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PARKS AND RECREATION
5460 Arden
Warren, MI 48092
(586) 268-8400
www.cityofwarren.org

October 16, 2026

Mindy Moore
Council Secretary
City of Warren

Re: Emergency Chiller Replacement — Request for Additional DDA Budget Funding

Honorable Council Secretary,

The Parks & Recreation Department respectfully requests that City Council approve an additional $320,705.33 to be added to the Downtown Development Authority (DDA) budget to cover the emergency replacement of the failed HVAC chiller serving the Warren Community Center and a temporary mobile chiller to maintain cooling during the replacement process.

The existing TRANE 185-ton air-cooled chiller has experienced a catastrophic mechanical and electrical failure. According to Johnson Controls Building Solutions (JCI)'s October 14, 2026, proposal, an internal electrical arc event damaged a compressor and associated refrigeration and power components. JCI has determined that the extent of the damage makes repair economically and technically impractical and recommends replacing the unit with a new, high-efficiency YORK 192-ton air-cooled chiller.

JCI's proposal includes removal and disposal of the failed equipment; installation of the new chiller; required mechanical and electrical connections and modifications; integration with the existing building automation system; startup, commissioning, and operational testing; and staff training and closeout documentation. The quoted cost for the chiller replacement is $285,705.33. To support continued facility operations while the permanent replacement is arranged and completed, JCI has also provided a separate not-to-exceed quote of $35,000.00 for a temporary mobile chiller, including related materials and labor.

The total additional funding requested is $320,705.33, consisting of $285,705.33 for replacement of the existing chiller and up to $35,000.00 for the temporary mobile chiller. Both proposals are provided under the City's contract RFP-W-1633. The quotes identify certain exclusions, including major structural, roofing, and steel work, and indicate that traffic management services are not included. JCI will coordinate the street closure with City Facilities and is relying on Warren Police Department assistance for traffic management.

The failure of this critical cooling equipment creates an urgent need to restore reliable chilled-water service and minimize disruption to Warren Community Center operations. The replacement will also address the risks associated with the existing unit's age and condition and is expected to improve energy efficiency, reliability, and

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long-term maintainability. The Parks & Recreation Department does not have sufficient funds allocated in its current budget to cover this unanticipated emergency expense.

I respectfully request that this funding amendment be submitted to City Council for approval and that the additional $320,705.33 be added to the DDA budget so the City can proceed with the emergency chiller replacement and temporary cooling arrangements, subject to applicable purchasing and approval requirements.

The DDA Board approved the requested funding at its meeting of October 14, 2026, contingent on City Council's amending the DDA FY2027 Budget per the attached resolution. Per the attached resolution, Contractual Service funding (494-9494-80100) should be increased by $35,000 to provide for the mobile chiller and Capital Improvement funding (494-9494-97400) should be increased by $285,705 to fund the removal and disposal of the failed equipment and installation of the new, permanent chiller.

Please let me know if you require any additional information.

Sincerely,

Signed by:
Jason Spiller
50D775C484AE448...

Jason Spiller
Director, Parks & Recreation

Concurred,

DocuSigned by:
Mark Knapp
874B09CBFD6E4E8...

Mark Knapp
Assistant Controller

Concurred,

Signed by:
Craig Treppa
E610E2D7FFE5449...

Craig Treppa
Purchasing Agent

Approved

Signed by:
Lori M Stone
F040B73E57F248E...

Lori M. Stone
Mayor

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RESOLUTION AMENDING GENERAL APPROPRIATIONS

DDA FISCAL YEAR 2027 BUDGET

A _____ Meeting of the City Council of the City of Warren, County of Macomb, Michigan held _____, 2026, at 7:00 o'clock p.m. Eastern Daylight Savings Time in the Council Chambers of the Warren Community Center.

PRESENT: COUNCIL MEMBERS _____

_____

ABSENT: COUNCIL MEMBERS _____

_____

The following preamble and resolution were offered by Council Member _____, and supported by Council Member _____.

WHEREAS, the Parks & Recreation Director has indicated the need for emergency replacement of the Warren Community Center HVAC chiller, including temporary replacement with a mobile unit.

WHEREAS, the DDA Board concurred with request at its October 14, 2026, meeting.

WHEREAS, the Controller's Office has indicated the need to this Council to amend the Fiscal 2027 DDA budget to fund the requested replacement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for the Fiscal 2027 Budget, approves the additional appropriation of funds to the following budget lines in the Downtown Development Authority Fund in the total amount of $320,705, as follows:

Account Number	Account Title	Amount
Transfer to:		
494-9494-97400	Contractual Services – Mobile Chiller	$ 35,000
494-9494-97400	Capital Improvements – WCC HVAC Chiller	$285,705
Transfer from:		
494-0000-39000	Fund Balance	$320,705

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BE IT FURTHER RESOLVED that the City Council hereby revises the appropriations for the Downtown Development Authority Budget for Fiscal 2027 in the amount of $320,705.

AYES: COUNCIL MEMBERS _____

_____

NAYS: COUNCIL MEMBERS _____

_____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2026.

_____

MINDY MOORE

Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Warren City Council at its meeting held on _____.

_____

SONJA BUFFA

City Clerk

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Building Efficiency
Johnson Controls, Inc. 31831 Sherman Ave,
Madison Heights, MI

Date 10/14/2026

Mr. Dave Muzzarelli
www.cityofwarren.org

Project: Warren Community Center – Chiller Replacement Proposal
Site address: 5460 Arden Ave.
Warren, MI 48092

Johnson Controls is pleased to provide a proposal for the above stated project as follows:

Replacement of HVAC Chiller-101
Project consists of replacing the existing TRANE 185 Ton Air Cooled Chiller with a new high effcientcy 192 Ton Air Cooled Chiller.

Work in accordance with Warren Contract: RFP-W-1633

Executive Summary

The existing **TRANE 185-Ton Air-Cooled Chiller** has exceeded its expected useful service life and recently experienced a catastrophic mechanical and electrical failure. During operation, one of the compressors suffered an internal electrical arc event, causing extensive damage to the compressor and associated refrigeration and power components. Following investigation and assessment, the extent of damage has rendered the unit economically and technically impractical to repair. The risk of continued operation, potential system contamination, extended downtime, and lack of long-term reliability support justify complete equipment replacement.

To restore reliable cooling capacity and improve energy performance, it is recommended to replace the existing chiller with a new **high-efficiency YORK 192-Ton Air-Cooled Chiller**. The proposed replacement will provide increased cooling capacity, improved operational reliability, enhanced factory controls, reduced maintenance requirements, and significant energy savings compared to the existing equipment.

The new YORK chiller will be integrated into the existing chilled water system and electrical infrastructure with all necessary modifications to ensure a complete and fully operational installation. Upon completion, the owner will benefit from a modern cooling system designed to support facility operations with improved efficiency, reliability, and long-term maintainability.

Scope of Work

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Johnson Controls, Inc. 31831 Sherman Ave,
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Replacement of Existing TRANE 185-Ton Air-Cooled Chiller with New YORK 192-Ton High-Efficiency Air-Cooled Chiller

Project Overview

Provide all labor, supervision, equipment, rigging, materials, startup services, and project management required to remove the existing failed TRANE 185-ton air-cooled chiller and furnish and install one new YORK 192-ton high-efficiency air-cooled chiller.

1. Demolition and Equipment Removal

- Recover and dispose of existing refrigerant in accordance with all applicable EPA regulations.
- Isolate and disconnect existing electrical power, control wiring, chilled water piping, and ancillary connections.
- Remove the existing TRANE 185-ton air-cooled chiller from service.
- Provide crane and rigging services required for safe removal of existing equipment.
- Transport and properly dispose of retired equipment in accordance with local, state, and federal requirements.

2. New Equipment Installation

- Furnish one (1) new YORK 192-ton high-efficiency air-cooled chiller complete with factory-mounted controls and standard accessories.
- Deliver and position chiller on existing equipment pad or provide minor pad modifications as required.
- Verify structural adequacy of existing support surface prior to installation.
- Install equipment in accordance with manufacturer recommendations and industry standards.

3. Mechanical Scope

- Reconnect existing chilled water supply and return piping to new equipment.
- Modify piping as required to accommodate dimensional differences between existing and new equipment.
- Install new flexible connectors, isolation valves, fittings, pipe supports, and vibration isolation devices as required.
- Replace or modify piping insulation disturbed during construction.
- Pressure test all modified piping systems.
- Fill, vent, and commission the chilled water system following installation.

4. Electrical Scope

- Disconnect and remove existing power and control connections serving the failed chiller.
- Inspect existing electrical feeders and overcurrent protection for compatibility with the new chiller's electrical requirements.
- Modify electrical infrastructure as required.

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- Install new power terminations, control wiring, and communication connections.
- Verify proper grounding and bonding of all equipment.
- Perform electrical startup checks and operational testing.

5. Controls Integration

- Integrate the new YORK chiller into the existing Building Automation System (BAS).
- Configure and verify operating points, alarms, status monitoring, and temperature controls.
- Perform point-to-point verification and communication testing.
- Coordinate controls integration with facility operations personnel.

6. Startup and Commissioning

- Coordinate factory-authorized YORK technician startup.
- Perform complete operational testing of the chiller under load conditions as available.
- Verify refrigerant circuits, compressor operation, condenser fan operation, safety controls, and system performance.
- Document operating conditions and startup data.
- Correct installation deficiencies identified during commissioning.

7. Training and Closeout

- Provide owner training covering operation, maintenance requirements, alarm response, and routine inspections.
- Provide equipment operation and maintenance manuals.
- Deliver startup reports, warranty documentation, and as-built documentation upon project completion.

Exclusions

Unless specifically noted otherwise, the following are excluded from this scope:

- Major structural modifications.
- Utility service upgrades beyond the immediate equipment connection point.
- Hazardous material abatement.
- Replacement of existing chilled water pumps.
- Replacement of distribution piping outside of the equipment connection area.
- Building automation system upgrades beyond required chiller integration.

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Madison Heights, MI

- Architectural or roofing repairs beyond those directly impacted by equipment replacement activities.

Benefits of Proposed Replacement

- Restores reliable chilled water production following catastrophic chiller failure.
- Eliminates risks associated with aging and obsolete equipment.
- Improves energy efficiency and reduces operating costs.
- Enhances system reliability and occupant comfort.
- Reduces maintenance expenses and unplanned downtime.
- Provides manufacturer warranty coverage and long-term parts availability.
- Increases facility resiliency through modern controls and diagnostics.

Replacement of Air Cooled Chiller…….. ..... ***$285,705.33***

Clarifications & Exclusions:

- All work to be performed during a combination of normal and overtime working hours, unless otherwise specified. Path under crane lift must be cleared of individuals so that is why this project is being proposed on a combination of straight and overtime labor.
- JCI to coordinate street “block off” with City of Warren Facilities. Currently there is no provisions or cost in this proposal to utilize Traffic Management of a similar company. JCI is relying on Warren PD for traffic management assistance.
- Roofing and Steel Work of any kind not included unless otherwise specified.
- Proposal includes only scope of work indicated above.
- Proposal does not include new remote enunciators or fire alarm panel termination or programming.
- Proposal does not currently include cutting, coring, painting, patching, structural steel or roof work.

If you should have any further questions, please call Luke Mills (248) 410-7772.

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Building Efficiency

Building Efficiency Johnson Controls, Inc.
31831 Sherman Ave,
Madison Heights, MI

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the reverse side hereof.)

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

Purchaser - Company Name

Signature

This budget proposal is valid 30 days from:

September 9th, 2026

JOHNSON CONTROLS, INC.

Signature

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Johnson Controls, Inc.
31831 Sherman Ave,
Madison Heights, MI

Name: _____ **Name: Luke Mills**

Title: _____ **Title: Account Executive**

Date:

If you should have any further questions, please call Luke Mills (248) 410-7772.

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the reverse side hereof.)

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

Purchaser - Company Name

_____

Signature

This budget proposal is valid until:

9/26/2026

JOHNSON CONTROLS, INC.

_____

Signature

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Johnson Controls

Building Efficiency

Name: _____ **Name: Luke Mills**

Title: _____ **Title: Account Executive**

Date:

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Johnson Controls, Inc.
31831 Sherman Ave,
Madison Heights, MI

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress-based billing can also include any services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due NET 30 days from the date of the invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms.

Schedule of Values	
Description of Work	%
Deposit	40%
Mobilization\Engineering	10%
Material	20%
Installation	20%
Commissioning	10%
*To be mutually agreed upon in writing at a later date	

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JC is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

☐**No:** This signed contract satisfies requirement ☐**Yes:** Please reference this PO Number

AR Invoices are accepted via e-mail: ☐**YES:** E-mail address to be used:

☐**NO:** Please submit invoices via mail

☐**NO:** Please submit via

Deposit Invoice accepted (_____%):

☐**No:** ☐**Yes:**

Standard Terms and Conditions – U.S.A. and Canada

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Building Efficiency

TERMS AND CONDITIONS DEFINITIONS (REV 10/25)

"JC" or "Johnson Controls" shall mean Johnson Controls Building Solutions, LLC for services performed in the U.S.A. and Johnson Controls Canada LP for services performed in Canada. These terms and conditions are an integral part of JC's offer and form the basis of any agreement (the "Agreement") resulting from JC's proposal for the goods and/or services described. By accepting services performed by JC, Customer agrees to be bound by the following terms and conditions:

DIGITAL ENABLED SERVICES mean services provided hereunder that employ JC software and related equipment installed at Purchaser facilities and JC cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

CONTRACT PRICE means the price that Customer shall pay to JC for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

Johnson Controls, Inc. **EQUIPMENT FAILURE** means the failure, under normal and expected working conditions, of moving

31831 Sherman parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

Ave, Madison Heights, MI

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JC that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JC's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JC recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JC pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. **JC'S SERVICES FOR COVERED EQUIPMENT**

1. **BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

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2. **PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JC will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JC will then advise Customer if JC finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JC will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JC's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JC to perform the work identified as necessary by JC, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JC's recommended repairs or proceed with the modified PREMIUM COVERAGE, JC reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. **EXTENDED SERVICE** means Services performed outside JC's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.
4. **REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES.** If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JC with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JC's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JC with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JC of such changes as soon as possible. JC/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JC nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

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Building Efficiency

Johnson Controls, Inc.

31831 Sherman Ave,

Madison Heights, MI

5. **CUSTOMER SERVICE INFORMATION PORTAL.** Customer may be able to utilize JC's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. **OUT OF SCOPE SERVICES** If, during any Service Visit, JC detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JC may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JC to repair such Out of Scope Defect, or if JC otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JC to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JC's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JC to repair such Out of Scope Defect, Customer shall defend and indemnify JC from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JC at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "**Customer Terms**"), which Customer Terms are incorporated into this Agreement by this reference.

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Johnson Controls

A copy of the Customer Terms currently in effect is found at www.johnsoncontrols.com/customerterms.

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Johnson Controls, Inc. 31831 Sherman Ave,
Madison Heights, MI

C. **EXCLUSIONS**

JC's Services and warranty obligations expressly exclude:

(a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
(b) disposal of hazardous wastes (except as otherwise expressly provided herein);
(c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JC. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
(d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
(e) the furnishing of materials and supplies for painting or refinishing equipment;
(f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
(g) replacement of obsolete parts; and
(h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:

- abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JC;
- equipment not covered by this Agreement or attachments made to Covered Equipment;
- acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to

JC as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from

Customer's previous denial of JC access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JC in writing;

- use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
- site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
- the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- issues or failures not specifically covered by this Agreement; or
- occurrences beyond JC's reasonable control and without JC's fault or negligence.

D. **PAYMENT TERMS; PRICE ADJUSTMENTS**

Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due thirty (30) days from the date of the invoice, which shall be paid by Customer via electronic delivery via EFT/ACH . Such payment is a condition precedent to JC's obligation to perform Services under the Agreement. Any invoice disputes are waived unless identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed

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amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure by Customer to make payment in full when due is a material breach of this Agreement. Work performed on a time and material basis shall be at the then-prevailing JC rate for material, labor, and related items, in effect at the time supplied under this Agreement.

Customer shall provide financial information requested by JC to verify Customer's ability to pay for goods or Services. If Customer fails to provide financial information or if JC, in its sole discretion determ reasonable grounds exist to question Customer's ability or willingness to make payments whe making payments when due, late payments, or a reduction in Customer's credit score), JC ma shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies JC may have against Customer. JC shall provide Customer with advance written notice of changes to payment terms. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to company and will give JC, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JC's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JC's costs of collection, including (1) actual out of pocket expenses and charge Customer actual costs, plus a collection fee of twentyfive percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JC's election to continue providing future services does not, in any way diminish JC's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JC shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JC otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JC's efforts to collect payment. Customer shall immediately notify JC in writing and explain the basis of the dispute. Customer will pay all of JC's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

This Agreement is entered into with the understanding that the Services to be provided by JC are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the Services to be provided by JC, JC reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. JC may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to JC and the applicable taxing authorities. If JC is required to pay any such Taxes or other charges, Customer shall reimburse JC on demand. If any such exemption certificate is invalid, then Customer will immediately pay JC the amount of the Taxes, plus penalties and interest. Prices may be adjusted by JC prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

If this Agreement is renewed, JC will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least sixty (60) days prior to the start of the Renewal Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by JC, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the JC's proposal or quotation, to reflect any increase in JC's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or i ncreases in law, labor, taxes, duties, tariffs or quotas, acts of

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Johnson Controls, government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. If the actual Inc.

31831 Sherman Ave, number of devices installed or services to be performed is greater than that set forth in this Agreement, the

Madison Heights, MI price will be increased accordingly. If this Agreement extends beyond one year, Johnson Controls may increase prices upon notice to the Customer.

E. WARRANTIES

JC warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JC receives written notice of a breach of this warranty prior to the end of this warranty period, JC will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

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If JC installs or furnishes a piece of equipment under this Agreement, JC warrants that equipment labeled JC shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JC. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JC will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JC receives written notice of a breach of this warranty prior to the end of this warranty period, JC will repair or replace (at JC's option) the defective equipment. These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JC, or if JC serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JC's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JC'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JC makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. **CUSTOMER OBLIGATIONS AND COMMITMENTS TO JC**

1. Customer warrants it has given JC all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:
   (1) operate the Covered Equipment according to the manufacturer's and/or JC's recommendations;
   (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JC;
   (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JC, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
   (4) notify JC immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
   (5) provide JC with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
   (6) allow JC to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JC can perform the Services required under this Agreement;
   (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
   (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
   (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
   (10) notify JC immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
   (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;

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(12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

(13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;

(14) refrain from causing false alarms, and reimburse JC for any fine, penalty, or fee paid by or assessed against JC by any governmental or municipal agency as a result thereof;

(15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JC secure Network access for pro services. Products networked, connected to the internet, or otherwise connected to computers c devices must be appropriately protected by Customer and/or end user against unauthorized acc

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

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2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JC is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JC of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JC shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JC for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. **INSURANCE**

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. **THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JC UNDER THIS AGREEMENT**. Customer hereby releases JC from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JC does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. **INDEMNITY**

JC and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JC shall be responsible for injury, damage, or loss only to the extent caused directly by JC's negligence or intentional misconduct. The obligations of JC and Customer under this section are further subject to sections I and K below.

I. **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JC AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JC PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS

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INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JC PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO $250,000. CUSTOMER UNDERSTANDS THAT JC IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JC SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

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J. **FORCE MAJEURE**

JC shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JC to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JC, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JC. If JC's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JC shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JC is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JC will be entitled to extend the relevant completion date by the amount of time that JC was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JC's cost to perform the services, Customer is obligated to reimburse JC for such increased costs, including, without limitation, costs incurred by JC for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JC in connection with the Force Majeure Event.

K. **ONE-YEAR CLAIMS LIMITATION; FORUM; CHOICE OF LAW**

JC shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Customers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JC and Customer hereby agree to waive their right to trial by jury.. In the event the matter is submitted to arbitration by JC, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If Company prevails in any collection action, Customer will pay all of JC's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

L. **TERM AND TERMINATION**

1. The Initial Term of this Agreement shall commence on the date of this Agreement and continue as set forth herein. The Initial Term of this Agreement is three (3) years. After the Initial Term, this Agreement shall automatically extend for successive terms equal to the same length as the Initial Term unless the Customer or JC gives written notice to the other that it does not want to renew at least sixty (60) days prior to the end of the

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then-current term (each a “Renewal Term”). The Initial Term and any Renewal Term may be referred to herein as the “Term.”

Customer agrees to issue and send a Purchase Order to JC at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a precondition to Renewal Term payments being due to JC. No Purchase Order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a Purchase Order.

2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JC’s Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
4. If JC’s performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JC or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer is in the business of providing the Services, JC may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer.
5. JC may terminate this Agreement and discontinue any Services if JC is unable to obtain or continue to support technologies, or for convenience upon forty-five (45) days written notice. JC will not be liable for any damages or subject to any penalty as a result of any such termination.
6. JC may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JC’s performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.
7. In the event JC is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that JC may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty.
8. JC may terminate this Agreement and discontinue any Service(s), if JC's central monitoring center (“CMC”) or remote operations center or either of their respective systems is substantially damaged by fire or catastrophe or if

   JC is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, JC's CMC or the Municipal Fire or Police Department or other first responder. If Customer fails to maintain any required licenses or permits, JC shall not be responsible for performing the services and may terminate the services without notice to Customer. JC may terminate the services immediately upon notice to the Customer if JC, in its sole discretion, determines that the Customer's premises are unsafe to be accessed by JC's employees or subcontractors. JC may terminate the services upon notice to the Customer, if Customer does not follow JC's recommendations for updates and upgrades to the equipment and systems.
9. Upon termination of this Agreement for any reason, Customer shall pay to JC all undisputed amounts owed through the date of termination within thirty (30) days of such termination. For termination prior to the end of the Term, Customer agrees to pay JC, in addition to any outstanding fees and charges for service(s) rendered prior to termination, 50% of the charges for services remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide JC with reasonable access to the premises to remove any JC property and to un-program any controls, intrusion, fire, or life safety system, as applicable.. Customer shall be liable for all fees, costs, and expenses that

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JC may incur in connection with the enforcement of this Agreement, including without limitation, reasonable Madison Heights, MI attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOAHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise

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-based paints, hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead biohazards such as but not limited to Legionella a nd asbestos-containing materials ("ACM"). Neither Customer nor JC desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JC will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JC Hazardous Materials") and for the remediation of any areas affected by the release of JC Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JC Hazardous Materials"), Customer shall supply JC with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JC's performance of the Services. If either Customer or JC becomes aware of or suspects the presence of Non-JC Hazardous Materials that may interfere with JC's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JC, Customer shall be responsible at its sole expense for removing and disposing of Non-JC Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the NonJC Hazardous Materials and must provide a certificate of abatement before JC will be obligated to perform or continue its Services, unless JC had actual knowledge that Non-JC Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JC shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JC's performance of the Services. Customer shall defend and indemnify JC against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JC will access and use Customer data to provide Services to Customer. Except as set forth herein, JC will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JC and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JC a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JC shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JC'S INTELLECTUAL PROPERTY

JC shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and

(b) Know-How (defined below) employed by JC in the creation of the Deliverables or performance of the Services, whether known to JC prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JC and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JC. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JC in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL ENABLED SERVICES

Digital Enabled Services; Data. If JC provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system

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time series, and other data to JC's cloud-hosted software applications. Customer consents to and grants JC right to collect, ingest and use such data to enable JC and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JC products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance.

Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JC secure Network access for providing its Digital Enabled Services. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software

Terms (defined below) will govern such access and use.

JC DIGITAL SOLUTIONS

JC Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JC's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JC General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JC Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JC and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document . At the expiration of the

Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non- cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar

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days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will b e priced at JC's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

A. **PRIVACY**

1. **JC as Processor**: Where JC factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.
2. **JC as Controller:** JC will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JC's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges JC's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JC is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

B. **MISCELLANEOUS PROVISIONS**

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement is not assignable by the Customer except upon written consent of JC first being obtained. JC shall have the right to assign this

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Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JC, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JC.

3. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

4. This Agreement is the entire contract between JC and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

5. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JC, is hereby objected to and rejected.
6. JC supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 153. As to any customer order for a U.S. Government contract, JC will comply only with those mandatory flowdowns for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.
7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JC's performance of the Services or its pricing thereof, JC shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

ADDENDUM TO PSA TERMS AND CONDITIONS FOR MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. **Remote Monitoring of Alarm Signals.** If JC receives an emergency alarm signal at JC's ROC, JC shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JC shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JC, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JC, the personnel in such monitoring facilities are not the agents of JC, nor does JC assume any responsibility for the manner in which such signals are monitored or the response to such signal.
2. **Remote Monitoring Services Pricing.** Remote Monitoring Services shall be provided by JC if the Agreement includes a charge for such Service. If such Service is purchased, JC will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

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3. **Communications Media.** Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. **False/Unnecessary Alarms; Service Calls.** At JC's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JC for any costs incurred by JC in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JC. If an undue number of false alarms are received by JC, in addition to any other available remedies available to JC, JC may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JC the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JC to enter the Premises to turn off the audible device if JC is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JC its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JC to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JC or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JC if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. **Remote Monitoring of Video Monitoring Services.** During the Term, JC's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JC at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JC's absolute discretion and to such persons Customer has designated in writing to JC to receive notification of such alarm condition as set forth herein. . No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JC may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. **Inception and conclusion of service**. Video Monitoring shall be provided by JC if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

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b. **Customer Equipment.** Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JC's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services . The video system to be used by the Customer is intended to produce and transmit video images (the "**Video System Images**") of the Premises to the ROC (the "**Video System**"). JC makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JC in Video System and Video System Images, JC shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. **System Location.** The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JC has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. **Images.** Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JC and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her lik0065ness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JC agrees to make Video System Images available to Customer and upon their respective request. JC makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. **Video System Signals.** When a signal from the Video System is received, JC reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JC will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JC determines that an emergency condition exists, JC will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JC, or its designee. When a non-emergency signal is received, JC will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or nonemergency situation, the customer will need to make this request in writing. Customer authorizes and directs JC, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JC WILL NOT ARREST OR DETAIN ANY PERSON**.

f. **Recordings.** Customer consents to the tape recording of all telephonic communications between the Premises and JC. JC will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JC shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JC, or any of its officers, employees, representatives, agents, contractors, or any other third party in

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connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. **Risk of Loss is Customer's.** JC does not represent or warrant that the Services will detect or prevent the events they are intended to help detect or prevent including any burglary, holdup, fire or otherwise ("Detection Events"), or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to Customer's person or property, or the property of others, if such an event occurs. Neither JC nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to Detection Events, or the consequences therefrom. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose **NOTWITHSTANDING THE FOREGOING, IF JC SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO AN ACT OR OMISSION BY JC OR A FAILURE OF THE EQUIPMENT OR SERVICE IN ANY RESPECT, ITS LIABILITY WILL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR $1,000, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AND AS THE EXCLUSIVE REMEDY. THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, AND REGARDLESS OF LEGAL THEORY, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY OR FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS AGREEMENT. IF ANY THIRD PARTY, INCLUDING CUSTOMER'S SUBROGATING INSURER, MAKES A CLAIM OR FILES A LAWSUIT AGAINST JC IN ANY WAY RELATING TO THE EQUIPMENT OR SERVICES, CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS JC FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.**

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7. **JC'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JC'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IPPBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JC'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JC WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JC'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JC'S ROC. IF JC DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS**

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COMPATIBLE, JC WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JC RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JC'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED.
CUSTOMER ALSO UNDERSTANDS THAT IF JC DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JC WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JC AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JC'S ROC. JC WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JC MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES
THAT ANY DECISION TO USE A NON-APPROVED TELCO

SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JC. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

CUSTOMER ACCEPTANCE
In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer mayissue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

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Johnson Controls, Inc. 31831 Sherman Ave,
Madison Heights, MI

Date 10/14/2026

CITY OF WARREN

Mr. Dave Muzzarelli
www.cityofwarren.org

Project: Warren Community Center – Chiller Replacement Proposal
Site address: 5460 Arden Ave.
Warren, MI 48092

Johnson Controls is pleased to provide a proposal for the above stated project as follows:

Temporary mobile chiller for HVAC Chiller-101

Work in accordance with Warren Contract: RFP-W-1633

Executive Summary

Mobile Chiller and all related materials and labor Not to Exceed price:

Mobile Chiller NTE Quote…….. ……$35,000.00

Clarifications & Exclusions:

- All work to be performed during a combination of normal and overtime working hours, unless otherwise specified. Path under crane lift must be cleared of individuals so that is why this project is being proposed on a combination of straight and overtime labor.
- JCI to coordinate street "block off" with City of Warren Facilities. Currently there is no provisions or cost in this proposal to utilize Traffic Management of a similar company. JCI is relying on Warren PD for traffic management assistance.
- Roofing and Steel Work of any kind not included unless otherwise specified.
- Proposal includes only scope of work indicated above.
- Proposal does not include new remote enunciators or fire alarm panel termination or programming.
- Proposal does not currently include cutting, coring, painting, patching, structural steel or roof work.

If you should have any further questions, please call Luke Mills (248) 410-7772.

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Johnson Controls
Madison Heights, MI

Building Efficiency Johnson Controls, Inc.
31831 Sherman Ave,

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the reverse side hereof.)

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

Purchaser - Company Name

_____

Signature

This budget proposal is valid 30 days from:

September 9th, 2026

JOHNSON CONTROLS, INC.

_____

Signature

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Johnson Controls

Building Efficiency

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31831 Sherman Ave,
Madison Heights, MI

Name: _____ **Name: Luke Mills**

Title: _____ **Title: Account Executive**

Date:

If you should have any further questions, please call Luke Mills (248) 410-7772.

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the reverse side hereof.)

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

Purchaser - Company Name

_____

Signature

This budget proposal is valid until:

9/26/2026

JOHNSON CONTROLS, INC.

_____

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Signature

Name: _____

Title: _____

Date:

Name: Luke Mills

Title: Account Executive

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Madison Heights, MI

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress-based billing can also include any services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due NET 30 days from the date of the invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms.

Schedule of Values	
Description of Work	%
Deposit	40%
Mobilization\Engineering	10%
Material	20%
Installation	20%
Commissioning	10%
*To be mutually agreed upon in writing at a later date	

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JC is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

☐**No:** This signed contract satisfies requirement ☐**Yes:** Please reference this PO Number

AR Invoices are accepted via e-mail: ☐**YES:** E-mail address to be used:

☐**NO:** Please submit invoices via mail

☐**NO:** Please submit via

Deposit Invoice accepted (_____%):

☐**No:** ☐**Yes:**

Standard Terms and Conditions – U.S.A. and Canada

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TERMS AND CONDITIONS DEFINITIONS (REV 10/25)

"JC" or "Johnson Controls" shall mean Johnson Controls Building Solutions, LLC for services performed in the U.S.A. and Johnson Controls Canada LP for services performed in Canada. These terms and conditions are an integral part of JC's offer and form the basis of any agreement (the "Agreement") resulting from JC's proposal for the goods and/or services described. By accepting services performed by JC, Customer agrees to be bound by the following terms and conditions:

DIGITAL ENABLED SERVICES mean services provided hereunder that employ JC software and related equipment installed at Purchaser facilities and JC cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

CONTRACT PRICE means the price that Customer shall pay to JC for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

Johnson Controls, Inc. **EQUIPMENT FAILURE** means the failure, under normal and expected working conditions, of moving

31831 Sherman parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

Ave, Madison Heights, MI

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JC that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JC's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JC recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JC pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. **JC'S SERVICES FOR COVERED EQUIPMENT**

1. **BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

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2. **PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JC will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JC will then advise Customer if JC finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JC will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JC's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JC to perform the work identified as necessary by JC, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JC's recommended repairs or proceed with the modified PREMIUM COVERAGE, JC reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. **EXTENDED SERVICE** means Services performed outside JC's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.
4. **REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES.** If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JC with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JC's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JC with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JC of such changes as soon as possible. JC/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JC nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

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5. **CUSTOMER SERVICE INFORMATION PORTAL.** Customer may be able to utilize JC's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. **OUT OF SCOPE SERVICES** If, during any Service Visit, JC detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JC may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JC to repair such Out of Scope Defect, or if JC otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JC to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JC's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JC to repair such Out of Scope Defect, Customer shall defend and indemnify JC from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JC at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "**Customer Terms**"), which Customer Terms are incorporated into this Agreement by this reference.

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Johnson Controls

A copy of the Customer Terms currently in effect is found at www.johnsoncontrols.com/customerterms.

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C. **EXCLUSIONS**

JC's Services and warranty obligations expressly exclude:

(a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
(b) disposal of hazardous wastes (except as otherwise expressly provided herein);
(c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JC. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
(d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
(e) the furnishing of materials and supplies for painting or refinishing equipment;
(f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
(g) replacement of obsolete parts; and
(h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:

- abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JC;
- equipment not covered by this Agreement or attachments made to Covered Equipment;
- acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to

JC as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from

Customer's previous denial of JC access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JC in writing;

- use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
- site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
- the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- issues or failures not specifically covered by this Agreement; or
- occurrences beyond JC's reasonable control and without JC's fault or negligence.

D. **PAYMENT TERMS; PRICE ADJUSTMENTS**

Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due thirty (30) days from the date of the invoice, which shall be paid by Customer via electronic delivery via EFT/ACH . Such payment is a condition precedent to JC's obligation to perform Services under the Agreement. Any invoice disputes are waived unless identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed

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amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure by Customer to make payment in full when due is a material breach of this Agreement. Work performed on a time and material basis shall be at the then-prevailing JC rate for material, labor, and related items, in effect at the time supplied under this Agreement.

Customer shall provide financial information requested by JC to verify Customer's ability to pay for goods or Services. If Customer fails to provide financial information or if JC, in its sole discretion determ reasonable grounds exist to question Customer's ability or willingness to make payments whe making payments when due, late payments, or a reduction in Customer's credit score), JC ma shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies JC may have against Customer. JC shall provide Customer with advance written notice of changes to payment terms. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to company and will give JC, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JC's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JC's costs of collection, including (1) actual out of pocket expenses and charge Customer actual costs, plus a collection fee of twentyfive percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JC's election to continue providing future services does not, in any way diminish JC's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JC shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JC otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JC's efforts to collect payment. Customer shall immediately notify JC in writing and explain the basis of the dispute. Customer will pay all of JC's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

This Agreement is entered into with the understanding that the Services to be provided by JC are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the Services to be provided by JC, JC reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. JC may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to JC and the applicable taxing authorities. If JC is required to pay any such Taxes or other charges, Customer shall reimburse JC on demand. If any such exemption certificate is invalid, then Customer will immediately pay JC the amount of the Taxes, plus penalties and interest. Prices may be adjusted by JC prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

If this Agreement is renewed, JC will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least sixty (60) days prior to the start of the Renewal Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by JC, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the JC's proposal or quotation, to reflect any increase in JC's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or i ncreases in law, labor, taxes, duties, tariffs or quotas, acts of

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Johnson Controls, government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. If the actual Inc.

31831 Sherman Ave, number of devices installed or services to be performed is greater than that set forth in this Agreement, the

Madison Heights, MI price will be increased accordingly. If this Agreement extends beyond one year, Johnson Controls may increase prices upon notice to the Customer.

E. WARRANTIES

JC warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JC receives written notice of a breach of this warranty prior to the end of this warranty period, JC will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

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If JC installs or furnishes a piece of equipment under this Agreement, JC warrants that equipment labeled JC shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JC. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JC will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JC receives written notice of a breach of this warranty prior to the end of this warranty period, JC will repair or replace (at JC's option) the defective equipment. These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JC, or if JC serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JC's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JC'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JC makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. **CUSTOMER OBLIGATIONS AND COMMITMENTS TO JC**

1. Customer warrants it has given JC all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:
   (1) operate the Covered Equipment according to the manufacturer's and/or JC's recommendations;
   (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JC;
   (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JC, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
   (4) notify JC immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
   (5) provide JC with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
   (6) allow JC to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JC can perform the Services required under this Agreement;
   (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
   (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
   (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
   (10) notify JC immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
   (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;

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(12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

(13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;

(14) refrain from causing false alarms, and reimburse JC for any fine, penalty, or fee paid by or assessed against JC by any governmental or municipal agency as a result thereof;

(15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JC secure Network access for pro services. Products networked, connected to the internet, or otherwise connected to computers c devices must be appropriately protected by Customer and/or end user against unauthorized acc

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

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2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JC is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JC of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JC shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JC for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. **INSURANCE**

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. **THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JC UNDER THIS AGREEMENT**. Customer hereby releases JC from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JC does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. **INDEMNITY**

JC and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JC shall be responsible for injury, damage, or loss only to the extent caused directly by JC's negligence or intentional misconduct. The obligations of JC and Customer under this section are further subject to sections I and K below.

I. **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JC AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JC PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS

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INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JC PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO $250,000. CUSTOMER UNDERSTANDS THAT JC IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JC SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

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J. **FORCE MAJEURE**

JC shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JC to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JC, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JC. If JC's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JC shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JC is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JC will be entitled to extend the relevant completion date by the amount of time that JC was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JC's cost to perform the services, Customer is obligated to reimburse JC for such increased costs, including, without limitation, costs incurred by JC for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JC in connection with the Force Majeure Event.

K. **ONE-YEAR CLAIMS LIMITATION; FORUM; CHOICE OF LAW**

JC shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Customers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JC and Customer hereby agree to waive their right to trial by jury.. In the event the matter is submitted to arbitration by JC, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If Company prevails in any collection action, Customer will pay all of JC's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

L. **TERM AND TERMINATION**

1. The Initial Term of this Agreement shall commence on the date of this Agreement and continue as set forth herein. The Initial Term of this Agreement is three (3) years. After the Initial Term, this Agreement shall automatically extend for successive terms equal to the same length as the Initial Term unless the Customer or JC gives written notice to the other that it does not want to renew at least sixty (60) days prior to the end of the

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then-current term (each a “Renewal Term”). The Initial Term and any Renewal Term may be referred to herein as the “Term.”

Customer agrees to issue and send a Purchase Order to JC at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a precondition to Renewal Term payments being due to JC. No Purchase Order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a Purchase Order.

2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JC’s Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
4. If JC’s performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JC or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer is in the business of providing the Services, JC may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer.
5. JC may terminate this Agreement and discontinue any Services if JC is unable to obtain or continue to support technologies, or for convenience upon forty-five (45) days written notice. JC will not be liable for any damages or subject to any penalty as a result of any such termination.
6. JC may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JC’s performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.
7. In the event JC is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that JC may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty.
8. JC may terminate this Agreement and discontinue any Service(s), if JC's central monitoring center (“CMC”) or remote operations center or either of their respective systems is substantially damaged by fire or catastrophe or if

   JC is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, JC's CMC or the Municipal Fire or Police Department or other first responder. If Customer fails to maintain any required licenses or permits, JC shall not be responsible for performing the services and may terminate the services without notice to Customer. JC may terminate the services immediately upon notice to the Customer if JC, in its sole discretion, determines that the Customer's premises are unsafe to be accessed by JC's employees or subcontractors. JC may terminate the services upon notice to the Customer, if Customer does not follow JC's recommendations for updates and upgrades to the equipment and systems.
9. Upon termination of this Agreement for any reason, Customer shall pay to JC all undisputed amounts owed through the date of termination within thirty (30) days of such termination. For termination prior to the end of the Term, Customer agrees to pay JC, in addition to any outstanding fees and charges for service(s) rendered prior to termination, 50% of the charges for services remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide JC with reasonable access to the premises to remove any JC property and to un-program any controls, intrusion, fire, or life safety system, as applicable.. Customer shall be liable for all fees, costs, and expenses that

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JC may incur in connection with the enforcement of this Agreement, including without limitation, reasonable Madison Heights, MI attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOAHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise

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-based paints, hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead biohazards such as but not limited to Legionella a nd asbestos-containing materials ("ACM"). Neither Customer nor JC desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JC will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JC Hazardous Materials") and for the remediation of any areas affected by the release of JC Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JC Hazardous Materials"), Customer shall supply JC with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JC's performance of the Services. If either Customer or JC becomes aware of or suspects the presence of Non-JC Hazardous Materials that may interfere with JC's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JC, Customer shall be responsible at its sole expense for removing and disposing of Non-JC Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the NonJC Hazardous Materials and must provide a certificate of abatement before JC will be obligated to perform or continue its Services, unless JC had actual knowledge that Non-JC Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JC shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JC's performance of the Services. Customer shall defend and indemnify JC against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JC will access and use Customer data to provide Services to Customer. Except as set forth herein, JC will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JC and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JC a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JC shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JC'S INTELLECTUAL PROPERTY

JC shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and

(b) Know-How (defined below) employed by JC in the creation of the Deliverables or performance of the Services, whether known to JC prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JC and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JC. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JC in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL ENABLED SERVICES

Digital Enabled Services; Data. If JC provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system

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time series, and other data to JC's cloud-hosted software applications. Customer consents to and grants JC right to collect, ingest and use such data to enable JC and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JC products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance.

Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JC secure Network access for providing its Digital Enabled Services. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software

Terms (defined below) will govern such access and use.

JC DIGITAL SOLUTIONS

JC Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JC's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JC General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JC Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JC and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document . At the expiration of the

Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non- cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar

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days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will b e priced at JC's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

A. **PRIVACY**

1. **JC as Processor**: Where JC factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.
2. **JC as Controller:** JC will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JC's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges JC's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JC is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

B. **MISCELLANEOUS PROVISIONS**

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement is not assignable by the Customer except upon written consent of JC first being obtained. JC shall have the right to assign this

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Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JC, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JC.

3. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

4. This Agreement is the entire contract between JC and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

5. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JC, is hereby objected to and rejected.
6. JC supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 153. As to any customer order for a U.S. Government contract, JC will comply only with those mandatory flowdowns for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.
7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JC's performance of the Services or its pricing thereof, JC shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

ADDENDUM TO PSA TERMS AND CONDITIONS FOR MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. **Remote Monitoring of Alarm Signals.** If JC receives an emergency alarm signal at JC's ROC, JC shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JC shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JC, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JC, the personnel in such monitoring facilities are not the agents of JC, nor does JC assume any responsibility for the manner in which such signals are monitored or the response to such signal.
2. **Remote Monitoring Services Pricing.** Remote Monitoring Services shall be provided by JC if the Agreement includes a charge for such Service. If such Service is purchased, JC will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

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3. **Communications Media.** Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. **False/Unnecessary Alarms; Service Calls.** At JC's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JC for any costs incurred by JC in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JC. If an undue number of false alarms are received by JC, in addition to any other available remedies available to JC, JC may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JC the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JC to enter the Premises to turn off the audible device if JC is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JC its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JC to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JC or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JC if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. **Remote Monitoring of Video Monitoring Services.** During the Term, JC's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JC at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JC's absolute discretion and to such persons Customer has designated in writing to JC to receive notification of such alarm condition as set forth herein. . No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JC may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. **Inception and conclusion of service**. Video Monitoring shall be provided by JC if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

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b. **Customer Equipment.** Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JC's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services . The video system to be used by the Customer is intended to produce and transmit video images (the "**Video System Images**") of the Premises to the ROC (the "**Video System**"). JC makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JC in Video System and Video System Images, JC shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. **System Location.** The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JC has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. **Images.** Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JC and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her lik0065ness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JC agrees to make Video System Images available to Customer and upon their respective request. JC makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. **Video System Signals.** When a signal from the Video System is received, JC reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JC will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JC determines that an emergency condition exists, JC will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JC, or its designee. When a non-emergency signal is received, JC will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or nonemergency situation, the customer will need to make this request in writing. Customer authorizes and directs JC, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JC WILL NOT ARREST OR DETAIN ANY PERSON**.

f. **Recordings.** Customer consents to the tape recording of all telephonic communications between the Premises and JC. JC will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JC shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JC, or any of its officers, employees, representatives, agents, contractors, or any other third party in

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connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. **Risk of Loss is Customer's.** JC does not represent or warrant that the Services will detect or prevent the events they are intended to help detect or prevent including any burglary, holdup, fire or otherwise ("Detection Events"), or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to Customer's person or property, or the property of others, if such an event occurs. Neither JC nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to Detection Events, or the consequences therefrom. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose **NOTWITHSTANDING THE FOREGOING, IF JC SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO AN ACT OR OMISSION BY JC OR A FAILURE OF THE EQUIPMENT OR SERVICE IN ANY RESPECT, ITS LIABILITY WILL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR $1,000, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AND AS THE EXCLUSIVE REMEDY. THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, AND REGARDLESS OF LEGAL THEORY, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY OR FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS AGREEMENT. IF ANY THIRD PARTY, INCLUDING CUSTOMER'S SUBROGATING INSURER, MAKES A CLAIM OR FILES A LAWSUIT AGAINST JC IN ANY WAY RELATING TO THE EQUIPMENT OR SERVICES, CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS JC FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.**

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7. **JC'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JC'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IPPBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JC'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JC WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JC'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JC'S ROC. IF JC DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS**

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COMPATIBLE, JC WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JC RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JC'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED.
CUSTOMER ALSO UNDERSTANDS THAT IF JC DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JC WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JC AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JC'S ROC. JC WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JC MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES
THAT ANY DECISION TO USE A NON-APPROVED TELCO

SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JC. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

CUSTOMER ACCEPTANCE
In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer mayissue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

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