AIMS K-12 College Prep Charter District

Facilities Committee Monthly Meeting

Date and Time

Thursday June 11, 2020 at 5:00 PM PDT

Location

Zoom

Join Zoom Meeting
https://zoom.us/j/92283526928

AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510) 220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting. **Comments and questions should be entered into the chat feature of the Zoom meeting.**

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**5:00 PM**
	Opening Items			
	A. Call the Meeting to Order			
	B. Record Attendance and Guests			

		Purpose	Presenter	Time
C.	Public comments on Non-action items	Discuss		5 m

Public Comment on Non-Action Items is set aside for members of the Public to address the items on the Committee's agenda prior to each agenda item. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section)

D.	Public comments on Action items	Discuss		5 m

Public Comment on Non-Action Items is set aside for members of the Public to address the items on the Committee's agenda prior to each agenda item. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section)

II. Non-action Items — 5:10 PM

A.	Update on the installation of lateral pipe for the sewer system	Discuss	Dana Lang	15 m
B.	Update on preparation and purchases (i.e., PPE) for Opening Day	Discuss	Dana Lang	15 m

III. Action Items — 5:40 PM

A.	Security System Update - Additional info that will impact bid, and impact of security system on AIMS insurance, and authority to install during COVID19	Vote	Dana Lang	15 m

IV. Closed Session — 5:55 PM

A.	Public comments on Closed Session items	FYI		5 m

Public Comment on Closed Session Items is set aside for members of the Public to address the items in this section prior to closed session. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. Comments are limited to two (2) minutes

		Purpose	Presenter	Time
	per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).			
B.	Recess to closed session	FYI		5 m
	Closed Session Items:			
	1. Conference with Real Property Negotiators (Gov. Code Section 54956.9)			
	2. Conference with Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9)			
C.	Reconvene from closed session	FYI		5 m

V. Report from closed session

VI. Closing Items — 6:10 PM

A.	Items for next agenda	Discuss		5 m
B.	Adjourn Meeting	Vote		
C.	Notes	FYI		5 m

The next regular meeting of the Board of Directors is scheduled to be held on June 16, 2020, at 6:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510)220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

I, Kellie Minor, hereby certify that I posted this agenda on the AIMS website at https://www.aimsk12.org/board-directors on, June ?, 2020, at 1:20 PM. Certification of Posting

Coversheet

Security System Update - Additional info that will impact bid, and impact of security system on AIMS insurance, and authority to install during COVID19

Section: III. Action Items
Item: A. Security System Update - Additional info that will impact bid, and impact of security system on AIMS insurance, and authority to install during COVID19
Purpose: Vote
Submitted by:
Related Material: AMERICAN INDIAN COLLEGE PREP - CONTRACT (1).pdf

Johnson Controls

8880UE01

COMMERCIAL SALES AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0091-PLEASANTON, CA				1-5CMGI5X

DATE: 5/11/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")
Mark Daoud
3801 Bay Center Place,
Hayward, CA 94545-3619
Tele. No. (510) 305-5381

American Indian College Prep.
d/b/a: American Indian College Prep.
("Customer")
Customer Billing Information
171 12th street, ATTN: TIFFANY TUNG
OAKLAND, CA 94607
Attn:
Tele. No.

Customer Premises Serviced
171 12th St,
Oakland, CA 94607
Attn:
Tele. No. (510) 301-6015

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

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

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

II. CHARGES AND FEES; TAXES: Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the installation charge deposit ("Installation Charge Deposit), if any, set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and the Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges per annum set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION (the "Annual Service Charges"), payable in advance Quarterly plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and may increase prices upon notice to customer to reflect increases in material and labor costs.. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full. Invoices are payable on or before the payment due date specified in the invoice. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. All other amounts remain due as specified in the invoice. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]

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Johnson Controls

8880UE01

COMMERCIAL SALES AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0091-PLEASANTON, CA				1-5CMGI5X

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE _____

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

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

CUSTOMER: _____

SIGN HERE

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

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

Sales Agent: Mark Daoud

Sales Representative Registration Number (if applicable): _____

_____
(Name Printed)

Title: _____

Date Signed: _____

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Johnson Controls

COMMERCIAL SALES AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0091-PLEASANTON, CA				1-5CMGI5X

SCOPE OF WORK / SCHEDULE OF PROTECTION

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

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	Burglar Alarm Monitoring PROVIDED
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	No Service Selected
Video Equipment:	No Service Selected
Maintenance Service Plan; Preventive Maintenance/Inspection:	No Service Selected
Additional Services:	Sole Path Celluar Monthly Timer Test Services PROVIDED,Mobile Security Management Service PROVIDED

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

Qty	Product Name	Location
20	Regular Labor	
1	Programming and testing	
1	Install Training	
1	Vista-128 kit; inc Vista-128BPT control, 6160 keypad, 1361 transformer, WAVE2 siren, jack, cord	
1	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	
1	LTE CONTROLLER-RADIO,CAT1,TELI LTE-XA	
1	SERIAL RECEIVER INTERFACE FOR HONEYWELLS VISTA 128 AND 250 PANELS	
8	Universal Transmitter	
2	Passive Infrared Motion Detector	
2	ShatterPro Glassbreak Transmitter	
6	1"RECESSED STEEL DOOR/DPDT	
1	Ceiling Mount Motion Detector	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	$4,761.79
* Estimated Tax(es):	$215.91
TOTAL INSTALLATION CHARGE:	$4,977.70
Installation Deposit Amount:	$0.00

2. Annual Service Charge:

Annual Service Charge Amount:	$708.00
* Estimated Tax(es):	$0.00
TOTAL ANNUAL SERVICE CHARGE:	$708.00

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

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

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Contact Information: CUSTOMER CONTACT AND CAF SIGNER: TIFFANY TUNG tiffany.tung@aimsk12.org 510 912 4045 SALES REP: MARK DAOUD 510 305 5381
System Operation: JCI TO INSTALL: (1) V128BTISPK (1) LTE-XA (1) EN7290 RECEIVER (8) EN1210 TRANSMITTER (2) EN1260 MOTION (2) EN1247GLASS BREAK (6) STEEL DOOR CONTACT (1) EN1265 CEILING MOUNT MOTION LOCATIONS PER ATTACHED SITE MAP
Programming Info: INSTALLER RESPONSIBLE FOR PROGRAMMING MSM MOBILE APP ON AROUND 5 COMPATIBLE IOS & ANDROID SMARTPHONES, ALSO PROGRAMMING SECURITY CODE ON KEYPAD
Site Conditions: MULTI STORY BUILDING WITH GARAGE UNDERNEATH, ALL WORK BEING DONE IN GARAGE AND 1ST FLOOR. DROP TILE AND SOME HARD CAPPED CELILING. LONG LADDER NEEDED, NO LIFT
Existing Equipment: N/A
Customer Expectations: MON-FRI 9AM-5PM
Training Expectations: INSTALLER RESPONSIBLE FOR TRAINING CUSTOMER ON USAGE OF SYSTEM AND MSM MOBILE APP
General Comments: N/A
Customer Responsibilities / Johnson Controls Exclusions: CUSTOMER RESPONSIBLE FOR PROVIDING 110V POWER AT LOCATION OF PANEL, IN MDF ROOM, WHERE BA PANEL WILL BE LOCATED. CUSTOMER RESPONSIBLE FOR PROVIDING ACCESS TO SITE DURING NORMAL BUSINESS HOURS.
Documentation Needs: PLEASE HAVE TECHNICIAN LEAVE ALL MANUALS ONSITE WITH CUSTOMER

Contract Notes -

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TERMS AND CONDITIONS

TERMS AND CONDITIONS

V.Customer and Johnson Controls agree as follows:

A. Services.

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

A.2. Communication Facilities. (a) Authorization. To facilitate Johnson Controls' ability to provide Service under this Agreement, Johnson Controls may make requests for information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Johnson Controls' CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Johnson Controls will provide such connection at Customer's request and expense. (c) General. JOHNSON CONTROLS' RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS JOHSON CONTROLS CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JOHNSON CONTROLS' ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER JOHNSON CONTROLS' INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JOHNSON CONTROLS' CMC. IF JOHNSON CONTROLS DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, JOHNSON CONTROLS WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JOHNSON CONTROLS RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JOHNSON CONTROLS' CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JOHNSON CONTROLS DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN JOHNSON CONTROLS WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JOHNSON CONTROLS AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JOHNSON CONTROLS' CMC. JOHNSON CONTROLS WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT JOHNSON CONTROLS MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JOHNSON CONTROLS. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

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

A.3.2 Advanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

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

A.4. Testing/Inspections Service ("T/I"). Intentionally left blank - Services have not been purchased.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.12. Mobile Security Management ("MSM") Services. 1. Account Activation Required; Additional Terms and Conditions. To activate any web-based features, Customer must visit https://www.virtualkeypad.com/ ("MSM Site") and acknowledge the website terms of use ("MSM Site Terms"). All of Customer's employees, agents, and personnel using the System ("Users") are subject to the terms and conditions of the Agreement as modified by this Rider, in addition to the MSM Site Terms. At the time of account activation and when adding/modifying Customer Users, Customer shall identify such Customer Users as: (a) Admin User- Admin rights grant the ability to add and control other users as well as to configure and edit notifications. Has access to both the intrusion controls and video systems within a site or multiple sites; or (b) Standard User- User with limited access to the MSM System. Rights are only granted by the Admin user to access intrusion controls and/or video within a site or multiple sites. Does not have the ability to configure and edit notifications. "Master User" rights shall be retained by Johnson Controls and shall be used only on an as needed basis to provide technical support and maintenance service to Customer. 2. Mobile Security Management. Customer assumes full responsibility for: (a) the placement, location, direction and presence of the Equipment and any components (whether or not furnished by Johnson Controls) such as, cameras, recording, peripheral or other devices (each, a "Device"); (b) the recording, transmission, transfer or other use of any images/data captured by the System; (c) the manner of Customer's use of the System or any image or data captured/generated; (d) operating, setting, arming, disarming, viewing, configuring, modifying, reviewing and controlling the System and any associated systems e.g., thermostats, heating/air conditioning systems, lighting systems, doors, garage doors, fans, blinds, shutters, locks, appliances, et cetera connected to the System; (e) complying with all applicable laws related to Customer's use and operation of the System; (f) providing compatible Internet connectivity, computers, PDA's or other interface devices, if applicable, to enable Customer to use the System; and (h) User's access to and use of the System. Customer shall, and shall cause its Users to, fully comply with all laws governing the placement, presence, operation and use of the System and any data, photographs, images, live and archived video/audio feeds/recordings (collectively, "Recordings") captured by or generated by the System. The System is intended to be used only in conjunction with Johnson Controls' central station burglar alarm monitoring service and not as a separate/stand-alone alarm/intrusion event detection system. CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD JOHNSON CONTROLS, ITS AFFILIATES, AND SUPPLIERS HARMLESS FROM ANY DAMAGES, LIABILITIES AND COSTS OR EXPENSES OF ANY KIND ARISING OUT OF ANY THIRD PARTY CLAIMS RELATED TO CUSTOMER'S USE OF THE SYSTEM AND RECORDINGS. 3. Transmissions; Security Risks. In providing the Services, Johnson Controls, its third party suppliers ("Suppliers"), or affiliated companies or their agents, employees, or directors (for purposes of this Section 3, collectively, "Johnson Controls"): (a) Johnson Controls may transmit, record, store, provide and/or receive unencrypted data, Recordings, e-mails and text messages ("Transmissions") via the Internet and/or store such Transmissions in facilities located outside the United States, and (b) Johnson Controls cannot and does not warrant, assure, or guarantee the integrity, accuracy, confidentiality, or security of any Transmission of or from unauthorized or unexpected use, disclosure, corruption, interception or other improper act (collectively, "Security Risks"). Customer hereby assumes, releases and discharges Johnson Controls of and from and shall upon demand indemnify and hold Johnson Controls harmless from all Security Risks and any and all loss, damage and liability caused by the Security Risks. If Johnson Controls stores any Transmissions on Customer's behalf, Johnson Controls cannot and does not warrant, assure or guarantee the length of time such Transmissions will be stored. Customer is responsible for all Internet Service Provider and telecommunication charges incurred by Customer to facilitate its use of the System including any Transmissions to Johnson Controls. Customer is solely responsible for determining the capture/record settings on the Devices e.g., frequency and quality of Recordings. Such settings may affect the volume of Transmissions Customer is able to store and the fees charged to Customer for data hosting/storage. Johnson Controls shall have no liability whatsoever for the content of the Transmissions or failure of the System to transmit signals and/or data regardless of (1) the cause of such transmission failure; (2) whether Johnson Controls had knowledge of or should have had knowledge of any such failure or the content of any such Transmissions; and/or (3) whether Customer has paid Johnson Controls for any such Services. Customer acknowledges that the use of radio frequencies, cellular devices, and wireless equipment may be regulated and controlled by the Federal Communications Commission and/or the Federal Trade Commission and changes in rules, regulations and policies may necessitate Johnson Controls' discontinuance of any Services including the transmission of data. The System may include or be configured by Customer to provide: (a) supplementary e-mail or text-message notifications (collectively, a "Supplementary Alarm Notice") of certain alarm signal events received by Johnson Controls' alarm monitoring center (the "CMC") from the System (each an "Alarm Event Signal"); and/or (b) e-mail or text-message notifications (collectively, an "Electronic Notice") of certain non-alarm signal events, such as changes-of-state of the System, or the occurrence or non-occurrence of certain events capable of detection the System ("Non-Alarm Event"). In order to receive and review a Supplementary Alarm Notice and/or an Electronic Notice, Customer must provide valid email addresses and telephone numbers, and e-mail or text-message software that is compatible with the System's e-mail and text-message protocol. Any additional or updated software, hardware or service or any adjustments or repairs to Customer's e-mail, text-message or Internet system, service or devices required to assure such compatibility will be obtained by Customer at Customer's expense. There may be times when a Supplementary Alarm Notice and/or an Electronic Notice will not be transmitted by the System or received by Customer or a Supplementary Alarm Notice and/or an Electronic Notice may be impaired or interrupted by conditions or circumstances beyond Johnson Controls' control, e.g., telecommunication failures, intermittent signals, interference, or areas without telecommunication network signals, Internet failures, computer viruses or problems with Internet service providers. Johnson Controls does not make any representation or warranty concerning the deliverability, quality, readability, reliability, timeliness, privacy or security of any Supplementary Alarm Notice and/or Electronic Notice. Further, Supplementary Alarm Notice(s) may be transmitted by Johnson Controls and received by Customer before the CMC has received and responded to the related Alarm Event Signal. ACCORDINGLY, CUSTOMER SHOULD NOT ENTER AND CUSTOMER SHOULD PREVENT OTHERS FROM ENTERING CUSTOMER'S PREMISES AFTER CUSTOMER OR ANYONE ON CUSTOMER'S EMERGENCY CONTACT LIST HAS RECEIVED A SUPPLEMENTARY ALARM NOTICE OF A BURGLARY, PANIC, DURESS OR ANY OTHER ALARM EVENT SIGNAL THAT MIGHT INDICATE AN INTRUDER HAS ENTERED CUSTOMER'S PREMISES WITHOUT BEING ACCOMPANIED BY THE POLICE OR A LICENSED SECURITY OFFICER. CUSTOMER FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT Johnson Controls WILL NOT (A) CONTACT ANYONE ON CUSTOMER'S EMERGENCY CONTACT LIST, OR (B) SEND THEM A SUPPLEMENTARY ALARM NOTICE UNTIL, IN EACH CASE, THIRTY (30) MINUTES AFTER RECEIVING A PANIC OR DURESS ALARM EVENT SIGNAL FROM CUSTOMER'S ALARM EQUIPMENT. 4. Johnson Controls will use reasonable care in the installation and, if purchased, the maintenance of the System. However, in light of the inherent and unpredictable nature of radio waves, radio wave interference, inconsistencies with broadband or Internet service, risk of human error, and the inherent possibilities of mechanical, electrical or other deficiencies or limitations in electronic equipment and software, Johnson Controls cannot and does not guarantee or warrant the effective or uninterrupted availability of the Services or use of the Equipment in connection therewith. 5. Customer acknowledges that it has no contractual relationship with Johnson Controls's Suppliers, and Customer is not a third party beneficiary of any agreement between Johnson Controls and its Suppliers, including but not limited to any third party network service providers ("NSP") who provide voice, data or internet services to Johnson Controls or its Suppliers. Customer understands and agrees that an NSP shall have no legal, equitable, or other liability of any kind to Customer. 6. Johnson Controls does not warrant and Johnson Controls will not provide warranty service (whether under the standard Limited Warranty or any Extended Limited Warranty/Quality Service Plan) for the batteries contained in any Device/Equipment or the replacement thereof. Customer shall test the System and batteries periodically to determine whether the batteries are charged and operating properly. Johnson Controls further does not warrant and will not provide warranty service for any part of the System obtained independently by Customer or serviced/modified by Customer or any third party. Johnson Controls IS NOT RESPONSIBLE FOR THE OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT OF ANY EQUIPMENT/DEVICES NOT PROVIDED BY Johnson Controls AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR LIABILITIES OF ANY KIND OR NATURE WITH RESPECT TO ANY SUCH EQUIPMENT/DEVICES. Any additional equipment or replacement, not covered by warranty, ordered by Customer to be drop-shipped to Customer, will be provided if such equipment is available at the time ordered and will be billed at Johnson Controls' then-prevailing price for such equipment (plus shipping, handling, and any applicable sales tax) for such equipment/replacement. Customer's installation and use of any such equipment shall be subject to the terms of the Agreement and this Rider. 7. IF THE SERVICES ARE TERMINATED: (A) JOHNSON CONTROLS WILL NO LONGER PROVIDE (I) ANY SUPPLEMENTARY ALARM NOTICE OR

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ELECTRONIC NOTICE, OR (II) LIMITED/EXTENDED WARRANTY OR REPAIR OR REPLACEMENT SERVICES FOR CUSTOMER'S EQUIPMENT, (B) CUSTOMER WILL NO LONGER BE ABLE TO USE OR MONITOR THE EQUIPMENT OR ANY RECORDINGS AND SUCH RECORDINGS THEN STORED BY JOHNSON CONTROLS WILL BE, IN THE NORMAL COURSE OF JOHNSON CONTROLS' BUSINESS, PERMANENTLY REMOVED FROM JOHNSON CONTROLS' SYSTEM(S), AND (C) ANY AUTOMATIONS, SCHEDULES, SUPPLEMENTARY ALARM NOTICES AND ELECTRONIC NOTICES SET UP THROUGH THE JOHNSON CONTROLS MSM SITE WILL NO LONGER BE AVAILABLE TO CUSTOMER. ALL Z-WAVE DEVICES THAT HAVE BEEN INSTALLED ON OR AROUND THE CUSTOMER'S PREMISES MAY STILL FUNCTION, IF CUSTOMER PURCHASES A LOCAL Z-WAVE REMOTE CONTROL. DISCONTINUANCE OF THE SERVICES WILL NOT AFFECT THE ABILITY OF THE ALARM EQUIPMENT TO COMMUNICATE WITH THE CMC UNLESS THE MONITORING SERVICE PROVIDED UNDER THE AGREEMENT HAS ALSO BEEN DISCONTINUED. REGARDLESS OF WHAT IS STATED ABOVE, CUSTOMER MAY NOT TERMINATE ANY SERVICE PROVIDED UNDER THE AGREEMENT DURING THE TERM OTHER THAN AS EXPRESSLY PERMITTED IN THE AGREEMENT.

8. A number of factors in Customer's premises are outside of Johnson Controls' control such as lighting conditions, power outages, interference from other electrical equipment, Internet service issues such as download speed or interruptions or failure of Internet service. Such factors can affect Customer's ability to view and record/capture data/images. Johnson Controls makes no representations, promises or warranties with regards to and that Customer has reviewed and found acceptable the placement, image quality, resolution, clarity, color or other viewing attributes of any camera or recording devices furnished by or installed by Johnson Controls . 9. Network Connections and Communications Facilities. Johnson Controls' provision of the Services requires cellular data, broadband and/or DSL Internet, networked devices such as computers, personal digital assistants, cellular telephones/devices, routers and network connectivity (individually and collectively referred to as a "Network" and/or "Network Devices") that is compatible with the System. Johnson Controls will configure the settings on the System to work with Customer's Network and Network Devices. Johnson Controls will not alter Customer's Network, Network Devices, or firewall or security settings. Johnson Controls is not responsible for the setup, operation, maintenance or compatibility of Customer's Network or Network Devices or communication facilities. Customer is solely responsible for any telecommunications or other connectivity charges (including SMS charges) incurred as a result of using the Services. Customer shall be solely responsible for resolving any disputes with any telephone/Internet service company related to same. The speed and quality of remote video viewing is directly dependent upon the speed and quality of Customer's Network and Network Devices used with the Equipment. Johnson Controls is not responsible for performance issues or failures resulting from the Network, Network Devices or any hardware, software or other service provided by Customer for use with the Services including, without limitation, Internet latency, local area networks and non-conforming or non-compatible Network Devices or software. Customer may incur additional charges if the Network information Customer provides to Johnson Controls is incomplete or inaccurate or, if at the time of installation, Customer's Network connectivity is not available or Customer's Network is incompatible with the Equipment and such occurrence results in Johnson Controls spending excess time or re-scheduling appointments to complete the installation. Customer is responsible for purchasing, at Customer's expense, any equipment required to connect the Equipment to Customer's Network including, without limitation, a router and any network switches needed for Johnson Controls to complete the installation of the Equipment and Customer's utilization of the Services. Requests for service or support should be made to Johnson Controls at 800-289-2647. Johnson Controls will retain the ability to remotely access Customer's Equipment and System for maintenance purposes and in order to expedite installation in connection with new Customer location service requests. Use of certain System features requires Customer to: (a) have access to the Internet and an e-mail or text-message address; and (b) accept and continue to accept the Johnson Controls' MSM Site Terms and any other terms and conditions required for access to and use of the Johnson Controls' MSM Site, as such terms and conditions may change from time to time, and (c) obtain valid User identifications, passwords, and/or personal identification codes ("PIC(s)") to access the Johnson Controls' MSM Site. The Johnson Controls' MSM Site Terms may be updated or modified by Johnson Controls from time to time at its sole discretion and without notice to Customer. Changes to the Johnson Controls' MSM Site Terms will be effective when posted. Customer agrees to review the Johnson Controls' MSM Site Terms periodically to be aware of any changes. Customer will be deemed to have accepted any modified Johnson Controls MSM Site Terms if Customer continues to use the Johnson Controls MSM Site after such modified terms have been posted. Customer may have the option to remain logged onto the Johnson Controls' MSM Site from Customer's PDA or other equipment for an extended period. Persons who obtain access to Customer's Network and Network Devices while it is logged onto the Johnson Controls' MSM Site, may be able to view the images and data contained on or transmitted to the Johnson Controls' MSM Site. Customer is solely responsible for the security of Customer's PICs, Network and Network Devices or other equipment used to log onto the Johnson Controls' MSM Site. Customer releases Johnson Controls and its Suppliers from and shall upon demand indemnify and hold Johnson Controls and its Suppliers harmless from any loss, damage or other liability arising from any person obtaining access to Customer's personal and private information through Customer's Network, Network Devices or other equipment used to log onto the Johnson Controls' MSM Site.

A.13. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.

A.14. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.15. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.16. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.

A.17. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.18. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.19. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.20. Audio Enabled Devices. Intentionally left blank – Equipment has not been purchased.

A.21. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.22. Automated Notification. Intentionally left blank - Services have not been purchased.

A.23. Remote Technical Services. Intentionally left blank - Services have not been purchased

A.24.Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.25 WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.26. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR

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PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

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

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

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1.Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls does not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls. Insurance, if any, covering such risk shall be obtained by Customer. Johnson Controls shall have no liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls is found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, its liability shall be limited to a sum equal to 10% of the Annual Service Charge or $1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider. 4.The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' performance or nonperformance of its obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its agents or employees. If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Johnson Controls or its agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2.Failure to pay amounts when due is a material breach of this Agreement and shall give Johnson Controls, in addition to any other available remedies, the right to stop performing any Services and/or withhold further delivery of Equipment and other materials, terminate or suspend any software licenses, and/or terminate this Agreement and to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. . Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3.In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal

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Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

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

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

I. Miscellaneous. 1.Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2.Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5.Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: $1,000,000 per incident - $2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7.Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

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

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

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

M. 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, Johnson Controls' 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, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

N. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security

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Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341,EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNSCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.
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Johnson Controls

COMMERCIAL SALES AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0091-PLEASANTON, CA				1-5CMGI5X

ADDITIONAL TERMS AND CONDITIONS

DATE: 5/11/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")

Mark Daoud
3801 Bay Center Place,
Hayward, CA 94545-3619
Tele. No. (510) 305-5381

American Indian College Prep.
d/b/a: American Indian College Prep.
("Customer")
Customer Billing Information
171 12th street, ATTN: TIFFANY TUNG
OAKLAND, CA 94607
Attn:
Tele. No.

Customer Premises Serviced
171 12th St,
Oakland, CA 94607
Attn:
Tele. No. (510) 301-6015

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

Terms and Conditions
Scope of Work. Johnson Controls will endeavor to furnish the Services and to install or cause to be installed the Equipment or System(s) specified in this Agreement. Customer understands that there may situations where, due to local requirements, Johnson Controls will not be permitted to contract with Customer for certain specialized services such as fire suppression or lock-smith services. In such cases, Johnson Controls will use reasonable commercial efforts to identify properly licensed subcontractors to perform the work on Customer's behalf. Failing to identify such subcontractors will not constitute breach of the Agreement on the part of Johnson Controls and Customer's exclusive remedy will be to obtain a refund for any such work not performed.
Change Orders. Any changes in the Work, Equipment, or Materials requested by the Customer after execution of this Agreement must be (1) authorized in writing by the Customer, and (2) paid for by the Customer, in full, prior to commencement of the Work.
Changes and Extras. No changes, modifications, additions or deletions to the Work will be performed unless the following are agreed to in a signed writing: (1) Specifications, (2) Adjustment to Work Schedules, and (3) Adjustment to the Contract Price reflecting price conditions on the date of the change, modification, addition or deletion. The Customer may defer the dates for commencement or prosecution of the Work upon giving reasonable notice to Johnson Controls and for reasonable cause, and any such change will be treated as a suspension of the Work. The Customer may request overtime and additional shifts subject to Johnson Controls' reasonable ability to comply with the request, and the additional Work requested will be subject to Johnson Controls' standard labor rates for the geographic area and shifts involved. Any associated costs will be added to the contract price.
A/C Power. Customer will supply the necessary 110VAC power as required by Johnson Controls.
Annual Service Charge – Initial Term. Johnson Controls agrees to honor the Annual Service Charge for Monitoring Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

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

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

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

Sales Agent: Mark Daoud
Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____ SIGN HERE

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

_____
(Name Printed)

Title: _____

Date Signed: _____

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