

RICHLAND COUNTY

Public Works Standing Committee | AMENDED AGENDA

August 9, 2023

NOTICE OF MEETING

Please be advised that the Richland County Public Works Standing Committee will convene at **4:00 p.m., Thursday, August 10, 2023** in the Richland County Board Room, 181 W. Seminary Street.

- **WebEx Videoconference, WebEx Teleconference, or Join by Phone** meeting access and all meeting materials at: <https://administrator.co.richland.wi.us/minutes/public-works/>

Meeting access trouble, contact the following:

- MIS Director **Barbara Scott** | [608]649-5922 | barbara.scott@co.richland.wi.us
- Committee Chair **Steve Williamson** | [608]574-5520 | steve.williamson@co.richland.wi.us.

AGENDA

1. Call to Order
2. Roll Call
3. Proof of Notification
4. Agenda Approval
5. Approve Previous Meeting Minutes
6. Public Comment
7. *Administration* | Reports:
 - a. Property Management Report
 - i. East Hall Survey
 - ii. Trees on Campus Location
8. *Administration* | Discussion and Possible Action on:
 - a. Dedication | Bench - Courthouse
9. *Highway* | Reports:
 - a. Administrative Report
 - i. Purchase | Plow Truck(s) -Updates
 - ii. 2024 Budget | Summary
 - b. Monthly Paid Bills
10. *Highway* | Discussion and Possible Action on:
 - a. Project | County Highway O - Real Estate
11. *MIS* | Reports:
 - a. 2024 Budget | MIS/Tech Fund Summary
 - b. Project | Radio Tower Report
12. *MIS* | Discussion and Possible Action on:
 - a. Purchase | Buffalo Terestation
 - b. **Fire Protection System**
13. Future Agenda Items
14. Adjournment

Items in **Bold** have been Added and/or Modified | Items with a ~~Strike~~ have been Removed

A quorum may be present from other Committees, Boards, or Commissions. No committee, board or commission will exercise any responsibilities, authority or duties except for the Public Works Standing Committee.

CC: ✓ Committee Members ✓ County Board ✓ Department Heads ✓ Richland Observer ✓ WRCO ✓ Valley Sentinel ✓ Courthouse Bulletin Board

Richland County

Public Works Standing Committee | Meeting Minutes

July 18, 2023

The Richland County Public Works Standing Committee met on Thursday, July 13, 2023, in the Richland County Board Room, at 181 W. Seminary St., Richland Center, WI 53581.

1. Call to Order

Committee Chair Williamson called the meeting to order at 4:00 p.m.

2. Roll Call:

	Present	Absent		Present	Absent		Present	Absent
Josh Elder	✓	<input type="checkbox"/>	Daniel McGuire	✓	<input type="checkbox"/>	Marc Couey	✓	<input type="checkbox"/>
Lisa Mueller	✓	<input type="checkbox"/>	Steve Carrow	✓	<input type="checkbox"/>	Julie Flemming	✓	<input type="checkbox"/>
Randy Nelson	✓	<input type="checkbox"/>	Richard McKee	✓	<input type="checkbox"/>	Jon Hochkammer	✓	<input type="checkbox"/>
Barb Scott	✓	<input type="checkbox"/>	Gary Manning	✓	<input type="checkbox"/>	Cheryl Dull	✓	<input type="checkbox"/>
Jason Marshall	✓	<input type="checkbox"/>	Chad Cosgrove	✓	<input type="checkbox"/>	Jeffrey Even	✓	<input type="checkbox"/>
John Couey	<input type="checkbox"/>	✓	Steve Williamson	✓	<input type="checkbox"/>	Michael Windle	<input type="checkbox"/>	✓
			Candace Pesch	✓	<input type="checkbox"/>	Alan Lins	✓	<input type="checkbox"/>

3. Proof of Notification

Committee Chair Williamson verified with Commissioner Elder that the meeting had been properly noticed.

4. Agenda Approval

Motion: Moved by Vice Chair Cosgrove, seconded by Supervisor McKee to approve the agenda with the one change of moving item number 14 to in-between agenda items 9 and 10.

All voting aye, motion carried.

5. Previous Meeting Minutes

Motion: Moved by Supervisor Manning, seconded by Chair Williamson to approve and accept the previous meeting minutes as presented.

All voting aye, motion carried.

6. Public Comment

Discussion: No Public Comment

7. Administration | Reports:

a. Property Management Report

i. East Hall Survey

Discussion: Administrator Jon Hochkammer will check into the property boundary lines before the next Public Works regular committee meeting in August.

8. Symons Recreation Complex[SRC] | Reports:

a. SRC Foundation Capital Fundraising Effort

Discussion: Information presented by Alan Lins on how everyone will be able to help the SRC. Alan also explained the SRC Foundation Capital Fundraising Efforts and that it will run through the end of the year. The fundraising efforts will help with replacing and/or updating exercise equipment, air exchangers, etc.

9. Symons Recreation Complex[SRC] | Discussion and Possible Action on:

a. SRC Managed Grounds | Facilities

i. Campus Gymnasium

ii. Tennis Courts

iii. Basketball Courts

Discussion: Alan Lins brought to the Public Works Committees attention the interest that the SRC has in the campus gymnasium, tennis and basketball courts and how the SRC feels they would be a good fit/addition. An ADHOC Committee has been formed.

b. Resolution to Senator Howard Marklein | Wisconsin Administrative Rules – SRC Lifeguards

Discussion: Currently SRC is drafting up a resolution to send to Howard Marklein's office for approval.

Currently the State requirements for lifeguards is determines by the square footage of the pool not the depth. SRC would like to reduce cost by offering an adult swim with no lifeguards. This agenda item is being

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postponed until the August 10th meeting to allow for more research to be done.

10. *Treasury* | Discussion and Possible Action on:

a. **Assessed Tax Deed Property for Sale | Parcel #186-1833-1470 Village of Viola**

Discussion: This property in Viola was taken by the County by tax deed on 5/5/2023. The required waiting period has ended and this property is now eligible for the County to sell. The assessed value of the tax deed parcel was determined to be \$10,400.

Motion: Moved by Supervisor Manning, seconded by Vice Chair Cosgrove to ask for minimum opening bid of \$6,000. The bids will be due by September 1, 2023.

All voting Aye, motion carried.

b. **Assessed Tax Deed Property for Sale | Parcel #020-4212-4200 Town of Orion**

Discussion: This property was taken by the County by tax deed on 5/5/2023. The required waiting period has ended and this property is now eligible for the County to sell.

Motion: Moved by Chair Williamson, seconded by Supervisor McKee to ask for a minimum opening bid of \$2,500 due by September 1, 2023

All voting Aye, motion carried.

c. **Acquisition of Tax Deed Property | Parcel #276-1673-7000 City of Richland Center**

Discussion: Tax deed property has fallen into severe delinquency with attempts to contact the property owner of record unsuccessful. The redemption period to pay the delinquent balance has expired. Its now eligible to execute tax deed acquisition.

Motion: Moved by Supervisor McKee, seconded by Supervisor Couey to approve and move forward with the acquisition of tax delinquent parcel 276-1673-7000.

All voting Aye, motion carried.

11. *Highway* | Report[s]:

a. **Administrative Report**

Discussion: Current projects are still pushing forward even though there has been a set-back with plant availability causing a competition delay.

Howard Marklein's office passed through funding to complete the ongoing County Highway O project. Total County cost \$7M, total funding \$8M

b. **Highway Monthly Paid Bills**

Motion: Moved by Supervisor McKee, seconded by Supervisor Manning to approve and accept the total of \$678,334.60 for the monthly paid bills for the Highway Department.

All voting aye, motion carried.

12. *Highway* | Discussion and Possible Action on:

a. **Ash Creek Septic**

Discussion: The following specs were included in the total bid price: ✓ Complete install of new State approved mound septic system for Ash Creek Church ✓ Disconnect, removal, and proper disposal of all septic tanks and drain field components from old existing system. ✓ Seeding and mulching of new septic system. ✓ Black dirt cover needed for mound system.

Bid[s]:	Total
Kraemer Plumbing	\$43,190.00
Wertz Plumbing	\$26,465.00
Reyzek Plumbing	\$25,620.30
Rynes Marshall Plumbing	\$14,400.00

Motion: Moved by Supervisor Couey, seconded by Vice Chair Cosgrove to award the Ash Creek septic bid to Rynes Marshall Plumbing for the total of \$14,400.00. All voting aye, motion carried.

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b. Hydroseeder

Discussion: Bidding process was done through Sourcewell where it was suggested to go with LFGeorge Inc. the price quote is for a new FINN T75 hydroseeder for a total of \$48,750.00.

Motion: Moved by Supervisor Manning, seconded by Supervisor Carrow to purchase the new FINN T75 Hydroseeder through LFGeorge for the total of \$48,750.00.

All voting Aye, motion carried.

c. Reimbursements for Culvert Cost Shares

Discussion: Resolution relating to the State Statutes requirement that counties pay approximately 50% of the cost of construction or repair of any culvert or bridge on a town highway or village street when requested by the Town or Village board. The following requests have been submitted:

Town Village	Road Name	Project Total	County Cost
Town of Henrietta	High Hill Dr.	\$15,466.56	\$7,733.28
Town of Henrietta	Quarry Dr.	\$13,476.03	\$6,738.02
TOTALS		\$28,942.59	\$14,471.30

Motion: Moved by Supervisor Couey, seconded by Vice Chair Cosgrove to approve the payments as financial aid from the County as mandated by State Statutes for a total County cost of \$14,471.30.

All voting Aye, motion carried.

d. Job Reclassification | Bookkeeper

Discussion: Job reclassification from Bookkeeper to Office Manager has been discussed prior to the meeting with Administrator Jon Hochkammer as well as Carlson Dettmann Consulting. Considering an implementation date of 1/1/2024.

Motion: Moved by Vice Chair Cosgrove, seconded by Supervisor Manning to postpone this matter until the next meeting, August 10, 2023 to allow for more investigating and information gathering.

13. MIS | Reports:

a. Job Reclassification | MIS Director

Discussion: Job reclassification for MIS Director has been submitted to Carlson Dettmann. More information will be discussed at next months meeting, August 10, 2023.

14. MIS | Discussion and Possible Action on:

a. Johnson Controls

Discussion: Discussed replacing 7 horns for the fire alarm system. Currently some are not working on the 3rd floor of the Courthouse. This replacement process can be done in phases. Public Works Committee would like to see a quote or paperwork that will show the breakdown and total cost.

This agenda item is being tabled and the full proposal will be discussed at the August 10, 2023 meeting.

b. Maintenance of New Structures

Discussion: Need to discuss who is going to pay for maintenance or what is involved in maintaining (mowing, plowing etc.) the radio tower sites, generator sites, etc. Need to set up a meeting to sit down with all departments involved.

c. New Computer Policy

Discussion: The current computer policy in place is from 2018. Technology has changed since then thus making the current policy irrelevant. A new policy has been drafted and is going through the process steps to get passed. Some new key points/updates include thumb drive and iCloud usage.

d. Purchase of Papercut Software

Discussion: Cost account software that would be used to track printing activity, creating logs and reports, reduce waste. Would require a badge or code to print. Health and Human Services will be the first to implement this new

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printing software. Software purchase includes unlimited user licenses, software implementation, configuration and training, 5-years support and maintenance.

Motion: Moved by Supervisor McKee, seconded by Supervisor Carrow to approve the purchase for PaperCutMF Print Management Solution by Macro for the amount of \$5,670.50

15. Closing - Future Agenda Items

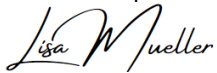
- Trees on Campus Location – 25 Ash | 3 Maple
- Public Works Responsibilities in regards to SRC

Adjournment – The next regular Public Works Committee meeting is set for **Thursday, August 10, 2023 at 4:00 pm.**

Motion: Moved by Supervisor Manning, seconded by Chair Williamson to adjourn the meeting at 5:15 p.m.

All voting aye, motion carried.

Minutes respectfully submitted by,



Lisa Mueller

16. Bookkeeper, Highway Department

JOSH ELDER
 Highway Commissioner
 Phone: [608]604-7624
josh.elder@co.richland.wi.us

LONNIE HACH
 State Patrol Superintendent
 Phone: [608]604-7623
lonnie.hach@co.richland.wi.us

DERRICK BROWN
 County Patrol Superintendent
 Phone: [608]475-0032
derick.brown@co.richland.wi.us



Richland County Highway Department
 120 Bowen Circle
 Richland Center, WI 53581

Office: [608]647-4707 | Shop: [608]647-2208
 Email: highway@co.richland.wi.us
 Website: <https://highway.co.richland.wi.us>

LISA MUELLER
 Bookkeeper
lisa.mueller@co.richland.wi.us

CERRESA NIMOCKS
 Office Clerk
cerresa.nimocks@co.richland.wi.us

BRANDON ADAMS
 Shop Superintendent
 Phone: [608]475-7828
brandon.adams@co.richland.wi.us

Voucher Register

AUGUST MEETING | JULY BILLS

No.	Vendor Name	Description	Amount Paid
15P	Payroll	Pay Period 7/2/2023-7/15/2023	\$ 65,422.84
16P	Payroll	Pay Period 7/16/2023-7/29/2023	\$ 99,229.33
361	Garage Door Express	Project Install/Replacement Shop Doors, Transmitters, Etc.	\$ 2,315.00
362	Miller-Bradford & Risberg	Annual Plan Payment Wheeled Loader, Bucket, Carriage & Forks, Etc.	\$ 41,500.00
363	We Energies	Monthly Energy Services [A#0718844914-00001]	\$ 32.58
364	Allied Redi-Mix	Bulk Loads Materials-Concrete Mix-Regular Load, Small Load 1.75 Cubic Yards,	\$ 253.75
365	First Advantage	Testing Drug and/or Alcohol Randoms	\$ 194.86
366	Richland Center Utilities	Monthly Utility Services	\$ 1,398.02
367	Alliant Energy	Monthly Electric Services [A#3929950000] Interfaced incorrectly-Redo	\$ _____
368	Gordon Flesch Company [GFC Leasing]	Monthly Lease Canon Printer [Black & White/Color]	\$ 31.54
369	Town of Henrietta	50/50 Cost Share Culvert Cost Share [High Hill/Quarry Dr]	\$ 14,471.30
370	Alliant Energy	Monthly Electric Services [A#3929950000]	\$ 24.56
371	Cottingham&Butler [Carlson Dettmann]	Review Highway Office Manager	\$ 150.00
372	Insight FS	Diesel Fuel, 87 Gas w/Eth 10%, Services, Etc.	\$ 21,655.45
373	Insight FS	Diesel Fuel, 87 Gas w/Eth 10%, Services, Etc.	\$ 1,771.70
374	Universal Truck Equipment	Parts Shaft Idler, Sprocket Idler, Bearing Flange, Freight, Etc.[#14*]	\$ 963.36
375	LF George Inc.	Equipment Purchase New Hydroseeder w/Hose, Reel & Nozzels, Etc.	\$ 48,759.00
376	1st AYD Corporation	Parts LED High Bay Adjustable Lights, Freight, Etc.	\$ 557.90
377	All American Do-It Center	Parts Black Mailbox	\$ 54.99
378	Aring Equipment Company	Parts Roller, Shaft, Bearings, Freight, Etc.	\$ 725.13
379	Aramark [Auca Chicago MC Lockbox]	Rugs, Towels, Uniforms, Etc.	\$ 624.44
380	Auto Value	Parts Various Filters, Circuit Breaker, Batteries, Brake Control, Etc.	\$ 4,868.68
381	Badger Scale	Annual Inspection Annual Service/Inspection of Vehicle Scale	\$ 579.10
382	Badger Welding Supplies, Inc	Green Hose, Hose Ferrule, Arc Hose Nut & Nipple, Freight, Etc.	\$ 26.83
383	Big State Industrial Supply	Parts Spray Foam Glass Cleaner, EarMuff Protectors, Etc.	\$ 174.40
384	Bindl Tire & Auto	ST225/75R15 Power King Towmax Tire	\$ 105.00
385	Brown, Derrick	Equipment Rental Semi & Trailer	\$ 1,160.00
386	Central State Construction, LLC	Sign Rental Temporary Traffic Signals[State Bridge Project] VOID	\$ -
387	Chets Feed Seed N Such	DOT Mix 50lbs [x40]	\$ 6,040.00
388	DeBauche Truck & Diesel	Parts Filter,Fuel Mod, Slack Adj, Sensor, Switch, Valve, Etc.	\$ 3,742.24
389	Decker Supply Center	Signage Various Signs and Various Sign Materials	\$ 570.27
390	DiPiazza, Bonnie	Monthly Cleaning Services July 2023	\$ 720.00
391	Fillback Ford & Chrysler	Parts Handle Assist [Rt. Rear Grab Handle]	\$ 35.94
392	Gordon Flesch Company [GFC Leasing]	Monthly Contract Printer Contract August 2023	\$ 134.90
393	Hach, Lonnie	Reimbursement Postage [Samples]	\$ 9.35
394	Madison Truck Equipment	Parts Tailgate Linkage, Freight, Etc.	\$ 1,165.00
395	Masterman's LLP	Parts Safety Glasses, Earplugs, Freight, Etc.	\$ 126.23
396	Metal Culverts	Various Culverts, Bands, Endwalls, Accessories, Etc.	\$ 41,451.90
397	METCO[Mid-west Electro-Tech Co.]	Service Parts Labor:Installation & Programming Fuel Dispensers, Etc.	\$ 9,065.51
398	Midwest Motor Supply Co [Kimball]	Parts Various Bolts, Lockwashers, O-Rings, Tee, Bearing, Etc.	\$ 806.62
399	Monroe Truck Equipment	Equipment Purchase Replacement Dump Box #23	\$ 28,461.00
400	Morton Salt, Inc	County Bulk Salt [Safe-T-Salt]	\$ 151,549.21
401	Mueller, Lisa	Reimbursement Mileage [33]	\$ 16.83
402	O'Reilly Automotive, Inc	Parts Coil Pack, Etc.	\$ 37.91
403	PreCise MRM LLC	Monthly Data Plan x7 Trucks -June	\$ 189.00
404	Premiere Cooperative	Shop Heat LP Gas	\$ 226.44
405	Rhyme Business Products	Office Supplies Pencils, Pens, Binder Clips, Highlighters, Etc.	\$ 71.75
406	Richland Electric Coop [REC]	Monthly Electric Services	\$ 49.00
407	Rubber Inc.	Parts 35T Service Jack, Etc.	\$ 1,594.27
408	Sauk County Highway Department	Rental Equipment -Arrow Boards [96hrs]	\$ 475.66
409	SCOTT Construction	Project Paving Materials-Hot Mix	\$ 215,306.49
410	Serwe Implement	Parts Arm Pivot, Arm Lift Linkage, Freight, Etc.	\$ 2,278.00
411	Short, Elliot, Hendrickson [S.E.H.]	CTH O Project Phase 2 & Phase 3[Cardinal-Pine River Trail]	\$ 18,182.66
412	Simpson's Tractor	Parts Tractor Windshield Wiper Blade, Bearings, Oil Seal, Hub, Freight, Etc	\$ 1,164.98
413	St. Joseph Equipment	Parts Cap, Filter, Rigid Tube, Etc.	\$ 518.61
414	Town & Country Sanitation	Monthly Disposal & Recycling Fees	\$ 207.20
415	Walsh's Ace Hardware	Parts Various Shop Tools/Supplies, Freight, Etc.	\$ 191.76
416	Yahara Materials, Inc	Bulk Materials-Loads of .75" Base Course	\$ 196.46
BALANCE:			\$ 791,634.95

Richland County Public Works

Agenda Item Cover

Agenda Item Name: Buffalo TeraStation Purchase

Department	MIS	Presented By:	Barbara Scott
Date of Meeting:	08/10/2023	Action Needed:	Approval
Disclosure:	Open Session	Authority:	
Date submitted:	07/27/2023	Referred by:	

Recommendation and/or action language: Purchase two Buffalo TeraStations 144TB with enhanced warranty and redundant power supply for a total of \$28,520.72.

Background: *(preferred one page or less with focus on options and decision points)*

As Richland County continues to grow with technology and continues to use more officer videos and building security videos we find that we have a greater need for space. This need will not diminish and will only continue to grow. In order to ensure continuity of business and a redundant system we need to purchase two storage devices that can handle storing the mass amounts of data that the county creates and utilizes.

Attachments and References:

Buffalo TeraStation Bids Jcomp and CDWG	
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Financial Review:

(please check one)

<input checked="" type="checkbox"/>	In adopted budget	Fund Number	10.5180.0000.5815
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input type="checkbox"/>	Other funding Source		
<input type="checkbox"/>	No financial impact		

(summary of current and future impacts)

Approval: *Barbara J Scott*

Review:

 Barbara J Scott

Department Head

Administrator, or Elected Office (if applicable)



Hardware Software Services IT Solutions Brands Rese

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ADD ITEM TO CART

Enter CDW# or MFG# Add

ITEM	AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
 <p>Buffalo TeraStation 71210RH Series TS71210RH14412 - NAS server - 144 TB - T MFG Part: TS71210RH14412 CDW Part: 7346650 UNSPSC: 43201835</p>	<p>3-5+ Days Expected in-stock date for this item is between 3-5 days. Item will ship once it is in stock.</p>	<p>\$16,056.75 \$14,545.30 Wisconsin Counties Association</p>	<p>2</p>	<p>\$29,090.60</p>

Order Summary

Subtotal: \$29,090.60

Tax and Shipping calculated at checkout.

Lease Option Pricing ?
\$786.90 / Month

Checkout

Quote

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Richland Co. MIS
July 18, 2023

Prepared By:
Robert C. Carns MCSE, CCNA, CCDA, MCNE, CCA

TS51220RH

Qty.	Description		Price
1	Buffalo TeraStation - 96TB Raw - 12 x 8TB	\$	8,102.44
1	Buffalo TeraStation - 144TB Raw - 12 x 12TB	\$	12,101.39
1	Buffalo TeraStation - 192TB Raw - 12 x 16TB	\$	15,257.14
1	Buffalo TeraStation - 240TB Raw - 12 x 20TB	\$	17,257.18
1	Redundant Power Supply	\$	358.98
1	5 Year Next Business Day Enhanced Warranty	\$	1,799.99

Richland County Public Works

Agenda Item Cover

Agenda Item Name: Speakers and Strobes for Fire System in Courthouse

Department	MIS	Presented By:	Barbara Scott
Date of Meeting:	07/13/2023	Action Needed:	Approval
Disclosure:	Open Session	Authority:	
Date submitted:	07/06/2023	Referred by:	

Recommendation and/or action language:

Motion to ... Approve Bid for wiring for project and upgrade control panels and speakers and strobes for Johnson Controls in the amount of \$ 27,716.72

Background: *(preferred one page or less with focus on options and decision points)*

The current fire alarm system in the courthouse has no speakers or strobes to allow warnings to be announced to the new side of the courthouse. We were asked to look for a solution to this issue.

Johnson Controls currently maintains the fires alarm system that is in the court house so they were contacted about this need. Their proposal does not include wiring so a bid was obtained from Wallace Electric for this project.

As the project was researched it came to our attention that our current control panels would soon be end of life. We did request Johnson Controls to give us a cost to upgrade all panels.

Options for consideration today

1. Approve the wiring bid of \$2,040.00 For Wallace Electric to run the wiring for this project. This is separate and must be approved for either option 2 or 3
2. Approve to add the speakers and strobes for the new side of the court house. The original quote was for seven strobes and speakers in the amount of \$2,797.70, but when reviewed it was found there were two missed. We have requested an updated bid and anticipate the cost to come in under \$3,500.00. O
3. Approve the upgrade of your control panels. This will bring them out of end of life. This upgrade will need to be either at this time or in the near future. \$22,879.02

Attachments and References:

Johnson Controls Proposals and Wallace Electric	Bid
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Financial Review:

(please check one)

<input checked="" type="checkbox"/>	In adopted budget	Fund Number	Courthouse Maintenance Budget
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input type="checkbox"/>	Other funding Source		
<input type="checkbox"/>	No financial impact		

(summary of current and future impacts)

Approval: Barbara J Scott

Review:

Richland County Public Works

Department Head

Administrator, or Elected Office (if applicable)

Wallace Electric LLC
1070 W. Kinder St.
Richland Center, WI 53581 US
608-604-6479
wallaceelectric@charter.net

Estimate 1587

ADDRESS Richland County Courthouse 181 W. Seminary St Richland Center, WI 53581	SHIP TO Richland County Courthouse 181 W. Seminary St Richland Center, WI 53581	DATE 08/08/2023	TOTAL \$2,040.00	EXPIRATION DATE 08/31/2023
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P.O. NUMBER
Horns & Strobes

DATE	ACTIVITY	DESCRIPTION	QTY
	fire alarm	Pull Fire Alarm Cable to new horn & strobe light locations	9
	18-2 Wire	18-2 Solid Unshielded Fire Alarm Cable, Two Boxes	2,000
	Miscellaneous		1
	labor		8

SUBTOTAL	2,040.00
TAX	0.00
TOTAL	\$2,040.00

THANK YOU.

Accepted By

Accepted Date



Johnson Controls Fire Protection LP Quotation

To:
Richland Co Sheriff & Courthouse
181 W Seminary St
RICHLAND CENTER, WI 53581-2368

Project: Richland Co Sheriff & Courthouse horn upgrade 6-22 -
CPQ-425167
Johnson Controls Reference: 650425167
Proposal #: 1
Date: 06/21/2023
Page: 1 of 10

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

This proposal is for parts and programming for upgrading (7) existing strobe only notification devices to (7) speaker strobe notification devices within the Richland Center Courthouse Building. This proposal is at the request of Jason Marshall.

Customer's electrician of choice will be responsible for removal of existing notification devices as well as installation of new speaker strobes and wiring for extending the existing audio circuit out to the newly installed speaker strobe devices.

Above price includes programming and checkout, including NFPA re-certification (for the supplied JCI equipment).

Please note the following:

- Above price is based on items listed. If additional materials are required, it may be extra.
- Permit/Submittals have NOT been included. If this is required, it would be extra.
- Work completed during normal business hours 8AM to 5PM, Monday through Friday.
- Quotation does not include tax. If tax exempt, please provide tax exempt certificate with purchase order.
- Quotation is valid for (30) days

JCI is submitting this bid subject to our being able to work out a mutually satisfactory definitive agreement as to the parties' obligations under the Specifications. Our submission of the bid is based upon the assumption that if we are the successful bidder, then such a mutually satisfactory, definitive agreement between the parties will be entered into. In the event that you are not agreeable to the acceptance of this bid pursuant to the conditions set forth above, or, if we are awarded the bid but are unable to negotiate a mutually satisfactory definitive agreement with you, then our bid will be deemed null and void and the same shall be withdrawn from consideration by you without penalty.

Delays, Costs and Extensions of Time.

JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or



equipment shortages. To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

If you have any questions, please call me at 608-509-2881

Jason Ropson

Electronic Service Sales Representative

Johnson Controls

608-509-2881 cell

jason.ropson@jci.com

Please note: Tax not included

Cable not included

FOB Jobsite



QTY	MODEL NUMBER	DESCRIPTION
7	4903-9148	SPKR/STROBE 30CD RED
QTY	MODEL NUMBER	DESCRIPTION
	TECH LAB	TECHNICAL LABOR

Total net selling price, FOB shipping point, \$2,797.70

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed

Payment Options:

Johnson Controls Capital Funding Solutions

Equipment Finance Agreement: Allows for payment over time for products and installation costs, while maintaining ownership of assets. No down payment required.

As a Service Subscription: Covers costs of installation and services over time without ownership of assets. No upfront costs.

Final pricing subject to change based on credit approval, any applicable state/local taxes

For more information on Johnson Controls Capital funding solutions, please forward this proposal along with any questions to your sales representative and JCCapitalNA@jci.com.



IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, deposit for a minimum of 30% of the sell price, and the invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

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

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 requirement
 YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: YES: E-mail address to be used: _____
 NO: Please submit invoices via mail
 NO: Please submit invoices via _____

<p>Offered By: Johnson Controls Fire Protection LP</p> <p>Telephone: Representative: _____ Email: jason.ropson@jci.com</p>	<p>Accepted By: (Customer)</p> <p>Company: _____ Address: _____ Signature: _____ Title: _____ Date: _____</p>
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TERMS AND CONDITIONS (Rev. 9/22)

1. Payment and Invoicing. All payments are due net thirty (30) days from the date of invoice. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days from the date of the invoice. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. 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 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 Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend

services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company 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 Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Deposit. Unless prohibited by law, Customer agrees to pay a deposit for a minimum of 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the deposit after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer.

All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with federal, state/provincial and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites,

liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act).

Certain of Company's 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, Company 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.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by

Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION(AND, IF SPECIFIED, TESTING)PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPIARS, ALTERATIONS , REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENT WHATSOEVER, NONR DOES IT INCLUDE THE CORECTION OF ANY DEFICIENCIES IDENTIFIES BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAM. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PART THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING AND PIPING.

9. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company

determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company 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.

10. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

11. tructure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to

support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of

Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

14. COVID-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

15. Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

16. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

17. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

18. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans,

specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

19. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

20. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

21. Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

22. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card

readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

22. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

23. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video

monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company 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.

25. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the

Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

26. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

27. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

28. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or

recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

29. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

30. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

31. Force Majeure; Delays. Company 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 Company 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 Company, 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 Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company 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 Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

32. One-Year Claims Limitation; Choice of Law.

For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties

agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

33. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

34. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and

Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company 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 and unless otherwise agreed to by the parties in writing, 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 herein. 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. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

38. Electronic Media. 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. JCI may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

39. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

40. Privacy. Company as : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Company as :** Company 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 Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

41. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. 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: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.



Johnson Controls Fire Protection LP Quotation

To:
Richland Co Sheriff & Courthouse
181 W Seminary St
RICHLAND CENTER, WI 53581-2368

Project: PP-Richland Co Sheriff & Courthouse FACP Upg -
CPQ-431247
Johnson Controls Reference: 650431247
Proposal #: 1
Date: 08/02/2023
Page: 1 of 12

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

Richland Co Sheriff & Courthouse FACP and Device Upgrade

This proposal is for a full head end replacement to a new supported Simplex 4100ES Fire Alarm Control Panel to replace the existing 4100+ Audio Fire Alarm Control Panel FACP, (1) NAC, as well as upgrading existing MAPNET initiation devices with IDNET compatible initiation devices to communicate on the current IDNET communication circuit at the Richland County Courthouse and Sheriff Office. Local Operating Console "LOC" located behind the glass in the sheriff's dispatch office to remain for reuse with the upgraded 4100ES FACP. This proposal is at the request of Jason Marshall.

The existing Simplex 4100+ Audio Fire Alarm Panel has reached obsolete status and is now discontinued. As a result, we may no longer be able to provide repairs due to the age of the panel and the unavailability of many replacement parts. The new Simplex 4100ES is UL Listed and backwards compatible so all existing IDNET compatible devices will remain including the remote mic and switches in the Sherriff's dispatch office.

The Simplex 4100ES is the current platform, and the platform going forward for the foreseeable future. The new platform, and its software, has more processing power, and has improved the ability to add several new life cycle cost-saving features such as: an On-board Mass Storage device, Install Mode, and future migration to TrueAlert addressable notification, and others. This platform will also allow the school to be positioned for notification devices to be converted to speaker strobes required per current code.

The main control panel will receive a retrofit enclosure and maintain its current location. LOC to remain in its current location for reuse.

Customer's electrician of choice to demo existing (1) FACP, (1) NAC, and existing MAPNET only initiation devices, and mount new (1) FACP, (1) NAC, and upgraded IDNET initiation devices included in the material list of the proposal.

Our price includes a technician trip to survey existing conditions prior to panel upgrade, label existing cables inside panel, and go over any questions with the installing electrician. Price also includes programming, 100% functional testing of existing devices to confirm functionality with new FACP and providing an NFPA certification. Our price does not include applicable taxes.

Please note the following:

- LOC is being reused from original panel and is not part of the new panel warranty period.
- Permit not included (if required)
- Price is based on quantities listed. If any additional materials, or if the AHJ requires anything additional, then this would be an extra.
- Our price does NOT include submittals or fire alarm permits. If submittals/drawings are needed, it will be extra.
- Any existing devices that need to be replaced during functional testing after the FACP upgrade, will be an extra.
- **Fire Watch not included.**
- Any troubleshooting/repair of any existing wiring issues (ground faults, shorts, existing wire degradation) will be extra.
- Any patchwork is the customer's responsibility
- Work completed during normal business hours 8AM to 5PM, Monday through Friday.
- Quotation does not include tax. If tax exempt, please provide tax exempt certificate with purchase order.
- Quotation is valid for (10) days.

Delays, Costs and Extensions of Time.

JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

SPECIAL NOTE: As has been discussed what is not included is any trouble shooting on existing circuits that may arise with the use of existing cables/wiring when connected to the new panels. We have noted from other projects that due to some of the new requirements by UL, new panels are more sensitive to these issues. Such issues will have to be resolved on a negotiated time & material basis. Estimated cost should and is our attempt to be covered in the allowance cost which is still included in this price.

IMPORTANT NOTICE TO CUSTOMER



In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within ten (10) days from the date of the Proposal.

If you have any questions, please call me.

Jason Ropson / Electronic Service Sales Representative / JCI
Mobile: 608-509-2881
Jason.ropson@jci.com

Please note:

FOB Jobsite

If approved, please sign the last page of the quote and e-mail or fax back the entire quote. If required, please forward a purchase order with the signed quote. Purchase Orders must include our quote number.



QTY	MODEL NUMBER	DESCRIPTION
1	4100-9701	ES-PS MSTR CTRLR 2X40
1	41002153	3Bay Glass Dr Pkg Factory Only
1	41007905	FACTORY BUILT-MAIN CONFIGURED
1	4100-2504	CS GATEWAY W/IP COM 4100 SIDE
1	4100-1290	24 POINT I/O MODULE
1	4100-3117	MSTR CTRLR IDNET2, FACTORY ONLY
2	4100-5450	NAC CARD
1	4100-0644	120V ES-PS PDM HARNESS
1	4100-0634	POWER DISTRIBUTION MODULE 120V
1	4100-1294	LED/SWITCH SLIDE-IN LABEL KIT
1	4100-5131	ES-PS FAN MODULE
1	4100-9621	BASIC AUDIO W/MIKE-DIGITAL
1	4100-1241	MESSAGE EXPANSION, 8 MINUTES
1	4100-1252	AUDIO IF MODULE, SGL CHANNEL
1	4100-1329	DIG. 100W AMP,6NAC,120VAC,70V
1	4100-1280	8 SWITCH, 8 RED LED MODULE
1	4100-1288	64/64 LED/SWITCH CONTROLLER
2	4100-0011	FACTORY USE ONLY-AUDIO SHIPKIT
4	4100-1279	2 BLANK DISPLAY MODULE
1	4100-2302	8 SLOT EXP BAY FILLER PANEL

QTY	MODEL NUMBER	DESCRIPTION
2	2081-9296	BATTERY 50AH
1	4100-9920	4100ES RETROKT 3 BAY RED GLS D

QTY	MODEL NUMBER	DESCRIPTION
1	4009-9201	NAC EXTENDER 120VAC, IDNET
2	2081-9274	BATTERY 10AH

QTY	MODEL NUMBER	DESCRIPTION
6	4099-9004	STATION-LED, SA ADDR
1	4090-9002	RELAY IAM

QTY	MODEL NUMBER	DESCRIPTION
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DSGN LAB	DESIGN LABOR
CAD LAB	CAD LABOR
PM LAB	PROJECT/CONSTRUCTION MGMT
TECH LAB	TECHNICAL LABOR

Total net selling price, FOB shipping point, \$22,879.02

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

Payment Options:

Johnson Controls Capital Funding Solutions

Equipment Finance Agreement: Allows for payment over time for products and installation costs, while maintaining ownership of assets. No down payment required.

As a Service Subscription: Covers costs of installation and services over time without ownership of assets. No upfront costs.

Final pricing subject to change based on credit approval, any applicable state/local taxes

For more information on Johnson Controls Capital funding solutions, please forward this proposal along with any questions to your sales representative and JCCapitalNA@jci.com.



IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, deposit for a minimum of 30% of the sell price, and the invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

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

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 requirement
 YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: YES: E-mail address to be used: _____
 NO: Please submit invoices via mail
 NO: Please submit invoices via _____

<p>Offered By: Johnson Controls Fire Protection LP</p> <p>Telephone: _____</p> <p>Representative: _____</p> <p>Email: jason.ropson@jci.com</p>	<p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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TERMS AND CONDITIONS (Rev. 9/22)

1. Payment and Invoicing. All payments are due net thirty (30) days from the date of invoice. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days from the date of the invoice. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. 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 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 Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend

services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company 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 Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Deposit. Unless prohibited by law, Customer agrees to pay a deposit for a minimum of 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the deposit after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer.

All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with federal, state/provincial and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites,

liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act).

Certain of Company's 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, Company 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.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by

Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION(AND, IF SPECIFIED, TESTING)PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENT WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAM. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PART THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING AND PIPING.

9. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company

determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company 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.

10. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

11. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to

support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of

Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

14. COVID-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

15. Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

16. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

17. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

18. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans,

specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

19. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

20. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

21. Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

22. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card

readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

22. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

23. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video

monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company 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.

25. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the

Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

26. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

27. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

28. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or

recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

29. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

30. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

31. Force Majeure; Delays. Company 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 Company 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 Company, 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 Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company 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 Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

32. One-Year Claims Limitation; Choice of Law.

For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties

agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

33. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

34. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and

Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company 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 and unless otherwise agreed to by the parties in writing, 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 herein. 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. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

38. Electronic Media. 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. JCI may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

39. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

40. Privacy. Company as : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Company as :** Company 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 Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

41. License Information (Security System Customers): **AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. 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: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.