

ELDRIDGE ELECTRIC AND WATER UTILITY BOARD

March 24th, 2026 – 5:00 pm
City Hall, 305 N. 3rd Street

CANCELED

1. Call to Order
2. Public Comment
3. Approval of Agenda
4. Approval of Utility Board Minutes from March 3rd, 2026

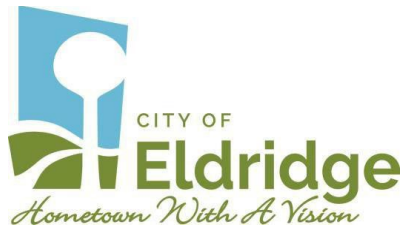
5. Financial & Administrative
 - A. Consideration to Approve Bills Payable
 - B. Department Update

6. Electric Department
 - A. Outages
 - B. Department Update – Collin Wilson

7. Water Department
 - A. Water Main Breaks
 - B. Water Test Results
 - C. Discussion and consideration to approve sales agreement with Johnson Controls to install IP/Cell communicator
 - D. Department Update – Cegan Long

8. Adjournment

NEXT REGULAR MEETING: Tuesday, April 7th, 2026, at 5:00 pm



ELDRIDGE ELECTRIC AND WATER UTILITY BOARD

The regular meeting of the Board of Trustees of the Eldridge Electric and Water Utility Board was called to order at 5:00pm on 3/3/2026, at Eldridge City Hall.

The board members present were Michael Bristley, Jeff Hamilton, and Jeff Hedrington. Mark Goodding, and Abby Petersen were Absent. Also present were Gage Lane, Sadie Wagner, Collin Wilson, Cegan Long, Nevada Lemke, Ryan Iossi, and Steve Brush.

Public Comment – None

Hamilton Made Motion to Approve the Agenda. Second by Hedrington. All Ayes. Motion Carried.

Hamilton Made Motion to Approve the Utility Board Minutes from February 17th, 2026. Second By Hedrington. All Ayes. Motion Carried.

Hedrington Made Motion to Approve Bills Payable in the Amount Of \$469,913.46. Second By Hamilton. All Ayes. Motion Carried.

Hamilton Made Motion to Appoint Jeff Hedrington as Board Secretary. Second By Bristley. Roll Call- Hedrington (Aye) Hamilton (Aye) Bristley (Aye) Motion Carried.

Hamilton Made Motion to table consideration to approve AMI metering. Second by Hedrington. All Ayes. Motion Carried.

Hedrington Made Motion to move March 17th, 2026, Utility Board Meeting to March 24th, 2026. Second By Hamilton. All Ayes. Motion Carried.

Hedrington Made Motion to Approve the FY27 Budget for Water & Electric funds. Second By Hamilton. All Ayes. Motion Carried.

Department update from Sadie Wagner- Wagner & Wilson attended the Energy Conference for IAMU. She has also been working on compliance reporting and getting documentation over to Allen Bonderman for the Attachment O.

Outages- call came in at 11:53am. 85 total meters affected. Power Back On 12:55pm.

Hamilton Made Motion to Approve Resolution 2026-02 E&W Electric Reliability Plan. Second By Hedrington. Roll Call- Hedrington (Aye) Hamilton (Aye) Bristley (Aye) Motion Carried.

Hedrington Made Motion to approve Resolution 2026-01 E&W Approving Restated and Amended CMMPA Participant Agreement. Second By Hamilton. Roll Call- Hedrington (Aye) Hamilton (Aye) Bristley (Aye) Motion Carried.

Department Update from Collin Wilson- tree trimming has started, pole change at 551 W Price St., crews have been working on new installs.

Water Main Breaks- one at 613 n 8th St. water was back on and repaired by 5:55pm.

February Water Test Results All Passed.

Hamilton Made Motion to approve the amended Fellner's Addition Road Project. Second By Hedrington. All Ayes. Motion Carried.

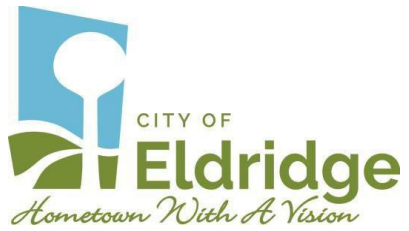
Discussion was had among the Revised language to Northway proposal to perform maintenance and repairs to Well #4. No Motion was made.

Hedrington Made Motion to approve KLM proposal to perform storage tank inspections at the Water Treatment Plant. Second By Hamilton. All Ayes. Motion Carried.

Hedrington Made Motion to approve the maintenance agreement with Altorfer to service the generator at the S 16th Avenue Water Tower. Second By Hamilton. All Ayes. Motion Carried.

Hamilton Made Motion to approve bulk agreements from ACCO. Second By Hedrington. All Ayes. Motion Carried.

Department update from Cegan Long- all chlorine cells have been installed. Petersen Heating & Plumbing



has received the new heater, and installation is scheduled to take place soon. Additionally, the crew continues to work on meter replacements throughout the system.

Motion by Hamilton to adjourn the meeting at 5:57pm. Second by Hedrington. All Ayes.

Sincerely,
Gage Lane
Utility Billing Clerk
Glane@cityofeldridgeia.org

CHECK #	DEPT	FUND	VENDOR	DECRPTION	AMOUNT
227384	ELECTRIC	630-5-820-6310	A & A AIR COND & REFRIGERATION INC	ICE MACHINE RENT	\$62.50
227385	ELECTRIC	630-5-820-6331	AGVANTAGE FS	DIESEL	\$1,331.75
227386	ELECTRIC	630-5-820-6411	AHLERS & COONEY P.C.	CMPAS CONTRACT	\$414.00
227387	ELECTRIC	630-5-820-6310	ALWAYS CLEAN LLC	CLEANING SERVICES	\$300.00
227388	ELECTRIC	630-5-820-6506	AMAZON CAPITAL SERVICES	DESK ORGANIZERS/FIBER REPAIR KIT	\$49.38
227388	ELECTRIC	630-5-820-6506	AMAZON CAPITAL SERVICES	DESK ORGANIZERS/FIBER REPAIR KIT	\$39.98
227388	ELECTRIC	630-5-820-6507	AMAZON CAPITAL SERVICES	DESK ORGANIZERS/FIBER REPAIR KIT	\$68.98
227389	ELECTRIC	630-5-820-6450	BONDERMAN, ALLEN J	MISO ATTACHMENT O FILINGS	\$2,450.00
227390	WATER	600-5-810-6506	CINTAS FIRST AID & SAFETY D89	MEDICINE CABINET	\$7.53
227391	WATER	600-5-810-6311	CLIMATE ENGINEERS-QC	HVAC MAINTENANCE	\$274.00
227391	WATER	600-5-810-6311	CLIMATE ENGINEERS-QC	OLD TOWER HEATER MAINTENANCE	\$498.00
227392	ELECTRIC	630-5-820-6413	COMMUNITY ACTION OF EASTERN IOWA	PROJECT SHARE	\$52.50
227393	ELECTRIC	630-5-820-6512	DITCH WITCH	SPRAY HOSE	\$139.99
227394	ELECTRIC	630-5-820-6507	DULTMEIER SALES	COUPLER & PLUG	\$13.80
227395	ELECTRIC	630-5-820-6414	EASTERN IOWA PUBLICATION LLC	UTILITY PUBLISHING	\$243.36
227396	WATER	600-5-810-6420	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC	ANNUAL SUBSCRIPTION	\$137.50
227396	ELECTRIC	630-5-820-6420	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC	ANNUAL SUBSCRIPTION	\$137.50
227397	ELECTRIC	630-5-820-6560	FLETCHER-REINHARDT CO.	INVENTORY	\$2,708.70
227398	WATER	600-5-810-6331	FOUR WINDS RECREATIONAL PRODUCTS INC	SEAT COVERS UNIT #301	\$345.00
227399	WATER	600-5-810-6501	J & R SUPPLY INC	CHLORINE CYLINDER SCALES & DISPLAY	\$10,261.13
227400	ELECTRIC	630-5-820-6507	MENARDS	OPERATING SUPPLIES	\$96.78
227401	ELECTRIC	630-5-820-6310	MERSCHMAN HARDWARE	PROPANE FILL	\$34.99
227401	WATER	600-5-810-6723	MERSCHMAN HARDWARE	EXTENSION CORDS FOR HEATERS	\$200.96
227402	WATER	600-5-810-6371	MIDAMERICAN ENERGY COMPANY	851N 1ST ST WELL 5	\$149.01
227402	WATER	600-5-810-6371	MIDAMERICAN ENERGY COMPANY	212 N 3RD ST	\$78.62
227402	WATER	600-5-810-6371	MIDAMERICAN ENERGY COMPANY	853 N 1ST GENERATOR	\$35.16
227402	WATER	600-5-810-6371	MIDAMERICAN ENERGY COMPANY	401 S 16TH AVE GENERATOR	\$16.16
227402	WATER	600-5-810-6371	MIDAMERICAN ENERGY COMPANY	503 W DONAHUE ST	\$552.99
227402	ELECTRIC	630-5-820-6371	MIDAMERICAN ENERGY COMPANY	120 E IOWA ST	\$664.08
227403	WATER	600-5-810-6331	NAPA AUTO PARTS	STOCK HYDRAULIC HOSE & FITTINGS	\$263.39
227403	ELECTRIC	630-5-820-6332	NAPA AUTO PARTS	STOCK HYDRAULIC HOSE & FITTINGS	\$263.39
227403	WATER	600-5-810-6331	NAPA AUTO PARTS	HYDROFITTING RESTOCK	\$171.92
227403	ELECTRIC	630-5-820-6332	NAPA AUTO PARTS	HYDROFITTING RESTOCK	\$171.92
227403	WATER	600-5-810-6331	NAPA AUTO PARTS	HEADLIGHT BULB UNIT #302	\$25.18
227404	ELECTRIC	630-5-820-6781	POWER LINE SUPPLY	POLES	\$18,891.00
227405	ELECTRIC	630-5-820-6332	REXCO EQUIPMENT INC.	TOUCH UP PAINT UNIT #683	\$20.54
227406	ELECTRIC	630-5-820-6605	SAMPSON FENCE COMPANY, INC	GATE & OPENER	\$5,962.50
227407	WATER	600-5-810-6373	SHARED IT INC	IT SERVICES	\$105.10
227407	ELECTRIC	630-5-820-6373	SHARED IT INC	IT SERVICES	\$105.10
227408	ELECTRIC	630-5-820-6560	STUART C IRBY CO	INVENTORY	\$914.85
227408	ELECTRIC	630-5-820-6507	STUART C IRBY CO	INVENTORY	\$622.74
227408	ELECTRIC	630-5-820-6560	STUART C IRBY CO	SWITCHES	\$1,492.65
227408	ELECTRIC	630-5-820-6507	STUART C IRBY CO	CANISTER	\$176.55
227409	WATER	600-5-810-6331	TITAN MACHINERY	SERVICE UNIT #348	\$619.85
227409	WATER	600-5-810-6331	TITAN MACHINERY	SERVICE PARTS UNIT #348	\$65.50
227410	WATER	600-5-810-6723	ULINE	LOCATES & MARKING MATERIALS	\$412.18
227411	ELECTRIC	630-5-820-6332	WASTE COMMISSION OF SCOTT COUNTY	DISPOSAL UNIT 683	\$67.00
227412	WATER	600-5-810-6408	CONTINENTAL WESTERN GROUP	INSURANCE	\$62.75
227412	ELECTRIC	630-5-820-6408	CONTINENTAL WESTERN GROUP	INSURANCE	\$188.25
227413	WATER	600-5-810-6408	THE CINCINNATI INSURANCE COMPANY	INSURANCE	\$717.20
227413	ELECTRIC	630-5-820-6408	THE CINCINNATI INSURANCE COMPANY	INSURANCE	\$1,506.12
DFT0000502	ELECTRIC	630-5-820-6508	FRANCOTYP-POSTALIA, INC.	POSTAGE MACHINE FUNDS	\$250.00
DFT0000504	WATER	600-5-810-6331	WEX BANK	FUEL	\$252.05
DFT0000504	ELECTRIC	630-5-820-6331	WEX BANK	FUEL	\$181.70
ACH	SPLIT	SPLIT	PAYROLL 3/12	PAYROLL 3/12	\$50,159.03
TOTAL:					\$105,032.81



COMMERCIAL SALES AGREEMENT

TOWN NO. 0154-ROCK ISLAND, IL

CUSTOMER NO. 102401686

JOB NO.

PO NO.

ESTIMATE NO. 1-9LWGMJR

DATE: 2/12/2026

Johnson Controls Security Solutions LLC ("Johnson Controls")
Oscar Nunez
682 High Point Ln,
East Peoria, IL 61611-9329
Tele. No.

Eldridge Electric and Water Utility
d/b/a: ("Customer")
Customer Billing Information
505 W Donahue St,
Eldridge, IA 52748
Attn: Cegan Long
Tele. No.

Customer Premises Served
505 W Donahue St,
Eldridge, IA 52748
Attn: Cegan Long
Tele. No.

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES: a. Equipment Installation. Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth herein. If the schedule of values includes an upfront installation deposit, it will be paid within 30 days of contract signing. Johnson Controls will not commence work until such deposit has been received. The remaining portion of the total installation charge for installation and commissioning will be progress billed monthly through completion of the job. Company progress-based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any predesign, engineering, installation work or Services. The proposed total installation charge is contingent upon Customer agreeing to these payment and invoicing terms. Any outstanding Installation Charges and/or fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Installation Charge and fees, and taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

b. Services. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid on a(n) Annual in advance, (the "Annual Service Charges"), Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year.

c. Term. The initial term of this agreement shall be 5 year(s) (the "Initial Term") and shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term this Agreement will automatically renew on a/an 5 year basis (A Renewal Term) unless the Customer or Johnson Controls gives written notice to the other that it does not want to renew at least sixty (60) days before the end of the then-current term (each a "Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term." If this Agreement is renewed, Johnson Controls will provide Customer with notice of any adjustments in the Charges, fees and/or taxes applicable to any Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to start of such Renewal Term, the adjusted Annual Service Charge will be the Annual Service Charge for the Renewal Term. Customer agrees to issue and send a purchase order to Johnson Controls at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Johnson Controls. 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. For termination prior to the end of the Term, Customer agrees to pay Johnson Controls, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Johnson Controls with reasonable access to the premises to remove any Johnson Controls 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 Johnson Controls may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

d. Pricing and Taxes. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to 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 Johnson Controls and the applicable taxing authorities. If Johnson Controls is required to pay any such Taxes or other charges, Customer shall reimburse Johnson Controls on demand. If any such exemption certificate is invalid, then Customer will immediately pay Johnson Controls the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Johnson Controls 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). Customer agrees to pay any fees or charges imposed by any government body, telephone, communication, or signal transmission company or administration fees or service charges assessed against or by Johnson Controls related to AHJ requirements and/or changes to applicable laws relating to the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement. This Agreement is entered into with the understanding that the Services to be provided by Johnson Controls 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 Johnson Controls, Johnson Controls 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. Customer shall provide financial information requested by Johnson Controls to verify Customer's ability to pay for goods or services. Work performed on a time and material basis shall be at the then-prevailing Johnson Controls rate for material, labor, and related items, in effect at the time supplied under this Agreement.

e. Invoicing. Pricing is based upon the billing and payment terms set forth in this Agreement. Fees and other amounts due hereunder are due thirty (30) days from the date of the invoice, which shall be paid by Customer via ACH/EFT. Such payment is a condition precedent to Johnson Controls' obligation to perform Services under the Agreement. Disputed invoices must be identified in writing by Customer within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. If Customer fails to provide financial information or if Johnson Controls, in its sole discretion has grounds to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Johnson Controls may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Johnson Controls may have against Customer. Johnson Controls shall provide Customer with advance written notice of changes to payment terms.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, SOW and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, SOW or other document issued by Customer. Any changes must be mutually agreed to in writing by the authorized representatives of the Customer and Johnson Controls. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF

APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]



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COMMERCIAL SALES AGREEMENT

TOWN NO. 0154-ROCK ISLAND, IL CUSTOMER NO. 102401686 JOB NO. PO NO. ESTIMATE NO. 1-9LWGMJR

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE _____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

CUSTOMER: _____

Presented by: _____ (Signature of Johnson Controls Sales Representative)

Accepted By: _____ (Signature of Customer's Authorized Representative)

Sales Agent: Oscar Nunez Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER ACCEPTANCE

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

PO is required to facilitate billing: NO: this signed contract satisfies Agreement

YES: Single PO Required for Initial Term

Annual PO Required

ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoice are accepted via e-mail: YES: Email address to be used: _____

NO: Please submit invoices via mail NO: Please submit via _____

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0154-ROCK ISLAND,
IL

CUSTOMER NO.
102401686

JOB NO.

PO NO.

ESTIMATE NO.
1-9LWGMJR

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION (“SOW”): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Johnson Controls Owned - Johnson Controls may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer’s premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Johnson Controls to collect any charges which have been accrued or may be accrued hereunder.

B. Services to be Provided (“Services”)

Alarm monitoring and Notification Services:

Burglar Alarm and Fire Alarm Monitoring PROVIDED, Monitoring with Additional Group Service PROVIDED, IP Daily Supervision / Cell Backup Services PROVIDED

Video Surveillance Services:

No Service Selected

Managed Access Control Services:

DataSource Access with Open and Close Logging PROVIDED

Video Equipment:

No Service Selected

Maintenance Service Plan; Preventive Maintenance/Inspection:

Expert Maintenance and 1 Fire Alarm Inspection PROVIDED

Additional Services:

Proactive Battery Replacement Service PROVIDED

C. Equipment to be Installed (“Equipment”): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer’s designated facility(ies). As used herein, “installation” means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer’s Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer’s Communications Facilities; and (vii) providing user-level training to Customer’s designated representative in the use of such Equipment.

Qty	Product Name	Location
1	IP/Cell communicator	Office area above the ceiling
1	Outdoor antenna kit	Office area
1	Wire for the outdoor antenna	From panel to outside
1	Battery	For panel
1	Ethernet cable for IP connection	From panel to IT closet
1	Programming	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$1,000.00
* Estimated Tax(es):	\$70.00
TOTAL INSTALLATION CHARGE:	\$1,070.00
Installation Deposit Amount:	\$600.00

Planned Monthly Progress Billing Schedule of Values	
Description	%
Deposit/Advance Payment/Mobilization	60%
Monthly Progress Billing (Installation/Commissioning)	40%

Planned Monthly Progress Billing w/ First Labor Applied	
First Labor Applied	20%
Demonstrated Use (if applicable)	10%
Final billing upon job completion	10%

E. Annual Service Charge:

Annual Service Charge Amount:	\$2,780.62
* Estimated Tax(es):	\$194.64
TOTAL ANNUAL SERVICE CHARGE:	\$2,975.26

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice. Any Additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

F. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Cegan Long (563)209-6573, clong@cityofeldridgeia.org

System Operation: To communicate to the central station via IP/Cell communication and to eliminate the use of phone lines

Programming Info: JCI will activate, program and test the IP/Cell communicator and will work with IT for network connection.

Site Conditions: This is an existing building with drop ceiling in the office area and brick building on the perimeter walls

Existing Equipment: N/A

Customer Expectations: The work will performed during regular business hours 8-5, M-F

Training Expectations: JCI will train the customer once the job is completed

General Comments: N/A

Customer Responsibilities / Johnson Controls Exclusions: The IT department will give JCI a network connection for internet use for primary source of communication

Documentation Needs: N/A

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If an alarm signal registers at Johnson Controls' alarm monitoring center ("CMC"), Johnson Controls will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at Johnson Controls' CMC, Johnson Controls at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, Johnson Controls shall endeavor to notify the appropriate Police/Fire Department. If a supervisory or trouble signal registers at Johnson Controls' CMC, Johnson Controls will endeavor to notify the Customer's designated representative. 2. If Customer has purchased alarm monitoring service that requires Police, Fire, Guard Response, or Medical Emergency Response/Notification or Two Way Voice monitoring services and such an alarm is received at Johnson Controls' CMC, then Johnson Controls may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If Johnson Controls fails to contact Customer or someone on Customer's ECL or, if Johnson Controls questions the response received upon such contact, then Johnson Controls will endeavor to notify the appropriate Police/Fire Department or other emergency response provider. If Guard Response Service is being provided, Johnson Controls will, for an alarm that requires Police response, endeavor to dispatch a Johnson Controls Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, Johnson Controls will endeavor to notify the appropriate Police Department. JOHNSON CONTROLS WILL NOT ARREST OR DETAIN ANY PERSON. Customer agrees that Johnson Controls will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any. 3. If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received by Johnson Controls, Johnson Controls will endeavor to notify Customer's designated representative. 4. If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, Johnson Controls will endeavor to contact such persons before Johnson Controls endeavors to notify the Police/Fire Department. 5. The System may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the System. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit Johnson Controls' ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. Customer understands that Johnson Controls may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000; default settings for "swinger shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at Johnson Controls' CMC; and/or other similar measures employed by Johnson Controls periodically in Johnson Controls' sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM. 6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by Johnson Controls, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. 7. Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 8. 5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed, an extension period to enable Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at Johnson Controls' CMC, Johnson Controls will not: respond to any signals, or endeavor to notify any authorities, Customer, or Customer's designated representative(s), or undertake any other action with regard to any signal, whether or not due to an actual emergency event. 9. Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of Johnson Controls. Johnson Controls does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 10. Parallel Protection Service. If Customer chooses a Johnson Controls approved cellular back-up service, alarm signals may be transmitted to Johnson Controls' CMC from Customer's premises over a cellular communications network if Customer's primary telephone service is interrupted.

A.2. Communication Facilities. (a) Authorization. To facilitate Johnson Controls' ability to provide Service under this Agreement, Johnson Controls may make requests for information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Johnson Controls' CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Johnson Controls will provide such connection at Customer's request and expense. (c) General. JOHNSON CONTROLS' RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JOHNSON CONTROLS CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO 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 TELECO 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 TELECO 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 TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, 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 JOHNSON CONTROLS' ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER JOHNSON CONTROLS' INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JOHNSON CONTROLS' CMC. IF JOHNSON CONTROLS DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, JOHNSON CONTROLS WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JOHNSON CONTROLS' CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JOHNSON CONTROLS DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN JOHNSON CONTROLS WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JOHNSON CONTROLS AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JOHNSON CONTROLS' CMC. JOHNSON CONTROLS WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO 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 TELECO SERVICE IS INTERRUPTED, AND THAT JOHNSON CONTROLS MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO 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 JOHNSON CONTROLS. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3.1 Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any

related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

A.3.3 Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4 Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). T/I Service performed outside of these hours is subject to additional charges.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8. Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9. Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

A.8. New York City Fire System. Intentionally left blank – covered system is not installed in NYC

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.

A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Intentionally left blank – Equipment has not been purchased.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.

A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.32. Embedded Resource Services. Intentionally left blank - Service have not been purchased.

A.33. Open Path System. Intentionally left blank - System or Service have not been purchased.

A.34. Open Eye Cloud Video Platform ("Open Eye Services"). Intentionally left blank - System or Service have not been purchased.

A.35. Sabre Systems Services. Intentionally left blank - System or Service have not been purchased.

A.36. Cantronics Telethermographic Device. Intentionally left blank - System or Service have not been purchased.

A.37. Digital Barriers Telethermographic System. Intentionally left blank - System or Service have not been purchased.
A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.
A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.
A.40. Illustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.
A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.
A.42. ZKTECO Temperature System. Intentionally left blank - System or Service have not been purchased.
A.43. Milestone Video Surveillance Equipment. Intentionally left blank - System or Service have not been purchased.
A.44. SES Mobile-Based Keyless Access Control System. Intentionally left blank - System or Service have not been purchased.
A.45. Solink Cloud Video Services. Intentionally left blank - System or Service have not been purchased.
A.46. Qolsys Panel. Intentionally left blank - Panel have not been purchased.
A.47. GuardRFID. Intentionally left blank - Panel have not been purchased.
A.48. Purchase and Subscription Services for Motorola Concealed Weapons Detection System. Intentionally left blank - Panel have not been purchased.
A.49. Installation and Subscription Services for Motorola Concealed Weapons Detection System. Intentionally left blank - Panel have not been purchased.
A.50. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.
B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.
3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.
4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls 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, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.
5. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JOHNSON CONTROLS, such as suggestions as to design use and suitability of the Equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JOHNSON CONTROLS is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the Equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JOHNSON CONTROLS are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.
C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to 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.
D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an

electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Johnson Controls nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls or its suppliers to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls and its suppliers arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls and/or one or more of its suppliers are found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, the liability of Johnson Controls and its suppliers shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' or its suppliers' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' or its suppliers' performance or nonperformance of their respective obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls or its suppliers in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls and its suppliers harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Johnson Controls or its suppliers, agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. 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. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors, suppliers and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Default; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and will give Johnson Controls, without prejudice to any other right or remedy, the right to, without notice, (a) 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 Johnson Controls' obligations under or terminate this Agreement and (b) to charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and a half percent (1.5%) per month or the maximum rate permitted under applicable law, until payment is made in full; and (c) pay all of Johnson Controls' costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five 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. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls 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 Johnson Controls 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 Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 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. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement, or the affected portions, and discontinue any Service(s), at its sole discretion, upon notice to Customer if: (a) Johnson Controls' central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the Equipment or System not covered under the Warranty or Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in System malfunction; (d) the premises in which the Equipment or System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls' performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, Equipment, or products (including component parts and/or materials) or because Johnson Controls or its supplier(s) has discontinued the manufacture or the sale of the Equipment and/or products or is no longer in the business of providing the Services; (f) Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes; (g) Customer fails to make payments when due; (h) in the event Johnson Controls 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; (i) Customer fails to maintain any required licenses or permits; (j) Johnson Controls receives an excessive number of false alarms. In addition, if the Equipment or system continuously sends signals that Johnson Controls reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Johnson Controls in receiving and/or responding to these signals. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Johnson Controls will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused. Johnson Controls 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 Johnson Controls 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 Johnson Controls, 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 Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls 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 Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls 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 Johnson Controls in connection with the Force Majeure.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software applications. Customer consents to and grants Johnson Controls right to collect, ingest and use such data to enable Johnson Controls and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Johnson Controls 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 Johnson Controls secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and related equipment installed at Customer facilities and Johnson Controls 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. 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.

Johnson Controls Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed Johnson Controls' 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 Johnson Controls General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/general-eula governs access to and use of software installed on Customer's premises or systems and the Johnson Controls Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/general-tos 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, Johnson Controls 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 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 be priced at Johnson Controls' 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.

N. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls 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 Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' 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 Johnson Control is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

O. Dispute Resolution: Johnson Controls 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. 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. 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, Johnson Controls and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Johnson Controls, 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. 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. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses).

P. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0154-ROCK ISLAND,
IL

CUSTOMER NO.
102401686

JOB NO.

PO NO.

ESTIMATE NO.
1-9LWGMJR

ADDITIONAL TERMS AND CONDITIONS

DATE: 2/12/2026

Johnson Controls Security Solutions LLC ("Johnson Controls")

Oscar Nunez
682 High Point Ln,
East Peoria, IL 61611-9329
Tele. No.

Eldridge Electric and Water Utility
d/b/a:
("Customer")
Customer Billing Information
505 W Donahue St,
Eldridge, IA 52748
Attn: Cegan Long
Tele. No.

Customer Premises Served
505 W Donahue St,
Eldridge, IA 52748
Attn: Cegan Long
Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: **Oscar Nunez**
Sales Representative Registration Number (if applicable): _____

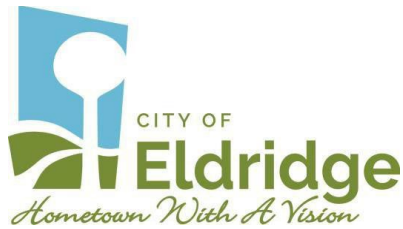
CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____



ELDRIDGE ELECTRIC AND WATER UTILITY BOARD

The regular meeting of the Board of Trustees of the Eldridge Electric and Water Utility Board was called to order at 5:00pm on 3/3/2026, at Eldridge City Hall.

The board members present were Michael Bristley, Jeff Hamilton, and Jeff Hedrington. Mark Goodding, and Abby Petersen were Absent. Also present were Gage Lane, Sadie Wagner, Collin Wilson, Cegan Long, Nevada Lemke, Ryan Iossi, and Steve Brush.

Public Comment – None

Hamilton Made Motion to Approve the Agenda. Second by Hedrington. All Ayes. Motion Carried.

Hamilton Made Motion to Approve the Utility Board Minutes from February 17th, 2026. Second By Hedrington. All Ayes. Motion Carried.

Hedrington Made Motion to Approve Bills Payable in the Amount Of \$469,913.46. Second By Hamilton. All Ayes. Motion Carried.

Hamilton Made Motion to Appoint Jeff Hedrington as Board Secretary. Second By Bristley. Roll Call- Hedrington (Aye) Hamilton (Aye) Bristley (Aye) Motion Carried.

Hamilton Made Motion to table consideration to approve AMI metering. Second by Hedrington. All Ayes. Motion Carried.

Hedrington Made Motion to move March 17th, 2026, Utility Board Meeting to March 24th, 2026. Second By Hamilton. All Ayes. Motion Carried.

Hedrington Made Motion to Approve the FY27 Budget for Water & Electric funds. Second By Hamilton. All Ayes. Motion Carried.

Department update from Sadie Wagner- Wagner & Wilson attended the Energy Conference for IAMU. She has also been working on compliance reporting and getting documentation over to Allen Bonderman for the Attachment O.

Outages- call came in at 11:53am. 85 total meters affected. Power Back On 12:55pm.

Hamilton Made Motion to Approve Resolution 2026-02 E&W Electric Reliability Plan. Second By Hedrington. Roll Call- Hedrington (Aye) Hamilton (Aye) Bristley (Aye) Motion Carried.

Hedrington Made Motion to approve Resolution 2026-01 E&W Approving Restated and Amended CMMPA Participant Agreement. Second By Hamilton. Roll Call- Hedrington (Aye) Hamilton (Aye) Bristley (Aye) Motion Carried.

Department Update from Collin Wilson- tree trimming has started, pole change at 551 W Price St., crews have been working on new installs.

Water Main Breaks- one at 613 n 8th St. water was back on and repaired by 5:55pm.

February Water Test Results All Passed.

Hamilton Made Motion to approve the amended Fellner's Addition Road Project. Second By Hedrington. All Ayes. Motion Carried.

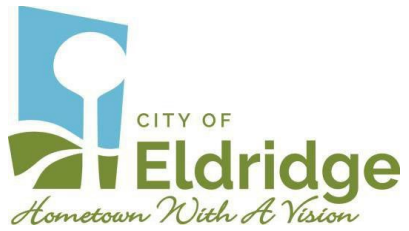
Discussion was had among the Revised language to Northway proposal to perform maintenance and repairs to Well #4. No Motion was made.

Hedrington Made Motion to approve KLM proposal to perform storage tank inspections at the Water Treatment Plant. Second By Hamilton. All Ayes. Motion Carried.

Hedrington Made Motion to approve the maintenance agreement with Altorfer to service the generator at the S 16th Avenue Water Tower. Second By Hamilton. All Ayes. Motion Carried.

Hamilton Made Motion to approve bulk agreements from ACCO. Second By Hedrington. All Ayes. Motion Carried.

Department update from Cegan Long- all chlorine cells have been installed. Petersen Heating & Plumbing



has received the new heater, and installation is scheduled to take place soon. Additionally, the crew continues to work on meter replacements throughout the system.

Motion by Hamilton to adjourn the meeting at 5:57pm. Second by Hedrington. All Ayes.

Sincerely,
Gage Lane
Utility Billing Clerk
Glane@cityofeldridgeia.org

CHECK #	DEPT	FUND	VENDOR	DECRPTION	AMOUNT
227384	ELECTRIC	630-5-820-6310	A & A AIR COND & REFRIGERATION INC	ICE MACHINE RENT	\$62.50
227385	ELECTRIC	630-5-820-6331	AGVANTAGE FS	DIESEL	\$1,331.75
227386	ELECTRIC	630-5-820-6411	AHLERS & COONEY P.C.	CMPAS CONTRACT	\$414.00
227387	ELECTRIC	630-5-820-6310	ALWAYS CLEAN LLC	CLEANING SERVICES	\$300.00
227388	ELECTRIC	630-5-820-6506	AMAZON CAPITAL SERVICES	DESK ORGANIZERS/FIBER REPAIR KIT	\$49.38
227388	ELECTRIC	630-5-820-6506	AMAZON CAPITAL SERVICES	DESK ORGANIZERS/FIBER REPAIR KIT	\$39.98
227388	ELECTRIC	630-5-820-6507	AMAZON CAPITAL SERVICES	DESK ORGANIZERS/FIBER REPAIR KIT	\$68.98
227389	ELECTRIC	630-5-820-6450	BONDERMAN, ALLEN J	MISO ATTACHMENT O FILINGS	\$2,450.00
227390	WATER	600-5-810-6506	CINTAS FIRST AID & SAFETY D89	MEDICINE CABINET	\$7.53
227391	WATER	600-5-810-6311	CLIMATE ENGINEERS-QC	HVAC MAINTENANCE	\$274.00
227391	WATER	600-5-810-6311	CLIMATE ENGINEERS-QC	OLD TOWER HEATER MAINTENANCE	\$498.00
227392	ELECTRIC	630-5-820-6413	COMMUNITY ACTION OF EASTERN IOWA	PROJECT SHARE	\$52.50
227393	ELECTRIC	630-5-820-6512	DITCH WITCH	SPRAY HOSE	\$139.99
227394	ELECTRIC	630-5-820-6507	DULTMEIER SALES	COUPLER & PLUG	\$13.80
227395	ELECTRIC	630-5-820-6414	EASTERN IOWA PUBLICATION LLC	UTILITY PUBLISHING	\$243.36
227396	WATER	600-5-810-6420	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC	ANNUAL SUBSCRIPTION	\$137.50
227396	ELECTRIC	630-5-820-6420	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC	ANNUAL SUBSCRIPTION	\$137.50
227397	ELECTRIC	630-5-820-6560	FLETCHER-REINHARDT CO.	INVENTORY	\$2,708.70
227398	WATER	600-5-810-6331	FOUR WINDS RECREATIONAL PRODUCTS INC	SEAT COVERS UNIT #301	\$345.00
227399	WATER	600-5-810-6501	J & R SUPPLY INC	CHLORINE CYLINDER SCALES & DISPLAY	\$10,261.13
227400	ELECTRIC	630-5-820-6507	MENARDS	OPERATING SUPPLIES	\$96.78
227401	ELECTRIC	630-5-820-6310	MERSCHMAN HARDWARE	PROPANE FILL	\$34.99
227401	WATER	600-5-810-6723	MERSCHMAN HARDWARE	EXTENSION CORDS FOR HEATERS	\$200.96
227402	WATER	600-5-810-6371	MIDAMERICAN ENERGY COMPANY	851N 1ST ST WELL 5	\$149.01
227402	WATER	600-5-810-6371	MIDAMERICAN ENERGY COMPANY	212 N 3RD ST	\$78.62
227402	WATER	600-5-810-6371	MIDAMERICAN ENERGY COMPANY	853 N 1ST GENERATOR	\$35.16
227402	WATER	600-5-810-6371	MIDAMERICAN ENERGY COMPANY	401 S 16TH AVE GENERATOR	\$16.16
227402	WATER	600-5-810-6371	MIDAMERICAN ENERGY COMPANY	503 W DONAHUE ST	\$552.99
227402	ELECTRIC	630-5-820-6371	MIDAMERICAN ENERGY COMPANY	120 E IOWA ST	\$664.08
227403	WATER	600-5-810-6331	NAPA AUTO PARTS	STOCK HYDRAULIC HOSE & FITTINGS	\$263.39
227403	ELECTRIC	630-5-820-6332	NAPA AUTO PARTS	STOCK HYDRAULIC HOSE & FITTINGS	\$263.39
227403	WATER	600-5-810-6331	NAPA AUTO PARTS	HYDROFITTING RESTOCK	\$171.92
227403	ELECTRIC	630-5-820-6332	NAPA AUTO PARTS	HYDROFITTING RESTOCK	\$171.92
227403	WATER	600-5-810-6331	NAPA AUTO PARTS	HEADLIGHT BULB UNIT #302	\$25.18
227404	ELECTRIC	630-5-820-6781	POWER LINE SUPPLY	POLES	\$18,891.00
227405	ELECTRIC	630-5-820-6332	REXCO EQUIPMENT INC.	TOUCH UP PAINT UNIT #683	\$20.54
227406	ELECTRIC	630-5-820-6605	SAMPSON FENCE COMPANY, INC	GATE & OPENER	\$5,962.50
227407	WATER	600-5-810-6373	SHARED IT INC	IT SERVICES	\$105.10
227407	ELECTRIC	630-5-820-6373	SHARED IT INC	IT SERVICES	\$105.10
227408	ELECTRIC	630-5-820-6560	STUART C IRBY CO	INVENTORY	\$914.85
227408	ELECTRIC	630-5-820-6507	STUART C IRBY CO	INVENTORY	\$622.74
227408	ELECTRIC	630-5-820-6560	STUART C IRBY CO	SWITCHES	\$1,492.65
227408	ELECTRIC	630-5-820-6507	STUART C IRBY CO	CANISTER	\$176.55
227409	WATER	600-5-810-6331	TITAN MACHINERY	SERVICE UNIT #348	\$619.85
227409	WATER	600-5-810-6331	TITAN MACHINERY	SERVICE PARTS UNIT #348	\$65.50
227410	WATER	600-5-810-6723	ULINE	LOCATES & MARKING MATERIALS	\$412.18
227411	ELECTRIC	630-5-820-6332	WASTE COMMISSION OF SCOTT COUNTY	DISPOSAL UNIT 683	\$67.00
227412	WATER	600-5-810-6408	CONTINENTAL WESTERN GROUP	INSURANCE	\$62.75
227412	ELECTRIC	630-5-820-6408	CONTINENTAL WESTERN GROUP	INSURANCE	\$188.25
227413	WATER	600-5-810-6408	THE CINCINNATI INSURANCE COMPANY	INSURANCE	\$717.20
227413	ELECTRIC	630-5-820-6408	THE CINCINNATI INSURANCE COMPANY	INSURANCE	\$1,506.12
DFT0000502	ELECTRIC	630-5-820-6508	FRANCOTYP-POSTALIA, INC.	POSTAGE MACHINE FUNDS	\$250.00
DFT0000504	WATER	600-5-810-6331	WEX BANK	FUEL	\$252.05
DFT0000504	ELECTRIC	630-5-820-6331	WEX BANK	FUEL	\$181.70
ACH	SPLIT	SPLIT	PAYROLL 3/12	PAYROLL 3/12	\$50,159.03
TOTAL:					\$105,032.81



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COMMERCIAL SALES AGREEMENT

TOWN NO. 0154-ROCK ISLAND, IL

CUSTOMER NO. 102401686

JOB NO.

PO NO.

ESTIMATE NO. 1-9LWGMJR

DATE: 2/12/2026

Johnson Controls Security Solutions LLC ("Johnson Controls")
Oscar Nunez
682 High Point Ln,
East Peoria, IL 61611-9329
Tele. No.

Eldridge Electric and Water Utility
d/b/a: ("Customer")
Customer Billing Information
505 W Donahue St,
Eldridge, IA 52748
Attn: Cegan Long
Tele. No.

Customer Premises Served
505 W Donahue St,
Eldridge, IA 52748
Attn: Cegan Long
Tele. No.

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES: a. Equipment Installation. Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth herein. If the schedule of values includes an upfront installation deposit, it will be paid within 30 days of contract signing. Johnson Controls will not commence work until such deposit has been received. The remaining portion of the total installation charge for installation and commissioning will be progress billed monthly through completion of the job. Company progress-based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any predesign, engineering, installation work or Services. The proposed total installation charge is contingent upon Customer agreeing to these payment and invoicing terms. Any outstanding Installation Charges and/or fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Installation Charge and fees, and taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

b. Services. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid on a(n) Annual in advance, (the "Annual Service Charges"), Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year.

c. Term. The initial term of this agreement shall be 5 year(s) (the "Initial Term") and shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term this Agreement will automatically renew on a/an 5 year basis (A Renewal Term) unless the Customer or Johnson Controls gives written notice to the other that it does not want to renew at least sixty (60) days before the end of the then-current term (each a "Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term." If this Agreement is renewed, Johnson Controls will provide Customer with notice of any adjustments in the Charges, fees and/or taxes applicable to any Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to start of such Renewal Term, the adjusted Annual Service Charge will be the Annual Service Charge for the Renewal Term. Customer agrees to issue and send a purchase order to Johnson Controls at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Johnson Controls. 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. For termination prior to the end of the Term, Customer agrees to pay Johnson Controls, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Johnson Controls with reasonable access to the premises to remove any Johnson Controls 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 Johnson Controls may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

d. Pricing and Taxes. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to 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 Johnson Controls and the applicable taxing authorities. If Johnson Controls is required to pay any such Taxes or other charges, Customer shall reimburse Johnson Controls on demand. If any such exemption certificate is invalid, then Customer will immediately pay Johnson Controls the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Johnson Controls 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). Customer agrees to pay any fees or charges imposed by any government body, telephone, communication, or signal transmission company or administration fees or service charges assessed against or by Johnson Controls related to AHJ requirements and/or changes to applicable laws relating to the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement. This Agreement is entered into with the understanding that the Services to be provided by Johnson Controls 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 Johnson Controls, Johnson Controls 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. Customer shall provide financial information requested by Johnson Controls to verify Customer's ability to pay for goods or services. Work performed on a time and material basis shall be at the then-prevailing Johnson Controls rate for material, labor, and related items, in effect at the time supplied under this Agreement.

e. Invoicing. Pricing is based upon the billing and payment terms set forth in this Agreement. Fees and other amounts due hereunder are due thirty (30) days from the date of the invoice, which shall be paid by Customer via ACH/EFT. Such payment is a condition precedent to Johnson Controls' obligation to perform Services under the Agreement. Disputed invoices must be identified in writing by Customer within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. If Customer fails to provide financial information or if Johnson Controls, in its sole discretion has grounds to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Johnson Controls may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Johnson Controls may have against Customer. Johnson Controls shall provide Customer with advance written notice of changes to payment terms.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, SOW and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, SOW or other document issued by Customer. Any changes must be mutually agreed to in writing by the authorized representatives of the Customer and Johnson Controls. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF

APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]



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COMMERCIAL SALES AGREEMENT

TOWN NO. 0154-ROCK ISLAND, IL CUSTOMER NO. 102401686 JOB NO. PO NO. ESTIMATE NO. 1-9LWGMJR

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE _____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

CUSTOMER: _____

Presented by: _____ (Signature of Johnson Controls Sales Representative)

Accepted By: _____ (Signature of Customer's Authorized Representative)

Sales Agent: Oscar Nunez Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER ACCEPTANCE

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

PO is required to facilitate billing: NO: this signed contract satisfies Agreement

YES: Single PO Required for Initial Term

Annual PO Required

ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoice are accepted via e-mail: YES: Email address to be used: _____

NO: Please submit invoices via mail NO: Please submit via _____

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0154-ROCK ISLAND,
IL

CUSTOMER NO.
102401686

JOB NO.

PO NO.

ESTIMATE NO.
1-9LWGMJR

SCOPE OF WORK / SCHEDULE OF PROTECTION

- IV. **SCOPE OF WORK / SCHEDULE OF PROTECTION (“SOW”)**: Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.
- A. **Ownership of System and/or Equipment**: Johnson Controls Owned - Johnson Controls may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer’s premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Johnson Controls to collect any charges which have been accrued or may be accrued hereunder.
- B. **Services to be Provided (“Services”)**
 - Alarm monitoring and Notification Services: **Burglar Alarm and Fire Alarm Monitoring PROVIDED, Monitoring with Additional Group Service PROVIDED, IP Daily Supervision / Cell Backup Services PROVIDED**
 - Video Surveillance Services: **No Service Selected**
 - Managed Access Control Services: **DataSource Access with Open and Close Logging PROVIDED**
 - Video Equipment: **No Service Selected**
 - Maintenance Service Plan; Preventive Maintenance/Inspection: **Expert Maintenance and 1 Fire Alarm Inspection PROVIDED**
 - Additional Services: **Proactive Battery Replacement Service PROVIDED**
- C. **Equipment to be Installed (“Equipment”)**: Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer’s designated facility(ies). As used herein, “installation” means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer’s Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer’s Communications Facilities; and (vii) providing user-level training to Customer’s designated representative in the use of such Equipment.

Qty	Product Name	Location
1	IP/Cell communicator	Office area above the ceiling
1	Outdoor antenna kit	Office area
1	Wire for the outdoor antenna	From panel to outside
1	Battery	For panel
1	Ethernet cable for IP connection	From panel to IT closet
1	Programming	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$1,000.00
* Estimated Tax(es):	\$70.00
TOTAL INSTALLATION CHARGE:	\$1,070.00
Installation Deposit Amount:	\$600.00

Planned Monthly Progress Billing Schedule of Values	
Description	%
Deposit/Advance Payment/Mobilization	60%
Monthly Progress Billing (Installation/Commissioning)	40%

Planned Monthly Progress Billing w/ First Labor Applied	
First Labor Applied	20%
Demonstrated Use (if applicable)	10%
Final billing upon job completion	10%

E. Annual Service Charge:

Annual Service Charge Amount:	\$2,780.62
* Estimated Tax(es):	\$194.64
TOTAL ANNUAL SERVICE CHARGE:	\$2,975.26

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice. Any Additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

F. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Cegan Long (563)209-6573, clong@cityofeldridgeia.org

System Operation: To communicate to the central station via IP/Cell communication and to eliminate the use of phone lines

Programming Info: JCI will activate, program and test the IP/Cell communicator and will work with IT for network connection.

Site Conditions: This is an existing building with drop ceiling in the office area and brick building on the perimeter walls

Existing Equipment: N/A

Customer Expectations: The work will performed during regular business hours 8-5, M-F

Training Expectations: JCI will train the customer once the job is completed

General Comments: N/A

Customer Responsibilities / Johnson Controls Exclusions: The IT department will give JCI a network connection for internet use for primary source of communication

Documentation Needs: N/A

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If an alarm signal registers at Johnson Controls' alarm monitoring center ("CMC"), Johnson Controls will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at Johnson Controls' CMC, Johnson Controls at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, Johnson Controls shall endeavor to notify the appropriate Police/Fire Department. If a supervisory or trouble signal registers at Johnson Controls' CMC, Johnson Controls will endeavor to notify the Customer's designated representative. 2. If Customer has purchased alarm monitoring service that requires Police, Fire, Guard Response, or Medical Emergency Response/Notification or Two Way Voice monitoring services and such an alarm is received at Johnson Controls' CMC, then Johnson Controls may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If Johnson Controls fails to contact Customer or someone on Customer's ECL or, if Johnson Controls questions the response received upon such contact, then Johnson Controls will endeavor to notify the appropriate Police/Fire Department or other emergency response provider. If Guard Response Service is being provided, Johnson Controls will, for an alarm that requires Police response, endeavor to dispatch a Johnson Controls Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, Johnson Controls will endeavor to notify the appropriate Police Department. JOHNSON CONTROLS WILL NOT ARREST OR DETAIN ANY PERSON. Customer agrees that Johnson Controls will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any. 3. If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received by Johnson Controls, Johnson Controls will endeavor to notify Customer's designated representative. 4. If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, Johnson Controls will endeavor to contact such persons before Johnson Controls endeavors to notify the Police/Fire Department. 5. The System may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the System. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit Johnson Controls' ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. Customer understands that Johnson Controls may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000; default settings for "swinger shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at Johnson Controls' CMC; and/or other similar measures employed by Johnson Controls periodically in Johnson Controls' sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM. 6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by Johnson Controls, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. 7. Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 8. 5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed, an extension period to enable Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at Johnson Controls' CMC, Johnson Controls will not: respond to any signals, or endeavor to notify any authorities, Customer, or Customer's designated representative(s), or undertake any other action with regard to any signal, whether or not due to an actual emergency event. 9. Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of Johnson Controls. Johnson Controls does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 10. Parallel Protection Service. If Customer chooses a Johnson Controls approved cellular back-up service, alarm signals may be transmitted to Johnson Controls' CMC from Customer's premises over a cellular communications network if Customer's primary telephone service is interrupted.

A.2. Communication Facilities. (a) Authorization. To facilitate Johnson Controls' ability to provide Service under this Agreement, Johnson Controls may make requests for information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Johnson Controls' CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Johnson Controls will provide such connection at Customer's request and expense. (c) General. JOHNSON CONTROLS' RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JOHNSON CONTROLS CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO 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 TELECO 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 TELECO 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 TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, 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 JOHNSON CONTROLS' ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER JOHNSON CONTROLS' INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JOHNSON CONTROLS' CMC. IF JOHNSON CONTROLS DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, JOHNSON CONTROLS WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JOHNSON CONTROLS' CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JOHNSON CONTROLS DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN JOHNSON CONTROLS WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JOHNSON CONTROLS AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JOHNSON CONTROLS' CMC. JOHNSON CONTROLS WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO 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 TELECO SERVICE IS INTERRUPTED, AND THAT JOHNSON CONTROLS MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO 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 JOHNSON CONTROLS. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3.1 Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any

related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

A.3.3 Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4 Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Johnson Controls will provide the number of inspections/tests on the covered Equipment as specified in this Agreement. Such T/I Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). T/I Service performed outside of these hours is subject to additional charges.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8. Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9. Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

A.8. New York City Fire System. Intentionally left blank.– covered system is not installed in NYC

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.

A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Intentionally left blank – Equipment has not been purchased.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.

A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.32. Embedded Resource Services. Intentionally left blank - Service have not been purchased.

A.33. Open Path System. Intentionally left blank - System or Service have not been purchased.

A.34. Open Eye Cloud Video Platform ("Open Eye Services"). Intentionally left blank - System or Service have not been purchased.

A.35. Sabre Systems Services. Intentionally left blank - System or Service have not been purchased.

A.36. Cantronics Telethermographic Device. Intentionally left blank - System or Service have not been purchased.

A.37. Digital Barriers Telethermographic System. Intentionally left blank - System or Service have not been purchased.
A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.
A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.
A.40. Illustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.
A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.
A.42. ZKTECO Temperature System. Intentionally left blank - System or Service have not been purchased.
A.43. Milestone Video Surveillance Equipment. Intentionally left blank - System or Service have not been purchased.
A.44. SES Mobile-Based Keyless Access Control System. Intentionally left blank - System or Service have not been purchased.
A.45. Solink Cloud Video Services. Intentionally left blank - System or Service have not been purchased.
A.46. Qolsys Panel. Intentionally left blank - Panel have not been purchased.
A.47. GuardRFID. Intentionally left blank - Panel have not been purchased.
A.48. Purchase and Subscription Services for Motorola Concealed Weapons Detection System. Intentionally left blank - Panel have not been purchased.
A.49. Installation and Subscription Services for Motorola Concealed Weapons Detection System. Intentionally left blank - Panel have not been purchased.
A.50. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.
B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.
3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.
4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls 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, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.
5. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JOHNSON CONTROLS, such as suggestions as to design use and suitability of the Equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JOHNSON CONTROLS is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the Equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JOHNSON CONTROLS are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.
C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to 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.
D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an

electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Johnson Controls nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls or its suppliers to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls and its suppliers arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls and/or one or more of its suppliers are found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, the liability of Johnson Controls and its suppliers shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' or its suppliers' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' or its suppliers' performance or nonperformance of their respective obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls or its suppliers in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls and its suppliers harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Johnson Controls or its suppliers, agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. 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. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors, suppliers and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Default; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and will give Johnson Controls, without prejudice to any other right or remedy, the right to, without notice, (a) 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 Johnson Controls' obligations under or terminate this Agreement and (b) to charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and a half percent (1.5%) per month or the maximum rate permitted under applicable law, until payment is made in full; and (c) pay all of Johnson Controls' costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five 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. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls 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 Johnson Controls 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 Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 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. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement, or the affected portions, and discontinue any Service(s), at its sole discretion, upon notice to Customer if: (a) Johnson Controls' central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the Equipment or System not covered under the Warranty or Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in System malfunction; (d) the premises in which the Equipment or System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls' performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, Equipment, or products (including component parts and/or materials) or because Johnson Controls or its supplier(s) has discontinued the manufacture or the sale of the Equipment and/or products or is no longer in the business of providing the Services; (f) Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes; (g) Customer fails to make payments when due; (h) in the event Johnson Controls 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; (i) Customer fails to maintain any required licenses or permits; (j) Johnson Controls receives an excessive number of false alarms. In addition, if the Equipment or system continuously sends signals that Johnson Controls reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Johnson Controls in receiving and/or responding to these signals. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Johnson Controls will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused. Johnson Controls 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 Johnson Controls 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 Johnson Controls, 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 Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls 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 Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls 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 Johnson Controls in connection with the Force Majeure.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software applications. Customer consents to and grants Johnson Controls right to collect, ingest and use such data to enable Johnson Controls and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Johnson Controls 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 Johnson Controls secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and related equipment installed at Customer facilities and Johnson Controls 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. 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.

Johnson Controls Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed Johnson Controls' 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 Johnson Controls General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generalaleula governs access to and use of software installed on Customer's premises or systems and the Johnson Controls Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generatots 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, Johnson Controls 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 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 be priced at Johnson Controls' 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.

N. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls 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 Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' 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 Johnson Control is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

O. Dispute Resolution: Johnson Controls 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. 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. 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, Johnson Controls and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Johnson Controls, 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. 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. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses).

P. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0154-ROCK ISLAND,
IL

CUSTOMER NO.
102401686

JOB NO.

PO NO.

ESTIMATE NO.
1-9LWGMJR

ADDITIONAL TERMS AND CONDITIONS

DATE: 2/12/2026

Johnson Controls Security Solutions LLC ("Johnson Controls")

Oscar Nunez
682 High Point Ln,
East Peoria, IL 61611-9329
Tele. No.

Eldridge Electric and Water Utility
d/b/a:
("Customer")
Customer Billing Information
505 W Donahue St,
Eldridge, IA 52748
Attn: Cegan Long
Tele. No.

Customer Premises Served
505 W Donahue St,
Eldridge, IA 52748
Attn: Cegan Long
Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: **Oscar Nunez**
Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____