



Staff Report

City Commission Regular Meeting

June 25, 2026

To: City Commission
From: Daniel Impson, IT Coordinator
Meeting Date: June 25, 2026
Item Name: Resolution 2026-50. A Resolution by the City Commission of the City of Flagler Beach, Florida, to engage Johnson Controls to install a city-wide camera system for a purchase price of \$109,859, payable with a 20% mobilization and progress billing to completion, with an annual subscription fee of \$47,815.80; providing for conflict and providing an effective date.

Background:

The City of Flagler Beach has previously identified a need for expanded video surveillance at strategic outdoor locations to enhance public safety and support City operations. A reserve account has received annual contributions from the General Fund for implementing this project.

Mr. Daniel Impson solicited and reviewed several proposals:

- Flock Safety (limited to license plate reader use only)
- CDW-G (no response)
- Verkada (no response)

Based upon the technology limitations and non-responsiveness, Mr. Impson recommends accepting the Johnson Controls proposal.

Fiscal Impact:

\$109,859 for implementation and \$47,815.80 annually

Staff Recommendation:

Staff recommends approval of Resolution 2026-50.

Attachments:

1. CITY OF FLAGLER BEACH VIDEO SYSTEM WITH CLOUD HOSTING 6-2-26



CITY OF FLAGLER BEACH

Video cameras and Cloud Hosting Service

June 2, 2026

Thank you for the opportunity to provide a proposal. JCI is pleased to submit this document along with Bill of Materials and Markups for your evaluation and approval. While JCI can indeed meet the requirements described in the following pages, JCI can add value where appropriate due to our expertise and experience as a provider of building and security integrations for many years.

Project Location	City of Flagler Beach
To:	<p>CITY OF FLAGLER BEACH COMPLEX</p>  <p>Daniel Impson Information Technology Coordinator Office: (386) 517-2000 ext. 240 Cell: (386) 318-5811 105 S. 2nd Street, Flagler Beach FL 32136 www.cityofflaglerbeach.com City of Flagler Beach Facebook My Flagler Beach App</p>
Solution Navigat or Project Name	City of Flagler Beach Cloud Hosted Camera system
Site Hours of Operati on	8:00 am – 5:00 pm / Monday – Friday

Jennifer A Webb
Jennifer A Webb
 Account Executive Security & Fire
 Johnson Controls
jennifer.a.webb@jci.com

Sergio Reyes
Sergio Reyes
 Account Executive Security & Fire
 Johnson Controls
sergio.reyes@jci.com

SYSTEM OPERATION

Customer Objective

City of Flagler Beach is looking for JCI expertise in providing a new “Cloud Hosted Video Solution” to provide video surveillance in strategic locations. We understand the City of Flagler Beach is looking for the system to be user-friendly and cost competitive.

List Document References

Link with Pins for camera locations provided by Daniel Impson, May 11, 2026.

https://www.google.com/maps/@29.4788241,-81.1331214,16z/data=!4m3!1m2!2sBxy1AxOnBAKITEBadBGU1syLf91KOg!3e3?entry=tu&g_ep=EgoyMDI2MDUxMy4wIKXMDSoASAFQAw%3D%3D

Proposed Solution

JCI has reviewed your request and has based this proposal on our understanding of City of Flagler Beach requirements. If any points need clarification, or if you would like to discuss the proposal further, please contact your JCI representative for prompt attention.

JCI Proposal Solution: JCI will provide a Turnkey solution Video Solution, consisting of 15 Cabinets each with 2 180' cameras, pole mounting hardware, solar panel for each cabinet, installation, testing, Commissioning, training, and the first year annual subscription includes cellular modem & data plan, cloud hosting for 30 day storage retention at 4MP resolution.

Additional details:

- **Video Surveillance System**
 - JCI will provide for software and licenses:
 - 30 Cloud IP channel licenses - 1year 15 180 cameras x 2 for each location
- **Generalities**
 - The Submittal package price is included in this proposal. This price will include:
 - Drawings
 - Cover
 - Floor Plan (owner to provide drawing in electronic format via autocad)
 - Risers
 - Head End Typical Wiring Only
 - Field Devices Typical
 - Typical Door Elevations
 - Data booklet
 - Operation Manuals
 - JCI will include training hours in this proposal
 - JCI will include programming in this proposal
 - JCI will not provide per diem and permit fees in this proposal
 - JCI will provide a lift for installation
 - JCI will not provide conduit in this proposal
 - JCI will provide cabling, installation of all devices, and terminations

Video System Equipment Details

Fifteen (15) EN-SS213WCS-2DX01 EAGLE EYE "ANYWHERE" CAMERA DIRECT CABINET 2XDX01
Fifteen (15) EN-SZ004 Solar Panels
Fifteen (15) EN-M40-1 CELLULAR MODEM MM01 Management Annual
Fifteen (15) EN-DPMM-001-1 CELLULAR MODEM DATA PLAN NA FOR MM01 ANNUAL
(LIMITED TO 2 DIRECT CAMERAS 2MP OR 8 CAMERAS)
Thirty (30) EN-HD4-D30 Cloud Recording subscription

SITE CONDITIONS

Work Hours and Labor Rates

- All work is to be performed during normal working hours, Monday-Friday between 8:00 am to 5:00 pm excluding local and national holidays. If it is required that work be done at any other time except normal working hours, a change order will be presented to the owner's representatives with a schedule of costs. Upon acceptance of the change order, the work will be done, and additional charges will be added to the total charge to the customer.
- All work performed is estimated utilizing standard JCI Integrated Security Labor Rates. Should Prevailing Wage, or A-Rate Labor apply, the customer is required to pay a variance.

Other Trades/Contractor's Exposure

- General Contractor, Electrical Contractor, Door Hardware, IT Department

Building Status and Type

- Existing

Ceiling Height and Ceiling Type

- Outdoor light poles
Requires a lift with two techs

Foreseen Obstacles

- Roadway Traffic will require proper safety area tie off during installation

Special equipment/training needs

- The site requires safety training prior to the commencement of work.
- Proper Personal Protection Equipment is needed.
- safety area tie off during installation.
- High lift with platform (2 techs)

PROGRAMMING

Video System Programming

Programming Details

Manufacture

- Brivo

Hardware

- Cameras
 - JCI will program Cameras with an IP Address to communicate with NVR/Cloud Appliance.

Software

- NVR Configurations
 - Retention Storage – 30 Days Storage
 - Frames Per Second – 4
 - Motion Recording
 - Interior – 6 hours
 - Exterior – 8 Hours
 - Compression: 4MP



HD4-30 Cloud storage

storage

calculation

<https://www.een.com/product/cloud-vms-subscriptions/>

The Eagle Eye Security Camera VMS is delivered via Eagle Eye subscription plans. An Eagle Eye Bridge or an Eagle Eye CMVR is required. The subscription plans are priced per camera per month and vary based on camera resolution and desired retention period. All plans include web and mobile access, 24/7 operational monitoring, and unlimited alerts.

<https://www.een.com/product/cloud-vms-subscriptions/>

Testing and Commissioning

JCI Certified Technician to perform the following:

- JCI to confirm with the customer the camera's field of view and final placement before installation.

BILL OF MATERIAL

Bill of Material Installation		
part number	Description	quantity
EN-SS213WCS-2DX01	EAGLE EYE "ANYWHERE" CAMERA DIRECT CABINET 2XDX01 (Two 180' Cameras) per unit	15
EN-SZ004	EAGLE EYE "ANYWHERE" SHADE FIGHTER SOLAR PANEL SZ04 120W W/POLE MOUNT	15
Annual Subscription		
EN-M40-1	Verizon CELLULAR MODEM MM01 Management Annual	15
EN-DPMM-001-1	Verizon CELLULAR MODEM DATA PLAN NA FOR MM01 ANNUAL LIMITED TO 2 DIRECT CAMERAS 2MP OR 8 CAMERA#	15
HD4-30	Cloud Recording subscription per camera	30

GENERAL INFORMATION AND CLARIFICATIONS

Proposal

- Pricing included in this quotation is valid for 30 days from the date of this proposal.
- This proposal does not include permits or fees for the installation of the systems.
- This quote includes estimated sales tax only. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Labor Rates

- All work performed is estimated utilizing standard JCI Integrated Security Labor Rates.
- Should Prevailing Wage, or A-Rate Labor apply, the customer is required to pay a variance.

Site Safety

- The location of all proposed equipment is assumed to be installed outside of any Hazardous Areas. It will be the responsibility of the Customer to advise prior to installing if any area hazards exist.
- Asbestos testing, removal & drilling are not included in this proposal.

Coordination

- JCI will coordinate an estimated project schedule with the client prior to the start of the project. Any subsequent scheduling changes, additions, or deletions must be mutually agreed upon prior to the change. Any changes may result in additional charges.

Expected Work Hours

- Normal Business is 8:00 am to 5:00 pm excluding local and national holidays.

Engineering

- Any re-engineering of the original scope of work that can compromise the functionality of the system may require a change order and result in additional charges.

Electrical

- This proposal does not include the provision or installation of 120v A/C power.
- This proposal does not include Grounding and Bonding Systems.
- The work and/or cost for the provision and installation of electrical conduits, junction boxes, wire ways, cable trays, or raceways are not included in this proposal.

Johnson Controls, Inc.
4820 Executive Park Court, Suite 109
Jacksonville, Fl. 32216

Format Version:250508

- This proposal does not include trenching, excavations, core drilling, backfilling, roof penetrations, or dewatering.

Network Communications

- The customer is to supply all data communication network connections that shall be dedicated exclusively for the bi-direct transfer of data between host/server and workstations at designated panel locations.
- The Customer must provide network bandwidth sufficient to carry data streams required by the system.

Tariff Impact Disclaimer

- This quote includes estimated sales tax only. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.
- For updates or questions, please contact your JCI Sales Representative or Account Manager.

CUSTOMER RESPONSIBILITIES

Video System

Field Equipment

- Safety personnel to control traffic during installation
- Pictures of light poles with identification marked to confirm proper mounting hardware.
- Any Power on light poles shutdown prior to installation

Testing and Commissioning

- Any re-aiming of the camera after owner has signed off will be a change order to the original job.

CUSTOMERS EXPECTATIONS

- JCI will contact the customer prior to the scheduled installation date to ensure free & clear access is provided.
- JCI technician will check in with the customer's designated contact at the start & finish of each workday.
- JCI will schedule in advance the installation on a date that is acceptable to the customer.
- The customer expects the JCI technician to arrive with the tools, parts, scope of work, layout, and other supporting documents required to complete a successful installation in a positive, professional manner.
- The customer expects to receive a call from the installation coordinator within five business days from the date that the job is booked by the sales representative. JCI Installation Department shall coordinate according to the timeline that is provided by City of Flagler Beach in a positive, professional manner.
- Plan all site preparation and accommodation that need to be made at arrival with the site contact or operations manager, which shall include but not be limited to facility operating hours, parking, equipment staging, reasonable access to areas where work is to be performed.
- Clean all workspace prior to departure to remove any packaging, debris, or other items that may have resulted from installation work.
- Communicate with the site manager or operations manager prior to departure, which shall include but not be limited to the following: a summary of work that has been performed, any hindrances that result in an inability to continue work, a summary of work that still needs to be completed, anticipated return date.

KEY CONTACTS

Jennifer A Webb

Account Executive Security & Fire
Johnson Controls
jennifer.a.webb@jci.com

Sergio Reyes

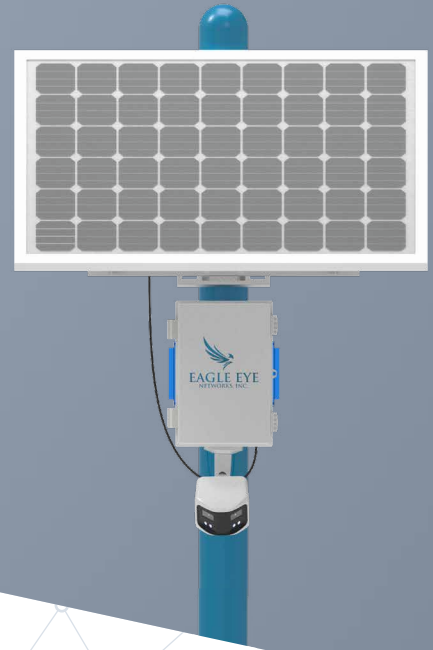
Account Executive Security & Fire
Johnson Controls
sergio.reyes@jci.com

TRAINING EXPECTATIONS

Prior to completion of the job. Coordinate with the designated contact person and employees who will need to be trained on the provided system. The training will be performed by a Certified Technician. It will consist, but not be limited to:

Video System Software

- Typical User End Navigation (General Overview)
- Viewing Live and Recorded Video
- Searching and Export Video



DIRECT-TO-CLOUD SURVEILLANCE

Eagle Eye Anywhere Cabinet System Data Sheet

Add video surveillance anywhere – connect to the cloud with no wired internet or power

Key features:

Person & Vehicle



Detection: Know when a person (on foot or in a vehicle) crosses a property line, enters a sensitive area, or is waiting for assistance.

License Plate Recognition



(LPR): Use AI to read license plates so you can know what cars are present and when. (DB14 only)

Location flexibility:



Connect cameras to the Eagle Eye Cloud VMS in any location, without a wired network connection.

Weather resistance:



Protect your system in a rugged enclosure to survive a wide range of environmental conditions.

Reduced

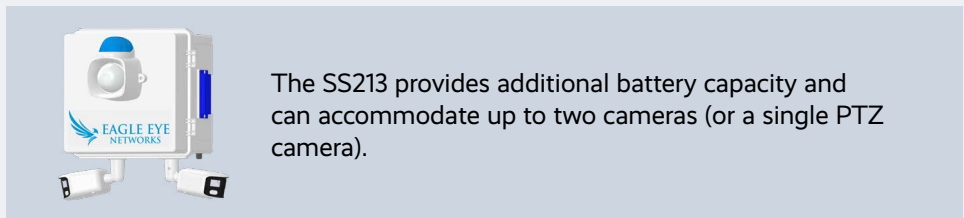
installation costs:



Eliminates the need for trenching and wiring, which can save thousands of dollars.

Eagle Eye cloud video surveillance without any wires

Eagle Eye Anywhere Cabinet Systems connect directly to the Eagle Eye Cloud VMS with an included cellular connection. This outdoor solution also includes a solar battery and controller to connect to a solar panel, providing a video surveillance solution for customers without accessible power or network. In locations with available wired power, the Eagle Eye Anywhere External Power Supply can drive battery-backed continuous operations without a solar panel.



The SS213 provides additional battery capacity and can accommodate up to two cameras (or a single PTZ camera).

APPLICATIONS FOR EAGLE EYE ANYWHERE CAMERA CABINET SYSTEMS

Add security in remote locations where power and internet are not feasible, including property perimeters and agricultural sites. Curb illegal dumping, theft, and other criminal behavior.

- Parks and outdoor recreational facilities
- Construction: site surveillance and perimeter security
- Property management: parking lots, gates, dumpsters
- Farming and cannabis: fields, greenhouses, and equipment storage
- Parking or perimeter areas
- Power infrastructure, oil and gas, water treatment facilities
- Warehouses and lots, equipment/fleet parking

Anywhere Cabinet System SS212

SS212 Part Numbers

Cabinet hardware	
EN-SS212	Eagle Eye “Anywhere” Camera Direct Cabinet, Cellular Battery, for 1 camera (Does not include camera or solar panel)
EN-SS212wcs-1DB13	Eagle Eye “Anywhere” Camera Direct Cabinet DB13 Cellular Battery
EN-SS212wcs-1DB13	Eagle Eye “Anywhere” Camera Direct Cabinet DB13 Speaker/Siren Cellular Battery
EN-SS212wcs-1DX01	Eagle Eye “Anywhere” Camera Direct Cabinet DX01 Cellular Battery
EN-SS212wcs-1DX01	Eagle Eye “Anywhere” Camera Direct Cabinet DX01 Speaker/Siren Cellular Battery
EN-SS212wcs-1DB14	Eagle Eye “Anywhere” Camera Direct Cabinet DB14 Cellular Battery
EN-SS212wcs-1DB14	Eagle Eye “Anywhere” Camera Direct Cabinet DB14 Speaker/Siren Cellular Battery
EN-SS212wcs-1DT03	Eagle Eye “Anywhere” Camera Direct Cabinet DT03 Cellular Battery
EN-SS212wcs-1DT03	Eagle Eye “Anywhere” Camera Direct Cabinet DT03 Speaker/Siren Cellular Battery
Subscriptions and accessories	
*EN-M40-1	Eagle Eye VMS M40 Cellular Modem MM01 Management Monthly
**EN-DPMM-001-1	Eagle Eye Cellular Modem Data Plan NA U001 for MM01 Monthly
***EN-SZ004	Eagle Eye Anywhere Solar Panel 120W w/Pole Mount
***EN-SZ002	Eagle Eye Solar Panel Y Connector for optional 2nd solar panel
***EN-SZ003	Eagle Eye Anywhere Cabinet Ext Power Supply 150w 90-305VAC IP67 for use with external power source instead of a solar panel

* Required subscription

** Recommended data plan subscription, can be replaced with customer provided data plan

*** At least one solar panel, or power adaptor, is required (not included); this can be replaced with a customer-provided solar panel.

SS212 System Specifications

MODEL	SS212wcs	SS212wcs-1
Camera Model	1 × DB13, DX01, DT03, or DB14	1 × DB13, DX01, DT03, or DB14
Connectivity	Wifi or 4G LTE (T-Mobile)	Wifi or 4G LTE (T-Mobile)
Bandwidth	2 Mbps on Eagle Eye data plan	2 Mbps on Eagle Eye data plan
Data Plan	Unlimited data plan offered by Eagle Eye Networks	Unlimited data plan offered by Eagle Eye Networks
Battery Capacity	30 Ah (360 Wh)	30 Ah (360 Wh)
Typical Power Consumption	5W (supports up to 3 days without solar charging) Requires 4–6 hours of direct sunlight or up to 24 hours of partial sunlight to fully charge the battery	5W (supports up to 3 days without solar charging) Requires 4–6 hours of direct sunlight or up to 24 hours of partial sunlight to fully charge the battery
Charging Temperature	-5 to 50 °C (23 to 122 °F)	-5 to 50 °C (23 to 122 °F)
Operating Temperature	-20 to 50 °C (-4 to 122 °F)	-20 to 50 °C (-4 to 122 °F)
SD Card Storage	64 GB	64 GB
Deterrence	Flashing LEDs	Flashing LEDs & Siren
Cabinet Dimensions	11.8 × 7.9 × 6.7 in (300 × 200 × 170 mm)	11.8 × 7.9 × 6.7 in (300 × 200 × 170 mm)
Solar Panel Dimensions	41.8 × 20.9 × 1.4 in (1062 × 530 × 35 mm)	41.8 × 20.9 × 1.4 in (1062 × 530 × 35 mm)
Cabinet Weight	13.0 lbs (5.9 kg)	13.0 lbs (5.9 kg)
Solar Panel Weight	14.1 lb (6.4 kg)	14.1 lb (6.4 kg)
Solar Panel Power	120W	120W
Operating Humidity Range	0-70%	0-70%
Ingress Protection	IP 65	IP 65
Mounting Accessories	Includes cabinet and solar panel mounting brackets with flexible steel pole clamps (990mm)	Includes cabinet and solar panel mounting brackets with flexible steel pole clamps (990mm)

Anywhere Cabinet System SS213

SS213 Part Numbers

Cabinet hardware	
EN-SS213wcs-2DX01 *EN-SS213wcsh-2DX01	Eagle Eye Anywhere Camera Direct Cabinet System 2x DX01 Wifi+Cellular+Battery(or Siren)+Solar Power (solar panel not included)
EN-SS213wcs-1DT03-1DB14 *EN-SS213wcsh-1DT03-1DB14	Eagle Eye Anywhere Camera Direct Cabinet System DB13 & DT03 Wifi+Cellular+Battery(or Siren)+Solar Power (solar panel not included)
EN-SS213wcs-1DZ05 *EN-SS213wcsh-1DZ05	Eagle Eye Anywhere Camera Direct Cabinet System DZ05 Wifi+Cellular+Battery(or Siren)+Solar Power (solar panel not included)
Subscriptions and accessories	
**EN-M40-1	Eagle Eye VMS M40 Cellular Modem MM01 Management Monthly
***EN-DPMM-001-1	Eagle Eye Cellular Modem Data Plan NA U001 for MM01 Monthly
****EN-SZ004	Eagle Eye Anywhere Solar Panel 120W w/Pole Mount
****EN-SZ002	Eagle Eye Solar Panel Y Connector for optional 2nd solar panel
***EN-SZ003	Eagle Eye Anywhere Cabinet Ext Power Supply 150w 90-305VAC IP67 for use with an external power source instead of a solar panel

* Use the EN-SS213wcsh- part numbers to order the siren

** Required subscription

*** Recommended data plan subscription, can be replaced with customer provided data plan

**** At least one solar panel, or power adaptor, is required (not included); this can be replaced with a customer-provided solar panel.

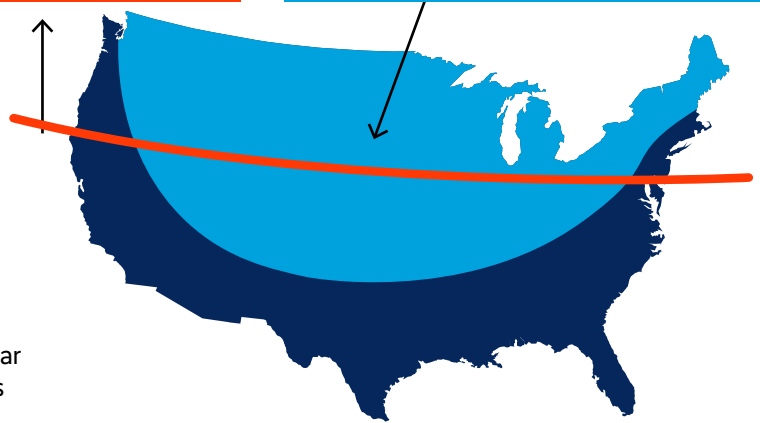
SS213 System Specifications

MODEL	SS213wcs-2DX01	SS21w3wcsh-2DX01	SS213wcs-1DT03-1DB14	SS213wcsh-1DT03-1DB14	SS213wcs-1DZ05	SS213wcsh-1DZ05
Camera Model	2 × DX01	2 × DX01	1 × DT03 + 1 × DB14	1 × DT03 + 1 × DB14	1 × DZ05	1 × DZ05
Connectivity	Wifi or 4G LTE (T-Mobile)					
Data Plan	2 Mbps on Eagle Eye data plan					
Battery Capacity	100 Ah (900 Wh)					
Typical Power Consumption	10W (supports up to 3 days without solar charging) Requires 4–6 hours of direct sunlight or up to 24 hours of partial)					
Charging Temperature	-5 to 50 °C (23 to 122 °F)					
Operating Temperature	-20 to 50 °C (-4 to 122 °F)					
SD Card Storage	64GB ea camera					
Deterrence	Flashing LEDs	Flashing LEDs & Siren	Flashing LEDs	Flashing LEDs & Siren	Flashing LEDs	Flashing LEDs & Siren
Cabinet Dimensions	14.0 × 14.0 × 11.5 in (356 × 35 × 292 mm)					
Cabinet Weight (without battery)	13.0 lbs (5.9 kg)					
Battery Weight	23.1 lbs (10.5 kg)					
Solar Panel Dimensions	41.42 × 22.76 × 1.18 in (1052 × 578 × 30 mm)					
Solar Panel Weight	19.1 lbs (8.7 kg)					
Solar Panel Power	120W					
Operating Humidity Range	0-70%					
Ingress Protection	IP 65					
Mounting Accessories	Includes cabinet and solar panel mounting brackets with flexible steel pole clamps (990mm)					



Two panels recommended

Winter conditions may limit battery charging



Solar panel considerations

Solar panel must be properly mounted and not blocked by trees or other items that will shadow it. System will achieve 99% uptime in areas with strong sunlight. The solar panel needs 4–6 hours of direct sunlight or up to 24 hours of partial sunlight to fully charge the battery. Areas with limited sunlight will have lower performance and may need a second solar panel. Consider an external power supply in these areas. Please see the FAQs for more information.

Only available in the United States.



All Cabinet Systems are available as Eagle Eye Complete

Eagle Eye Complete subscriptions eliminate upfront capital costs and include Lifetime Repair and Replace. Bundle all you need and gain peace of mind with an Eagle Eye Complete subscription. Complete subscriptions include all needed hardware, the cellular modem management subscription (M40), and cellular modem data plan subscription (DPMM-001). Camera subscriptions are not included.

SS212

EN-CSS212wcs-0	Eagle Eye Anywhere Camera Direct Cabinet System Complete CSS212 (includes solar panel) Setup
EN-CSS212wcs-1	Eagle Eye Anywhere Camera Direct Cabinet System Complete CSS212 (includes solar panel) Monthly w/1Year Commit
EN-CSS212wch-0	Eagle Eye Anywhere Camera Direct Cabinet Complete CSS212wch (includes solar panel) Setup
EN-CSS212wch-1	Eagle Eye Anywhere Camera Direct Cabinet Complete CSS212wch (includes solar panel) Monthly w/1Year Commit

SS213

EN-CSS213wcs-0	Eagle Eye Anywhere Camera Direct Cabinet System Complete CSS213 (includes solar panel or ext power supply) Setup
EN-CSS213wcs-1	Eagle Eye Anywhere Camera Direct Cabinet System Complete CSS213 (includes solar panel or ext power supply) Setup Monthly w/1Year Commit
EN-CSS213wch-0	Eagle Eye Anywhere Camera Direct Cabinet Complete CSS213wch (includes solar panel or ext power supply) Setup
EN-CSS213wch-1	Eagle Eye Anywhere Camera Direct Cabinet Complete CSS213wch (includes solar panel or ext power supply) Setup Monthly w/1Year Commit

LEARN MORE
Visit our website
EEN.COM

UNITED STATES
+1-512-473-0500
sales@een.com

LATIN AMERICA/CARIBBEAN
+52 55 8526 4926
LATAMsales@een.com

EUROPE
+31 20 26 10 460
EMEAsales@een.com

ASIA-PACIFIC
+81-3-6868-5527
APACsales@een.com

INVESTMENT

The purchase price is \$109,859, payable with 20% mobilization and progress billing to completion.

A full one-year warranty is included for all parts and labor.

Annual Subscription is required. \$47,815.80

Additional fees for additional cameras.

The Terms and Conditions of Sale shown on the attached as a part hereof

<i>The Terms and Conditions of Sale shown on the attached are a part hereof</i>	
Proposal accepted: Johnson Controls, Inc. is authorized to proceed with The work as proposed, subject to Customer credit approval.	Proposal Submitted: Johnson Controls, Inc.
Purchaser	Seller: Johnson Controls, Inc.
By	By Luis Leitao
Title	Title Installation Manager
Date	Date

Thank you for your interest in Johnson Controls, Inc's products and services.

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

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

(1) SCOPE OF WORK. This proposal is based upon the use of straight time labor only. JC and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by JC, including sufficient areas for staging, mobilization and storage. Plastering, patching and painting are excluded. “In-line” duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JC, shall be distributed and installed by others under JC’s supervision but at no additional cost to JC. Purchaser agrees to provide JC with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JC agrees to keep the job site clean of debris arising out of its own operations. JC’s obligation is limited to the scope of work set forth in JC’s proposal and does not include any modifications to the work site under the Americans with Disabilities Act or any other law or building code(s). In no event shall JC be required to perform any work JC reasonably believes is outside the scope of work without a written change order signed by Purchaser and JC. In the performance of the work, if JC encounters conditions at the work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings or (ii) unknown physical or pre-existing conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the type and character of the work, JC shall notify Purchaser of such conditions. If such conditions differ materially and cause an increase in JC’s costs of, or time required for, performance of any part of the work, JC shall be entitled to and Purchaser shall consent by change order to, an equitable adjustment of the contract price, contract time or both. Purchaser shall not charge any retention or back charge JC for any costs or expenses without JC’s written consent unless specifically noted in the statement of the scope of work or services undertaken by JC under this Agreement, JC’s obligations under this Agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JC shall not operate to compel JC to perform any work relating to such hazards or substances without JC’s express written consent.

(2) DEPOSIT, INVOICING & PAYMENTS. Purchaser agrees to pay JC pursuant to the progress billing schedule of values set forth in JC’s proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and JC will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. JC progress-based billing can also include services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 days from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Purchaser agreeing to these payment and invoicing terms. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. This Agreement is entered into with the understanding that the work or services to be provided by JC are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to JC’s work or services, JC reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Purchaser agrees to pay for the applicable prevailing wage rates. In the event of Purchaser’s default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JC’s obligation to perform under the Agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser further acknowledges that if there is any amount outstanding on an invoice, it is material to JC and will give JC, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any work and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JC’s obligations under or terminate this Agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JC’s costs of collection, including (1) actual out of pocket expenses and (2) charge Purchaser a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JC’s election to continue providing future services does not, in any way diminish JC’s right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JC shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring work or JC otherwise performs work or services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Purchaser disputes any late payment notice or JC’s efforts to collect payment, Purchaser shall immediately notify JC in writing and explain the basis of the dispute. JC may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices may be adjusted by JC prior to shipment or installation to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. “Trade Restrictions” means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). In the event JC is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Purchaser hereby agrees that JC may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. JC may terminate the work immediately upon notice to the Purchaser if JC, in its sole discretion, determines that the premises are unsafe to be accessed by JC’s employees or subcontractors.

(3) MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JC, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JC shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore. Orders for materials or equipment included may be cancelled or modified by Purchaser only with JC’s express written consent. If cancellation or modification is allowed, Purchaser agrees to pay to JC all expenses incurred and damage sustained by JC on account of such cancellation or modification, plus a reasonable profit. At a minimum, Purchaser agrees to pay the following cancellation charges if JC consents to cancellation in writing of equipment manufactured by JC: For stock units, Purchaser will owe a restocking fee of ten percent (10%) of total sale price for such units. For custom units, cancelled by Purchaser after release to fabrication, cancellation charges shall be calculated according to the following formula: Cancellation charge = $(X + 0.1) \times \text{custom equipment sell price} / Y$, where X = number of weeks from date of release for

fabrication to the date of Purchaser notice of cancellation and Y = number of weeks for delivery as offered at the time of the contract. JC shall also be entitled to recover for all on site labor performed up to cancellation, plus reasonable demobilization costs.

(4) LIMITED WARRANTY. JC warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of twelve (12) months from delivery of said equipment, or if installed by JC, for a period of twelve (12) months from installation, whichever occurs first. No warranty is provided for third-party products and equipment installed or furnished by JC. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JC will transfer the benefits, together with all limitations, of that manufacturer's warranty to Purchaser. For equipment installed by JC, if Purchaser provides written notice to JC of any such defect within thirty (30) days after the appearance or discovery of such defect, JC shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment not installed by JC shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.** JC makes no and specifically disclaims all representations or warranties that the services, products, software or third-party product or software will be secure from cyber threats, hacking or other similar malicious activity, or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(5) LIABILITY. To the maximum extent permitted by law, in no event shall JC and its affiliates and their respective personnel, suppliers and vendors ("JC Parties") be liable to Purchaser 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, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, 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 arising in any manner from the equipment or material furnished or the work performed pursuant to this Agreement. In any case, the entire aggregate liability of the JC Parties under this Agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JC for the performance of its obligations hereunder.

(6) TAXES/TARIFFS. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Purchaser, unless Purchaser presents an exemption certificate acceptable to JC and the applicable taxing authorities. If JC is required to pay any such Taxes or other charges, Purchaser shall reimburse JC on demand. If any such exemption certificate is invalid, then Purchaser will immediately pay JC the amount of the Taxes, plus penalties and interest.

(7) SCHEDULE. JC and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JC, JC shall be entitled to a change order equitably adjusting the compensation of JC to account for the increased costs associated with such schedule changes.

(8) DELAYS. JC shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JC's control, including, but not limited to Force Majeure Events, conditions of the premises, acts or omissions of the Purchaser, Owner or other contractors or delays caused by suppliers or subcontractors of JC.

(9) COMPLIANCE WITH LAWS. JC shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

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

(11) INSURANCE. Insurance coverage in excess of JC's standard limits will be furnished when requested and required. No credit will be given or premium paid by JC for insurance afforded by others.

(12) INDEMNITY. To the fullest extent permitted by law, JC and Purchaser shall indemnify each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, actions, costs, expenses or liabilities to the extent attributable to the actions or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault.

(13) PATENTS. JC shall defend or, at its own option settle, any action against Purchaser brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Purchasers located in the United States or Canadian patents or copyrights, for Purchasers located in Canada, or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Purchaser gives JC prompt written notice of any such Claim, (ii) Purchaser gives JC full authority to defend or settle any such Claim, and (iii) Purchaser gives JC proper and full information and assistance, at JC's expense (except for Purchaser's employees' time) to defend or settle any such Claim. JC will pay those costs and damages finally awarded against Purchaser in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES**

OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of JC does not apply with respect to products or equipment or portions or components thereof (a) not supplied by JC, (b) made in whole or in part in accordance with Purchaser or owner specifications, (c) which are modified after shipment or installation by JC, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Purchaser continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Purchaser's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Purchaser will indemnify JC and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from JC's indemnity obligation herein.

(14) OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

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

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

(17) FAR. In the United States, JC supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JC will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

(18) DIGITAL ENABLED SERVICES; DATA. If JC provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JC's cloud-hosted software applications. Customer consents to and grants JC the right to collect, transfer, ingest and use such data to enable JC and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JC products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JC secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JC software and related equipment installed at Customer facilities and JC cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use. Certain equipment sold hereunder includes by default JC's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JC in advising Purchaser on (and Purchaser in better understanding) such equipment's health, performance or potential malfunction. **If Purchaser's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Purchaser's Equipment through the full equipment lifecycle, unless Purchaser specifically requests in writing that JC disable the remote connection, or Purchaser discontinues or removes such remote connection.**

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

term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

(20) PRIVACY.

(a) *JC as Processor.* Where JC factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply.

(b) *JC as Controller.* JC will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with JC's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Purchaser acknowledges JC's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JC is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

(21) ASSIGNMENT. This Agreement is not assignable by the Purchaser except upon written consent of JC first being obtained. JC shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Purchaser.

(22) CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

(23) ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

T&C Version: 10/01/2025

Johnson Controls Standard Service Terms: One PSA

Terms

These terms cover the services and equipment provided by Johnson Controls. This Agreement includes the proposal, these terms and any referenced links. Conflicts are resolved in that order.

Scope of Work

We will provide the services or equipment described in the proposal. If the services include planned maintenance of equipment, only the equipment set forth in our proposal is covered by our services ("**Covered Equipment**"). Unless otherwise agreed in the proposal, services are performed during our normal working hours, excluding holidays. We reserve the right to modify or substitute materials.

Payment Terms

Services fees are paid annually in advance due 30 days from the invoice date via EFT/ACH, unless stated otherwise. Payment is required before services are performed or equipment is ordered or installed. Failure to pay on time is a breach that permits us to suspend or delay services until full payment is received, without liability, or to terminate this Agreement. Interest may also be charged on unpaid amounts at the lesser of 1.5% per month (19.56% annually) or the highest rate permitted by law. If you require a purchase order to process payments, you must send it to us at least 30 days before the end of a term but you must pay invoices even without a purchase order. No purchase order is required for any emergency services you request.

Prices

Prices do not cover taxes, fees, duties, tariffs, permits and levies or other charges imposed and/or enacted by a government. You are responsible for these items unless you provide an acceptable exemption certificate. If we need to pay any of these items or the exemption certificate is invalid or only covers some of these items, you must reimburse us on demand for the amounts owing. Prices may be adjusted at any time to reflect changes in costs, labor or market conditions. We will try to notify you of any changes in pricing in advance. Additional charges will be required for: (i) changes to these services or the Covered Equipment; (ii) additional services or equipment; (iii) unexpected site conditions or issues with the Covered Equipment; (iv) appointments that are cancelled less than 24 hours beforehand or for service, warranty or alarm calls caused by your error; (v) changes required to comply with laws, codes and regulations ("**Laws**"), including prevailing wage laws; and (vi) costs to notify and dispatch emergency personnel. We may change prices on equipment or parts prior to shipment or installation to reflect increases in costs from raw materials, third party products, any new or additional tariffs, duties, quotas, taxes, the withdrawal of trade agreement concessions or any unforeseen or other extra cost elements.

Limited Warranty

We warrant that services will be performed in a good and workmanlike manner for 90 days from the date of performance. Equipment we provide is also warranted to be free from defect in materials and workmanship for 90 days from installation. No warranty is provided for third-party equipment we install or furnish. Third-party HVAC and controls equipment is provided with the third-party manufacturer's warranty to the extent available. This limited warranty does not cover failures, defects, or damages caused in whole or in part by: (i) misuse, neglect, accident, Force Majeure, changes to your premises, or installation, maintenance or repairs not performed by us; (ii) environmental, electrical or other causes beyond our control; (iii) normal wear and tear or corrosion; (iv) use of unauthorized replacement parts or products or using the equipment for purposes not intended by the manufacturer; or (vi) issues arising from your failure to comply with this Agreement or your obligations. To qualify for warranty consideration, you must notify us in writing of your warranty claim prior to the end of the warranty period, complete all instructions on warranty procedures and provide us with reasonable site access to inspect the equipment and/or perform any

necessary warranty work. Your sole remedy is to have defective services re-performed or equipment repaired or replaced at our election. **THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** You need to determine if our equipment are suitable for your use. You assume all risk and liability from their application and your use.

Warranty service does not cover: (i) system upgrades and replacing obsolete systems, equipment, or consumable parts and components ; (ii) reloading, updating, or maintaining software; (iii) additional costs for access, deinstallation, re-installation and transportation; and (iv) the exclusions set out in the Supplemental Terms. If you call us for warranty service and the problem is due to any of these reasons, we may charge you for the service call even if we do not work on the equipment. We may offer these services at an extra cost.

Customer Obligations

You must provide all relevant information about the equipment and premises, follow all applicable Laws and ensure us safe access. You must operate, test, maintain, and repair the equipment according to manufacturer and our recommendations and notify us immediately of any issues.

In addition, you agree to, (i) obtain necessary licenses and permits and pay related fees and taxes; (ii) provide a suitable environment for the equipment as recommended by us or the manufacturer including heat to avoid freezing; (iii) supply the necessary electrical service, power, heat, heat tracing, water and schematics ; (iv) provide proper water treatment for condensers, cooling towers, and boilers, and protect against environmental issues; (v) set and test alarm systems as recommended by us or the manufacturer; (vi) avoid causing false alarms and reimburse us for any fines or fees; (vii) notify all necessary parties, such as local authorities and monitoring providers, about system testing or repairs; (viii) keep accurate and up-to-date work logs for the equipment; and (ix) take precautions for Covered Equipment failure to prevent injury or property damage. If you do not meet any of these obligations, we are not responsible for equipment breakdowns, repairs, or replacements. We can suspend services until these issues are fixed and charge for any corrective work needed.

For equipment connected to your computer network, we provide and install the software to run the equipment and connect to it based on the network settings you provide. You must provide us with secure access to your computer network as required in our specifications. If we cannot connect to the network or need extra equipment for connectivity, additional charges may apply. Our services do not include changes to the network, security, or firewall settings. You are solely responsible to protect your data, computer network, and products networked or connected to the Internet; and we are not responsible for any loss or damage, as allowed by Law. You should back up data and software before services are performed. You must promptly remove any devices that interfere with the operation of the Covered Equipment.

Insurance

We do not guarantee that services or equipment will prevent risk of loss at your premises or detect all events. You are responsible for any losses and need to rely on your own insurance. You release and waive for yourself and your insurer all subrogation and other rights to recover from us.

Limitations on Liability

Neither we or our suppliers or vendors (“JCI Parties”) are liable for special, incidental, consequential, punitive or indirect damages, or for lost profits, revenue, data or business interruption. The total liability of the JCI Parties is limited to \$250,000 or 12 months of fees paid to Johnson Controls under this Agreement, whichever is less.

Claims Limitation; Forum; Choice of Law

Disputes may be resolved in court or through arbitration, as determined exclusively by us. Delaware law governs any agreement performed in the U.S., with disputes resolved in Milwaukee, Wisconsin. Ontario law governs any agreement performed in Canada, with disputes resolved in Ontario. Any claims by you must be brought within one year. The parties waive their right to a jury trial.

Term and Termination

The term of this Agreement is set out in the proposal and renews automatically for successive terms equal to the length of the original term unless either party gives 60 days' prior written notice of termination to the other party before the end of a term or the parties agree in writing on a different length of renewal term. Either party can terminate for cause with 10 days' notice, but only after written notice the defaulting party has 30 days to cure any alleged default. We can terminate immediately if we can no longer service the Covered Equipment for whatever reason including if we stop selling the Covered Equipment, providing the services or if we cannot obtain equipment, parts or support the technologies. We can terminate this Agreement without cause with 60 days' written notice. Upon termination, you must pay all amounts owed and provide access for us to remove any of our property at your premises and reprogram systems. You are responsible for our costs to enforce this. If you end this Agreement early for any reason, you must also pay us 50% of the service charges for the remaining term of this Agreement. You are responsible for our costs to enforce this.

Access and Hazardous Materials

You must provide us with reasonable and safe access to the Covered Equipment. We will follow our health and safety policies and applicable Laws. You must inform us of any hazardous conditions or materials (e.g., mold, asbestos containing materials, biohazards) and you are responsible for resolving, removing and disposal. If we encounter hazardous conditions or materials, we may stop work without liability and you are required to provide us reasonable evidence of abatement before we will restart work. Additional charges will apply if access to a confined space is required.

Force Majeure

We are not in breach or liable for any delays or failures caused, in whole or in part, by any events beyond our control, such as natural disasters, severe weather, public health risks, government actions, cyberattacks, civil disturbances, labor disputes, strikes or shortages of parts or materials ("**Force Majeure**"). You must allow us additional time to perform the services and reimburse us for increased costs due to such events.

Data and Intellectual Property; Digitally Enabled Services

You own your data, but we may use it to perform services and you grant us a perpetual, worldwide, irrevocable, royalty free license to use your building data on a de-identified basis. We retain rights to any intellectual property created. Digital enabled services mean services provided under this Agreement that employ our software and cloud-hosted software offerings and tools. They may include, but are not limited to, (i) remote inspection, (ii) advanced equipment fault detection and diagnostics, and (iii) data dashboarding and health reporting. Digital enabled services may require data collection, and you consent to this.

Software-Digital Solutions

Use of our software, including software to provide digital enabled services and solutions, is governed by our standard terms at <https://www.johnsoncontrols.com/techterms>. These terms apply to the software you are allowed to use, but we retain ownership and rights to the software, including improvements. If provided as part of our services, third-party software is subject to its own terms.

Privacy

If provided to us, we will process personal data according to our Data Processing Agreement at www.johnsoncontrols.com/dpa and adhere to our privacy notice at <https://www.johnsoncontrols.com/privacy>. You consent to this processing and will ensure all necessary consents are obtained.

Miscellaneous

Notices must be in writing. This Agreement cannot be assigned without our consent; any assignment without our consent is void. We can assign this Agreement, in whole or in part, or subcontract the work, without notice. Invalid, illegal or unenforceable provisions do not affect the rest of this Agreement. This Agreement is subject to specific supplemental terms located at www.johnsoncontrols.com/legal/one-psa-supplemental-terms. In addition, if you request us to perform any work outside the scope of this Agreement, you consent to it being performed subject to our standard customer terms then in effect at www.johnsoncontrols.com/customerterms. This Agreement is the entire contract and supersedes prior written or oral communications and documents, and terms in any purchase order or other documents you later provide are rejected. We may convert this Agreement to an electronic format.

[END OF DOCUMENT]

Johnson Controls Standard Service Terms: One PSA, version 6.12.2025