

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 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 to the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 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.

PROPOSED UNITS & EQUIPMENT PRICING:

School/Location Name	Name of Unit	Manufacturer	Equipment Type	Monthly Price
A I C	Passenger Elevator #1	KONE	Traction	\$ 98.00
A I C	Passenger Elevator #2	KONE	Traction	\$ 98.00
Arabia Mountain HS	Passenger Elevator	Thyssen	Hydraulic	\$ 57.00
Austin ES	Passenger Elevator	Thyssen	Hydraulic	\$ 57.00
Barack Obama ES	Passenger Elevator	Thyssen	Hydraulic	\$ 57.00
Bob Mathis ES	Passenger Elevator	Schindler	Hydraulic	\$ 57.00
Brockett ES	Lower Stairclimber	Garaventa	Lift	\$ 57.00
Brockett ES	Upper Stairclimber	Garaventa	Lift	\$ 57.00
Cedar Grove HS	Main Elevator	Schindler	Hydraulic	\$ 57.00
Cedar Grove HS	ROTC Elevator	Schindler	Hydraulic	\$ 57.00
Cedar Grove HS	Stairclimber	Garaventa	Lift	\$ 57.00
Chamblee HS	Passenger Elevator #1	Thyssen	Hydraulic	\$ 57.00
Chamblee HS	Passenger Elevator #2	Thyssen	Hydraulic	\$ 57.00
Chamblee HS	Passenger Elevator #3	Thyssen	Hydraulic	\$ 57.00
Chamblee MS	Passenger Elevator	Thyssen	Hydraulic	\$ 57.00
Champion MS	Mobile Wheelchair Lift	Garaventa	Lift	\$ 57.00
Champion MS	Passenger Elevator	Dover	Hydraulic	\$ 57.00
Champion MS	Stairclimber	Garaventa	Lift	\$ 57.00
Chesnut ES	Passenger Elevator	Thyssen	Hydraulic	\$ 57.00
Clarkston HS	Passenger Elevator #1	Smartrise	Hydraulic	\$ 57.00
Clarkston HS	Passenger Elevator #2	Smartrise	Hydraulic	\$ 57.00
Columbia ES	Passenger Elevator	Dover	Hydraulic	\$ 57.00
Columbia HS	Auditorium Stairclimber	Garaventa	Lift	\$ 57.00
Columbia HS	ROTC Wheelchair Lift	Garaventa	Lift	\$ 57.00
Cross Keys HS	100 Hall Stairclimber	Thyssen	Lift	\$ 57.00
Cross Keys HS	Main Stairclimber	Thyssen	Lift	\$ 57.00
DeKalb School of Arts	Passenger Elevator	Schindler	Hydraulic	\$ 57.00
DeKalb School of Arts	Wheelchair Lift	Garaventa	Lift	\$ 57.00
Discover Learning Academy	Passenger Elevator	Thyssen	Hydraulic	\$ 57.00
Discover Learning Academy	Wheelchair Lift	Thyssen	Lift	\$ 57.00
Doraville United ES	Passenger Elevator	Thyssen	Hydraulic	\$ 57.00
Dresden ES	Stairclimber	Garaventa	Lift	\$ 57.00
Druid Hills HS	Elevator EV2	Thyssen	Hydraulic	\$ 57.00

Druid Hills HS	Elevator EV3	Thyssen	Hydraulic	\$ 57.00
Druid Hills HS	Gym Wheelchair Lift	Garaventa	Lift	\$ 57.00
Druid Hills HS	Main Building Elevator	Dover	Hydraulic	\$ 57.00
Druid Hills HS	Media Center Wheelchair Lift	National Wheel-o-Vator	Lift	\$ 57.00
Druid Hills HS	Science Hall Elevator	Thyssen	Hydraulic	\$ 57.00
Druid Hills MS	Tech Lab Wheelchair Lift	Access Industries	Lift	\$ 57.00
Druid Hills MS	Center Hall Wheelchair Lift	Garaventa	Lift	\$ 57.00
Dunwoody ES	Passenger Elevator	KONE	Traction	\$ 98.00
Dunwoody HS	Lobby Elevator	Thyssen	Hydraulic	\$ 57.00
Dunwoody HS	Original Elevator	Otis	Hydraulic	\$ 57.00
Early Learning Center	Stairclimber	Garaventa	Lift	\$ 57.00
Fernbank ES	Passenger Elevator	Thyssen	Hydraulic	\$ 57.00
Fernbank Science Center	Lower Stairclimber	Garaventa	Lift	\$ 57.00
Fernbank Science Center	Upper Stairclimber	Garaventa	Lift	\$ 57.00
Flat Rock ES	Passenger Elevator	Thyssen	Hydraulic	\$ 57.00
Henderson Mill ES	Wheelchair Lift	Garaventa	Lift	\$ 57.00
Henderson MS	Cafeteria Wheelchair Lift	Garaventa	Lift	\$ 57.00
Henderson MS	Gym Mobile Wheelchair Lift	Garaventa	Lift	\$ 57.00
Henderson MS	Passenger Elevator	Thyssen	Hydraulic	\$ 57.00
Indian Creek ES	Passenger Elevator	Thyssen	Hydraulic	\$ 57.00
John Lewis ES	Passenger Elevator	Thyssen	Hydraulic	\$ 57.00
Kittredge Magnet School	Wheelchair Lift	Garaventa	Lift	\$ 57.00
Lakeside HS	Passenger Elevator #1	Smartrise	Hydraulic	\$ 57.00
Lakeside HS	Passenger Elevator #2	Smartrise	Hydraulic	\$ 57.00
Lakeside HS	Wheelchair Lift	Porch Lift	Lift	\$ 57.00
Laurel Ridge ES	Wheelchair Lift	Harmar	Lift	\$ 57.00
Lithonia HS	Passenger Elevator	Otis	Hydraulic	\$ 57.00
Lithonia MS	Cafeteria Gym Wheelchair Lift	Thyssen	Lift	\$ 57.00
Lithonia MS	Cafeteria Stage Wheelchair Lift	Thyssen	Lift	\$ 57.00
Lithonia MS	Front Elevator	Thyssen	Hydraulic	\$ 57.00
Lithonia MS	Gym Elevator	Thyssen	Hydraulic	\$ 57.00
McNair HS	Fine Arts Elevator	Schindler	Hydraulic	\$ 57.00
McNair HS	Gym Elevator	Schindler	Hydraulic	\$ 57.00
McNair HS	Wheelchair Lift	Garaventa	Lift	\$ 57.00
McNair MS	Passenger Elevator	Otis	Hydraulic	\$ 57.00
Miller Grove HS	Front Elevator	Otis	Hydraulic	\$ 57.00
Miller Grove HS	Gym Elevator	Otis	Hydraulic	\$ 57.00
MLK HS	Wheelchair Lift	National Wheel-o-Vator	Lift	\$ 57.00
MLK HS	New Elevator	Thyssen	Hydraulic	\$ 57.00
MLK HS	Building Elevator	Dover	Hydraulic	\$ 57.00
Montclair ES	Passenger Elevator	KONE	Hydraulic	\$ 57.00
Montgomery ES	Passenger Elevator	Dover	Hydraulic	\$ 57.00
Oakview ES	Passenger Elevator	Otis	Hydraulic	\$ 57.00
Peachcrest ES	Passenger Elevator	Thyssen	Hydraulic	\$ 57.00
Peachtree MS	Passenger Elevator	Thyssen	Hydraulic	\$ 57.00
Pleasantdale ES	Passenger Elevator	Thyssen	Hydraulic	\$ 57.00
Princeton ES	Passenger Elevator	Thyssen	Hydraulic	\$ 57.00
Rainbow ES	New Wing Elevator	Thyssen	Hydraulic	\$ 57.00
Rainbow ES	Old Wing Elevator	Thyssen	Hydraulic	\$ 57.00
Redan HS	Wheelchair Lift	Garaventa	Lift	\$ 57.00
Redan HS	Passenger Elevator	Thyssen	Hydraulic	\$ 57.00
Rock Chapel ES	Passenger Elevator	Mowery	Hydraulic	\$ 57.00

2-506, this Service Agreement shall terminate absolutely and without further obligation on the part of DCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DCSD terminates this Service Agreement, by providing Service Provider with thirty (30) days advance notice of termination prior to the end of the calendar year. Renewal will depend upon the best interests of the DCSD, funding, and Service Provider's performance subject to the other termination methods available to the DCSD herein.

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 Georgia.

SCOPE OF SERVICES (Prevailing Scope of Work)

KONE will provide the labor to perform quarterly preventative maintenance visits utilizing KONE Maintenance Method (KMM) modules for the following equipment areas:

- Control system
- Power unit and/or machines
- Hydraulic system accessories
- Car equipment
- Wiring
- Hoistway and pit equipment
- Door equipment
- Signals and accessories
- Rails and guides
- Hoist ropes/belts

If during quarterly preventative maintenance visits KONE identifies repairs that are \$500.00 or less in value (based on contractual labor rate and material mark-up), KONE shall complete these repairs while on site under the cost structure of this Agreement.

Should KONE identify repairs more than \$500.00 in value, which, in KONE's sole judgment, require replacement or repair, KONE will submit to Purchaser a separate proposal and contract for Purchaser's signature. KONE makes no guarantee that its examination will identify any items that require replacement or repair. KONE reserves the right to remove the elevator/lift from service until such repairs are completed.

HOURS OF SERVICE

All services described above 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.

TESTS

KONE will perform the following tests on the Equipment. 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.

REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

EXCLUSIONS

This Agreement does not include hydraulic fluids.

No labor, except specified herein, parts or supplies will be furnished under this Agreement. All service calls and repairs will be considered billable at stated contract rates.

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies.

REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Notwithstanding anything to the contrary contained in this Agreement, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice (or remove affected elevator(s)/lift(s) from the Agreement). To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void. KONE reserves the right to lock out/remove from service any elevator/lift that is deemed unsafe.

NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

THIRD PARTY SERVICES

All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser waives all claims against KONE arising from or related to a third party's performance of such services. If Purchaser causes or permits a third party to work on the elevator(s)/lift(s), KONE has the right to cancel/remove affected equipment from the Agreement.

NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams and (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. 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.

KRMS Voice Monitoring Service Option

KONE will provide its KRMS voice monitoring service. Purchaser will provide an analog phone line to the elevator machine room to be terminated on the appropriate phone jacks. If the phone line is an extension off an existing phone system, Purchaser will provide a backup power source. If applicable, the extension must be direct inward dial (DID). All phones and associated equipment must comply with ASME A17.1, local codes, and applicable law. Purchaser will provide KONE with the elevator phone number(s) or extension(s) so that these may be programmed to call the KONE Service Center. Purchaser will complete the below information and update KONE with the information immediately in writing if the information changes. Purchaser’s named representatives must be available 24/7 for contact by KONE. If the KONE Service Center receives a call from an elevator, KONE will contact Purchaser’s representatives in the order listed below. KONE will contact the local emergency authorities only if there is an emergency or when KONE cannot reach Purchaser’s representatives. Upon termination of the Agreement, Purchaser must immediately reprogrammed all elevator phones to dial a number other than a KONE phone number, and KONE will block the elevator phone numbers from contracting the KONE Service Center.

KRMS Activation Fee: No Charge

KRMS Service Fee: \$0.00

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
TBD	TBD	TBD
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 #:	

If Purchaser wishes to include KRMS voice monitoring services in the Agreement, Purchaser will accept by initialing below.

Accepted

CUSTOMER INFORMATION

Who is the Agreement with?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? <input type="checkbox"/> Yes (If Yes, provide the Tax Exemption Certificate.) <input type="checkbox"/> No		
Federal Tax ID #:		

Where should the invoices be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

ACCEPTANCE

Service Agreement Effective Date: 09/01/2022

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: __/__/__