

1 STATE OF GEORGIA  
2 COUNTY OF CHATHAM

3  
4 **CONTRACTOR/VENDOR AGREEMENT**  
5 **between**  
6 **SAVANNAH AIRPORT COMMISSION**  
7 **and**  
8 **JOHNSON CONTROLS, INC.**  
9

10 **THIS AGREEMENT**, made and entered into by and between the **SAVANNAH**  
11 **AIRPORT COMMISSION**, a public body corporate organized under the laws of the State of  
12 Georgia, hereinafter called "Commission," and **JOHNSON CONTROLS, INC.**, hereinafter  
13 called "Vendor."

14  
15 **W I T N E S S E T H:**  
16

17 **WHEREAS**, Vendor desires to provide to the Commission certain services for Access  
18 Control to 16 IT Rooms located at the Savannah/Hilton Head International Airport at 400  
19 Airways Avenue, Savannah, Georgia, hereinafter called "Premises";  
20

21 In consideration of the foregoing and of the mutual covenants and agreements herein  
22 contained, Commission and Vendor do hereby mutually undertake, promise and agree, each for  
23 itself and its successors and assigns, as follows:  
24

25 **1. TERM**

26 The initial term, hereinafter referred to as "Term," of the Agreement shall commence on  
27 January 1, 2021 and shall continue until December 31, 2025. Upon completion of the initial  
28 term, the Agreement will automatically renew on a year-to-year basis, unless either party gives  
29 the other forty (45) days written notice not to renew or change the renewal terms.  
30

31 **2. SCOPE OF WORK**

32 a. The services to be covered under this Contract Agreement will be as provided in  
33 Exhibit A, "Proposal," dated November 16, 2020, which is attached hereto and made a part  
34 hereof.

35 b. The terms and conditions of the services and equipment provided by Vendor are  
36 described in Exhibit A, which is attached hereto and made a part hereof.

37 c. For repairs or work outside of the scope of this contract, Vendor shall receive  
38 Commission approval prior to proceeding.

39 d. Unless otherwise authorized by the Commission, all work, service and repairs will  
40 be performed during normal working hours, which shall be defined as Monday through Friday,  
41 8:00 a.m. - 5:00 p.m. Only those holidays recognized by the Savannah Airport Commission will  
42 be considered as outside normal working hours.

43 e. Vendor shall provide adjustment and/or repair callback service during normal  
44 working hours.  
45  
46  
47

1 **3. FEES AND CHARGES**

2 In consideration of the services to be granted to Commission, the Vendor shall be entitled  
3 as compensation the following fees and charges for the initial term:

4 a. Fee for Vendor services and equipment is Forty-Five Thousand, Three Hundred  
5 Seventy-Five (\$45,375.00) Dollars, paid quarterly as Eleven Thousand, Three Hundred Forty-  
6 Three Dollars and 75/100 cents (\$11,343.75). Following the initial term, the compensation to be  
7 paid to the Vendor for remainder of the term, shall be as follows:

8

9 <b>Year 2</b>	01.01.22 – 12.31.22	<b>Annual \$47,188.00</b>	<b>Quarterly \$11,797.00</b>
10 <b>Year 3</b>	01.01.23 – 12.31.23	<b>Annual \$49,076.00</b>	<b>Quarterly \$12,269.00</b>
11 <b>Year 4</b>	01.01.24 – 12.31.24	<b>Annual \$51,040.00</b>	<b>Quarterly \$12,760.00</b>
12 <b>Year 5</b>	01.01.25 – 12.31.25	<b>Annual \$53,082.00</b>	<b>Quarterly \$13,270.50</b>

13

14 b. Invoices must be submitted to Commission addressed to:  
15 Savannah Airport Commission  
16 Accounts Payable  
17 400 Airways Avenue  
18 Savannah, Georgia 31408  
19

20 **4. INSURANCE AND INDEMNIFICATION**

21 a. With no intent to limit Vendor’s liability or the indemnification provisions set  
22 forth herein, Vendor shall procure and maintain during the term of this Agreement the following  
23 minimum limits:

24 (1) General Liability Insurance - no less than One Million (\$1,000,000)  
25 Dollars each occurrence, Combined Single Limit (“CSL”), bodily injury and property damage,  
26 including Employer’s non-ownership liability, patent infringement and intellectual property  
27 rights protection, and hired auto coverages as applicable, which shall not be subject to  
28 cancellation or change until after thirty (30) days written notice shall have been given to  
29 Commission, as well as:

30 (2) Comprehensive Automobile Liability Insurance - \$500,000 for all owned  
31 vehicles, non-ownership liability, and hired vehicles; \$5,000,000 for all vehicles operated on the  
32 Aircraft Operations Area (AOA).

33 (3) Umbrella - \$5,000,000 (covers all liability lines).

34 (4) Worker's Compensation in compliance with Georgia Statutory Limits,  
35 including an All States Endorsements.

36 b. Vendor must maintain on file in the Commission office during the term of this  
37 agreement an original signed copy of Vendor's Certificate of Insurance reflecting the above  
38 limits and naming the Mayor and Aldermen of the City of Savannah and the Savannah Airport  
39 Commission, its directors, officers, employees, and agents as additional insured, and shall be  
40 delivered to Commission by Vendor within ten (10) days of request by Commission.

41 c. Indemnification

42 Vendor shall protect, defend, and indemnify Commission and its officers, agents  
43 and employees from and against any and all liabilities, losses, suits, claims, judgments, fines or  
44 demands arising by reason of injury or death of any person, or damage to any property, including  
45 all reasonable costs for investigation and defense thereof (including but not limited to attorney  
46 fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this

1 Agreement and/or the use or occupancy of the Commission or the acts or omissions of Vendor's  
2 officers, agents, employees, Vendors, sub-Vendors, licensees, or invitees regardless of where the  
3 injury, death or damage may occur unless such injury, death or damage is caused by the sole  
4 negligence and the willful misconduct of the Commission or any of its officers, employees,  
5 Vendors or agents. The Commission shall give to Vendor reasonable notice of any such claims  
6 or actions. The Vendor shall also use counsel reasonably acceptable to Commission in carrying  
7 out its obligations hereunder. The provisions of this Section shall survive the expiration or early  
8 termination of this Agreement.

9 d. All insurance policies shall contain a standard cross-liability provision and shall  
10 stipulate that no insurance held by Commission will be called upon to contribute to a loss  
11 covered thereunder. Commission shall have no liability for any premiums charged for such  
12 coverage, and the inclusion of Commission as an additional insured is not intended to and shall  
13 not make Commission a partner or joint venturer with Vendor in Vendor's operations on the  
14 Premises. Such policies shall also insure Vendor against the risks to which it is exposed as the  
15 Vendor of the business authorized under this Agreement, shall be for full coverage and shall  
16 contain provisions on the part of the respective insurers waiving the right of such insurers to  
17 subrogation.

18  
19 **5. MISCELLANEOUS**

20 a. Personal Liability

21 No member of the Commission or employee of either party shall be charged  
22 personally or held contractually liable by or to the other party under any term or provision of this  
23 Agreement because of any breach thereof or because of its execution or attempted execution.

24 b. Non-Waiver of Rights

25 No waiver or default by the Commission of any of the terms, conditions,  
26 covenants, or agreements hereof to be performed, kept, or observed by the Vendor shall be  
27 construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions,  
28 and agreements, herein contained to be performed, kept, or observed by the Vendor, and  
29 Commission shall not be restricted from later enforcing any of the terms and conditions of this  
30 Agreement.

31 c. Governing Law

32 This Agreement shall be deemed to be made in and construed in accordance with  
33 the laws of the State of Georgia and that venue of any action brought hereunder shall be exclusively  
34 in the County of Chatham.

35 d. Permits, Licenses, Miscellaneous Fees

36 The Vendor shall pay all expenses in connection with the performance of this  
37 service and maintenance agreement herein and the rights and privileges herein granted, including  
38 without limitation by reason of enumeration, taxes, including ad valorem taxes, permit fees,  
39 license fees, and assessments lawfully levied or assessed and that Vendor will secure all such  
40 permits and licenses. Failure to pay said taxes and/or fees shall be considered an event of default  
41 under the term of this agreement.

42 e. Binding Agreement

43 The terms of this agreement are the exclusive and binding agreement between the  
44 parties hereto covering the services set out herein. No change, modification or revision of this  
45 agreement shall be valid unless agreed in writing and signed by both parties. Each party  
46 acknowledges participation in the negotiations and drafting of this Agreement and any

1 modifications thereto, and that, accordingly, this Agreement will not be construed more  
2 stringently against one party than against the other.

3  
4 f. Order of Precedence

5 If attachments are included in this Agreement and in the event of any  
6 inconsistency between the attachments and the terms of this Agreement, the inconsistency will  
7 be resolved by giving preference in the following order:

- 8 A. This Agreement
- 9 B. The attachments

10 g. Default

11 This Agreement may be terminated by either party with seven (7) days' written  
12 notice in the event of substantial failure to perform in accordance with the terms hereof, or for  
13 any reason or no reason. The Vendor shall be paid for work completed to the date of  
14 termination.

15  
16 **IN WITNESS WHEREOF**, said parties have caused these presents to be duly  
17 executed by their proper officers thereunto authorized, and corporate seals affixed this \_\_\_\_ day  
18 of \_\_\_\_\_, 2020.

19  
20 ATTEST:

**SAVANNAH AIRPORT COMMISSION**

21  
22 \_\_\_\_\_  
23 Notary Public

BY: \_\_\_\_\_  
GREGORY B. KELLY  
Executive Director

24  
25 My commission expires: \_\_\_\_\_

26  
27 {SEAL}

28  
29  
30 ATTEST:

**JOHNSON CONTROLS, INC.**

31  
32 \_\_\_\_\_  
33 Corporate Secretary or Notary Public

BY: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name and Title)

34  
35 {SEAL}

# Planned Service Proposal



<b>CUSTOMER</b> SAVANNAH AIRPORT COMMISSION (INC)
<b>LOCAL JOHNSON CONTROLS OFFICE</b> 2305 LOUISVILLE RD SAVANNAH, GA 31415
<b>AGREEMENT START DATE:</b> 01/01/2021
<b>PROPOSAL DATE:</b> 11/16/2020
<b>ESTIMATE NO.:</b> 1-18SFG66D



## Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.



## Executive Summary

### PLANNED SERVICE PROPOSAL FOR SAVANNAH AIRPORT COMMISSION (INC)

Dear Monte,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 5 Years starting 01/01/2021 and ending 12/31/2025.
- The agreement price for first year is \$45,375.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Philip Jablonski  
Service Manager  
(866) 818-5463

## Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



- 1. Identify Energy Savings Opportunities**  
Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.
- 2. Reduce Future Repair Costs**  
Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.
- 3. Extend Asset Life**  
Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.
- 4. Ensure Productive Environments**  
Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished
- 5. Promote Environmental Health and Safety**  
When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

## Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

## A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.



## Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

## Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

## The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, *Corporate Responsibility Magazine* recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.





## Service Plan Methodology

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

### Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

### Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

### Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

### Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

## Summary of Services and Options

### Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

## Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

We'll be your building technology services partner

### Planned Service Agreement

Customer Name : SAVANNAH AIRPORT COMMISSION (INC)  
Address: 400 AIRWAYS AVE SAVANNAH,GA 31408-8000  
Proposal Date: 11/16/2020  
Estimate #: 1-18SFG66D

### Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

### Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

### Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

### Term / Automatic Renewal

This Agreement takes effect on 01/01/2021 and will continue until 12/31/2025 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

### Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

**Price and Payment Terms**

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$45375.00. This amount will be paid to JCI in Quarterly installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

SAVANNAH AIRPORT COMMISSION  
 400 AIRWAYS AVE  
 ATTN: ACCOUNTS PAYABLE  
 SAVANNAH,GA 31408

In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: \_\_\_\_\_

**This proposal is valid for thirty days from the proposal date.**

**JOHNSON CONTROLS Inc.**

By: Philip Jablonski	By: Gregory B. Kelly
Signature:	Signature:
Title: Service Manager	Title: Executive Director
Date:	Date: 12.2.2020
Signature:	Customer PO#: N/A
Title:	Date:

JCI Branch: JOHNSON CONTROLS CHARLESTON SC CB - 0N94  
 Address: 2305 LOUISVILLE RD  
SAVANNAH, GA 31415  
 Branch Phone: (866) 818-5463  
 Branch Email: \_\_\_\_\_

**Schedule A - Equipment List**

<b>SAVANNAH AIRPORT NEW TERM</b>	<b>400 AIRWAYS AVE SAVANNAH, GA 31408-8000</b>
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<b>Access Control System, Power Supply, 6 Amp</b>			
Quantity: 15	<b>Services Provided</b>		
Coverage Level: Premium 24x7	1	Comprehensive	
<b><u>Customer Tag</u></b>	<b><u>Manufacturer</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
F&S Group Asset, 6amp Power Supply	Write-In		SF-4PCF7454-12-8
F&S Group Asset, 6amp Power Supply	Write-In		SF-4PCF7454-12-4
F&S Group Asset, 6amp Power Supply	Write-In		SF-4PCF7454-12-15
F&S Group Asset, 6amp Power Supply	Write-In		SF-4PCF7454-12-12

<b>Access Control System, Reader, Fingerprint/Smartcard</b>			
Quantity: 112	<b>Services Provided</b>		
Coverage Level: Premium 24x7	1	Comprehensive	
<b><u>Customer Tag</u></b>	<b><u>Manufacturer</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
F&S Group Asset, Fingerprint/Smartcard readers	Write-In		SF-4PCF7454-13-58
F&S Group Asset, Fingerprint/Smartcard readers	Write-In		SF-4PCF7454-13-44
F&S Group Asset, Fingerprint/Smartcard readers	Write-In		SF-4PCF7454-13-30
F&S Group Asset, Fingerprint/Smartcard readers	Write-In		SF-4PCF7454-13-15

<b>Access Control System, Reader, Smart Card (Contact)</b>			
Quantity: 5	<b>Services Provided</b>		
Coverage Level: Premium 24x7	1	Comprehensive	
<b><u>Customer Tag</u></b>	<b><u>Manufacturer</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
F&S Group Asset, Smart Card reader contact	Write-In		SF-4PCF7454-14-2

<b>Access Control System, Lock, Magnetic</b>			
Quantity: 41	<b>Services Provided</b>		
Coverage Level: Premium 24x7	1	Comprehensive	
<b><u>Customer Tag</u></b>	<b><u>Manufacturer</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
F&S Group Asset, Magnetic Lock	Write-In		SF-4PCF7454-15-8
F&S Group Asset, Magnetic Lock	Write-In		SF-4PCF7454-15-4
F&S Group Asset, Magnetic Lock	Write-In		SF-4PCF7454-15-15
F&S Group Asset, Magnetic Lock	Write-In		SF-4PCF7454-15-12

<b>SAVANNAH AIRPORT NEW TERM</b>	<b>400 AIRWAYS AVE SAVANNAH, GA 31408-8000</b>
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**Access Control System, Request to Exit, Passive Infrared**

Quantity: 56  
 Coverage Level: Premium 24x7

**Services Provided**  
 1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
F&S Group Asset, Passive Infrared Request to Exit	Write-In		SF-4PCF7454-16-8
F&S Group Asset, Passive Infrared Request to Exit	Write-In		SF-4PCF7454-16-4
F&S Group Asset, Passive Infrared Request to Exit	Write-In		SF-4PCF7454-16-15
F&S Group Asset, Passive Infrared Request to Exit	Write-In		SF-4PCF7454-16-12

**Access Control System, Server (Hardware Not Covered)**

Quantity: 2  
 Coverage Level: Premium 24x7

**Services Provided**  
 1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
F&S Access Control Server Hardware not covered	Write-In		SF-4PCF7454-2-2

**Access Control System, Server**

Quantity: 5  
 Coverage Level: Premium 24x7

**Services Provided**  
 1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
F&S Access Control Server	Write-In		SF-4PCF7454-3-5

**Access Control System, Workstation, Enrollment Station Reader**

Quantity: 1  
 Coverage Level: Premium 24x7

**Services Provided**  
 1 Comprehensive

<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
F&S Access Control Enrollment Station reader Works	Write-In		SF-4PCF7454-4-1

**Access Control System, Workstation, Badging (Hardware Not Covered)**

Quantity: 1  
**Services Provided**

**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL**  
 PREPARED FOR SAVANNAH AIRPORT COMMISSION (INC)

<b>SAVANNAH AIRPORT NEW TERM</b>	<b>400 AIRWAYS AVE SAVANNAH, GA 31408-8000</b>
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Coverage Level: Premium 24x7	1 Comprehensive
<b><u>Customer Tag</u></b> F&S Access Control Badging Workstation	<b><u>Manufacturer</u></b> Write-In
	<b><u>Model #</u></b>
	<b><u>Serial #</u></b> SF-4PCF7454-5-1

**Access Control System, Workstation, Doubled Sided Card Printer w/ Encoder**

Quantity: 1	<b>Services Provided</b>
Coverage Level: Premium 24x7	1 Comprehensive
<b><u>Customer Tag</u></b> F&S Access Control Doublesided Card printer	<b><u>Manufacturer</u></b> Write-In
	<b><u>Model #</u></b>
	<b><u>Serial #</u></b> SF-4PCF7454-6-1

**Access Control System, Control Panel, CPU**

Quantity: 14	<b>Services Provided</b>
Coverage Level: Premium 24x7	1 Comprehensive
<b><u>Customer Tag</u></b> S&F Group Asset, Access Control Panel	<b><u>Manufacturer</u></b> Write-In
S&F Group Asset, Access Control Panel	Write-In
S&F Group Asset, Access Control Panel	Write-In
S&F Group Asset, Access Control Panel	Write-In
	<b><u>Model #</u></b>
	<b><u>Serial #</u></b> SF-4PCF7454-7-6
	SF-4PCF7454-7-3
	SF-4PCF7454-7-14
	SF-4PCF7454-7-10

**Access Control System, Control Panel, Two Reader Interface Module**

Quantity: 32	<b>Services Provided</b>
Coverage Level: Premium 24x7	1 Comprehensive
<b><u>Customer Tag</u></b> F&S Group Asset, Two Reader Interface Module	<b><u>Manufacturer</u></b> Write-In
F&S Group Asset, Two Reader Interface Module	Write-In
F&S Group Asset, Two Reader Interface Module	Write-In
F&S Group Asset, Two Reader Interface Module	Write-In
F&S Group Asset, Two Reader Interface Module	Write-In
	<b><u>Model #</u></b>
	<b><u>Serial #</u></b> SF-4PCF7454-8-8
	SF-4PCF7454-8-32
	SF-4PCF7454-8-24
	SF-4PCF7454-8-16

**Access Control System, Control Panel, Input/Output Module**

Quantity: 7	<b>Services Provided</b>
Coverage Level: Premium 24x7	1 Comprehensive
<b><u>Customer Tag</u></b> F&S Group Asset, Input/Output Module	<b><u>Manufacturer</u></b> Write-In
	<b><u>Model #</u></b>
	<b><u>Serial #</u></b> SF-4PCF7454-9-7



**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL**  
 PREPARED FOR SAVANNAH AIRPORT COMMISSION (INC)

<b>SAVANNAH AIRPORT NEW TERM</b>	<b>400 AIRWAYS AVE SAVANNAH, GA 31408-8000</b>
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<b>Fire Alarm System, Battery, 7AH (Replace every 3 years)</b>			
Quantity: 61	<b>Services Provided</b>		
Coverage Level: Premium 24x7	1	Comprehensive	
<b><u>Customer Tag</u></b>	<b><u>Manufacturer</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
F&S Group Asset 7AH Batteries	Write-In		SF-4PCF7454-11-61
F&S Group Asset 7AH Batteries	Write-In		SF-4PCF7454-11-45
F&S Group Asset 7AH Batteries	Write-In		SF-4PCF7454-11-30

<b>Contractor - Security</b>			
Quantity: 1	<b>Services Provided</b>		
Coverage Level: Basic	1	Contractor - Security	
<b><u>Customer Tag</u></b>	<b><u>Manufacturer</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
	Write-In		SF-4PCF7454-19-1

<b>Contractor - Security</b>			
Quantity: 1	<b>Services Provided</b>		
Coverage Level: Basic	1	Contractor - Security	
<b><u>Customer Tag</u></b>	<b><u>Manufacturer</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
Security - lift	Write-In		SF-4PCF7454-33-1

<b>Contractor - Security</b>			
Quantity: 1	<b>Services Provided</b>		
Coverage Level: Basic	1	Contractor - Security	
<b><u>Customer Tag</u></b>	<b><u>Manufacturer</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
Security, Access Control , Stratus (170-3c139b-000)	Write-In		SF-4PCF7454-1-1

<b>Access Control System, Control Panel, Firmware Upgrade</b>			
Quantity: 1	<b>Services Provided</b>		
Coverage Level: Basic	1	Preventive Maintenance	
<b><u>Customer Tag</u></b>	<b><u>Manufacturer</u></b>	<b><u>Model #</u></b>	<b><u>Serial #</u></b>
Access Control System, Control Panel,	Write-In		SF-4PCF7454-10-1

**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL**  
PREPARED FOR SAVANNAH AIRPORT COMMISSION (INC)

<b>SAVANNAH AIRPORT NEW TERM</b>	<b>400 AIRWAYS AVE SAVANNAH, GA 31408-8000</b>
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Firmware Upg

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## Equipment Tasking

### **Access Control System, Control Panel, CPU**

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check overall condition of unit
- Check LEDs for proper power and status indications
- Verify bidirectional communications
- Visually check connections
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

### **Access Control System, Control Panel, Firmware Upgrade**

Preventive Maintenance

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Perform backup of configuration (if applicable)
- Perform firmware update procedures
- Log firmware version
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

### **Access Control System, Control Panel, Input/Output Module**

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check overall condition of unit
- Visually check transmit and receive LED's
- Visually check connections
- Calibrate supervised alarm inputs, check resistance if required
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to

appropriate customer representative

**Access Control System, Control Panel, Two Reader Interface Module**

Comprehensive

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check overall condition of unit  
Visually check transmit and receive LED's  
Visually check components  
Check input/output voltages  
Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to appropriate customer representative

**Access Control System, Lock, Magnetic**

Comprehensive

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check overall condition of unit  
Inspect mounting points for secureness, tighten as required  
Visually inspect door for alignment  
Check for engagement of lock, adjust plate as necessary  
Verify fail safe/fail secure mode operation  
Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to appropriate customer representative

**Access Control System, Power Supply, 6 Amp**

Comprehensive

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check overall condition of unit  
Check voltage  
Check standby operation  
Check battery charge function (following standby operation check)  
Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to

appropriate customer representative

**Access Control System, Reader, Fingerprint/Smartcard**

Comprehensive

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check overall condition of unit  
Check and verify authentication operation  
Check LED's/lamps  
Check for proper LED/LCD indications  
Inspect mounting points for secureness, tighten as required  
Clean as needed  
Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to appropriate customer representative

**Access Control System, Reader, Smart Card (Contact)**

Comprehensive

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check overall condition of unit  
Check and verify authentication operation  
Check LED's/lamps  
Inspect mounting points for secureness, tighten as required  
Clean as needed  
Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to appropriate customer representative

**Access Control System, Request to Exit, Passive Infrared**

Comprehensive

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check overall condition of unit  
Inspect mounting points for secureness, tighten as required  
Verify operation and perform required adjustments  
Remove and dispose any debris from any maintenance activity

Document tasks performed during visit and report any observations to appropriate customer representative

**Access Control System, Server**

Comprehensive

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check overall condition of unit  
Visually check connections  
Verify all required system software components are active/running  
Backup database  
Verify customer's backup procedure  
Check system log for errors (Services, Security, System Patches)  
Verify customer's virus scan procedure  
Check for unexplained system errors (Use Windows Event Viewer)  
Log software version and hardware configuration  
Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to appropriate customer representative

**Access Control System, Server (Hardware Not Covered)**

Comprehensive

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check overall condition of unit  
Visually check connections  
Verify all required system software components are active/running  
Backup database  
Verify customer's backup procedure  
Check system log for errors (Services, Security, System Patches)  
Verify customer's virus scan procedure  
Check for unexplained system errors (Use Windows Event Viewer)  
Log software version and hardware configuration  
Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to appropriate customer representative

**Access Control System, Workstation, Badging (Hardware Not Covered)**

Comprehensive

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work

- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check overall condition of unit
- Scan hard drive for errors
- Verify customer's virus scan procedure
- Check fans for proper operation
- Clean inside computer
- Clean keyboard/mouse/monitor
- Visually check connections
- Verify all required system software components are active/running
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

**Access Control System, Workstation, Doubled Sided Card Printer w/ Encoder**

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check overall condition of unit
- Test print functions
- Clean printer
- Review cleaning procedures with customer
- Check customer's print supply inventory
- Check for wear
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

**Access Control System, Workstation, Enrollment Station Reader**

Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check overall condition of unit
- Check and verify authentication operation
- Check read/range operation
- Check LED's/lamps
- Check for proper LED/LCD indications
- Inspect mounting points for secureness, tighten as required
- Clean as needed
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

**Fire Alarm System, Battery, 7AH (Replace every 3 years)**

Comprehensive

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check overall condition of unit  
Perform battery load test (not required in battery replacement year)  
Replace battery (frequency every 3 years or as specified in contract scope)  
Mark new battery with month/year installed  
Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to appropriate customer representative



**Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)**

<b>Year</b>	<b>Total Annual Dollar Amount</b>	<b>Payment Frequency</b>
Year1	\$45,375.00	Quarterly
Year2	\$47,188.00	Quarterly
Year3	\$49,076.00	Quarterly
Year4	\$51,040.00	Quarterly
Year5	\$53,082.00	Quarterly

**Special Additions and Exceptions**

**TERMS AND CONDITIONS**  
**DEFINITIONS**

**CONNECTED EQUIPMENT SERVICES** means a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on such equipment's health, performance or potential malfunction.

**CONTRACT PRICE** means the price that Customer shall pay to JCI for the Services.

**COVERED EQUIPMENT** means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

**EQUIPMENT FAILURE** means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

**PREMISES** means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

**REMOTE MONITORING SERVICES** means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

**REMOTE OPERATIONS CENTER (ROC)** is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

**REMOTE OPERATING SERVICES** means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

**REPAIR LABOR** is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

**REPAIR MATERIALS** are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

**SCHEDULED SERVICE MATERIALS** are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

**SCHEDULED SERVICE VISITS** are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

**SERVICES** are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

**A. JCI'S SERVICES FOR COVERED EQUIPMENT**

**1. BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

**2. PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

**3. EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

**4. JCI CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. **If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports,

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remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. **Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.**

**5. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES.** If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

**6. CUSTOMER SERVICE INFORMATION PORTAL.** Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

## B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

## C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
  - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
  - equipment not covered by this Agreement or attachments made to Covered Equipment;
  - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
  - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
  - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
  - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;

# JOHNSON CONTROLS PLANNED SERVICE PROPOSAL PREPARED FOR SAVANNAH AIRPORT COMMISSION (INC)

- issues or failures not specifically covered by this Agreement; or
- occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

## D. PAYMENT TERMS; PRICE ADJUSTMENTS

Fees and other amounts due hereunder are due upon receipt of the invoice and shall be paid by Customer within thirty (30) days. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Failure by Customer to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) to stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend any software licenses provided hereunder and/or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one-half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. In issuing any purchase order related to this Agreement, and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

## E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. If JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty, if any, to Customer and such warranty remedies are exclusive for that equipment. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI 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.

## F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

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- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done; and
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof.
- (15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI 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.
- (16) 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.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

### G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. **THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT.** Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

### H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and J below.

### I. LIMITATION OF LIABILITY

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS**

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## J. FORCE MAJEURE

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

## K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

## L. TERMINATION

1. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
2. If either party fails to perform any of its obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
3. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
4. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.
5. If the Agreement is for a multi-year term, either party may terminate the Agreement after the first full year of Services by giving the other party no less than forty-five (45) days written notice; provided, however, that if Customer has ordered PREMIUM COVERAGE, Customer may terminate the Agreement only upon JCI's written consent.

## M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM").

Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.



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JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services (“JCI Hazardous Materials”) and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities (“Non-JCI Hazardous Materials”), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI’s performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI’s Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI’s performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

## **N. CUSTOMER DATA**

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer’s consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

## **O. JCI’S INTELLECTUAL PROPERTY**

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto (“Deliverables”), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed “works made for hire.” Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, “Know-How” means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

## **P. SOFTWARE AND DIGITAL SERVICES**

Use, implementation, and deployment of the software and hosted software products (“Software”) offered under these terms shall be subject to, and governed by, JCI’s standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the “Software Terms”). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

## **Q. MISCELLANEOUS PROVISIONS**

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement may not be assigned by Customer without JCI’s prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer’s consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer’s internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer’s purchase order will have any force or effect and these terms and conditions shall control. Customer’s acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer’s purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.



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7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

8. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**ADDENDUM TO PSA TERMS AND CONDITIONS FOR  
MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS**

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

**1. Remote Monitoring of Alarm Signals.** If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

**2. Remote Monitoring Services Pricing.** Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

**3. Communications Media.** Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

**4. False/Unnecessary Alarms; Service Calls.** At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

**5. Remote Monitoring of Video Monitoring Services.** During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. . No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

**a. Inception and conclusion of service.** Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

**b. Customer Equipment.** Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

**c. System Location.** The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or

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capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

**d. Images.** Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

**e. Video System Signals.** When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

**f. Recordings.** Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

**6. Risk of Loss is Customer's.** JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

**7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF**

**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL**  
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THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

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