SIEMENS

Ingenuity for life

PROPOSAL

THE TOWERS AT WYNCOTE CELL FIRE ALARM MONITORING AGREEMENT FOR ALL THREE (3) TOWERS

PREPARED BY

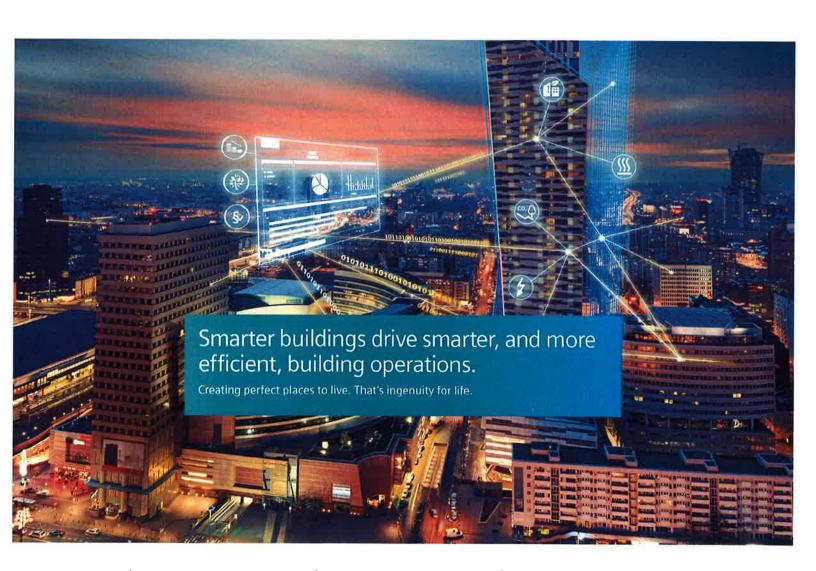
Siemens Industry, Inc.

PREPARED FOR

LINDY-WYNCOTE LP

DELIVERED ON

April 09, 2020





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Contact Information

Proposal #:

4723925

Date:

April 09, 2020

Sales Executive:

Ric Sucro

1450 Union Meeting Road

Branch Address:

Blue Bell

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Telephone:

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Email Address:

ric.sucro@siemens.com

Customer Contact:

BRIAN KROKER

Customer:

LINDY-WYNCOTE LP

Address:

309 YORK ROAD

JENKINTOWN, PA 19046

Services shall be provided at:

THE TOWERS AT WYNCOTE-TOWER 1, 2 AND 3

8440 LIMEKILN PIKE WYNCOTE, PA



Executive Summary

Our Services

Siemens will provide the following services.

Service Description

• CELL FIRE ALARM MONITORING FOR TOWERS 1, 2 AND 3



Building Services - Fire

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to ensure your satisfaction and help you achieve the outcomes you expect.

Through the Siemens Building Fire Services we are pleased to offer the following services:

· Optimize Performance & Productivity

Fire Safety industry acronyms used in the following service descriptions:

AHJ – Authority Having Jurisdiction NFPA – National Fire Protection Association

Emergency Online/Phone Response

Billable Service

Online system and software troubleshooting and diagnostics and phone support will not be provided under the coverage of this agreement. Siemens will respond to your request for emergency on-line/phone support, when available, upon receiving notification of an emergency, as determined by your staff and Siemens, but all service performed will be provided as a billable service. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

Emergency On-site Response

Billable Service

Emergency Onsite Response is not included within the coverage of this agreement. Siemens will respond to your request for emergency on-site service as soon as staff is available. An emergency is determined by your staff and Siemens. All service performed will be provided as a billable service.



Optimize Performance & Productivity

Alarm Management Services - Fire

Siemens will coordinate and administer off-site monitoring of your fire alarm system via a UL/ULC listed central station. When required Siemens will provide customized alarm activity reports and scheduled reviews to analyze signal transmission history between your facility and the central station. This service will serve to help to identify potential problems, which could result in high or unnecessary alarm incidence. By utilizing a UL/ULC listed central station, you receive the benefits of trained alarm monitoring staff, a 24-hour operation and a standard procedure for notifying you of alarms in your facility. The Appendix of this service agreement outlines which reports you will be receiving and the term of the Agreement.



Service Agreement Contract Characteristics

Description	FIRE
Hours of Coverage	
Response Times (Phone/Online)	Billable
Response Times (Onsite/Emergency)	Billable
Remote Services	Yes
Third Party Systems	No
Monitoring	Yes

^{*}Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately. These costs can be billable or included within your Repair and Replacement Coverage. See List of Maintained Equipment to view your current Repair and Replacement Coverage.



Service Details

Fire

Service Description	Qty	Frequency	Year
Alarm Management Services - Fire	3	12	-1,2,3



Terms and Conditions

Terms and Conditions (Click to download)

Terms & Conditions

(https://www.siemens.com/download?A6V11628573)

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

Attachment A

Riders (Click on rider below to download)

SI Monitoring Rider

(http://www.siemens.com/download?A6V10946171)

SI Fire Life Safety Rider

(http://www.siemens.com/download?A6V10946164)



Agreement Terms for Investments

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

Duration (Initial Term and Renewal): This Agreement shall remain in effect for an Initial Term of 3 Periods beginning 2020-05-01. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 3%. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

Initial Term Investments:

Billing Frequency	Period Range	Period	Sell Price
Annually	May 1,2020 - Apr 30,2021	1	\$2,889.00
Annually	May 1,2021 - Apr 30,2022	2	\$2,963.00
Annually	May 1,2022 - Apr 30,2023	3	\$3,072.00

*Amount Due In Advance Based On Billing Frequency

Applicable sales taxes are excluded from the Investments. The pricing quoted in this Proposal are firm for 30 days.



Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

Initial Term Investments

Period	Period Range	Price	Billing Frequency
1	May 1,2020 - Apr 30,2021	\$2,889.00	Annually
2	May 1,2021 - Apr 30,2022	\$2,963.00	Annually
3	May 1,2022 - Apr 30,2023	\$3,072.00	Annually

Accepted by: Proposed by: Siemens Industry, Inc. Lindy-Wyriote, LP Company Ric Sucro Brian M. Kroker Name (Printed) Name 4723925 Proposal # Signature \$8,924.00 Chief Operating Officer **Proposal Amount** April 09, 2020 \$19120 Date Purchase Order # ☐ PO for billing only ☐ PO not required