



**UNIVERSITY
OF
CALIFORNIA**

Amendment to Agreement

This Amendment #1 to Agreement 2019.001564 (“Agreement”) is entered into between The Regents of the University of California (UC) and Supplier.

AMENDMENT TO AGREEMENT

Adding the following section after the first paragraph of **Section 4. Pricing, Invoicing Method, and Settlement and Terms:**

Price Increases: The Service Fees may be adjusted by the following:

20% (twenty percent) of which monthly amount shall be adjusted at any time after the first year of the Term hereof, but not more often than one (1) time a year thereafter, by the increase or decrease in the percentage of increase or decrease in the "Producer Commodity Prices for Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Statistics (the “**Index**”), during the month of review prior to such adjustment, as compared with the Index noted in this Agreement or index used in previous year's adjustment.

80% (eighty percent) of which monthly amount shall be adjusted at any time after the first year of the Term hereof, but not more often than one (1) time a year thereafter, by the increase or decrease in the straight time hourly labor rate paid by Supplier for the month of review prior to such adjustment as compared with such straight time hourly labor cost noted in this Agreement or rate used in previous year's adjustment. The phrase "straight time hourly labor rate" means the sum of the straight time hourly labor rate paid to Mechanics in the locality where the equipment is to be maintained, and the hourly cost of fringe benefits provided for in the labor bargaining agreement covering the Mechanics who perform the service.

Notwithstanding the foregoing subsection in no given year shall the Service Fees be increased to an amount greater than three and one half percent (3.5%) from the immediately preceding year.

The initial Index and Initial Straight Time Hourly labor rate used to calculate the Service Fees set forth above are: (to be entered at the time of execution of the contract)

PRODUCER COMMODITY PRICES FOR METALS AND METAL PRODUCTS (INDEX)	RATE	DATE:
STRAIGHT TIME HOURLY LABOR RATE, INCLUDING FRINGE BENEFITS	RATE	DATE:

Price Decreases. Supplier is advised that there is no mandatory use policy within the System. Supplier shall guarantee that manufacturer and/or Supplier price decreases be passed on to System immediately.

AMENDMENT TO AGREEMENT
Modifying **Sections 8. Prevailing Wages**

8. Prevailing Wages

Supplier is required to pay prevailing wages when providing the Services.

Supplier is not required to pay prevailing wages when providing the Services.

All other terms, conditions and provisions of the Agreement shall remain in full force and effect.

This Amendment is signed by the parties' duly authorized representatives, and shall be effective retroactive as of **October 1st, 2019**.

KONE INC.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: Brad Fleming

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Justin Sullivan
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Name: Brad Fleming

Name: Justin Sullivan

Title: Director, Institutional Vertical

Title: Executive Director, Strategic Sourcing

Date: December 20, 2019

Date: 12/23/2019