

6/21/23

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
JOHNSON CONTROLS SECURITY SOLUTIONS, LLC**

THIS CONTRACT is hereby authorized this 21st day of June, 2023, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **JOHNSON CONTROLS SECURITY SOLUTIONS, LLC** with offices at 7852 Browning Road, Pennsauken, NJ 08109-4642, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has a need for annual support and maintenance of the County's security access door-lock entry systems previously installed in 2006 by ADT Security Systems, Inc. (hereafter known as Tyco Integrated Security, LLC), for approximately twenty-one County facilities and thirteen EMS stations, as well as installation of new systems at three (3) EMS locations, Stations 84-1, 84-2 and 84-3; and

WHEREAS, the age of the equipment now places it is legacy status and service has become limited to the installer, and N.J.S.A. 40A:11-5(dd) permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and pursuant to N.J.S.A. 19:44A-20.4 et seq. the contractor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, Contractor represents that it has the necessary equipment, is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and Contractor do hereby agree as follows;

TERMS OF AGREEMENT

1. **TERM**. The contract shall effective be for the period of one (1) year from March 27, 2023 to March 26, 2024.
2. **COMPENSATION**. The Contractor shall be compensated in the amount of \$90,566.04 for maintenance services at existing County facilities, and in an amount not to exceed \$150,000.00 for new system installations at designated EMS stations.

Each invoice shall contain an itemized, detailed description of all work performed during

the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered. Contractor shall be paid in accordance with this Contract document within 30 days upon date of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

3. **DUTIES OF CONTRACTOR.** Contractor shall provide annual support and maintenance regarding the County's security access door-lock entry systems at approximately twenty County facilities and fourteen EMS stations, as set forth in Contractor's Consolidated Invoice 10497888, as well as for installation and maintenance of new systems at three (3) EMS locations, Stations 84-1, 84-2 and 84-3, as set forth in Contractor's e Estimate Numbers 1-70HDFEW, 1-7018JGO, and 1-7018JL4 with Commercial Sales Agreement/ Scope of Work dated June 12, 2023, annexed hereto and incorporated herein.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The Contractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

e. The Contractor agrees to make good faith efforts to meet targeted County

employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

a. Pursuant to the termination provisions set forth in County Bid Specifications or Requests for Proposal, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

b. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

c. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

d. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

e. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

f. Termination shall not affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all personal injury, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contractor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees

to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that either party is prevented from performing this Contract by circumstances beyond its control, then any obligations owing such party to the other party shall be suspended without liability for the period during which the party is so prevented.

12. **NON-WAIVER.** The failure by either party to enforce any particular provision of this Contract, or to act upon a breach of this Contract, the other party shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

13. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

14. **CHANGES.** This Contract may be modified by change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

15. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

17. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

18. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior

approval of the County.

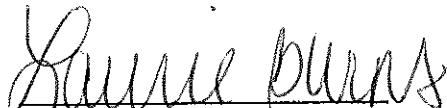
19. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

20. **CONTRACT PARTS.** This Contract consists of this document and the Contractor's Scope of Work and Commercial Sales Agreements dated June 12, 2023. Should there occur a conflict in the documents identified above, then this Contract shall prevail.

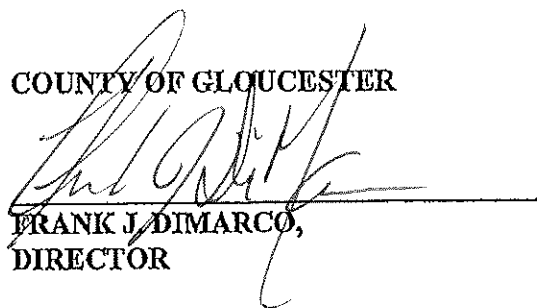
THIS CONTRACT is made as of the 21st day of June, 2023.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

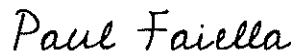

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER


FRANK J. DIMARCO,
DIRECTOR

ATTEST:

JOHNSON CONTROLS SECURITY
SOLUTIONS, LLC



By: Paul Faiella
Title: Senior account rep

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CONSOLIDATED INVOICE: 10497888

RECURRING SERVICE

Invoice:	38541149	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$926.10	Service To:	03/31/2024
Customer:	102131906	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$926.10	Job Number:	
Store Number:	GLOUCESTER COUNTY				
Cost Center:	DAVID BRICE				
Company Number:	1267 HESSIAN AVE (82-5) NATIONAL PARK, NJ 08063-1418				

Invoice:	38541150	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$990.60	Service To:	03/31/2024
Customer:	102131907	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$990.60	Job Number:	
Store Number:	GLOUCESTER COUNTY				
Cost Center:	DAVID BRICE				
Company Number:	637 N BROAD ST (83-1) WOODBURY, NJ 08096-1621				

Invoice:	38541151	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$960.50	Service To:	03/31/2024
Customer:	102131908	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$960.50	Job Number:	
Store Number:	GLOUCESTER COUNTY				
Cost Center:	DAVID BRICE				
Company Number:	1672 COLES MILL RD (83-4) FRANKLINVILLE, NJ 08322-2544				

Invoice:	38541152	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$990.60	Service To:	03/31/2024
Customer:	102131913	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$990.60	Job Number:	
Store Number:	GLOUCESTER COUNTY				
Cost Center:	1200 N DELSEA DR				
Company Number:	82-8 CLAYTON, NJ 08312-1000				

CONSOLIDATED INVOICE: 10497888

RECURRING SERVICE

Invoice:	38541153	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$926.10	Service To:	03/31/2024
Customer:	102132017	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$926.10	Job Number:	
Store Number:	GLOUCESTER COUNTY				
Cost Center:	49 COONTOWN RD				
Company Number:	(82-1)				
	LOGAN TOWNSHIP, NJ 08085-4303				

Invoice:	38541154	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$926.10	Service To:	03/31/2024
Customer:	102132018	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$926.10	Job Number:	
Store Number:	GLOUCESTER COUNTY				
Cost Center:	113 CATAWBA AVE				
Company Number:	(83-5)				
	NEWFIELD, NJ 08344-9511				

Invoice:	38541155	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$848.00	Service To:	03/31/2024
Customer:	102132031	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$848.00	Job Number:	
Store Number:	PAULSBORO BMS STATION				
Cost Center:	Cost Center 82-3				
Company Number:	32 E Broad St				
	Paulsboro, NJ 08066				

Invoice:	38541156	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$990.60	Service To:	03/31/2024
Customer:	102132285	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$990.60	Job Number:	
Store Number:	GLOUCESTER COUNTY -				
Cost Center:	DAVID BRICE				
Company Number:	254 COUNTY HOUSE RD				
	(83-6)				
	CLARKSBORO, NJ 08020-1395				

Invoice:	38541157	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$926.10	Service To:	03/31/2024
Customer:	102132286	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$926.10	Job Number:	
Store Number:	GLOUCESTER COUNTY				
Cost Center:	Cost Center 82-4				
Company Number:	794 Grove Road				
	Thorofare, NJ 08086				

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CONSOLIDATED INVOICE: 10497888

RECURRING SERVICE

Invoice:	38541158	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$990.60	Service To:	03/31/2024
Customer:	102132378	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$990.60	Job Number:	
Store Number:	GLOUCESTER COUNTY				
Cost Center:	Cost Center 82-7				
Company Number:	199 West Ave, Pitman, NJ 08071-2238				

Invoice:	38541160	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$866.10	Service To:	03/31/2024
Customer:	102132509	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$866.10	Job Number:	
Store Number:	GLOUCESTER COUNTY				
Cost Center:	Cost Center 83-7				
Company Number:	1219 DELSEA DR, BLDG 45 WESTVILLE, NJ 08093-2253				

Invoice:	38541162	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$1,085.42	Service To:	03/31/2024
Customer:	102132530	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$1,085.42	Job Number:	
Store Number:	GLOUCESTER COUNTY				
Cost Center:	DAVID BRICE				
Company Number:	240 N TUCKAHOE RD VETERANS MEMORIAL CEMETERY				

Invoice:	38541133	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$2,538.47	Service To:	03/31/2024
Customer:	102126411	Tax:	\$0.00	Purchase Order:	22-01164
		Invoice Total:	\$2,538.47	Job Number:	
Store Number:	COUNTY OF GLOUCESTER				
Cost Center:	Veterans Affairs				
Company Number:	211 County House Road Sewell, NJ 08080				

Invoice:	38541134	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$7,822.94	Service To:	03/31/2024
Customer:	102126412	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$7,822.94	Job Number:	
Store Number:	COUNTY OF GLOUCESTER				
Cost Center:	DAVID BRICE				
Company Number:	204 E HOLLY AVENUE HOLLY BLDG/HEALTH DEPT SEWELL, NJ 08080-2641				

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CONSOLIDATED INVOICE: 10497888

RECURRING SERVICE

Invoice:	38541135	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$3,153.47	Service To:	03/31/2024
Customer:	102126413	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$3,153.47	Job Number:	
Store Number:	COUNTY OF GLOUCESTER				
Cost Center:	DAVID BRICE				
Company Number:	1200 N DELSEA DRIVE				
	911 BUILDING				
	CLAYTON, NJ 08312-1000				

Invoice:	38541136	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$9,169.47	Service To:	03/31/2024
Customer:	102126415	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$9,169.47	Job Number:	
Store Number:	COUNTY OF GLOUCESTER				
Cost Center:	DAVID BRICE				
Company Number:	OCH - 1 NORTH BROAD ST				
	WOODBURY, NJ 08096-4604				

Invoice:	38541137	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$1,653.47	Service To:	03/31/2024
Customer:	102126808	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$1,653.47	Job Number:	
Store Number:	COUNTY OF GLOUCESTER				
Cost Center:	DAVID BRICE				
Company Number:	400 HOLLY DELL DR				
	SOCIAL SRVCS				
	SEWELL, NJ 08080-9384				

Invoice:	38541138	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$3,453.47	Service To:	03/31/2024
Customer:	102126810	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$3,453.47	Job Number:	
Store Number:	COUNTY OF GLOUCESTER				
Cost Center:	115 Budd Blvd.				
Company Number:	West Deptford, NJ 08096				

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CONSOLIDATED INVOICE: 10497888

RECURRING SERVICE

Invoice:	38541139	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$6,047.47	Service To:	03/31/2024
Customer:	102126964	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$6,047.47	Job Number:	
Store Number:	COUNTY OF GLOUCESTER				
Cost Center:	DAVID BRICE				
Company Number:	550 GROVE RD				
	BOARD OF ELECTIONS				
	PAULSBORO, NJ 08066				

Invoice:	38541140	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$1,753.47	Service To:	03/31/2024
Customer:	102128209	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$1,753.47	Job Number:	
Store Number:	COUNTY OF GLOUCESTER				
Cost Center:	DAVID BRICE				
Company Number:	501 PITMAN RD				
	PITMAN GOLF COURSE				
	SEWELL, NJ 08080-4519				

Invoice:	38541141	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$1,253.47	Service To:	03/31/2024
Customer:	102128264	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$1,253.47	Job Number:	
Store Number:	COUNTY OF GLOUCESTER				
Cost Center:	Swedesboro Maintenance Yard				
Company Number:	141 Glen Echo Road				
	Swedesboro, NJ 08085				

Invoice:	38541142	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$5,353.47	Service To:	03/31/2024
Customer:	102128265	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$5,353.47	Job Number:	
Store Number:	GLOUCESTER COUNTY				
Cost Center:	Prosecutor/Corrections				
Company Number:	70 Hunter Street				
	Justice Complex				
	Woodbury, NJ 08096				

CONSOLIDATED INVOICE: 10497888

RECURRING SERVICE

Invoice:	38541143	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$2,851.47	Service To:	03/31/2024
Customer:	102128360	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$2,851.47	Job Number:	
Store Number:	COUNTY OF GLOUCESTER				
Cost Center:	254 County House Road Shady				
Company Number:	Lane Complex Clarksboro, NJ 08020				

Invoice:	38541144	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$1,553.47	Service To:	03/31/2024
Customer:	102128750	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$1,553.47	Job Number:	
Store Number:	COUNTY OF GLOUCESTER				
Cost Center:	DAVID BRICE				
Company Number:	1200 N DELSEA DR IT BUILDING CLAYTON, NJ 08312-1000				

Invoice:	38541145	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$2,953.47	Service To:	03/31/2024
Customer:	102128929	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$2,953.47	Job Number:	
Store Number:	COUNTY OF GLOUCESTER				
Cost Center:	Gov't Services				
Company Number:	1200 N. Delsea Drive Clayton, NJ 08312				

Invoice:	38541146	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$1,053.47	Service To:	03/31/2024
Customer:	102128978	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$1,053.47	Job Number:	
Store Number:	COUNTY OF GLOUCESTER				
Cost Center:	DAVID BRICE				
Company Number:	1200 N DELSEA DR VEHICLE WASH FACILITY CLAYTON, NJ 08312-1000				

CONSOLIDATED INVOICE: 10497888

RECURRING SERVICE

Invoice:	38541147	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$1,753.47	Service To:	03/31/2024
Customer:	102128984	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$1,753.47	Job Number:	
Store Number:	COUNTY OF GLOUCESTER				
Cost Center:	45 LENAPE AVE				
Company Number:	MANTUA HWY MNTNCE YARD				
	MANTUA, NJ 08051-1456				

Invoice:	38541148	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$953.47	Service To:	03/31/2024
Customer:	102131238	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$953.47	Job Number:	
Store Number:	GLOUCESTER COUNTY				
Cost Center:	DAVID BRICE				
Company Number:	1200 N. DELSEA DRIVE				
	ANIMAL SHELTER				
	CLAYTON, NJ 08312				

Invoice:	38541163	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$21,191.46	Service To:	03/31/2024
Customer:	102132532	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$21,191.46	Job Number:	
Store Number:	Justice Complex New				
Cost Center:	1 Hunter Street				
Company Number:	COUNTY OF GLOUCESTER				
	Woodbury, NJ 08096				

Invoice:	38541164	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$237.47	Service To:	03/31/2024
Customer:	102132547	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$237.47	Job Number:	
Store Number:	COUNTY OF GLOUCESTER				
Cost Center:	2 S BROAD STADMIN				
Company Number:	BLDG-SERVER				
	WOODBURY, NJ 08096-4604				

Continued on next page

CONSOLIDATED INVOICE: 10497888

RECURRING SERVICE

Invoice:	38541165	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$2,255.47	Service To:	03/31/2024
Customer:	102132620	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$2,255.47	Job Number:	
Store Number:	GLOUCESTER COUNTY				
Cost Center:	254 COUNTY HOUSE RD				
Company Number:	CLARKSBORO COMMUNICATIO				
	N BACKUP CENTER BLDG F				
	CLARKSBORO, NJ 08020-1395				

Invoice:	38541166	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$426.61	Service To:	03/31/2024
Customer:	102132622	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$426.61	Job Number:	
Store Number:	COUNTY OF GLOUCESTER				
Cost Center:	1200 N DELSEA DR				
Company Number:	911 POLE BARN				
	HIGHWAY DEPARTMENT				
	CLAYTON, NJ 08312-1000				

Invoice:	38541161	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$844.12	Service To:	03/31/2024
Customer:	102132510	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$844.12	Job Number:	
Store Number:	83 8	GLOUCESTER COUNTY			
Cost Center:		DAVID BRICE			
Company Number:		2506 GOOD INTENT RD			
		WOODBURY, NJ 08096-4450			

Invoice:	38541159	Taxable Charges:	\$0.00	Service From:	04/01/2023
Business Id:	01300	Non-Taxable Charges:	\$866.10	Service To:	03/31/2024
Customer:	102132381	Tax:	\$0.00	Purchase Order:	
		Invoice Total:	\$866.10	Job Number:	
Store Number:	EMS	GLOUCESTER COUNTY			
Cost Center:		Cost Center 82-6			
Company Number:		411 MAIN ST			
		MANTUA, NJ 08051-1002			



COMMERCIAL SALES AGREEMENT

TOWN NO.
0021-SOUTHERN NJ

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-7018JLA

DATE: 6/12/2023

Johnson Controls Security Solutions LLC ("Johnson Controls")
Paul Falella
7852 Browning Rd,
Pennsauken, NJ 08109-4642
Tele. No. (609) 894-5346

County of Gloucester
d/b/a:
("Customer")
Customer Billing Information
28 Broad St Admin Bldg-Server,
Woodbury, NJ 08096
Attn: David Brice
Tele. No.

Customer Premises Served
295 Whitehall Rd #84-3,
Williamstown, NJ 08094
Attn:
Tele. No.

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

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

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

II. CHARGES AND FEES; TAXES: a. Equipment Installation. 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 Deposit Amount 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 invoices for the Installation Deposit Amount and the Installation Charges are due upon receipt. Any outstanding Installation Charges and/or Fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

b. Services. 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 on a(n) Annual basis, unless otherwise agreed by the parties in writing, plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Invoices are due within thirty (30) days of the date of the invoice. After the Initial Term this Agreement shall automatically renew on 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. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. In addition, prices for Equipment covered by this Agreement may be adjusted by Johnson Controls, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Johnson Controls proposal or quotation, to reflect any increase in Johnson Controls' cost of raw materials (e.g., steel, aluminum) inability to secure Equipment, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. 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 80% 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.

c. Other Charges. 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.

d. Invoicing. Pricing is based upon the billing and payment terms set forth in this Agreement. Invoices are due upon receipt unless otherwise specified on the invoice. Invoices will be delivered and are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be provided once the Agreement is signed and agreed to by the parties. 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. 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 thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

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

[Signature Follow on Next Page]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0021-SOUTHERN NJ

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-7018JL4

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: Paul Faiella
(Signature of Johnson Controls Sales Representative)

Sales Agent: Paul Faiella

Sales Representative Registration Number (if applicable): _____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE
CUSTOMER: County of Gloucester

Accepted By: Frank J. DiMarco
(Signature of Customer's Authorized Representative)

Frank J. DiMarco
Commission Director

Title: _____

Date Signed: 6/21/23

CUSTOMER ACCEPTANCE

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

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

YES: ☒ Single PO Required for Initial Term

☐ Annual PO Required

☐ ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoice are accepted via e-mail; YES: ☒ Email address to be used: dbrice@co.gloucester.nj.us

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

[Remainder of Page Left Intentionally Blank]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0021-SOUTHERN NJ

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-7018JL4

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:

No Service Selected

Video Surveillance Services:

No Service Selected

Managed Access Control Services:

No Service Selected

Video Equipment:

No Service Selected

Maintenance Service Plan; Preventive Maintenance/Inspection:

Expert Maintenance PROVIDED / Inspections NOT PROVIDED

Additional Services:

Access Control, Cloud Subscription for Touchless or with Tailgating Intelligence

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

Qty	Product Name	Location
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	
1	KANTECH SINGLE GANG, MULTITECH READER	
1	MAC US, EXP KIT INCLUDES KT-1-M, TRANS 16 VAC 40 VA, 12 VDC PS AND BATT (KT-BATT	
1	OPTIONAL RELAY DPDT FOR KT-300	
1	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	
100	Conduit	
1	POC Installed lock existing	
1	Mount KT1 in IT room and tie into the data loop,	
1	110 VAC (customer to provide outlet). Run composite wire out to the entry	
1	door. (see print)	
1	Program & test	
1	Permit is NOT Included if needed customer to provide it	
1	Customer to provide internet connection at the panel and tied into customer network	
1	Lift Rental	
200	Composite Access 18/6c + 18/4c + 22/4c + 16/2c, STR, Shielded, CMP, Plenum, Purple, 500' Reel	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount	\$13,105.30
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$13,105.30
Installation Deposit Amount:	\$6,552.65

2. Annual Service Charge:

Annual Service Charge Amount	\$1,383.00
------------------------------	------------

* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$1,383.00

* 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.

Contact Information: David S. Brice Information Technology 2 South Broad Street Woodbury, NJ 08096 (856) 251-6750 (Phone) Brice, David S. <dbrice@co.gloucester.nj.us>

System Operation: Scope of work, ran this by Bill G. JCI to install a 1 door Kantech card Access control system for EMS and reuse existing electric strike, tie into the PS for release (for 1 door) - JCI to install 1 KT1 door panel in the IT room and install a new multi reader above the existing reader there already, that is being used by others - JCI will terminate and run all the wire and install the 1 reader, tie into the existing lock being used by other - JCI will program and test door - JCI to program the door schedule. The follow equipment will be installed below: - 1 KT Control panel - 1 Multi Reader - 1 power supply - Wire and conduit

Programming Info: JCI to program

Site Conditions: Stand alone building access panel to be installed in IT room. The building being used by both EMS and fire station customer will need to provide an internet connection to the customer network at each door site

Existing Equipment: None - but there is an existing access because the building is being used as a multi site with EMS and Fire personnel each will use their own reader to enter the building thru the one door on separate access systems

Customer Expectations: Coordinate with David

Training Expectations: NA

General Comments: Customer to provide a permit if needed NOT Included

Customer Responsibilities / Johnson Controls Exclusions: Customer is responsible for: -The customer is responsible for providing an IP static internet connection at the panel location for the system to communicate with JCI servers. -Customer to have IP ports open for Kantech Web - 80 and 8801 -Customer is responsible for having 110VAC at the panel -Customer to provide access to the building 8am- 4pm Monday thru Friday -Any additional requirements out of scope of work will be done at additional cost

Documentation Needs: Signed CAF

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2. Communication Facilities. Intentionally left blank - Alarm Monitoring Services have not been purchased.

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

A.3.2 Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.14. Software Support Services. If Software Support Services ("SSS") are purchased they will be provided on licensed software titles expressly identified in this agreement, (the "Covered Software"). Support Conditions. SSS for Covered Software are subject to the following conditions ("Support Conditions"): (a) Johnson Controls' receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor ("Licensor"); (c) Customer's use of Covered Software is in accordance with the end user license agreement ("EULA") between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a "Problem"), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer's network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer's failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls' discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer's system hardware, network or internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer ("OEM") and/or Licensor (collectively, also referred to as an "Johnson Controls Supplier") has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer's request, on a time and materials basis at Johnson Controls' then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services ("ESS") are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls' then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges ("Reinstatement Fee") at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability.

Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.

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

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

A.17. HID SEOS Mobile Credential Service ("Service"). If HID SEOS Mobile Credential Service is purchased, the following terms shall govern Customer's use of the Service and shall survive termination or expiration of the Agreement. 1. Johnson Controls will provide customer with the ability to utilize HID SEOS Mobile Credential Service in their physical access control environment. As used herein the term "Data" shall mean any data or information used/required by Customer to manage or run its access control system, including, but not limited to, information used to authenticate users and permit access to Customer's premises. To the extent that the "Service" to be provided include hosting, storage, management, or conversion of Customer Data, or (5) updates or upgrades to Customer's access control system software and/or associated data/database, Customer understands and agrees that (a) during performance of the Service, any Data converted into a format compatible with the database, or placed or stored within the database may be lost, damaged, or compromised; (b) Customer is responsible to take appropriate measures to protect the Data prior to receiving or using the Service, including, but not limited to, masking personally identifiable information and performing backups; (c) Johnson Controls will take reasonable technical, administrative and information security measures to protect the Data; and (d) Johnson Controls will not be held responsible or liable for any loss, damage, or claims arising from or out of the loss or compromise of any Data. 2. In connection with Customer's use of and Johnson Controls' provision of the Service, Customer, Johnson Controls, and/or Johnson Controls' Subcontractors, may transmit, record, store, provide and/or receive unencrypted Data ("Transmissions") via the Internet. Johnson Controls and/or its Subcontractors may store such Transmissions in off-shore facilities. Johnson Controls does not warrant the integrity, accuracy, confidentiality, or security of such Transmissions with regard to unauthorized use, disclosure, corruption, interception or otherwise (collectively, "Security Risks"). Customer hereby assumes and releases Johnson Controls of and from all Security Risks and any associated damages or liability arising out of or related to Data Transmissions and Data Security Risks. Customer is responsible for all Internet Service Provider and telecommunication charges incurred by Customer to facilitate Data Transmissions. 3. Customer acknowledges and agrees that Johnson Controls shall have no liability whatsoever for the content of the Transmissions or signals and/or data transmission failures regardless of (a) the cause of such transmission failure; (b) whether Johnson Controls had knowledge of or should have had knowledge of any such failure or the content of any such Transmissions; and/or (c) 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 changes in rules, regulations and policies may necessitate Johnson Controls' discontinuance of any equipment, systems, or Services here under. The Customer agrees that the liability of any Johnson Controls third-party service/software provider ("Subcontractor"), including but not limited to any wireless service/equipment provider, is limited in accordance with, and such Subcontractor(s) may invoke, the provisions of this section. 4. THE CUSTOMER SHALL INDEMNIFY AND SAVE HARMLESS AND, AT ITS OWN COST AND EXPENSE, DEFEND JOHNSON CONTROLS FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES AND COSTS OR EXPENSE OF ANY KIND ARISING OUT OF OR FROM ANY DATA CONVERTED, STORED, HOSTED, OR TRANSMITTED BY, TO, OR FROM JOHNSON CONTROLS OR ITS SUBCONTRACTORS OR FOR ANY REASON OUT OF THE RELEASE, REPRODUCTION, CIRCULATION, PUBLICATION OR USE OF ANY SUCH DATA BY ANYONE, INCLUDING, BUT NOT LIMITED TO, CAUSES OF ACTION FOR IDENTITY THEFT, PERSONAL INJURY, FALSE ARREST, FALSE IMPRISONMENT, OR MALICIOUS PROSECUTION.

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

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

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

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

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

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

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

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

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

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

A.28. Alcatraz EULA. This End User License Agreement ("Agreement") is a binding legal contract between you (either an individual or a legal entity) ("you" or "Customer") and Alcatraz AI, Inc., a California corporation ("Alcatraz"). By installing, accessing, or using the Hardware, Software, SDK and any associated Documentation and Enhancements, (collectively, the "Product") you will be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, Alcatraz is not willing to license any right to use or access the Hardware or Software to you. In such event, you may not install, access or use the Product. Notwithstanding anything to the contrary in this notice, your first use of the Product shall be deemed your express consent to this Agreement.

1. DEFINITIONS

1.1 Capitalized terms used in this Agreement shall have their meanings specified in this Section or elsewhere in this Agreement.

1.2 "Documentation" means Alcatraz's system specifications, technical materials, training materials and all other instructions regarding the operation, installation and use of the Product as may be amended from time-to-time.

1.3 "Software" means the firmware, application software and scripts licensed to Customer pursuant to this Agreement, and any documentation provided by Alcatraz regarding the Software.

1.4 "Hardware" means the hardware on which the Software is installed and which you acquired from Alcatraz or its designated agent.

1.5 "SDK" means the software development kits licensed to Customer pursuant to this Agreement, and any documentation provided by Alcatraz regarding the SDK.

1.6 "Support Services" means the services provided to you by Alcatraz under Section 8 (Technical Support, Training and Other Services).

2. ACCESS AND USE LICENSE

2.1 Product, Documentation and Enhancements. The Software is licensed to you, not sold. Except for the limited license granted in this Agreement, Alcatraz and its licensors retain all right, title and interest in and to the Software and any SDKs, all copies and derivative works thereof, and all intellectual and proprietary rights in the Product, including copyrights, patents, trademarks and trade secret rights.

3. GRANT OF LICENSE

3.1 License. Subject to the terms and conditions of this Agreement and your payment of all fees set forth in this Agreement, Alcatraz grants you a revocable, non-sublicenseable, non-exclusive license during the Term of this Agreement to use the object code version of the Product, in connection with the Hardware, within your organization solely for your internal business purposes.

3.2 Enhancements. Alcatraz reserves the right to upgrade, enhance, change, or modify the Product at any time in its sole discretion ("Enhancements"). Any Enhancements made available to you by Alcatraz or Alcatraz's agent, if any, will be subject to the terms of this Agreement, except to the extent that the parties mutually agree, in writing, to more restrictive provisions relating to such Enhancements.

3.3 Third Party Components. The Product and future Enhancements may contain certain third party components ("Third Party Components") which are provided to you under terms and conditions which are different from this Agreement, or which require Alcatraz to provide you with certain notices and information. Alcatraz will identify such third party components in the Documentation (and shall include any associated license agreement, notices and other related information therein) delivered with the Product or future Enhancements. Your use of each Third Party Component which contains or is accompanied by its own license agreement will be subject to the terms and conditions of such other license agreement, and not this Agreement.

3.4 Beta Applications. Alcatraz may designate certain Enhancements or new releases of Product as "Beta Product." Such Beta Product will not be ready for use in a production environment and operation of the Beta Product may be unpredictable and lead to erroneous results. You acknowledge and agree that: (a) the Beta Product is experimental and has not

been fully tested; (b) the Beta Product may not meet your requirements; (c) the use or operation of the Beta Product may not be uninterrupted or error free; (d) your use of the Beta Product is for purposes of evaluating and testing the product and providing feedback to Alcatraz; (e) you shall inform your employees, staff members and other users regarding the nature of the Beta Product; and (f) you will hold all information relating to the Beta Product and your use of the Beta Product, including any performance measurements and other data relating to the Beta Product, in strict confidence and shall not disclose such information to any unauthorized third parties. Your use of the Beta Product shall be subject to all of the terms and conditions set forth herein relating to the Product. You shall promptly report any errors, defects, or other deficiencies in the Beta Product to Alcatraz. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ALL BETA PRODUCT IS PROVIDED "AS-IS" AND "AS-AVAILABLE," WITHOUT WARRANTIES OF ANY KIND. You hereby waive any and all claims, now known or later discovered, that you may have against Alcatraz and its suppliers and licensors arising out of your use of the Beta Product.

3.5 End User Content. If you or your End Users provide information to Alcatraz (or its affiliates and agents) as part of any Support Services, you agree that Alcatraz and its affiliates and agents may collect, process and use such information for Alcatraz's business purposes, including for product support and development. You or any of your End Users may provide any suggestions, ideas, inventions, innovations, improvement or enhancement requests, feedback, recommendations, or other information to Alcatraz regarding the Product or any services provided by Alcatraz (collectively, "Feedback"). Feedback is voluntary and Alcatraz is not required to hold it in confidence. Alcatraz may use Feedback for any purpose without obligation of any kind. To the extent a license is required under your intellectual property rights to make use of the Feedback, you hereby grant Alcatraz an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with Alcatraz's business, including enhancement of the Product and related products and services.

3.6 SDK Restrictions. Customer is only authorized to use the SDKs in accordance with its accompanying documentation and this Agreement. Customer shall not configure or modify the SDK to alter in any way the accuracy, complete reporting of SDK Data to Alcatraz. Except for the limited license granted in Section 3.1 (License), Alcatraz is not granting Customer any express or implied right under any of Alcatraz's patents, copyrights, trademarks, trade secrets, or any other proprietary rights. Customer shall not: (a) remove or obscure any copyright, patent, trade secret, proprietary, or other legal notices contained on or in the SDKs, including any associated documentation; (b) remove or obscure any Alcatraz logos or branding screens that are automatically included in any Customer product when it is created using the SDKs, without prior written permission from Alcatraz; (c) use any Alcatraz logo or trademark (except as expressly set forth herein) without prior written permission from Alcatraz; (d) use or exploit the following in any way that results in direct or indirect compensation or commercial gain in any form, personal or otherwise, to Customer or any other party: (i) the SDK (or any portions thereof); (ii) derivative works of the SDK (or any portions thereof); or (iii) applications which contain any SDK code and/or content; or (iv) applications which contain any derivative works of any SDK code and/or content; (e) use the SDK to develop applications that competes with or could compete with the SDK or any other middleware or Product software produced by Alcatraz; (f) use the SDK to develop hacks or similar applications; or (g) infringe or violate any intellectual property or proprietary rights or rights of privacy or publicity of Alcatraz or any third party. If Alcatraz grants written permission, pursuant to this Agreement, permitting Customer to use a Alcatraz trademark or logo on Customer's website or in Customer's software or hardware, such Alcatraz trademark or logo (1) shall not imply any endorsement by Alcatraz of Customer, Customer's website, software, or hardware, and (2) shall be less prominent than the logo or trademark that primarily describes the Customer's website, software, or hardware.

3.7 SDK Data. The SDKs are designed to send certain, non-personally identifiable click stream data ("SDK Data") to Alcatraz. SDK Data constitutes a different data stream than Face Image Data or any personal information or anonymous information that Customer may collect from or about users of Customer's products. The Parties agree that SDK Data constitutes Alcatraz Confidential Information.

3.8 Open Source in SDKs. The SDKs may contain software, programming or other intellectual property that is subject to (a) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at www.opensource.org/licenses; or (b) any agreement with terms requiring any intellectual property owned or licensed by Customer to be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable ("Open Source Software"). Open Source Software may be accompanied by separate license terms. Customer's license rights with respect to Open Source Software that is accompanied by separate license terms are defined by those terms. Nothing in this Agreement shall restrict, limit, or otherwise affect any rights or obligations Customer may have, or conditions to which Customer may be subject, under such license terms. If Customer uses Open Source Software in the SDKs or uses the SDKs to create an application that includes any Open Source Software, Customer agrees to comply with all applicable licensing terms for the Open Source Software. If Customer distributes copies of any Open Source Software independent of the SDKs, Customer must remove all Alcatraz trademarks, trade dress and logos from each copy. Notwithstanding anything to the contrary in this Agreement, Customer is not licensed to (and Customer agrees that it will not) (a) integrate or use the SDKs with any Open Source Software in a way that requires the disclosure, distribution or licensing of all or any part of the SDKs in source code form under open source licensing terms; (b) use any Open Source Software in the development of its application in such a way that would cause the non-open source or proprietary portions of the SDKs to be subject to any open source licensing terms or obligations; or (c) otherwise take any action that could require disclosure, distribution, or licensing of all or any part of the SDKs in source code form, for the purpose of making derivative works, or at no charge. Any violation of the foregoing provision shall immediately terminate all of Customer's licenses and other rights to the SDKs granted under this Agreement.

4. LIMITATIONS ON LICENSE

You may not, and you may not permit any third party to, (a) reverse engineer, decompile, disassemble, modify, or create works derivative of the Product or Hardware, or attempt to reverse engineer, reconstruct, identify or discover any source code of any Software or Hardware, (b) alter or modify any disabling mechanism which may be resident in the Product, (c) modify or improve the Software or Hardware or make derivative works based upon the Software or Hardware, or (d) use the Software or Hardware in order to build any software, product, or service that is competitive or similar to the Product. You may not assign, sublicense, rent, timeshare, loan, lease, or otherwise transfer the Software or Hardware, or directly or indirectly permit any third party to use the Product. You may not conduct, perform, or disclose any form of public benchmarking of the Software or Hardware or any services provided by Alcatraz, or publicize the results of any benchmarking of the Software or Hardware or any services, without the prior, written approval of Alcatraz. You may not remove any product identification, trademark, copyright, patent, or other proprietary notices or markings contained in, displayed by, or provided with the Software or Hardware. All use of the Software and/or Hardware shall be in accordance with its then-current Documentation. You shall be solely responsible for ensuring that your use of the Software and/or Hardware is in compliance with all applicable foreign, federal, state and local laws, rules and regulations.

5. TERM AND TERMINATION

The license will commence on the date you first use the Product or accept this Agreement, whichever is earlier, and continue in effect until it is terminated as provided in Section 5 (Term and Termination). Without prejudice to any other rights, Alcatraz may terminate this Agreement (including your license to the Product) on five (5) calendar days prior written notice if you fail to comply with any of the terms and conditions of this Agreement. Alcatraz may terminate this Agreement immediately in the event that you breach Section 3.1 (License), Section 4 (Limitations on License) or Section 10 (Confidentiality) of this Agreement. In the event of a claim (refer to Section 12.2) of intellectual property infringement by any third party relating to the Product ("Infringement Claims"), Alcatraz reserves the right to terminate this Agreement and the rights granted hereunder. In the event of any expiration or termination of this Agreement for any reason, you must immediately stop using the Product and securely destroy all related media and Documentation, if any. The license granted to the Product will automatically terminate on expiration or termination of this Agreement.

6. FACE IMAGE DATA

6.1 Defined. The term "Face Image Data" means the face images added to, collected by and stored in the Product, whether stored in the local memory of a particular Hardware unit, or stored in an internal or external database accessed by the Product.

6.2 Collection and Use. You understand and agree that the Product will collect, log, use and store Face Image Data. You, not Alcatraz, owns the Face Image Data used by the Product, and you are solely responsible for obtaining any consents, authorizations and permissions to collect and use any such Face Image Data with the Product. You warrant that you will comply with all privacy and other laws that apply to the Face Image Data. You acknowledge and agree that Alcatraz has no responsibilities or obligations whatsoever for Face Image Data, and Alcatraz expressly disclaims all responsibility and liability for Face Image Data, including any breach of privacy or other laws related to the Face Image Data.

6.3 Security. As the owner of the Face Image Data, you are responsible for limiting access to Face Image Data, implementing and enforcing policies to prevent unauthorized access to, use of, or distribution of the Face Image Data, and, if you copy Face Image Data, securing it, such as by encrypting the Face Image Data.

7. TECHNICAL SUPPORT, TRAINING AND OTHER SERVICES

7.1 Technical Support. While you may be entitled to support by your dealer, if you choose, Alcatraz will provide telephone and on-site technical support for the Product at the prices set forth in Alcatraz's then-current prices for technical support, such prices subject to change at the sole discretion of Alcatraz. You shall designate one or more employees as your principal contact for communicating technical issues and technical support questions to Alcatraz, which designation may be amended from time-to-time by written notice to Alcatraz.

7.2 Maintenance. Alcatraz shall provide maintenance for the Product at the rates set forth in the Product's accompanying documentation.

8. WARRANTY

8.1 Limited Warranty. Alcatraz warrants that the products shall be free from material defects for a period of one (1) year from the date of purchase (the "Warranty Period"). This warranty shall apply only to the original purchaser unless the buyer is authorized by Alcatraz to resell the products, in which event this warranty shall apply only to the first repurchase. It is necessary to obtain a Return Material Authorization (RMA) number before returning suspected defective products to Alcatraz. An RMA number may be requested by contacting Alcatraz Support at support@alcatraz.ai. The RMA number must be written on the documentation accompanying the return. If the product is delivered by mail or by an equivalent shipping carrier, Alcatraz agrees to prepay shipping charges to the warranty service location, you agree to use the original shipping container or equivalent. Alcatraz will in its sole discretion decide either to repair or replace the returned product. Repair parts and replacement products will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts and products become the property of Alcatraz. This limited warranty does not include service to repair damage to the product resulting from accident, disaster, unreasonable use, misuse, abuse, customer's negligence, reseller's negligence, or non-Alcatraz modification of the product. Alcatraz reserves the right to examine the alleged defective goods to determine whether the warranty is applicable. Without limiting the generality of the foregoing, Alcatraz specifically disclaims any liability or warranty for goods resold in other than Alcatraz's original packages.

and for goods modified, altered, or treated by customers.

8.2 Extended Warranty. When Product is purchased subject to a multi-year contract, the Warranty Period equals the length of the contract, as long as contract payments remain current. Furthermore, if a contract extension is executed before the then current contract ends, the Warranty Period is likewise extended. For example, if Product is purchased for a contract length of three (3) years, the Warranty Period is three (3) years, and if a contract is extended for two (2) years, the Warranty Period is likewise extended by two (2) years, but only if the contract extension is executed before the previous contract has expired. If a contract expires before being extended, the Warranty Period reverts to one (1) year. If contract payments lapse, the Warranty Period reverts to one (1) year. IF A CONTRACT EXPIRES BEFORE BEING EXTENDED, OR IF CONTRACT PAYMENTS LAPSE, THE WARRANTY PERIOD IRREVOCABLY REVERTS TO ONE (1) YEAR.

8.3 Restrictions. The warranties in Sections 8.1 and 9.2 (Limited Warranty and Extended Warranty) do not apply to expendable or consumable parts and does not extend to any Hardware or Software that has been damaged, rendered defective, or rendered inoperable: (a) as a result of accident, misuse, abuse, contamination, improper, or inadequate maintenance, or calibration or other external causes; (b) by operation outside the usage parameters stated in the Documentation; (c) by software interfacing, parts or supplies not supplied by Alcatraz under this Agreement; (d) improper site preparation or maintenance; (e) loss or damage in transit; and (f) by modification or service by anyone other than Alcatraz or Alcatraz's authorized service provider.

9. CONFIDENTIALITY

9.1 Definition. "Confidential Information" means all nonpublic information disclosed by a Party or any of its Affiliates or its agents to the other Party that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential information includes the Product, Documentation and Enhancements.

9.2 Exclusions. Confidential Information shall not include any of such information which: (a) was publicly available at the time of disclosure by the Party disclosing such information (the "Disclosing Party"); (b) became publicly available after disclosure through no fault of the Party receiving such information (the "Receiving Party"); (c) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business of or by proof of actual use by the Receiving Party; or (d) was rightfully acquired by the Receiving Party after disclosure by the Disclosing Party from a third-party who was lawfully in possession of the information and was under no legal duty to the disclosing Party to maintain the confidentiality of the information.

9.3 Protection of Confidential Information. Except to the extent expressly and specifically authorized in this Agreement, the Receiving Party shall: (a) maintain the confidentiality of the Confidential Information of the Disclosing Party; (b) minimize the dissemination or copying of the Confidential Information of the other Party except to the extent necessary to perform its obligations under this Agreement; (c) use the same care to prevent disclosure of the Confidential Information of the Disclosing Party to third parties as it employs to avoid disclosure, publication, or dissemination of its own Confidential Information, but in no event less than a reasonable standard of care; (d) use the Confidential Information of the Disclosing Party solely for the purpose of performing its obligations under this Agreement or exercise the express rights granted to it under this Agreement; and (e) inform its employees, officers, agents, subcontractors and independent contractors who perform duties with respect to this Agreement about these restrictions.

9.4 Permitted Disclosures. Each Party may disclose Confidential Information of the other Party to its employees, officers, agents, subcontractors and independent contractors who have a need to know such Confidential Information in order to perform their duties under this Agreement and a legal duty to protect the Confidential Information. A Party receiving Confidential Information of the other Party assumes full responsibility for the acts and omissions of its employees, officers, agents, subcontractors and independent contractors with respect to such Confidential Information.

9.5 Required Disclosures. To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information in accordance with such law or order or requirement, provided that, as soon as possible after becoming aware of such law, order, or requirement and prior to disclosing Confidential Information pursuant thereto, the Receiving Party will so notify the Disclosing Party in writing and, if possible, the Receiving Party will provide notice to the Disclosing Party not less than five (5) business days prior to the required disclosure. The Receiving Party will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, otherwise oppose, or seek to limit such disclosure by the Receiving Party and any subsequent disclosure or use of Confidential Information that may result from such disclosure. The Receiving Party will cooperate with and provide assistance to the Disclosing Party regarding such measures. Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information so disclosed. Each Party shall be responsible for its own costs with respect to the performance of its obligations under this Section 10 (Confidentiality).

9.6 Notification. In the event of any disclosure or loss of Confidential Information, the Receiving Party shall notify the Disclosing Party as soon as possible.

9.7 Injunctive Relief. Each Party acknowledges that any breach of any provision of this Section 10 (Confidentiality) by the Receiving Party, or its employees, officers, agents, subcontractors, or independent contractors, may cause immediate and irreparable injury to the Disclosing Party, and in the event of such breach, the Disclosing Party shall be entitled to seek and obtain injunctive relief to the extent provided by a court of applicable jurisdiction, without bond or other security, and to any and all other remedies available at law or in equity.

9.8 Return of Confidential Information. Unless it is expressly authorized by this Agreement to retain the other Party's Confidential Information, a Party shall promptly return or destroy, at the other Party's option, the other Party's Confidential Information, including materials prepared in whole or in part based on such Confidential Information to the extent containing Confidential Information, and all copies thereof, at the other Party's request, and an officer of such Party shall certify to the other Party that it no longer has in its possession or under its control any Confidential Information in any form whatsoever, or any copy thereof.

9.9 Duration. The obligations of confidentiality set forth herein shall continue in full force and effect throughout the Term and continue beyond the Term in perpetuity or for so long as permitted under applicable law.

10. LIMITATION OF LIABILITY

10.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ALCATRAZ OR ITS SUPPLIERS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, WHICH SHALL INCLUDE DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR HARDWARE.

10.2 Some states do not allow the exclusion of incidental or consequential damages, or the limitation on how long an implied warranty lasts, so some of the above may not apply to you.

11. INDEMNIFICATION

11.1 You shall indemnify, defend and hold Alcatraz, and its respective officers, directors, employees, agents, affiliates, vendors and licensors, harmless from and against all third party claims, demands, suits, or other proceedings of any kind, and all resulting loss, damage, liability, cost and expense (including reasonable attorneys' fees) arising out of, resulting from, or in connection with your breach of this Agreement, the use, collection, and, if you copy it, the security of (or any other authorized or unauthorized access to) Face Image Data, or your use or misuse of the Software or Hardware, including any combination of the Software or Hardware with any hardware, software, or other intellectual property not provided by Alcatraz, Alcatraz reserves, and you grant to Alcatraz, the right to assume exclusive defense and control of any matter subject to indemnification by you. All rights and duties of indemnification that are set forth herein shall survive termination of this Agreement.

11.2 If the Product becomes, or in Alcatraz's opinion is likely to become, the subject of an infringement claim, Alcatraz may, in its sole and exclusive discretion, (i) obtain for you the right or license to continue to use the Product, (ii) modify the Product to make it non-infringing, provided the modified Product shall have at least the same functionality of the original Product, or, if Alcatraz is unable to accomplish the remedies in (i) or (ii) after using commercially reasonable efforts, then (iii) refund you the purchase price for the Product based on a seven (7) year straight line amortization. This Section 12.2 represents your sole and exclusive remedy and Alcatraz's sole and exclusive liability for any infringement claims based on the Product.

12. WARRANTY DISCLAIMER

12.1 ALCATRAZ MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY HARDWARE, SOFTWARE, OR PROGRAMMING OBTAINED BY YOU FROM THIRD PARTIES (COLLECTIVELY, THE "THIRD PARTY ITEMS"). ALCATRAZ EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE/NON-INFRINGEMENT, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE THIRD PARTY ITEMS. YOU SHOULD CONSULT THE RESPECTIVE VENDORS OR MANUFACTURERS OF THE THIRD PARTY ITEMS FOR WARRANTY AND PERFORMANCE INFORMATION.

12.2 THE PRODUCT MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT ALCATRAZ DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (B) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR DATA, WEB SITES, COMPUTERS, OR NETWORKS. ALCATRAZ SHALL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF YOUR DATA AND SYSTEMS.

13. MISCELLANEOUS

13.1 Governing Law; Jurisdiction; Venue. This Agreement shall be made, governed, construed and enforced in accordance with the laws of the State of California without reference to conflicts of law principles. The parties agree that the exclusive jurisdiction of any actions arising out of, relating to, or in any way connected with this Agreement shall be in the state and federal courts located in the State of California, and the Parties hereby agree to submit to the jurisdiction and venue of the courts of the State of California. This Agreement shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods.

13.2 Force Majeure. Any delay in or failure of performance of either Party to this Agreement (excluding obligations to pay money in accordance with this Agreement) shall not constitute a default under this Agreement or give rise to any claim for damages to the extent such delay or failure of performance are caused by a force majeure event, including acts of god, fire,

flood, explosion, war, strikes, or other concerted work stoppages of labor, inability to obtain raw material, equipment or transportation, breakage or failure of equipment or apparatus, loss of any necessary utility or interruption of power or communications sources or connections, failures in or affecting the performance, use, or availability of the Internet or associated intranets, any computer virus or other malicious code released by a third party, the terrorist, illegal, malicious, wanton, or capricious acts of a third party, changes or modifications in international, national, or industry standards or protocols, and the existence of or changes in laws prohibiting or imposing criminal penalties or civil liability for performance hereunder; provided that, any such delay does not extend beyond thirty (30) calendar days.

13.3 Export Control. You shall not export, directly or indirectly, the Product to any country for which the United States requires any export license or other governmental approval without first obtaining such license or approval. It shall be your responsibility to comply with such export laws, rules and regulations. You shall defend, indemnify, and hold harmless Alcatraz from and against any and all damages, fines, penalties, assessments, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of any claim that the Product was exported, shipped or transported in violation of applicable laws, rules, or regulations.

13.4 Severability. In the event that one or more of the provisions herein shall be invalid, illegal, or unenforceable in any respect, each such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. Notwithstanding the foregoing, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced as if such provision had not been included, or had been modified as above provided, as the case may be.

13.5 No Waiver. Alcatraz's failure or delay to enforce any provision of this Agreement or respond to any breach by you or others shall not operate or be construed as a waiver or prevent Alcatraz from taking any permitted action to prevent further breaches.

13.6 Survival. The following provisions shall survive termination or expiration of these Terms: 1 (Definitions), 5 (Term and Termination), 6 (Face Image Data), 10 (Confidentiality), 11 (Limitation of Liability), 12 (Indemnification), 13 (Warranty Disclaimer), and 14 (Miscellaneous).

13.7 Entire Agreement. This Agreement constitutes the entire understanding of Alcatraz and you with respect to the subject matter hereof, and supersedes all prior and contemporaneous written and oral agreements with respect to the subject matter. No modification of this Agreement will be binding on Alcatraz or you unless it is in writing and signed by both Parties.

13.8 Construction. The section headings in this Agreement are for convenience of reference only, will not be deemed to be a part of the Agreement and will not be referred to in connection with the construction or interpretation of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed in each instance to be followed by the words "without limitation."

Special Considerations

Compliance with Law: The Supplier Product uses facial recognition technology. 3 states have enacted legislation restricting use of this technology (Illinois, Texas and Washington), 3 others (Arizona, Florida, and Massachusetts) and the US federal government have pending legislation restricting use of this technology, principally due to the associated data privacy risk.

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

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

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

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

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

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

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

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

A.37. Digital Barriers Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.40. Illustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.

A.42. ZKTECO Temperature System. Intentionally left blank - System or Service have not been purchased.

A.43. Milestone Video Surveillance Equipment. Intentionally left blank - System or Service have not been purchased.

A.44. SES Mobile-Based Keyless Access Control System. Intentionally left blank - System or Service have not been purchased.

A.45. Solink Cloud Video Services. Intentionally left blank - System or Service have not been purchased.

A.46. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.47. GuardRFID. Intentionally left blank - Panel have not been purchased.

A.48. 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 the Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

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

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

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

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees for 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 authorize 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; (f) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to self-confirm a service/installation appointment; and/or (g) 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, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1. Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences thereof from that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents, suppliers and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents, suppliers and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls and its suppliers do not undertake and assume no liability for such risk by providing the Equipment and/or Services. If Johnson Controls and/or one (or more) of its suppliers is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences thereof from which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability and the liability of its suppliers shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Customer acknowledges and agrees that timely payments of the full amounts listed on Invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an Invoice, it is material to Johnson Controls and shall give Johnson Controls, in addition to any other available remedies, the right to, without notice, (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under or terminate this Agreement and (b) to charge 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. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls'

efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 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 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 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. 8. COVID-19 Vaccination. Johnson Controls expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Johnson Controls' personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Johnson Controls' personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Johnson Controls.

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. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software tools and applications. Customer consents to the collection, transfer and ingestion and use of such data by Johnson Controls to enable Johnson Controls to provide, maintain, protect and improve the Digital Enabled Services and its 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 loss, or guarantee a certain level of performance. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and cloud-hosted software offerings and tools ("Software") to provide, improve and enable such services. Digital Enabled Services may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and system health reporting.

Implementation, deployment and Customer use of Software offered under this Agreement shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services that may be updated by Johnson Controls from time to time at <https://www.johnsoncontrols.com/tech/terms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated in this Agreement by 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. Software 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 set forth in the applicable SOW, 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 SOW. 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. Invoices are due upon receipt unless otherwise specified on the invoice. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

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

O. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244. The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-4.5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205388, LVA004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24869, 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, 22650-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 12600327404, 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 19004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC1710, 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 8390557-8501 VA 11-7587, 11-7575, 11-7691, 11-7573, 11-7589, 11-7578, 2705147765 WA JHNSCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0021-SOUTHERN NJ

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-7018JL4

ADDITIONAL TERMS AND CONDITIONS

DATE: 6/12/2023

Johnson Controls Security Solutions LLC ("Johnson Controls")

Paul Faiella
7852 Browning Rd,
Pennsauken, NJ 08109-4642
Tele. No. (609) 894-5346

County of Gloucester
d/b/a:
("Customer")
Customer Billing Information
2 S Broad Stadm'n Bldg-Server,
Woodbury, NJ 08096
Attn: David Brice
Tele. No.

Customer Premises Served
295 Whitehall Rd # 84-3,
Williamstown, NJ 08094
Attn:
Tele. No.

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

Terms and Conditions

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: Paul Faiella
(Signature of Johnson Controls Sales Representative)

Sales Agent: Paul Faiella
Sales Representative Registration Number (if applicable): _____

CUSTOMER: County of Gloucester
Accepted By: [Signature]
(Signature of Customer's Authorized Representative)

Frank J. DiMarco
Commission Director
Title: _____

Date Signed: 6/21/23



1. TOWN HO.
1021 SOUTHERN H

CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
			17040FFIV

DATE: 6/12/2023

Johnson Controls Security Solutions LLC ("Johnson
Controls")
Pat Faleza
7852 Brynning Rd,
Pennsauken, NJ 08109-4842
Tel: N.J. (609) 894-5345

County of Gloucester
d/b/a:
("Customer")
Customer Billing Information
28 Broad Street in Bldg-Surver,
Woodbury, NJ 08096
Attn: David Brion
Tele. No.

Customer Promises Served
1200 Glassboro Rd # B4-1,
Williamstown, NJ 08094
Attn:
Tele. No.

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

1. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE: (a) State Specific Forms

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

2. CHARGES AND FEES; TAXES: A. Equipment Installation. 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 the Agreement, Customer will pay to Johnson Controls the Installation Deposit Amount 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 Work/Schedule of Protection. Johnson Controls may involve Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of Work/Schedule of Protection. Johnson Controls may involve Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of Work/Schedule of Protection. Johnson Controls may involve Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of Work/Schedule of Protection. All invoices for the Installation Deposit Amount and the Installation Charges will be due upon receipt. Any outstanding Installation Charges and Fees shall be due and payable as a precondition to activation of system and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and 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 packing costs. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

[illegible]

and VAT exemption certificate submitted by an appropriate issuing authority. A copy of this certificate must be provided to the Supplier in full.

4. Invoicing. Pricing is based upon the billing and payment terms set forth in this Agreement. Invoices are due upon receipt unless otherwise specified on the invoice. Invoices will be delivered and are to be paid via ACH bank transfer. Johnson Controls ACH/NET bank transfer details will be provided once the Agreement is signed and agreed to by the parties. 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. 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 loads, duties or other similar charges imposed and/or enacted.

IF. 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 this 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 without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any change in the Statement of Work or scope of this 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 requested by the Customer after the execution of this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has authorized for only the Equipment and/or Services specified in this Agreement; (d) the Equipment/Services 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/Services. 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)



COMMERCIAL SALES AGREEMENT



TOWN NO.
0021-SOUTHERN NJ

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
17CH0FEW

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLO

Presented by: Paul Faiella
(Signature of Johnson Controls Sales Representative)

Sales Agent: Paul Faiella
Sales Representative Registration Number (if applicable): _____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE
FR County of Gloucester
CUSTOMER: _____

Accepted By: Frank J. DiMarco
(Signature of Customer Authorized Representative)
Frank J. DiMarco
Commission Director

Title: _____
Date Signed: _____

CUSTOMER ACCEPTANCE

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

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

YES: ☒ Single PO Required for Initial Term

☐ Annual PO Required

☐ ANSO PO Required Yearly (ANSO = Annual Service Charge)

AR Invoices are accepted via e-mail: YES: ☒ Email address to be used: dbrice@co.gloucester.nj.us

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

(Remainder of Page Left Intentionally Blank)



COMMERCIAL SALES AGREEMENT

TOWN NO.
0021-SOUTHERN NJ

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-70HDFEW

SCOPE OF WORK / SCHEDULE OF PROTECTION

M. 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:

Video Surveillance Services:

Managed Access Control Services:

Video Equipment:

Maintenance Service Plan; Preventive Maintenance/Inspection:

Additional Services:

No Service Selected

No Service Selected

No Service Selected

No Service Selected

Expert Maintenance PROVIDED / Inspections NOT PROVIDED

Access Control, Cloud Subscription for Touchless or with Talking Intelligence

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 RJ45 phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	
1	KANTECH SINGLE GANG, MULTITECH READER	
1	MAC US, EXP KIT INCLUDES KT-1-M, TRANS 18 VAC 40 VA, 12 VDC PS AND BATT (KT-BATT	
1	OPTIONAL RELAY DPDT FOR KT-300	
1	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	
100	Cordulit	
1	POC installed lock existing	
1	Mount KT1 in IT room and tie into the data loop.	
1	110 VAC (customer to provide outlet), Run composite wire out to the entry	
1	door, (see print)	
1	Program & test	
1	Permit is NOT included if needed customer to provide it	
1	Customer to provide Internet connection at the panel and tied into customer network	
1	Lift Rental	
200	Composite Access 18/30 + 18/40 + 22/40 + 16/20, STR, Shielded, CMP, Plenum, Purple, 600' Reel	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount	\$13,105.30
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$13,105.30
Installation Deposit Amount:	\$5,582.65

2. Annual Service Charge:

Annual Service Charge Amount	\$1,283.00
------------------------------	------------

* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$1,883.00

* 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.

Contact Information: David S. Brice Information Technology 2 South Broad Street Woodbury, NJ 08296 (856) 261-6760 (Phone) Brice, David S. <dbrice@co.gloucesternj.us>
 System Operation: Scope of work, JCI to install a 1 door Kinetech card Access control system for EMS and reuse existing electric strike, tie into the PS for release (for 1 door) - JCI to install 1 KT1 door panel in the IT room and install a new multi reader above the existing reader there already, that is being used by others - JCI will terminate and run all the wire and install the 1 reader, tie into the existing lock being used by other - JCI will program and test door - JCI to program the door schedule. The following equipment will be installed below - 1 KT Control panel - 1 Multi Reader - 1 power supply - Wire and conduit
 Programming Info: JCI to program
 Site Conditions: Stand alone building access panel to be installed in IT room. The building being used by both EMS and fire station customer will need to provide an internet connection to the customer network at each door site.
 Existing Equipment: None - but there is an existing access because the building is being used as a multi site with EMS and Fire personnel each will use their own reader to enter the building thru the one door on separate access systems.
 Customer Expectations: Coordinate with David
 Training Expectations: NA
 General Comments: Customer to provide a permit if needed NOT included
 Customer Responsibilities / Johnson Controls Exclusions: Customer is responsible for: -The customer is responsible for providing an IP static internet connection at the panel location for the system to communicate with JCI servers. -Customer to have IP ports open for Kinetech Web - 80 and 8801 -Customer is responsible for having 110VAC at the panel -Customer to provide access to the building 8am - 4pm Monday thru Friday -Any additional requirements out of scope of work will be done at additional cost.
 Documentation Needs: Signed CAF

Contract Notes -

TERMS AND CONDITIONS

A. Services.

A.2. Communication Facilities. Intentionally left blank - Alarm Monitoring Services have not been purchased.

A2.1 Enhanced Maintenance Service Plan. Intentionally left blank. Services have not been purchased.

A.3.1 Enhanced Maintenance Service Plan. Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security concerns, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless otherwise specified, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation is limited to the repair of the covered Equipment. Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty. Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

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

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

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

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

A.0. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.B.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.9.3. Video Escort. Intentionally left blank - Services have not been purchased.

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

A.B.5.Video Audit. Intentionally left blank - Services have not been purchased.

A.6.8 Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.8.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.B.1 Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

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

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

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

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

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

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

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

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

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

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

A.14. Software Support Services. If Software Support Services ("SSS") are purchased they will be provided on licensed software files expressly identified in this agreement, (the "Covered Software"). Support Conditions. SSS for Covered Software are subject to the following conditions ("Support Conditions"): (a) Johnson Controls' receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software manufacturer ("Licensor"); (c) Customer's use of Covered Software is in accordance with the end user license agreement ("EULA") between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information under documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a "Problem"), (2) log in privileges for remote trouble shooting; (3) TCP/IP Ethernet network addresses; and (4) access to Customer's network, servers and/or hardware; and (e) the processor, operating system and associated system improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (f) Customer's failure to maintain proper site or environmental conditions; (g) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (h) discontinued systems or software; (i) the causality, act of God, the unauthorized acts of third parties; (j) failure or interruption of electrical power, telephone or communication line or the cause, or (g) any other cause external to the Covered Software, Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls' discretion as a software fix or work-around. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer's system hardware, network or internal connectivity issues; or (c) issues for which the Original Equipment Manufacturer ("OEM") and/or Licensor (collectively, also referred to as an "Johnson Controls Supplier") has not provided a resolution or work-around. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer's request, on a time and materials basis at Johnson Controls' then current hourly rates as such upgrades become available from the Johnson Controls supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support is necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls' then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges (Reinstatement Fee) at Johnson Controls' then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability,

Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's network or existing software/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSE and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total GSS Fees paid by Customer.

A.16. Lynx Network Dues and Emergency Notification System ("Lynx System"). Intentionally left blank - Lynx System/Services have not been purchased.

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

A.17. HID SEOS Mobile Credential Service ("Service"). If HID SEOS Mobile Credential Service is purchased, the following terms shall govern Customer's use of the Service and shall survive termination or expiration of the Agreement. 1. Johnson Controls will provide customer with the ability to utilize HID SEOS Mobile Credential Service in their physical access control environment. As used herein the term "Data" shall mean any data or information used/required by Customer to manage or run its access control system, including, but not limited to, information used to authenticate users and permit access to Customer's premises. To the extent that the "Service" to be provided include hosting, storage, management, or conversion of Customer Data, or (c) updates or upgrades to Customer's access control system software and/or associated data/database, Customer understands and agrees that (a) during performance of the Service, any Data converted into a format compatible with the database, or placed or stored within the database may be lost, damaged, or compromised; (b) Customer is responsible to take appropriate measures to protect the Data prior to receiving or using the Service, including, but not limited to, masking personally identifiable information and performing backups; (c) Johnson Controls will take reasonable technical, administrative and information security measures to protect the Data; and (d) Johnson Controls will not be held responsible or liable for any loss, damage, or claims arising from or out of the loss or compromise of any Data. 2. In connection with Customer's use of and Johnson Controls' provision of the Service, Customer, Johnson Controls, and/or Johnson Controls' Subcontractors, may transmit, record, store, provide and/or receive unencrypted Data ("Transmissions") via the Internet. Johnson Controls and/or its Subcontractors may store such Transmissions in off-shore facilities. Johnson Controls does not warrant the integrity, accuracy, confidentiality, or security of such Transmissions with regard to unauthorized use, disclosure, corruption, interception or otherwise (collectively, "Security Risks"). Customer hereby assumes and releases Johnson Controls of and from all Security Risks and any associated damages or liability arising out of or related to Data Transmissions and Data Security Risks. Customer is responsible for all Internet Service Provider and telecommunication charges incurred by Customer to facilitate Data Transmissions. 3. Customer acknowledges and agrees that Johnson Controls shall have no liability whatsoever for the content of the Transmissions or signals and/or data transmission failures regardless of (a) the cause of such transmission failure; (b) whether Johnson Controls had knowledge of or should have had knowledge of any such failure or the content of any such Transmissions; and/or (c) 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 changes in rules, regulations and policies may necessitate Johnson Controls' discontinuance of any equipment, systems, or Services hereunder. The Customer agrees (and the liability of any Johnson Controls third-party service/software provider ("Subcontractor"), including but not limited to any wireless service/equipment provider, is limited in accordance with, and such Subcontractor(s) may invoke, the provisions of this section. 4. THE CUSTOMER SHALL INDEMNIFY AND SAVE HARMLESS AND, AT ITS OWN COST AND EXPENSE, DEFEND JOHNSON CONTROLS FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES AND COSTS OR EXPENSE OF ANY KIND ARISING OUT OF OR FROM ANY DATA CONVERTED, STORED, HOSTED, OR TRANSMITTED BY, TO, OR FROM JOHNSON CONTROLS OR ITS SUBCONTRACTORS OR FOR ANY REASON OUT OF THE RELEASE, REPRODUCTION, CIRCULATION, PUBLICATION OR USE OF ANY SUCH DATA BY ANYONE, INCLUDING, BUT NOT LIMITED TO, CAUSES OF ACTION FOR IDENTITY THEFT, PERSONAL INJURY, FALSE ARREST, FALSE IMPRISONMENT, OR MALICIOUS PROSECUTION.

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

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

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

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

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

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

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

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

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

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

A.28. Alcatraz EULA. This End User License Agreement ("Agreement") is a binding legal contract between you (either an individual or a legal entity) ("you" or "Customer") and Alcatraz AI, Inc., a California corporation ("Alcatraz"). By installing, accessing, or using the Hardware, Software, SDK and any associated Documentation and Enhancements (collectively, the "Product") you will be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, Alcatraz is not willing to license any right to use or access the Hardware or Software to you. In such event, you may not install, access or use the Product. Notwithstanding anything to the contrary in this notice, your first use of the Product shall be deemed your express consent to this Agreement.

1. DEFINITIONS

1.1 Capitalized terms used in this Agreement shall have their meanings specified in this Section or elsewhere in this Agreement.

1.2 "Documentation" means Alcatraz's system specifications, technical materials, training materials and all other instructions regarding the operation, installation and use of the Product as may be amended from time-to-time.

1.3 "Software" means the firmware, application software and scripts licensed to Customer pursuant to this Agreement, and any documentation provided by Alcatraz regarding the Software.

1.4 "Hardware" means the hardware on which the Software is installed and which you acquired from Alcatraz or its designated agent.

1.5 "SDK" means the software development kit licensed to Customer pursuant to this Agreement, and any documentation provided by Alcatraz regarding the SDK.

1.6 "Support Services" means the services provided to you by Alcatraz under Section 6 (Technical Support, Training and Other Services).

2. ACCESS AND USE LICENSE

2.1 Product, Documentation and Enhancements. The Software is licensed to you, not sold. Except for the limited license granted in this Agreement, Alcatraz and its licensors retain all right, title and interest in and to the Software and any SDKs, all copies and derivative works thereof, and all intellectual and proprietary rights in the Product, including copyrights, patents, trademarks and trade secret rights.

3. GRANT OF LICENSE

3.1 License. Subject to the terms and conditions of this Agreement and your payment of all fees set forth in this Agreement, Alcatraz grants you a revocable, non-sublicenseable, non-exclusive license during the Term of this Agreement to use the object code version of the Product, in connection with the Hardware, within your organization solely for your internal business purposes.

3.2 Enhancements. Alcatraz reserves the right to upgrade, enhance, change, or modify the Product at any time in its sole discretion ("Enhancements"). Any Enhancements made available to you by Alcatraz or Alcatraz's agent, if any, will be subject to the terms of this Agreement, except to the extent that the parties mutually agree, in writing, to more restrictive provisions relating to such Enhancements.

3.3 Third Party Components. The Product and future Enhancements may contain certain third party components ("Third Party Components") which are provided to you under terms and conditions which are different from this Agreement, or which require Alcatraz to provide you with certain notices and information. Alcatraz will identify such third party components in the Documentation (and shall include any associated license agreement, notices and other related information therein) delivered with the Product or future Enhancements. Your use of each Third Party Component which contains or is accompanied by its own license agreement will be subject to the terms and conditions of such other license agreement, and not this Agreement.

3.4 Beta Applications. Alcatraz may designate certain Enhancements or new releases of Product as "Beta Product." Such Beta Product will not be ready for use in a production environment and operation of the Beta Product may be unpredictable and lead to erroneous results. You acknowledge and agree that (a) the Beta Product is experimental and has not

been fully tested; (b) the Beta Product may not meet your requirements; (c) the use or operation of the Beta Product may not be uninterrupted or error free; (d) your use of the Beta Product is for purposes of evaluating and testing the product and providing feedback to Alcatraz; (e) you shall inform your employees, staff members and other users regarding the nature of the Beta Product; and (f) you will hold all information relating to the Beta Product and your use of the Beta Product, including any performance measurements and other data relating to the Beta Product, in strict confidence and shall not disclose such information to any unauthorized third parties. Your use of the Beta Product shall be subject to all of the terms and conditions set forth herein relating to the Product. You shall promptly report any errors, defects, or other deficiencies in the Beta Product to Alcatraz, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT. ALL BETA PRODUCT IS PROVIDED "AS-IS" AND "AS-AVAILABLE," WITHOUT WARRANTIES OF ANY KIND. You hereby waive any and all claims, now known or later discovered, that you may have against Alcatraz and its suppliers and licensors arising out of your use of the Beta Product.

3.5 End User Content. If you or your End Users provide information to Alcatraz (or its affiliates and agents) as part of any Support Services, you agree that Alcatraz and its affiliates and agents may collect, process and use such information for Alcatraz's business purposes, including for product support and development. You or any of your End Users may provide any suggestions, ideas, inventions, innovations, improvements or enhancement requests, feedback, recommendations, or other information to Alcatraz regarding the Product or any services provided by Alcatraz (collectively, "Feedback"). Feedback is voluntary and Alcatraz is not required to hold it in confidence. Alcatraz may use Feedback for any purpose without obligation of any kind. To the extent a license is required under your intellectual property rights to make use of the Feedback, you hereby grant Alcatraz on a non-exclusive, perpetual, royalty-free license to use the Feedback in connection with Alcatraz's business, including enhancement of the Product and related products and services.

3.6 SDK Restrictions. Customer is only authorized to use the SDKs in accordance with its accompanying documentation and this Agreement. Customer shall not configure or modify the SDK to alter in any way the accounts, complete repurposing of SDK Data to Alcatraz. Except for the limited license granted in Section 3.1 (License), Alcatraz is not granting Customer any express or implied right under any of Alcatraz's patents, copyrights, trademarks, trade secrets, or any other proprietary rights. Customer shall not: (a) remove or obscure any copyright, patent, trade secret, proprietary, or other legal notices contained on or in the SDKs, including any associated documentation; (b) remove or obscure any Alcatraz logo or trademark (except as that are automatically included in any Customer product when it is created using the SDKs, without prior written permission from Alcatraz); (c) use any Alcatraz logo or trademark (except as expressly set forth herein) without prior written permission from Alcatraz; (d) use of explicit the following in any way that results in direct or indirect compensation or commercial gain in any form, personal or otherwise, to Customer or any other party: (i) the SDK (or any portion thereof); (ii) derivative works of the SDK (or any portion thereof); or (iii) applications which contain any SDK code and/or content; or (iv) applications which contain any derivative works of any SDK code and/or content; (v) use the SDK to develop applications that compete with or could compete with the SDK or any other hardware or product software produced by Alcatraz; (vi) use the SDK to develop hacks or similar applications; or (vii) infringe or violate any intellectual property or proprietary rights or rights of privacy or publicity of Alcatraz or any third party. If Alcatraz grants written permission, pursuant to this Agreement, permitting Customer to use a Alcatraz trademark or logo on Customer's website or in Customer's software or hardware, such Alcatraz trademark or logo ("1") shall not imply any endorsement by Alcatraz of Customer, Customer's website, software, or hardware, and (2) shall be less prominent than the logo or trademark that primarily describes the Customer's website, software, or hardware.

3.7 SDK Data. The SDKs are designed to send certain, non-personally identifiable click stream data ("SDK Data") to Alcatraz. SDK Data constitutes a different data stream than Face Image Data or any personal information or anonymous information that Customer may collect from or about users of Customer's products. The Parties agree that SDK Data constitutes Alcatraz Confidential Information.

3.8 Open Source in SDKs. The SDKs may contain software, programming or other intellectual property that is subject to (a) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at www.opensource.org/licenses/; or (b) any agreement with terms requiring any intellectual property owned or licensed by Customer to be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable ("Open Source Software"). Open Source Software may be accompanied by separate license terms. Customer's license rights with respect to making derivative works, or (b) redistributable ("Open Source Software"). Open Source Software may be accompanied by separate license terms. Nothing in this Agreement shall restrict, limit, or otherwise affect any rights or obligations Customer may have, or conditions to which Customer may be subject, under such license terms. If Customer uses Open Source Software in the SDKs or uses the SDKs to create an application that includes any Open Source Software, Customer agrees to comply with all applicable licensing terms for the Open Source Software. If Customer distributes copies of any Open Source Software independent of the SDKs, Customer must remove all Alcatraz trademarks, trade dress and logos from each copy. Notwithstanding anything to the contrary in this Agreement, Customer is not licensed to (and Customer agrees that it will not) (a) integrate or use the SDKs with any Open Source Software in a way that requires the disclosure, distribution or licensing of all or any part of the SDKs in source code form under open source licensing terms, (b) use any Open Source Software in the development of its application in such a way that would cause the non-open source or proprietary portions of the SDKs to be subject to an open source licensing terms or obligations, or (c) otherwise take any action that could require disclosure, distribution, or licensing of all or any part of the SDKs in source code form, for the purpose of making derivative works, or in no change. Any violation of the foregoing provision shall immediately terminate all of Customer's licenses and other rights to the SDKs granted under this Agreement.

4. LIMITATIONS ON LICENSE
You may not, and you may not permit any third party to, (a) reverse engineer, decompile, disassemble, modify, or create works derivative of the Product or Hardware, or attempt to reverse engineer, reconstruct, identify or discover any source code of any Software or Hardware, (b) alter or modify any disabling mechanism which may be resident in the Product, (c) modify or improve the Software or Hardware or make derivative works based upon the Software or Hardware, or (d) use the Software or Hardware in order to build any software, product, or service that is competitive or similar to the Product. You may not assign, sublicense, rent, lease, loan, lease, or otherwise transfer the Software or Hardware, or directly or indirectly permit any third party to use the Product. You may not conduct, perform, or disclose any form of public benchmarking of the Software or Hardware or any services provided by Alcatraz, or publicize the results of any benchmarking of the Software or Hardware or any services, without the prior, written approval of Alcatraz. You may not remove any product identification, trademark, copyright, patent, or other proprietary notices or markings contained in, displayed by, or provided with the Software or Hardware. All use of the Software and/or Hardware shall be in accordance with its then-current documentation. You shall be solely responsible for ensuring that your use of the Software and/or Hardware is in compliance with all applicable foreign, federal, state and local laws, rules and regulations.

5. TERM AND TERMINATION
The license will commence on the date you first use the Product or accept this Agreement, whichever is earlier, and continue in effect until it is terminated as provided in Section 6 (Term and Termination). Without prejudice to any other rights, Alcatraz may terminate this Agreement (including your license to the Product) on five (5) calendar days prior written notice if you fail to comply with any of the terms and conditions of this Agreement. Alcatraz may terminate this Agreement immediately in the event that you breach Section 3.1 (License), Section 4 (Limitations on License) or Section 10 (Confidentiality) of this Agreement. In the event of a claim (other to Section 12.2) of intellectual property infringement by any third party relating to the Product ("Infringement Claim"), Alcatraz reserves the right to terminate this Agreement and the rights granted hereunder. In the event of any expiration or termination of this Agreement for any reason, you must immediately stop using the Product and securely destroy all related media and documentation, if any. The license granted to the Product will automatically terminate on expiration or termination of this Agreement.

6. FACE IMAGE DATA
6.1 Defined. The term "Face Image Data" means the face images added to, collected by and stored in the Product, whether stored in the local memory of a particular Hardware unit, or stored in an internal or external database accessed by the Product.

6.2 Collection and Use. You understand and agree that the Product will collect, log, use and store Face Image Data. You, not Alcatraz, owns the Face Image Data used by the Product, and you are solely responsible for obtaining any consents, authorizations and permissions to collect and use any such Face Image Data with the Product. You warrant that you will comply with all privacy and other laws that apply to the Face Image Data. You acknowledge and agree that Alcatraz has no responsibility or obligations whatsoever for Face Image Data, and Alcatraz expressly disclaims all responsibility and liability for Face Image Data, including any breach of privacy or otherwise related to the Face Image Data.

6.3 Security. As the owner of the Face Image Data, you are responsible for limiting access to Face Image Data, implementing and enforcing policies to prevent unauthorized access to, use of, or distribution of the Face Image Data, and, if you copy Face Image Data, securing it, such as by encrypting the Face Image Data.

7. TECHNICAL SUPPORT, TRAINING AND OTHER SERVICES

7.1 Technical Support. While you may be entitled to support by your dealer, if you choose, Alcatraz will provide telephone and on-site technical support for the Product at the prices set forth in Alcatraz's then-current prices for technical support, each price subject to change at the sole discretion of Alcatraz. You shall designate one or more employees as your principal contact for communicating technical issues and technical support questions to Alcatraz, which designation may be amended from time-to-time by written notice to Alcatraz.

7.2 Maintenance. Alcatraz shall provide maintenance for the Product at the rates set forth in the Product's accompanying documentation.

8. WARRANTY

8.1 Limited Warranty. Alcatraz warrants that the products shall be free from material defects for a period of one (1) year from the date of purchase (the "Warranty Period"). This warranty shall apply only to the original purchaser unless the buyer is authorized by Alcatraz to resell the products, in which event this warranty shall apply only to the first repurchase. It is necessary to obtain a Return Material Authorization (RMA) number before returning suspected defective products to Alcatraz. An RMA number may be requested by contacting Alcatraz Support at support@alcatraz.ai. The RMA number must be written on the documentation accompanying the return. If the product is delivered by mail or by an equivalent shipping carrier, Alcatraz agrees to prepay shipping charges to the warranty service location, you agree to use the original shipping container or equivalent. Alcatraz will in its sole discretion decide whether to repair or replace the returned product. Repair parts and replacement products will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts and products become the property of Alcatraz. This limited warranty does not include service to repair damage to the product resulting from accident, disaster, unreasonable use, misuse, abuse, customer's negligence, reseller's negligence, or non-Alcatraz modification of the product. Alcatraz reserves the right to examine the alleged defective goods to determine whether the warranty is applicable. Without limiting the generality of the foregoing, Alcatraz specifically disclaims any liability or warranty for goods resold in other than Alcatraz's original packages, the warranty is applicable.

and for goods modified, altered, or tested by customers.

8.2 Extended Warranty. When Product is purchased subject to a multi-year contract, the Warranty Period equals the length of the contract, as long as contract payments remain current. Furthermore, if a contract extension is executed before the then current contract ends, the Warranty Period is likewise extended. For example, if Product is purchased for a contract length of three (3) years, the Warranty Period is three (3) years, and if a contract is extended for two (2) years, the Warranty Period is likewise extended by two (2) years, but only if the contract extension is executed before the previous contract has expired. If a contract expires before being extended, the Warranty Period reverts to one (1) year. If contract payments lapse, the Warranty Period reverts to one (1) year. IF A CONTRACT EXPIRES BEFORE BEING EXTENDED, OR IF CONTRACT PAYMENTS LAPSE, THE WARRANTY PERIOD IRREVOCABLY REVERTS TO ONE (1) YEAR.

8.3 Restrictions. The warranties in Sections 9.1 and 9.2 (Limited Warranty and Extended Warranty) do not apply to expendable or consumable parts and does not extend to any Hardware or Software that has been damaged, rendered defective, or rendered inoperable: (a) as a result of accident, misuse, abuse, contamination, improper, or inadequate maintenance, or calibration or other external causes; (b) by operation outside the usage parameters stated in the Documentation; (c) by software interfacing, parts or supplies not supplied by Alcatraz under this Agreement; (d) improper site preparation or maintenance; (e) loss or damage in transit; and (f) by modification or service by anyone other than Alcatraz or Alcatraz's authorized service provider.

9. CONFIDENTIALITY

9.1 Definition. "Confidential Information" means all nonpublic information disclosed by a Party or any of its Affiliates or its agents to the other Party that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes the Product, Documentation and Enhancements.

9.2 Exclusions. Confidential Information shall not include any of such information which: (a) was publicly available at the time of disclosure by the Party disclosing such information (the "Disclosing Party"); (b) became publicly available after disclosure through no fault of the Party receiving such information (the "Receiving Party"); (c) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business or by proof of actual use by the Receiving Party; or (d) was rightfully acquired by the Receiving Party after disclosure by the Disclosing Party from a third-party who was lawfully in possession of the information and was under no legal duty to the disclosing Party to maintain the confidentiality of the information.

9.3 Protection of Confidential Information. Except to the extent expressly and specifically authorized in this Agreement, the Receiving Party shall: (a) maintain the confidentiality of the Confidential Information of the Disclosing Party; (b) minimize the dissemination or copying of the Confidential Information of the other Party except to the extent necessary to perform its obligations under this Agreement; (c) use the same care to prevent disclosure of the Confidential Information of the Disclosing Party to third parties as it employs to avoid disclosure, publication, or dissemination of its own Confidential Information, but in no event less than a reasonable standard of care; (d) use the Confidential Information of the Disclosing Party solely for the purpose of performing its obligations under this Agreement or exercise the express rights granted to it under this Agreement; and (e) inform its employees, officers, agents, subcontractors and independent contractors who perform duties with respect to this Agreement about these restrictions.

9.4 Permitted Disclosures. Each Party may disclose Confidential Information of the other Party to its employees, officers, agents, subcontractors and independent contractors who have a need to know such Confidential Information in order to perform their duties under this Agreement and a legal duty to protect the Confidential Information. A Party receiving Confidential Information of the other Party assumes full responsibility for the acts and omissions of its employees, officers, agents, subcontractors and independent contractors with respect to such Confidential Information.

9.5 Required Disclosures. To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information in accordance with such law or order or requirement, provided that, as soon as possible after becoming aware of such law, order, or requirement, and prior to disclosing Confidential Information pursuant thereto, the Receiving Party will so notify the Disclosing Party in writing and, if possible, the Receiving Party will provide notice to the Disclosing Party not less than five (5) business days prior to the required disclosure. The Receiving Party will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, otherwise oppose, or seek to limit such disclosure by the Receiving Party and any subsequent disclosure or use of Confidential Information that may result from such disclosure. The Receiving Party will cooperate with and provide assistance to the Disclosing Party regarding such measures. Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information so disclosed. Each Party shall be responsible for its own costs with respect to the performance of its obligations under this Section 10 hereunder with respect to Confidential Information so disclosed.

(Confidentiality).

9.6 No Disclosure. In the event of any disclosure or loss of Confidential Information, the Receiving Party shall notify the Disclosing Party as soon as possible.

9.7 Injunctive Relief. Each Party acknowledges that any breach of any provision of this Section 10 (Confidentiality) by the Receiving Party, or its employees, officers, agents, subcontractors, or independent contractors, may cause immediate and irreparable injury to the Disclosing Party, and in the event of such breach, the Disclosing Party shall be entitled to seek and obtain injunctive relief to the extent provided by a court of applicable jurisdiction, without bond or other security, and to any and all other remedies available at law or in equity.

9.8 Return of Confidential Information. Unless it is expressly authorized by this Agreement to retain the other Party's Confidential Information, a Party shall promptly return or destroy, at the other Party's option, the other Party's Confidential Information, including materials prepared in whole or in part based on such Confidential Information to the extent containing Confidential Information, and all copies thereof, at the other Party's request, and an officer of such Party shall certify to the other Party that it no longer has in its possession or under its control any Confidential Information in any form whatsoever, or any copy thereof.

9.9 Duration. The obligations of confidentiality set forth herein shall continue in full force and effect throughout the Term and continue beyond the Term in perpetuity or for so long as permitted under applicable law.

10. LIMITATION OF LIABILITY

10.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ALCATRAZ OR ITS SUPPLIERS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, WHICH SHALL INCLUDE DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR HARDWARE.

10.2 Some states do not allow the exclusion of incidental or consequential damages, or the limitation on how long an implied warranty lasts, so some of the above may not apply to you.

11. INDEMNIFICATION

11.1 You shall indemnify, defend and hold Alcatraz, and its respective officers, directors, employees, agents, affiliates, vendors and licensors, harmless from and against all third party claims, demands, suits, or other proceedings of any kind, and all resulting loss, damage, liability, cost and expense (including reasonable attorneys' fees) arising out of, resulting from, or in connection with your breach of this Agreement, the use, collection, and, if you copy it, the security of (or any other authorized or unauthorized access to) Face Image Data, or your use or misuse of the Software or Hardware, including any combination of the Software or Hardware with any hardware, software, or other intellectual property not provided by Alcatraz. Alcatraz reserves, and you grant to Alcatraz, the right to assume exclusive defense and control of any matter subject to indemnification by you. All rights and duties of indemnification that are set forth herein shall survive termination of this Agreement.

11.2 If the Product becomes, or in Alcatraz's opinion is likely to become, the subject of an infringement claim, Alcatraz may, in its sole and exclusive discretion, (i) obtain for you the right or license to continue to use the Product; (ii) modify the Product to make it non-infringing, provided the modified Product shall have at least the same functionality of the original Product; or, if Alcatraz is unable to accomplish the remedies in (i) or (ii) after using commercially reasonable efforts, then (iii) refund you the purchase price for the Product based on a seven (7) year straight-line amortization. This Section 12.2 represents your sole and exclusive remedy and Alcatraz's sole and exclusive liability for any infringement claims based on the Product.

12. WARRANTY DISCLAIMER

12.1 ALCATRAZ MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY HARDWARE, SOFTWARE, OR PROGRAMMING OBTAINED BY YOU FROM THIRD PARTIES (COLLECTIVELY, THE "THIRD PARTY ITEMS"). ALCATRAZ EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE/NO INFRINGEMENT, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE THIRD PARTY ITEMS. YOU SHOULD CONSULT THE RESPECTIVE VENDORS OR MANUFACTURERS OF THE THIRD PARTY ITEMS FOR WARRANTY AND PERFORMANCE INFORMATION.

12.2 THE PRODUCT MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT ALCATRAZ DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (B) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR DATA, WEB SITES, COMPUTERS, OR NETWORKS. ALCATRAZ SHALL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF YOUR DATA AND SYSTEMS.

13. MISCELLANEOUS

13.1 Governing Law; Jurisdiction; Venue. This Agreement shall be made, governed, construed and enforced in accordance with the laws of the State of California without reference to conflicts of law principles. The parties agree that the exclusive jurisdiction of any actions arising out of, relating to, or in any way connected with this Agreement shall be in the state and federal courts located in the State of California, and the Parties hereby agree to submit to the jurisdiction and venue of the courts of the State of California. This Agreement shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods.

13.2 Force Majeure. Any delay in or failure of performance of either Party to this Agreement (excluding obligations to pay money in accordance with this Agreement) shall not constitute a default under this Agreement or give rise to any claim for damages to the extent such delay or failure of performance was caused by a force majeure event, including acts of god, fire,

food, explosion, war, strikes, or other concerted work stoppages of labor, inability to obtain raw material, equipment or transportation, breakage or failure of equipment or supplies, loss of any necessary utility or interruption of power or communications sources or connections, failures in or affecting the performance, use, or availability of the Internet or associated hardware, any computer virus or other malicious code released by a third party, the terrorist, illegal, malicious, wrongful, or capricious acts of a third party, changes or modifications in Internet, national, or industry standards or protocols, and the existence of or changes in laws prohibiting or imposing criminal penalties or civil liability for performance hereunder; provided that, any such delay does not extend beyond thirty (30) calendar days.

13.3 Export Control. You shall not export, directly or indirectly, the Product to any country for which the United States requires any export license or other governmental approval without first obtaining such license or approval. It shall be your responsibility to comply with such export laws, rules and regulations. You shall defend, indemnify, and hold harmless Alcatraz from and against any and all damages, fines, penalties, assessments, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of any claim that the Product was exported, shipped or transported in violation of applicable laws, rules, or regulations.

13.4 Severability. In the event that one or more of the provisions herein shall be invalid, illegal, or unenforceable in any respect, each such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. Notwithstanding the foregoing, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced as if such provision had not been included, or had been modified as above provided, as the case may be.

13.5 No Waiver. Alcatraz's failure or delay to enforce any provision of this Agreement or respond to any breach by you or others shall not operate or be construed as a waiver or prevent Alcatraz from taking any permitted action to prevent further breaches.

13.6 Survival. The following provisions shall survive termination or expiration of these Terms: 1 (Definitions), 5 (Term and Termination), 6 (Face Image Data), 10 (Confidentiality), 11 (Limitation of Liability), 12 (Indemnification), 13 (Warranty Disclaimer), and 14 (Miscellaneous).

13.7 Entire Agreement. This Agreement constitutes the entire understanding of Alcatraz and you with respect to the subject matter hereof, and supersedes all prior and contemporaneous written and oral agreements with respect to the subject matter. No modification of this Agreement will be binding on Alcatraz or you unless it is in writing and signed by both Parties.

13.8 Construction. The section headings in this Agreement are for convenience of reference only, will not be deemed to be a part of the Agreement and will not be referred to in connection with the construction or interpretation of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed in each instance to be followed by the words "without limitation."

Special Considerations

Compliance with Law. The Supplier Product uses facial recognition technology. 3 states have enacted legislation restricting use of this technology (Illinois, Texas and Washington), 3 others (Arizona, Florida, and Massachusetts) and the US federal government have pending legislation restricting use of this technology, principally due to the associated data privacy risk.

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

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

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

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

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

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

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

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

A.37. Digital Benders Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.40. Ilustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.

A.42. ZKTEDO Temperature System. Intentionally left blank - System or Service have not been purchased.

A.43. Milestone Video Surveillance Equipment. Intentionally left blank - System or Service have not been purchased.

A.44. SES Mobile-Based Keyless Access Control System. Intentionally left blank - System or Service have not been purchased.

A.45. Solink Cloud Video Services. Intentionally left blank - System or Service have not been purchased.

A.46. Qolays Panel. Intentionally left blank - Panel have not been purchased.

A.47. GuardRFID. Intentionally left blank - Panel have not been purchased.

A.48. 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 (SRIS) (b) Managed Access Control (c) Electronic Article Surveillance (EAS) (d) Guard Response Service (e) Radio Frequency Identification (RFID) (f) Training Services (g) Workman'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 Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

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

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, test, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

D. System Requirements, Miscellaneous. 1. Vault. 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 selling 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 ladders 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, Inspection 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, wire, or other necessary equipment. (f) any required IP address assignments; and (g) additional network software licensing. The installation of the equipment/system may necessitate require ceiling, bolting or fastening into Customer's floor, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to the intrusion, mold, fungi, bacteria, walling, or 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. Product is networked, connected to the Internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, 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 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 authorize 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; (d) using SMS, text, pre-recorded messages, or automated calling devices to deliver messages to confirm a service/installation appointment; and/or (e) 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 parent, subsidiaries, affiliates and their successor corporations or its 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, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1. Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of this loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences thereof that the Equipment or Services were intended to detect, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents, suppliers and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents, suppliers and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of anti-stalking/harassment laws or a similar claim arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to detect, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls and its suppliers do not undertake and assume no liability for such risk by providing the Equipment and/or Services. If Johnson Controls and/or one (or more) of its suppliers is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences thereof which the Equipment and/or Services are intended to detect, detect, avert or record, Johnson Controls' liability and the liability of its suppliers shall be limited to the sums paid by Customer for the Equipment and/or Services at issue as Customer's sole remedy. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or system malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and shall give Johnson Controls, in addition to any other available remedies, the right to, without notice, (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under or terminate this Agreement and (b) to charge 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 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. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are extenuating circumstances requiring Services or Johnson Controls otherwise perform Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed.

efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, installation Charge(s) may be subject to revision. 3. 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' CMO or the Municipal Fire or Police Department or other first responder; (b) connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMO or the Municipal Fire or Police Department or other first responder; (c) 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; (d) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or system malfunctions; (e) In Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unusable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (f) 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 (g) 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 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 of 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. Waiver. 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 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 a "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 deemed part of or to be used in construing this 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 FAR provisions: FAR 52.219-6; FAR 52.222-26; FAR 52.222-35; FAR 52.222-36; and FAR 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (a) product or service provided under this Agreement; (b) technical data; (c) software; (d) information; or (e) 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, in its own expense, defend, indemnify, and hold 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. 8. COVID-19 Vaccination. Johnson Controls expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Johnson Controls' personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontractors, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.222-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Johnson Controls' personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Johnson Controls.

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 subcontracted 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 network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. 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 (a) to make any source code or object code available to third parties, or (b) 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 (SSSL), 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, tornadoes, 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, diseases, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions and/or 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 the obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software tools and applications. Customer consents to the collection, transfer and ingestion and use of such data by Johnson Controls to enable Johnson Controls to provide, maintain, protect and improve the Digital Enabled Services and its products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunctions, insure against loss, or guarantee a certain level of performance. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and cloud-hosted software offerings and tools ("Software") to provide, improve and enable such services. Digital Enabled Services may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and system health reporting.

Implementation, deployment and Customer use of Software offered under this Agreement shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services that may be updated by Johnson Controls from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated in this Agreement by 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. Software 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 set forth in the applicable SOW, 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 to the "Subscription Start Date" and will continue in effect until the expiration of the subscription term noted in the applicable SOW. 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 non-refundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Invoices are due upon receipt unless otherwise specified on the invoice. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

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

O. Johnson Controls License Information: AL 1488, 1489, 1500, 1501, 1502, A-0244. The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBI, 7855 Vaughn Rd., Montgomery 36116, (334) 264-6388 Fax: 334-264-9332. AK 125516; 1058473, 6430 Feltbanks Street, Suite 7 Anchorage, AK 99507 AR 0000108, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 518-8900 AZ R00281489, 18287-D CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 OT 0106069-L5 DO ECS1327 FL EF20000880, EF20000341, EF0000478 CA, NV 3801206912, A-0352, A-0170, 3602205914, A-0638, 3602206913, A-1018, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MIN TS651053 MS 15024088, 19530-SG NC 646-348P00050260, P00451, 607013 NM 376283 NV 0077642, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 60-10-1052, 60-25-1050, 60-48-1032, 60-57-1110, 63-31-1682 OK AC-67 CR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor: Registration Number: PA010083 RI 18004, AF-09170 TN ACC1704, ACO1705, ACC1707, ACC1708, ACC1709, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 - Dept of Public Safety, Private Security 6805 N. Lamar Blvd, Austin 78762, ACR-1488 UT 8390557-6501 VA 11-7687, 11-7676, 11-7681, 11-7673, 11-7689, 11-7678, 2705147785 WA JCHNCS05837N4, 19626 62nd Ave South, Ste C112 Kent, WA 98032 WY 000291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0021-SOUTHERN NJ

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-70HDFEW

ADDITIONAL TERMS AND CONDITIONS

DATE: 6/12/2023

Johnson Controls Security Solutions LLC ("Johnson Controls")

Paul Faiella
7852 Browning Rd.
Pennsauken, NJ 08109-4642
Tele. No. (800) 894-5346

County of Gloucester
Attn: ("Customer")
Customer Billing Information
2 B Broad Electric Bldg-Server,
Woodbury, NJ 08095
Attn: David Brice
Tele. No.

Customer Premises Served
1200 Glassboro Rd #84-1,
Williamstown, NJ 08094
Attn:
Tele. No.

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

Terms and Conditions

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 6%, 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:

Paul Faiella
(Signature of Johnson Controls Sales Representative)

Sales Agent Paul Faiella

Sales Representative Registration Number (if applicable):

CUSTOMER:

County of Gloucester

Accepted By:

(Signature of Customer's Authorized Representative)

Frank J. DiMarco
Commission Director

Title:

Date Signed:

6/21/23



COMMERCIAL SALES AGREEMENT

TOWN NO.
0021-SOUTHERN NJ

CUSTOMER NO.

JOB NO.

PD NO.

ESTIMATE NO.
17001093

DATE: 01/22/2023

Johnson Controls Security Solutions LLC ("Johnson Controls")
Paul Fabela
7852 Browning Rd.
Pomona, NJ 08059-4642
Tele. No. (609) 694-5348

County of Gloucester
d/t/m
("Customer")
Customer Billing Information
28 Broad Street Old Bridge, NJ
Woodbury, NJ 08096
Attn: David Bice
Tele. No.

Customer Premises Serviced
700 Cattery Ln, Ems 84-2,
Williamstown, NJ 08094
Attn:
Tele. No.

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

1. 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 (applicable to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

II. CHARGES AND FEES: TAXES: A equipment installation. 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 Charges"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the Installation Deposit Amount set forth in the Scope of Work/Schedule of Protection. Johnson Controls may invoice Customer for progress billing 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 CMIC, or any other SERVICE(s). All invoices for the Installation Deposit Amount and the Installation Charges are due upon receipt. Any outstanding Installation Charges and/or Fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other outstanding Installation Charges and/or Fees shall be due and payable as a precondition to activation of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

b. Services: 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 on a (a) Annual basis, unless otherwise agreed by the parties in writing, plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Invoices are due within thirty (30) days of the date of the invoice. After the Initial Term this Agreement shall automatically renew on an Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes the 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. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. In addition, prices for Equipment covered by this Agreement may be adjusted by Johnson Controls, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Johnson Controls proposal or quotation, to reflect any increase in Johnson Controls' cost of raw materials (e.g., steel, aluminum) liability to secure Equipment, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any other charges, or to cover any other, unforeseen and unusual cost elements. 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.

c. Other Charges: 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 A.M.I. requirements and/or changes to applicable laws, the need to reprogram alarm control devices to comply with area code, signal transmission, numbering or other changes relating to the included 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, Systems 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.

d. Invoicing: Pricing is based upon the billing and payment terms set forth in this Agreement. Invoices are due upon receipt unless otherwise specified on the invoice. Invoices will be delivered and are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be provided once the Agreement is signed and agreed to by the parties. Disputed invoices must be identified in writing within twenty-two (22) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a precondition 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 law, duties or other similar charges imposed and/or enacted.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Addenda, 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, advertisement, 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 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 as requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increase. 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) listed 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]



COMMERCIAL SALES AGREEMENT



TOWN NO.
0021-SOUTHERY NJ

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-7018700

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

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

CUSTOMER: County of Gloucester

Presented by: Paul Faiella
(Signature of Johnson Controls Sales Representative)

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

Sales Agent Paul Faiella
Sales Representative Registration Number (if applicable): _____

Frank J. DiMarco
Commission Director

Title: _____
Date Signed: 6/21/23

CUSTOMER ACCEPTANCE

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

PO is required to facilitate billing: NO; ☐ This signed contract satisfies Agreement

YES; ☒ Single PO Required for Initial Term

☐ Annual PO Required

☐ ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoice are accepted via e-mail: YES; ☒ Email address to be used: dbrice@co.gloucester.nj.us

NO; ☐ Please submit invoices via mail ☐ NO; Please submit via _____

(Remainder of Page Left Intentionally Blank)



COMMERCIAL SALES AGREEMENT

TOWN NO.
0021-SOUTHERN NJ

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-708JG6

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:

Video Surveillance Services:

Managed Access Control Services:

Video Equipment:

Maintenance Service Plan; Preventive Maintenance/Inspection:

Additional Services:

No Service Selected

No Service Selected

No Service Selected

No Service Selected

Expert Maintenance PROVIDED / Inspections NOT PROVIDED

Access Control, Cloud Subscription for Touchless or With Tailgating Intelligence

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) allowing 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 RJ45X phone Jack previously installed by Customer; (iv) in the case of radio Installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	This Item Identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	
1	KANTECH SINGLE GANG, MULTITECH READER	
1	MAC US, EXP KIT INCLUDES KT-1-M, TRANS 18 VAO 40 VA, 12 VDC PS AND BATT (KT-BATT)	
1	OPTIONAL RELAY DPDT FOR KT-300	
1	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	
100	Conduit	
1	PCC Installed lock existing	
1	Mount KT1 in IT room and tie into the data loop.	
1	110 VAO (customer to provide outlet). Run composite wire out to the entry	
1	door. (see panel)	
1	Program & test	
1	Permit is NOT included if needed customer to provide it	
-1	Customer to provide internet connection at the panel and tied into customer network	
-1	LIM Panel	
200	Composite Access 18/3c + 18/4c + 22/4c + 18/2c, STR, Shielded, CMP, Plenum, Purple, BDF Real	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$13,105.30
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$13,105.30
Installation Deposit Amount:	\$6,552.65

2. Annual Service Charge:

Annual Service Charge Amount:	\$1,383.00
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* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$1,383.00

* 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.

Contact Information: David S. Bryce Information Technology 2 South Broad Street Woodbury, NJ 08096 (856) 251-6750 (Phone) Bryce, David S. <dbryce@co.gloucester.nj.us>
System Operator: Scope of work per this by Bill D. JCI to install a 1 door Kentech card Access control system for EKS and reuse existing electric strike, tie into the PS for release (for 1 door) - JCI to install 1 KT1 door panel in the IT room and install a new metal reader above the existing reader there already, that is being used by others - JCI will terminate and run all the wire and install the 1 reader, tie into the existing lock being used by other - JCI will program and test door - JCI to program the door schedule. The follow equipment will be installed below: - 1 KT Control panel - 1 Metal Reader - 1 power supply - Wire and conduit
Programming Info: JCI to program
Site Conditions: Stand alone building access panel to be installed in IT room. The building being used by both EMS and fire station customer will need to provide an internet connection to the customer network at each door site
Existing Equipment: None - but there is an existing access because the building is being used as a multi site with EMS and Fire personnel each will use their own reader to enter the building thru the one door on separate access systems
Customer Expectations: Coordinate with David
Training Expectations: NA
General Comments: Customer to provide a permit if needed NOT included
Customer Responsibilities / Johnson Controls Exclusions: Customer is responsible for: - The customer is responsible for providing an IP stable internet connection at the panel location for the system to communicate with JCI servers. - Customer to have IP ports open for Kentech Web - 80 and 8801 - Customer is responsible for having 110VAC at the panel - Customer to provide access to the building 8am - 4pm Monday thru Friday - Any additional requirements out of scope of work will be done at additional cost
Documentation Needs: Signed CAF

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2. Communication Facilities. Intentionally left blank - Alarm Monitoring Services have not been purchased.

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

A.3.2 Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repairs of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials basis: (a) window lock, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/updates, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for services requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.14. Software Support Services. If Software Support Services ("SSS") are purchased they will be provided on licensed software files expressly identified in this agreement, (the "Covered Software"). Support Conditions. SSS for Covered Software are subject to the following conditions: (a) Johnson Controls' receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/vendor ("Licensor"); (c) Customer's use of Covered Software is in accordance with the end user license agreement ("EULA") between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a "Problem"); (2) log in privileges for remote trouble shooting; (3) TCP/IP Ethernet network addresses; and (4) access to Customer's network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or related software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer's failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause; or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls' disclaimer as a software fix or commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls' discretion as a software fix or commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Johnson Controls will provide Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer's system hardware, network or internal connectivity issues; or (c) issues for which the Original Equipment Manufacturer ("OEM") and/or Licensor (collectively, also referred to as a "Johnson Controls Supplier") has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer's request, on a time and materials basis at Johnson Controls' then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services ("ESS") are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls' then-current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges ("Reinstatement Fee") at Johnson Controls then-current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability.

been fully tested; (f) the Beta Product may not meet your requirements; (g) the use or operation of the Beta Product may not be uninterrupted or error free; (h) your use of the Beta Product is for purposes of evaluating and testing the product and providing feedback to Alcatraz; (i) you shall inform your employees, staff members and other users regarding the nature of the Beta Product; and (j) you will hold all information relating to the Beta Product and your use of the Beta Product, including any performance measurements and other data relating to the Beta Product, in strict confidence and shall not disclose such information to any unauthorized third parties. Your use of the Beta Product shall be subject to all of the terms and conditions set forth herein relating to the Product. You shall promptly report any errors, defects, or other deficiencies in the Beta Product to Alcatraz. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ALL BETA PRODUCT IS PROVIDED "AS-IS" AND "AS-AVAILABLE," WITHOUT WARRANTIES OF ANY KIND. You hereby waive any and all claims, now known or later discovered, that you may have against Alcatraz and its suppliers and licensors arising out of your use of the Beta Product.

3.5 End User Content. If you or your End Users provide information to Alcatraz (or its affiliates and agents) as part of any Support Services, you agree that Alcatraz and its affiliates and agents may collect, process and use such information for Alcatraz's business purposes, including for product support and development. You or any of your End Users may provide any suggestions, ideas, inventions, innovations, improvement or enhancement requests, feedback, recommendations, or other information to Alcatraz regarding the Product or any services provided by Alcatraz (collectively, "Feedback"). Feedback is voluntary and Alcatraz is not required to hold it in confidence. Alcatraz may use Feedback for any purpose without obligation of any kind. To the extent a license is required under your intellectual property rights to make use of the Feedback, you hereby grant Alcatraz an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with Alcatraz's business, including enhancement of the Product and related products and services.

3.6 SDK Restrictions. Customer is only authorized to use the SDKs in accordance with its accompanying documentation and this Agreement. Customer shall not configure or modify the SDK to alter in any way the accurate, complete reporting of SDK Data to Alcatraz. Except for the limited license granted in Section 3.1 (License), Alcatraz is not granting Customer any express or implied right under any of Alcatraz's patents, copyrights, trademarks, trade secrets, or any other proprietary rights. Customer shall not: (a) remove or obscure any copyright, patent, trade secret, proprietary, or other legal notices contained on or in the SDKs, including any associated documentation; (b) remove or obscure any Alcatraz logo or branding screens that are automatically included in any Customer product when it is created using the SDKs, without prior written permission from Alcatraz; (c) use any Alcatraz logo or trademark (except as expressly set forth herein) without prior written permission from Alcatraz; (d) use or exploit the following in any way that results in direct or indirect compensation or commercial gain in any form, personal or otherwise, to Customer or any other party: (i) the SDK (or any portions thereof); (ii) derivative works of the SDK (or any portions thereof); or (iii) applications which contain any SDK code and/or content; or (iv) applications which contain any derivative works of any SDK code and/or content; (e) use the SDK to develop applications that competes with or could compete with the SDK or any other middleware or Product software produced by Alcatraz; (f) use the SDK to develop hacks or similar applications; or (g) knowingly or violate any intellectual property or proprietary rights or rights of privacy or publicity of Alcatraz or any third party. If Alcatraz grants written permission, pursuant to this Agreement, permitting Customer to use a properly or proprietary rights or rights of privacy or publicity of Alcatraz or any third party, such Alcatraz trademark or logo (i) shall not imply any endorsement by Alcatraz of Customer, Alcatraz trademark or logo on Customer's website or in Customer's software or hardware, such Alcatraz trademark or logo (ii) shall not imply any endorsement by Alcatraz of Customer, Customer's website, software, or hardware, and (2) shall be less prominent than the logo or trademark that primarily describes the Customer's website, software, or hardware.

3.7 SDK Data. The SDKs are designed to send certain, non-personally identifiable click stream data ("SDK Data") to Alcatraz. SDK Data constitutes a different data stream than Face Image Data or any personal information or information that Customer may collect from or about users of Customer's products. The Parties agree that SDK Data constitutes Alcatraz Confidential Information.

3.8 Open Source in SDKs. The SDKs may contain software, programming or other intellectual property that is subject to (a) the GNU General Public License, GNU Library General Public License, Artistic License, BSD License, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at www.opensource.org/licenses; or (b) any Public License, Artistic License, BSD License, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at www.opensource.org/licenses; or (c) any agreement with terms requiring any intellectual property owned or licensed by Customer to be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable ("Open Source Software"). Open Source Software may be accompanied by separate license terms. Customer's license rights with respect to Open Source Software that is accompanied by separate license terms are defined by those terms. Nothing in this Agreement shall restrict, limit, or otherwise affect any rights or obligations of Customer may have, or conditions to which Customer may be subject, under such license terms. If Customer uses Open Source Software in the SDKs or uses the SDKs to create an application that includes any Open Source Software, Customer agrees to comply with all applicable licensing terms for the Open Source Software. If Customer distributes copies of any application that includes any Open Source Software, Customer must remove all Alcatraz trademarks, trade dress and logos from each copy. Notwithstanding anything to the contrary in this Agreement, Customer is not licensed to (and Customer agrees that it will not) (a) integrate or use the SDKs with any Open Source Software in a way that requires the disclosure, distribution or licensing of all or any part of the SDKs in source code form under open source licensing terms, (b) use any Open Source Software in the development of its application in such a way that would cause the non-open source or proprietary portions of the SDKs to be subject to any open source licensing terms or obligations, or (c) otherwise take any action that would require disclosure, distribution, or licensing of all or any part of the SDKs in source code form, for the purpose of making derivative works, or at all change. Any violation of the foregoing provision shall immediately terminate all of Customer's licenses and other rights to the SDKs granted under this Agreement.

4. LIMITATIONS ON LICENSE

You may not, and you may not permit any third party to, (a) reverse engineer, decompile, disassemble, modify, or create works derivative of the Product or Hardware, or attempt to reverse engineer, reconstitute, identify or discover any source code of any Software or Hardware; (b) alter or modify any disabling mechanism which may be resident in the Product; (c) modify or improve the Software or Hardware or make derivative works based upon the Software or Hardware; or (d) use the Software or Hardware in order to build any software, product, or service that is competitive or similar to the Product. You may not assign, sublicense, rent, lease, or otherwise transfer the Software or Hardware, or directly or indirectly permit any third party to use the Product. You may not conduct, perform, or disclose any form of public benchmarking of the Software or Hardware or any services provided by Alcatraz, or publish the results of any benchmarking of the Software or Hardware or any services, without the prior, written approval of Alcatraz. You may not remove any product identification, trademark, copyright, patent, or other proprietary notices or markings contained in, displayed by, or provided with the Software or Hardware. All use of the Software and/or Hardware shall be in accordance with its then-current documentation. You shall be solely responsible for ensuring that your use of the Software and/or Hardware is in compliance with all applicable foreign, federal, state and local laws, rules and regulations.

5. TERM AND TERMINATION

The license will commence on the date you first use the Product or accept this Agreement, whichever is earlier, and continue in effect until it is terminated as provided in Section 5 (Term and Termination). Without prejudice to any other rights, Alcatraz may terminate this Agreement (including your license to the Product) on five (5) calendar days prior written notice if you fail to comply with any of the terms and conditions of this Agreement. Alcatraz may terminate this Agreement immediately in the event that you breach Section 8.1 (License), Section 4 (Limitations on License) or Section 10 (Confidentiality). In the event of a claim (refer to Section 12.2) of intellectual property infringement by any third party relating to the Product ("Infringement Claims"), Alcatraz reserves the right to terminate this Agreement and the rights granted hereunder. In the event of any expiration or termination of this Agreement for any reason, you must immediately stop using the Product and securely destroy all related media and Documentation, if any. The license granted to the Product will automatically terminate on expiration or termination of this Agreement.

6. FACE IMAGE DATA

6.1 Defined. The term "Face Image Data" means the face images added to, collected by and stored in this Product, whether stored in the local memory of a particular Hardware unit, or stored in an internal or external database accessed by the Product.

6.2 Collection and Use. You understand and agree that the Product will collect, log, use and store Face Image Data. You, not Alcatraz, owns the Face Image Data used by the Product, and you are solely responsible for obtaining any consents, authorizations and permissions to collect and use any such Face Image Data with the Product. You warrant that you will comply with all privacy and other laws that apply to the Face Image Data. You acknowledge and agree that Alcatraz has no responsibilities or obligations whatsoever for Face Image Data, and Alcatraz expressly disclaims all responsibility and liability for Face Image Data, including any breach of privacy or other laws related to the Face Image Data.

6.3 Security. As the owner of the Face Image Data, you are responsible for limiting access to Face Image Data, implementing and enforcing policies to prevent unauthorized access to, use of, or distribution of the Face Image Data, and, if you copy Face Image Data, securing it, such as by encrypting the Face Image Data.

7. TECHNICAL SUPPORT, TRAINING AND OTHER SERVICES

7.1 Technical Support. While you may be entitled to support by your dealer, if you choose, Alcatraz will provide telephone and on-site technical support for the Product at the prices set forth in Alcatraz's then-current prices for technical support, such prices subject to change at its sole discretion of Alcatraz. You shall designate one or more employees as your principal contact for communicating technical issues and technical support questions to Alcatraz, which designation may be amended from time-to-time by written notice to Alcatraz.

7.2 Maintenance. Alcatraz shall provide maintenance for the Product at the rates set forth in the Product's accompanying documentation.

8. WARRANTY

8.1 Limited Warranty. Alcatraz warrants that the products shall be free from material defects for a period of one (1) year from the date of purchase (the "Warranty Period"). This warranty shall apply only to the original purchaser unless the buyer is authorized by Alcatraz to resell the product, in which event this warranty shall apply only to the first repurchase. It is necessary to obtain a Return Material Authorization (RMA) number before returning suspected defective products to Alcatraz. An RMA number may be requested by contacting Alcatraz Support at support@alcatraz.at. The RMA number must be written on the documentation accompanying the return. If the product is delivered by mail or by an equivalent shipping carrier, Alcatraz agrees to prepay shipping charges to the warranty service location, you agree to use the original shipping container or equivalent. Alcatraz will in its sole discretion decide either to repair or replace the returned product. Repair parts and replacement products will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts and products become the property of Alcatraz. This limited warranty does not include damage to the product resulting from accident, disaster, unreasonable use, misuse, abuse, customer's negligence, reseller's negligence, or non-Alcatraz modification of the product. Alcatraz reserves the right to examine the alleged defective goods to determine whether the warranty is applicable. Without limiting the generality of the foregoing, Alcatraz specifically disclaims any liability or warranty for goods resold in other than Alcatraz's original packages, the warranty is applicable.

and for goods modified, altered, or created by customers.

8.2 **Extended Warranty.** When Product is purchased subject to a multi-year contract, the Warranty Period equals the length of the contract, as long as contract payments remain current. Furthermore, if a contract extension is executed before the then current contract ends, the Warranty Period is likewise extended. For example, if Product is purchased for a contract length of three (3) years, the Warranty Period is three (3) years, and if a contract is extended for two (2) years, the Warranty Period is likewise extended by two (2) years, but only if the contract extension is executed before the previous contract has expired. If a contract expires before being extended, the Warranty Period reverts to one (1) year. If contract payments lapse, the Warranty Period reverts to one (1) year. IF A CONTRACT EXPIRES BEFORE BEING EXTENDED, OR IF CONTRACT PAYMENTS LAPSE, THE WARRANTY PERIOD IRREVOCABLY REVERTS TO ONE (1) YEAR.

8.3 **Restraints.** The warranties in Sections 9.1 and 9.2 (Limited Warranty and Extended Warranty) do not apply to expendable or consumable parts and does not extend to any Hardware or Software that has been damaged, rendered defective, or rendered inoperable: (a) as a result of accident, misuse, abuse, contamination, improper, or inadequate maintenance, or calibration or other external causes; (b) by operation outside the usage parameters stated in the Documentation; (c) by software interfacing, parts or supplies not supplied by Alcatraz under this Agreement; (d) improper site preparation or maintenance; (e) loss or damage in transit; and (f) by modification or service by anyone other than Alcatraz or Alcatraz's authorized service provider.

9. CONFIDENTIALITY

9.1 **Definition.** "Confidential Information" means all nonpublic information disclosed by a Party or any of its Affiliates or its agents to the other Party that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes the Product, Documentation and Enhancements.

9.2 **Exclusions.** Confidential Information shall not include any of such information which: (a) was publicly available at the time of disclosure by the Party disclosing such information (the "Disclosing Party"); (b) became publicly available after disclosure through no fault of the Party receiving such information (the "Receiving Party"); (c) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business or by proof of actual use by the Receiving Party; or (d) was rightfully acquired by the Receiving Party after disclosure by the Disclosing Party from a third-party who was lawfully in possession of the information and was under no legal duty to the disclosing Party to maintain the confidentiality of the information.

9.3 **Protection of Confidential Information.** Except to the extent expressly and specifically authorized in this Agreement, the Receiving Party shall: (a) maintain the confidentiality of the Confidential Information of the Disclosing Party; (b) minimize the dissemination and copying of the Confidential Information of the other Party except to the extent necessary to perform its obligations under this Agreement; (c) use the same care to prevent disclosure of the Confidential Information of the Disclosing Party to third parties as it employs to avoid disclosure, publication, or dissemination of its own Confidential Information, but in no event less than a reasonable standard of care; (d) use the Confidential Information of the Disclosing Party solely for the purpose of performing its obligations under this Agreement or exercise the express rights granted to it under this Agreement; and (e) inform its employees, officers, agents, subcontractors and independent contractors who perform duties with respect to this Agreement about these restrictions.

9.4 **Permitted Disclosures.** Each Party may disclose Confidential Information in order to perform their duties under this Agreement and a legal duty to protect the Confidential Information. A Party receiving Confidential Information of the other Party assumes full responsibility for the acts and omissions of its employees, officers, agents, subcontractors and independent contractors with respect to such Confidential Information.

9.5 **Required Disclosures.** To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information in accordance with such law or order or requirement, provided that, as soon as possible after becoming aware of such law, order, or requirement and prior to disclosing Confidential Information pursuant thereto, the Receiving Party will so notify the Disclosing Party in writing and, if possible, the Receiving Party will provide notice to the Disclosing Party not less than five (5) business days prior to the required disclosure. The Receiving Party will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, otherwise oppose, or seek to limit such disclosure by the Receiving Party and any subsequent disclosure or use of Confidential Information that may result from such disclosure. The Receiving Party will cooperate with and provide assistance to the Disclosing Party regarding such measures. Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information not disclosed. Each Party shall be responsible for its own costs with respect to the performance of its obligations under this Section 10 (Confidentiality).

9.6 **Notification.** In the event of any disclosure or loss of Confidential Information, the Receiving Party shall notify the Disclosing Party as soon as possible.

9.7 **Injunctive Relief.** Each Party acknowledges that any breach of any provision of this Section 10 (Confidentiality) by the Receiving Party, or its employees, officers, agents, subcontractors, or independent contractors, may cause immediate and irreparable injury to the Disclosing Party, and in the event of such breach, the Disclosing Party shall be entitled to seek and obtain injunctive relief to the extent provided by a court of applicable jurisdiction, without bond or other security, and to any and all other remedies available at law or in equity.

9.8 **Return of Confidential Information.** Unless it is expressly authorized by this Agreement to retain the other Party's Confidential Information, a Party shall promptly return or destroy, at the other Party's option, the other Party's Confidential Information, including materials prepared in whole or in part based on such Confidential Information to the extent containing Confidential Information, and all copies thereof, at the other Party's request, and an officer of such Party shall certify to the other Party that it no longer has in its possession or under its control any Confidential Information in any form whatsoever, or any copy thereof.

9.9 **Duration.** The obligations of confidentiality set forth herein shall continue in full force and effect throughout the Term and continue beyond the Term in perpetuity or for so long as permitted under applicable law.

10. LIMITATION OF LIABILITY

10.1 **TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ALCATRAZ OR ITS SUPPLIERS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, WHICH SHALL INCLUDE DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR HARDWARE.**

10.2 **Some states do not allow the exclusion of incidental or consequential damages, or the limitation on how long an implied warranty lasts, so some of the above may not apply to you.**

11. INDEMNIFICATION

11.1 **You shall indemnify, defend and hold Alcatraz, and its respective officers, directors, employees, agents, affiliates, vendors and licensors, harmless from and against all third party claims, demands, suits, or other proceedings of any kind, and all resulting loss, damages, liability, cost and expense (including reasonable attorneys' fees) arising out of, resulting from, or in connection with your breach of this Agreement, the use, collection, and, if you copy it, the security of (or any other authorized or unauthorized access to) Face Image Data, or your use or misuse of the Software or Hardware, including any combination of the Software or Hardware with any hardware, software, or other intellectual property not provided by Alcatraz. Alcatraz reserves, and you grant to Alcatraz, the right to assume exclusive defense and control of any matter subject to indemnification by you. All rights and duties of indemnification that are set forth herein shall survive termination of this Agreement.**

11.2 **If the Product becomes, or in Alcatraz's opinion is likely to become, the subject of an infringement claim, Alcatraz may, in its sole and exclusive discretion, (i) obtain for you the right or license to continue to use the Product, (ii) modify the Product to make it non-infringing, provided the modified Product shall have at least the same functionality of the original Product, or, if Alcatraz is unable to accomplish the remedies in (i) or (ii) after using commercially reasonable efforts, then (iii) refund you the purchase price for the Product based on a seven (7) year straight line amortization. This Section 12.2 represents your sole and exclusive remedy and Alcatraz's sole and exclusive liability for any infringement claims based on the Product.**

12. WARRANTY DISCLAIMER

12.1 **ALCATRAZ MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY HARDWARE, SOFTWARE, OR PROGRAMMING OBTAINED BY YOU FROM THIRD PARTIES (COLLECTIVELY, THE "THIRD PARTY ITEMS"). ALCATRAZ EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE/NO INFRINGEMENT, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE THIRD PARTY ITEMS. YOU SHOULD CONSULT THE RESPECTIVE VENDORS OR MANUFACTURERS OF THE THIRD PARTY ITEMS FOR WARRANTY AND PERFORMANCE INFORMATION.**

12.2 **THE PRODUCT MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT ALCATRAZ DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (B) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR DATA, WEB SITES, COMPUTERS, OR NETWORKS. ALCATRAZ SHALL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF YOUR DATA AND SYSTEMS.**

13. MISCELLANEOUS

13.1 **Governing Law; Jurisdiction; Venue.** This Agreement shall be made, governed, construed and enforced in accordance with the laws of the State of California without reference to conflict of law principles. The parties agree that the exclusive jurisdiction of any actions arising out of, relating to, or in any way connected with this Agreement shall be in the state and federal courts located in the State of California, and the Parties hereby agree to submit to the jurisdiction and venue of the courts of the State of California. This Agreement shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods.

13.2 **Force Majeure.** Any delay in or failure of performance of either Party to this Agreement (excluding obligations to pay money in accordance with this Agreement) shall not constitute a default under this Agreement or give rise to any claim for damages to the extent such delay or failure of performance was caused by a force majeure event, including acts of god, fire,

food, explosion, war, strikes, or other concerted work stoppages of labor, inability to obtain raw material, equipment or transportation, breakage or failure of equipment or apparatus, loss of any necessary utility or interruption of power or communications sources or connections, failures in or affecting the performance, use, or availability of the Internet or associated intranets, any computer virus or other malicious code released by a third party, the terrorist, illegal, malicious, warlike, or capricious acts of a third party, changes or modifications in Internet, national, or industry standards or protocols, and the existence of or changes in laws prohibiting or imposing criminal penalties or civil liability for performance hereunder provided that, any such delay does not extend beyond thirty (30) calendar days.

13.3 **Export Control.** You shall not export, directly or indirectly, the Product to any country for which the United States requires any export license or other governmental approval without first obtaining such license or approval. It shall be your responsibility to comply with such export laws, rules and regulations. You shall defend, indemnify, and hold harmless Alcatraz from and against any and all damages, fines, penalties, assessments, forfeitures, costs and expenses (including attorneys' fees and expenses) arising out of any claim that the Product was exported, shipped or transported in violation of applicable laws, rules, or regulations.

13.4 **Sovereignty.** In the event that one or more of the provisions herein shall be invalid, illegal, or unenforceable in any respect, each such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. Notwithstanding the foregoing, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced as if such provision had not been included, or had been modified as above provided, as the case may be.

13.5 **No Waiver.** Alcatraz's failure or delay to enforce any provision of this Agreement or respond to any breach by you or others shall not operate or be construed as a waiver or prevent Alcatraz from taking any permitted action to prevent further breaches.

13.6 **Survival.** The following provisions shall survive (termination or expiration of these Terms: 1 (Definitions), 5 (Term and Termination), 6 (Face Image Data), 10 (Confidentiality), 11 (Limitation of Liability), 12 (Indemnification), 13 (Warranty Disclaimer), and 14 (Miscellaneous)).

13.7 **Entire Agreement.** This Agreement constitutes the entire understanding of Alcatraz and you with respect to the subject matter hereof, and supercedes all prior and contemporaneous written and oral agreements with respect to the subject matter. No modification of this Agreement will be binding on Alcatraz or you unless it is in writing and signed by both Parties.

13.8 **Construction.** The section headings in this Agreement are for convenience of reference only, will not be deemed to be a part of the Agreement and will not be referred to in connection with the construction or interpretation of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed in each instance to be followed by the words "without limitation."

Special Considerations

Compliance with Law: The Supplier Product uses facial recognition technology. 3 states have enacted legislation restricting use of this technology (Illinois, Texas and Washington), 3 others (Arizona, Florida, and Massachusetts) and the U.S. federal government has pending legislation restricting use of this technology, principally due to the associated data privacy risk.

A.29. Cloud/Vue Service, Intentionally left blank - Services have not been purchased.

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

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

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

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

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

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

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

A.37. Digital Barriers Telethermographic System, Intentionally left blank - System or Service have not been purchased.

A.38. Installation and Lease Subscription Services for Evolv Express, Intentionally left blank - System or Service have not been purchased.

A.39. Installation and Purchase Subscription Services for Evolv Express, Intentionally left blank - System or Service have not been purchased.

A.40. Iovlux Telethermographic System, Intentionally left blank - System or Service have not been purchased.

A.41. Webto Body Temperature Detection System, Intentionally left blank - System or Service have not been purchased.

A.42. ZKTECO Temperature System, Intentionally left blank - System or Service have not been purchased.

A.43. Milestone Video Surveillance Equipment, Intentionally left blank - System or Service have not been purchased.

A.44. BES Mobile-Based Keyless Access Control System, Intentionally left blank - System or Service have not been purchased.

A.45. Sofrak Cloud Video Services, Intentionally left blank - System or Service have not been purchased.

A.46. Qolays Panel, Intentionally left blank - Panel have not been purchased.

A.47. GuardRFID, Intentionally left blank - Panel have not been purchased.

A.48. 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 Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:30 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/lumens dial or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

D. System Requirements, Miscellaneous. 1. Voids. 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, wireman, or other necessary, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, boring or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall be responsible for any expenses related to intrusion, mold, fungi, bacteria, water, rot, peeling, 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 hereunder 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 must 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 user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limitation data, software, or files (collectively "Data") prior to receiving the service or products.

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unaltered 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 individual 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 authorize 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; (d) using SMS, text, pre-recorded messages, or automated calling devices to deliver messages to confirm a service appointment and/or (e) 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, Indemnification (Sale of Access/Aids Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access/Aids Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1. Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences thereof that the Equipment or Services were intended to detect, deter, delay or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents, employees and employees harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents, suppliers and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of anti-stalking/harassment laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitation on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to detect, deter, delay, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls and its suppliers do not undertake and assume no liability for such risk by providing the Equipment and/or Services. If Johnson Controls and/or one (or more) of its suppliers is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences thereof which the Equipment and/or Services are intended to detect, deter, delay, avert or record, Johnson Controls' liability and the liability of its suppliers shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24 hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or system malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Customer acknowledges and agrees that timely payments of the full amounts billed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and shall give Johnson Controls, in addition to any other available remedies, the right to, without notice, (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under or terminate this Agreement and (b) to charge 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. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any of its rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to expansion of services for non-payment. In the event that there are extenuating circumstances requiring Services or Johnson Controls otherwise performs Services at the premises forming expansion, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls'

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 confinement 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. 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. 25.6 (a), 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.

as defined in 8 C.F.R. 25.2, when QATT have been deployed in response against, responses to, or recovery from adversarial threats.

1. 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 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 U.S. Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 62.219-5; 62.222-26; 62.222-35; 62.222-38; and 62.222-37. 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 non-compliance 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. 8. COVID-19 Vaccination. Johnson Controls expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Johnson Controls' personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 62.222-39 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Johnson Controls' personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Johnson Controls.

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 sublicense(s) 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 designated 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 control processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or malfunctionance 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 confidential 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; IRLH 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, adverse weather (including but not limited to hurricanes, tornadoes, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, tsunami 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 thereof, 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, cable breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or cause beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, interrupted, 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 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. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software tools and applications. Customer consents to the collection, transfer and ingestion and use of such data by Johnson Controls to enable Johnson Controls to provide, maintain, protect and improve the Digital Enabled Services and its 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 loss, or guarantee a certain level of performance. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and cloud-hosted software offerings and tools ("Software") to provide, improve and enable such services. Digital Enabled Services may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and system health reporting.

Implementation, deployment and Customer use of Software offered under this Agreement shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services that may be updated by Johnson Controls from time to time at <https://www.johnsoncontrols.com/terms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated in this Agreement by 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. Software 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 set forth in the applicable SOW, 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 SOW. 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 non-refundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Invoices are due upon receipt unless otherwise specified on the invoice. 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 data such excess use began.

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

O. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244. The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7958 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 126518; 1058473, 6130 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000198, 0030740118 Regulated by Arkansas Bd. of Private Investigations & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281488, 18267-0 CA 977248; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0165099-L5 DO ECS1327 FL EF20000863, EF20000341, EF0000478 GA LVA002833, LVA205386, LVA004636 HI CT-32427 RD PWC-C-12268-A-4, RCE-33602, EOD12834 IL 127001628, 128000247, 128000246, 128000243 LA 24889, F623, F489 MA 401-C, MI 3601206812, A-9352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Wincomb Avenue Madison Heights, MI 48071; MN T6851063 MS 15024088, 19350-SD NC 646-CSA, 28510-SP-FAALV, 19385-SP-FAALV, 27353-SP-FAALV, 19718-SP-FAALV, 24191-SP-FAALV, 22850-SP-FAALV 101 Industrial Drive, Ste 104 Raleigh, NC 27059, (919) 799-5320 NJ 348P00050200, P00451, 507013 NM 376283 NV 0077842, F470, F469, NY 12800327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-26-1050, 50-48-1032, 50-57-1116, 63-31-1582 OK A-C-57 OR CLE-322, 187010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC1710, ACC1711 TX B00536, 4200 Buckingham Road Ste 160, Ft. Worth, TX 76115 -- Dept of Public Safety, Private Security 5806 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390657-6501 VA 11-7567, 11-7576, 11-7581, 11-7573, 11-7589, 11-7578, 2705147765 WA JCHNSOS837N4, 10826 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 at www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser on the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 30 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0021-SOUTHERN NJ

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-7018J60

ADDITIONAL TERMS AND CONDITIONS

DATE: 6/12/2023

Johnson Controls Security Solutions LLC ("Johnson Controls")

Paul Faiella
7852 Browning Rd,
Pennsauken, NJ 08109-4042
Tele. No. (609) 894-5348

County of Gloucester
Attn: David Balco
2 B Broad Street
Woodbury, NJ 08096
Attn: David Balco
Tele. No.

Customer Premises Served
700 Cockery Ln, Ems 84-2,
Williamstown, NJ 08094
Attn:
Tele. No.

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

Terms and Conditions

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:

Paul Faiella
(Signature of Johnson Controls Sales Representative)

Sales Agent: Paul Faiella

Sales Representative Registration Number (if applicable):

CUSTOMER:

County of Gloucester

Accepted By:

(Signature of Customer's Authorized Representative)

Frank J. DiMarco

Commission Director

Title:

Date Signed:

6/21/23