material items within the allowed time, Purchaser shall have the right to terminate this Agreement by giving KONE thirty (30) days written notice. Notwithstanding this right, Purchaser remains obligated to pay all outstanding balances owed KONE.

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 to provide the Services set forth below are included in the pricing per month.**
- 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 24/7 Connect - Performance Analytics

If Data Remote Monitoring is selected, then KONE shall provide and install the necessary device(s) to perform 24/7 Connected Services on the equipment below. Unless otherwise provided for in the Agreement, any callouts, repairs, or maintenance prompted by the 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 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 "Service Needs" 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 unless customer places service request billable at standard rates.

3. The KONE Care 24/7 Connected Services are performed for the following equipment:

Equipment Name	KONE Equipment #	Wireless Phone	Phone Monitoring	24/7 Connect
Elevator #1-325 Superior	20090017			X
Elevator #2-325 Superior	20090018			X
Elevator #3-325 Superior	20090019			X
Elevator #4-325 Superior	20090020			X
Elevator #5-325 Superior	20090021			X
Elevator #1-525 Superior	20012107			X
Elevator #2-525 Superior	20012127			X
Elevator #3-525 Superior	20012111			X
Elevator #4-525 Superior	20012104			X
Elevator #5-525 Superior	20012123			X
Hydraulic Elevator-525 Superior	20012100			X

Service	Price / Month
Kone Care Emergency Phone Monitoring	
KONE Care Wireless Phone Provider Service	
24/7 Connect Performance Analytics	Included

- 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. The 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.
- 24/7 Connected Services is a family of remote monitoring Services. The parties may later agree to add new Services to the equipment.
- The Services shall be performed for the duration of the Agreement unless KONE terminates for any reason an individual Service or the Services upon 15 days prior written notice to Customer. Should the Agreement expire or terminate, the Services will automatically terminate. Further, during the term of the Agreement, the Customer can terminate an individual Service prematurely on 30 days prior written notice to KONE after an initial period of one (1) year from the effective date of this amendment. Either party may also terminate an individual Service prematurely if the other party is in breach of its obligations relating to such Service and fails to rectify such breach within 30 days of a written notice thereof. All termination provisions of the Agreement shall remain in full force and effect. If the Agreement is terminated, the Services shall be terminated.
- 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.
- 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.
- Considering the nature of the Services, KONE may adjust the fee for a Service on 30 days prior written notice if value adding features or functionalities are added to such Service. Should the Customer disagree with a fee increase, the Customer may terminate the affected Service starting from the fee increase.
- Limitation of Liability.** KONE MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND DISCLAIMS ANY

WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE 24/7 CONNECTED SERVICES.

Remote Monitoring Service Voice Link and Wireless Phone Service

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1		
2		
3		
4		
5		
First Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Second Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Third Point of Contact (Optional)		
Name:	Title:	
Phone #:	Cell Phone #:	
Local Emergency Authorities (Required)		
Fire Department Phone #:	Police Department Phone #:	

ACCEPTANCE

Service Agreement Effective Date: 10/01/2019

Service Agreement Number: **TBD**

The parties to this service agreement agree to the conditions contained herein:

Sign for on behalf of Participating Public Agency

(Signature)

(Print Name)

(Print Title)

Date: ___/___/___

Respectfully submitted,
KONE Inc.

(Submitted By)

(Approved By) Authorized Representative

(Title)

Date: ___/___/___