

**Monon Town and Township Public Library
Board of Trustees
Meeting Agenda // June 13, 2022, 4PM EST**

1. Call to Order
2. Approval of May 9 Board Meeting Minutes
3. Claims/Payroll for May 2022/Treasurer's Report
4. Librarian's Report – Items for Discussion/Action:
 - a. Fire Alarm Panel Monitoring
 - b. Microsoft Office Licensing

5. Personnel Report
 - a. Diana Lopez-Sandoval – last day May 23, 2022
 - b. Edith Montoya – first day May 16, 2022
 - c. Grace Selagy – first day May 31, 2022
6. Old Business
 - a. None

7. New Business
 - a. None

8. Adjournment

The next meeting is Monday, July 11, 2022 at 4PM. Austin will prepare a 2023 budget draft for discussion.

**Monon Town and Township Public Library Board of Trustees Meeting
Monday, May 9, 2022, 4PM**

Present: Austin Stroud, Michele Buswell, Clark Raver, Julie Hart, Lexi Reagan

Absent: Desi Kyle, Jennifer Annis, Rosemary Cooley

Call to Order: Called to order by Clark Raver at 4PM.

Minutes - Julie Hart made a motion to approve the April 11 meeting minutes and Lexi Reagan seconded. All were in favor, and the motion passed.

Finances/Treasurer's Report - Michele Buswell made the motion to accept the financial reports and sign the claim register. Julie Hart seconded the motion. All were in favor. The motion passed.

Librarian's report -The repairs to the elevator were completed.

We received the Community Foundation of White County grant, and have dropped off the 2004-2021 News & Review newspapers for bounding. We should be able to pick those up soon.

Austin submitted the final application for the Indiana Historical Society grant with the Monon Civic Preservation Society (MCPS). They had us make some corrections to our submission, so we aren't all that optimistic on getting that fully funded for the microfilm reader and microfilmed newspapers. If it doesn't work out, if we have money left later in the year to give out of LIRF or Rainy Day, Austin thinks we should just go ahead and do it.

The ESL class continues to grow. Marissa is working on her certification. They had 13 this past week. She has a volunteer instructor from the county literacy group housed at the Monticello library. We're hoping that she'll eventually fully take over this group, and we will host them at the library to watch her instruction via Zoom. It will take too much staff time for us to continue to put together full lessons every week, but the need is there for this to continue.

Austin is looking at options for upgrading the public computers. We at least plan to upgrade the adult/upstairs computers. We're exploring possible other options for the children's area since those computers haven't been used since before the pandemic. Austin was hoping for approval to spend up to \$5,000 or so out of LIRF or Rainy Day for computer upgrades as well as possibly adding some more hotspots. They've become so popular that we don't have many on hand at any given moment. Julie Hart made a

motion to approve spending up to \$5k out of LIRF or Rainy Day and Lexi Reagan seconded. All present were in favor, and the motion passed.

Austin also would like to start a discussion about increasing our starting wages to be more competitive with other employers. This would help us in hiring help in a quicker manner. Many retail and fast food locations are paying \$10-\$15 starting out, and Austin thinks we should start out at least at \$10 across the board. To be fair, this would require adjustments to everyone's salaries. Our starting salaries are much lower than places around us like the gas stations, Family Dollar, the Monticello Library, and similar. Lexi Reagan made a motion to go with Austin's revised salary schedules for 2022 to bump everyone up 3% effective June 1 (June 15 pay will be the first) and Austin will work on it more for 2023, and Julie Hart seconded. All present were in favor and the motion passed.

From Barbara:

Our Outreach Reading program at the North White Elementary school was a huge success! 500 students listened to stories from the library during the month of April. The total number of students listening to stories was 1075 for the two months of the Outreach program. On the last day of this program the new Book Bike was ridden to the Monon Elementary School. Mrs. Anderson's Kindergarten class was looking forward to seeing the bike. They were all given their choice of a paperback book from the Book Bike.

Summer Reading will be from June 9 – July 14 for K-5th grade 3:00 pm – 4:00 pm & Preschoolers 11:00am-11:30 am. Beyond Summer Reading for 5th Grade and up will meet on Tuesday's June 14 – July 12 from 2:00pm – 3:00 pm.

Personnel Report - Austin met with former employee Edith Montoya. She is interested in coming back to the library, and she would be able to help us multiple days/week with her current full-time work schedule. Austin also met with Grace Selagy who is looking for a place to work just for this summer. We have projects we can use her for to fill her time.

Old Business - None

New Business - None

Michele Buswell made a motion to adjourn the meeting at 5:11PM and Julie Hart seconded. All present were in favor, and the motion passed. The next meeting: Monday, June 13, at 4PM.

Clark Raver, President

Michele Buswell, Acting Secretary

Register Of Claims
Monon Town & Township Public Library

Report Date: From 5/1/22 To 5/31/22

Warrant Number	Claim Number	Name of Claimant	Fund	Account	Amount	Date	Explanation
0	140	Internal Revenue Service	Operating	Employee Benefits	\$812.48	5/31/22	Federal Tax Deposit
			Operating	Employee Benefits	\$190.03		
			FEDERAL	Payroll Withholding	\$1,000.08		
			FICA	Payroll Withholding	\$812.48		
			MEDICARE	Payroll Withholding	\$190.03		
				Total this claim	\$3,005.10		
0	120	PERF	Operating	Employee Benefits	\$764.88	5/15/22	PERF Deposit
			PERF	Payroll Withholding	\$0.00		
				Total this claim	\$764.88		
0	150	Alliance Bank	Operating	Other Services and Charges	\$11.80	5/31/22	Direct Deposit Charge
				Total this claim	\$11.80		
0	137	PERF	Operating	Employee Benefits	\$802.73	5/31/22	PERF Deposit
			PERF	Payroll Withholding	\$0.00		
				Total this claim	\$802.73		
0	138	Payroll	Operating	Salary of Librarian	\$1,931.25	5/31/22	PAYROLL
			Operating	Salary of Assistants	\$4,894.00		
				Total this claim	\$6,825.25		
0	139	Indiana Dept. of Revenue	STATE	Payroll Withholding	\$445.79	5/31/22	State and County Tax Deposit
			COUNTY	Payroll Withholding	\$271.74		
				Total this claim	\$717.53		
0	135	VOID	Other	Other	\$0.00	5/15/22	VOID
				Total this claim	\$0.00		
0	121	Payroll	Operating	Salary of Librarian	\$1,931.25	5/15/22	PAYROLL
			Operating	Salary of Assistants	\$4,348.17		
				Total this claim	\$6,279.42		

<i>Warrant Number</i>	<i>Claim Number</i>	<i>Name of Claimant</i>	<i>Fund</i>	<i>Account</i>	<i>Amount</i>	<i>Date</i>	<i>Explanation</i>
23334	122	Anthem Blue Cross Blue Shield	Operating	Employee Benefits	\$2,699.31	5/15/22	
				Total this claim	<u>\$2,699.31</u>		
23335	123	ARAB TERMITES & PEST CONT	Operating	Other Services and Charges	\$57.00	5/15/22	
				Total this claim	<u>\$57.00</u>		
23336	124	Baker & Taylor	Operating	Books	\$203.43	5/15/22	
				Total this claim	<u>\$203.43</u>		
23337	125	Cardinal Office Products	Operating	Other Services and Charges	\$95.00	5/15/22	copier lease
				Total this claim	<u>\$95.00</u>		
23338	126	ENA Services LLC	State Technology Fund	Other	\$1,895.92	5/15/22	
				Total this claim	<u>\$1,895.92</u>		
23339	127	Indiana State Library/ Info Expre	Operating	Other Services and Charges	\$1,046.00	5/15/22	
				Total this claim	<u>\$1,046.00</u>		
23340	128	Laura E. Burcham	Operating	Salary of Custodian	\$150.00	5/15/22	
				Total this claim	<u>\$150.00</u>		
23341	129	Marissa Hook	Operating	Communication and Transportati	\$83.02	5/15/22	Milage for Binding of newspapers inding Newspapers
				Total this claim	<u>\$83.02</u>		
23342	130	Midwest Tape	Operating	Nonprint Materials	\$62.47	5/15/22	
				Total this claim	<u>\$62.47</u>		
23343	131	Monon Telephone Co.	Operating	Communication and Transportati	\$167.42	5/15/22	
				Total this claim	<u>\$167.42</u>		
23344	132	Monon Utilities	Operating	Utility Services	\$89.15	5/15/22	
				Total this claim	<u>\$89.15</u>		
23345	133	NIPSCO	Operating	Utility Services	\$1,146.60	5/15/22	
				Total this claim	<u>\$1,146.60</u>		

<i>Warrant Number</i>	<i>Claim Number</i>	<i>Name of Claimant</i>	<i>Fund</i>	<i>Account</i>	<i>Amount</i>	<i>Date</i>	<i>Explanation</i>
23346	134	TK Elevator Corporation	Operating	Repairs and Maintenance	\$843.39	5/15/22	
				Total this claim	<u>\$843.39</u>		
23347	136	Petty Cash	Operating	Communication and Transportati	\$10.10	5/15/22	
				Total this claim	<u>\$10.10</u>		
23349	141	Baker & Taylor	Operating	Books	\$987.23	5/31/22	
				Total this claim	<u>\$987.23</u>		
23350	142	Brodart Co.	Operating	Furniture and Equipment	\$0.26	5/31/22	ARPA Grant DVD Cases
			ARPA Grant Fund	Furniture and Equipment	\$963.24		
				Total this claim	<u>\$963.50</u>		
23351	143	Cardinal Office Products	Operating	Other Services and Charges	\$95.00	5/31/22	RICOH Color copier
				Total this claim	<u>\$95.00</u>		
23352	144	Chicago Distribution Center	Operating	Library Supplies	\$26.41	5/31/22	Caldecott Stickers
				Total this claim	<u>\$26.41</u>		
23353	145	Indiana State Library	Evergreen Indiana Pass	Other	\$210.37	5/31/22	#EG2022Q11670
				Total this claim	<u>\$210.37</u>		
23354	146	Laura E. Burcham	Operating	Salary of Custodian	\$150.00	5/31/22	May16-May 312022
				Total this claim	<u>\$150.00</u>		
23355	147	SYNCB/AMAZON	Operating	Furniture and Equipment	\$286.06	5/31/22	
			Operating	Books	\$44.97		
			Operating	Cleaning and Sanitation Supplie	\$29.94		
			Operating	Nonprint Materials	\$39.99		
			Operating	Library Supplies	\$66.57		
			Memorial/Gift Fund	Gift Fund	\$15.99		
				Total this claim	<u>\$483.52</u>		

Warrant Claim

Warrant Number	Number	Name of Claimant	Fund	Account	Amount	Date	Explanation
23356	148	VISA	Operating	Other Services and Charges	\$85.00	5/31/22	
			Operating	Library Supplies	\$14.10		
			Memorial/Gift Fund	Gift Fund	\$125.40		
			Annie Horton Advisory	Furniture and Equipment	\$587.00		
				Total this claim	\$811.50		
23357	149	Indiana State Library	Evergreen Indiana Pass	Other	\$1.00	5/31/22	EG2021Q41670
				Total this claim	\$1.00		

Total Amount of Claims \$30,684.05

I hereby certify that each of the above listed vouchers and the invoices, or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Wednesday, June 1, 2022

Fiscal Officer

ALLOWANCE OF VOUCHERS

(IC 5-11-10-2 permits the governing body to sign the Accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing)

We have examined the vouchers listed on the forgoing accounts payable voucher register, consisting of pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total amount of

Date this 13th day of June, 2022.

SIGNATURES OF GOVERNING BOARD

Approved by the State Board Of Accounts for Monon Town & Township Public Library on 1/1/98.

Bank Balances

Date Printed: 6/1/22

Monon Town & Township Public Library

Report Dates = 5/1/22 to 5/31/22

<i>Bank</i>	<i>Start of Year</i>	<i>Start of Month</i>	<i>Receipts this Month</i>	<i>Vouchers thisMonth</i>	<i>EOM Balance</i>
1 Alliance Bank 008-092-6	\$259,937.25	\$81,176.43	\$39,058.82	\$30,684.05	\$89,551.20
2 Alliance Bank 93548	\$267,153.66	\$317,378.43	\$97.82	\$0.00	\$317,476.25
3 Alliance Bank 93556	\$135,020.32	\$186,162.71	\$70.81	\$0.00	\$186,233.52
4 Alliance Bank 1000	\$460,000.00	\$460,000.00	\$0.00	\$0.00	\$460,000.00
Total all banks =	\$1,122,111.23	\$1,044,717.57	\$39,227.45	\$30,684.05	\$1,053,260.97

Approved by the State Board Of Accounts for Monon Town & Township Public Library on 1/1/98.

Financial Report
Monon Town & Township Public Library

Report Dates = 5/1/22 to 5/31/22

<i>Fund</i>	<i>Start of year</i>	<i>Disbursements this month</i>	<i>Disbursements YTD</i>	<i>Receipts this month</i>	<i>Receipts YTD</i>	<i>Balance</i>
1. General						
100 Operating	\$470,173.48	\$24,165.01	\$226,355.40	\$22,258.56	\$73,127.42	\$316,945.50
Subtotal	\$470,173.48	\$24,165.01	\$226,355.40	\$22,258.56	\$73,127.42	\$316,945.50
2. Special Revenue						
200 Memorial/Gift Fund	\$7,255.55	\$141.39	\$1,799.84	\$0.84	\$549.14	\$6,004.85
201 Rainy Day Fund	\$370,277.75	\$0.00	\$0.00	\$92.98	\$50,297.79	\$420,575.54
203 Levy Excess Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
226 State Technology Fund Grant Fund	\$0.00	\$1,895.92	\$2,955.16	\$0.00	\$3,696.54	\$741.38
276 Annie Horton Advisory Grant Fund	\$1,029.99	\$587.00	\$696.25	\$0.00	\$0.00	\$333.74
277 Indiana Humanities Grant Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
278 CARES Grant Fund	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00
279 ARPA Grant Fund	(\$5,632.63)	\$963.24	\$5,740.71	\$10,410.10	\$10,410.10	(\$963.24)
280 LSTA Grant Fund	(\$1,790.00)	\$0.00	\$1,884.04	\$3,674.04	\$3,674.04	\$0.00
Subtotal	\$373,140.66	\$3,587.55	\$13,076.00	\$14,177.96	\$68,627.61	\$428,692.27
4. Capital Projects						
400 Library Improvement Reserve Fund	\$278,681.19	\$0.00	\$26,416.79	\$70.81	\$55,219.34	\$307,483.74
Subtotal	\$278,681.19	\$0.00	\$26,416.79	\$70.81	\$55,219.34	\$307,483.74
5. Clearing						
800 PLAC Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
801 Evergreen Indiana Pass Through Fund	\$115.90	\$211.37	\$211.37	\$0.00	\$234.93	\$139.46
802 Payroll fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
803 FEDERAL	\$0.00	\$1,000.08	\$4,970.13	\$1,000.08	\$4,970.13	\$0.00
804 FICA	\$0.00	\$812.48	\$3,983.77	\$812.48	\$3,983.77	\$0.00
805 MEDICARE	\$0.00	\$190.03	\$931.71	\$190.03	\$931.71	\$0.00
806 STATE	\$0.00	\$445.79	\$2,189.51	\$445.79	\$2,189.51	\$0.00
807 COUNTY	\$0.00	\$271.74	\$1,342.00	\$271.74	\$1,342.00	\$0.00
808 PERF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
809 Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
810 Transfer Fund	\$0.00	\$0.00	\$2,319.35	\$0.00	\$2,319.35	\$0.00
Subtotal	\$115.90	\$2,931.49	\$15,947.84	\$2,720.12	\$15,971.40	\$139.46
Grand Total	\$1,122,111.23	\$30,684.05	\$281,796.03	\$39,227.45	\$212,945.77	\$1,053,260.97

Total all banks = \$1,053,260.97

Monon Town & Township Public Library

Report Dates = 5/1/22 to 5/31/22

Receipt Summaries for : 100 Operating

<i>Account</i>	<i>This Month</i>	<i>YTD</i>
110 LIBERTY TOWNSHIP CARDS		\$2,325.00
130 FINES AND FEES	\$80.00	\$358.18
132 COPIES	\$107.75	\$389.17
152 LOCAL INCOME TAX (LIT)	\$22,009.00	\$68,025.00
153 LOF MISC RECEIPT		\$180.00
156 LOF SAVINGS INTEREST	\$4.00	\$20.66
157 LOF INTEREST FROM CD	\$56.08	\$132.88
158 LOF CHECKING INTEREST	\$1.73	\$9.74
701 INTERFUND TRANSFER		\$1,686.79
	<u>\$22,258.56</u>	<u>\$73,127.42</u>

Receipt Summaries for : 200 Memorial/Gift Fund

<i>Account</i>	<i>This Month</i>	<i>YTD</i>
302 MEMORIAL FUND RECEIPT		\$545.00
303 MEMORIAL GIFT FUND INTEREST	\$0.84	\$4.14
	<u>\$0.84</u>	<u>\$549.14</u>

Receipt Summaries for : 201 Rainy Day Fund

<i>Account</i>	<i>This Month</i>	<i>YTD</i>
701 INTERFUND TRANSFER		\$50,000.00
923 RAINY DAY INTEREST	\$36.90	\$170.03
924 RAINY DAY INTEREST FROM CD	\$56.08	\$127.76
	<u>\$92.98</u>	<u>\$50,297.79</u>

Receipt Summaries for : 226 State Technology Fund Grant F

<i>Account</i>	<i>This Month</i>	<i>YTD</i>
823 STATE TECH FUND GRANT FUND		\$3,696.54
		<u>\$3,696.54</u>

Receipt Summaries for : 279 ARPA Grant Fund

<i>Account</i>	<i>This Month</i>	<i>YTD</i>
145 ARPA Grant Reimbursement	\$10,410.10	\$10,410.10

Approved by the State Board Of Accounts for Monon Town & Township Public Library on 1/1/98.

\$10,410.10 \$10,410.10

Receipt Summaries for :		280	LSTA Grant Fund	
<i>Account</i>			<i>This Month</i>	<i>YTD</i>
965	LSTA Reimbursement		\$3,674.04	\$3,674.04
			\$3,674.04	\$3,674.04

Receipt Summaries for :		400	Library Improvement Reserve F	
<i>Account</i>			<i>This Month</i>	<i>YTD</i>
405	LIRF SAVINGS INTEREST		\$24.48	\$113.94
406	LIRF INTEREST FROM CD		\$46.33	\$105.40
701	INTERFUND TRANSFER			\$55,000.00
			\$70.81	\$55,219.34

Receipt Summaries for :		801	Evergreen Indiana Pass Throug	
<i>Account</i>			<i>This Month</i>	<i>YTD</i>
961	EVERGREEN INDIANA RECEIPT			\$234.93
				\$234.93

Receipt Summaries for :		803	FEDERAL	
<i>Account</i>			<i>This Month</i>	<i>YTD</i>
400	Payroll Withholdings		\$1,000.08	\$4,970.13
			\$1,000.08	\$4,970.13

Receipt Summaries for :		804	FICA	
<i>Account</i>			<i>This Month</i>	<i>YTD</i>
400	Payroll Withholdings		\$812.48	\$3,983.77
			\$812.48	\$3,983.77

Receipt Summaries for :		805	MEDICARE	
<i>Account</i>			<i>This Month</i>	<i>YTD</i>
400	Payroll Withholdings		\$190.03	\$931.71
			\$190.03	\$931.71

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Printed On Wednesday, June 1, 2022

Receipt Summaries for :			806	STATE
<i>Account</i>			<i>This Month</i>	<i>YTD</i>
400	Payroll Withholdings		\$445.79	\$2,189.51
			\$445.79	\$2,189.51
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Receipt Summaries for :			807	COUNTY
<i>Account</i>			<i>This Month</i>	<i>YTD</i>
400	Payroll Withholdings		\$271.74	\$1,342.00
			\$271.74	\$1,342.00
<hr/> <hr/>				
Receipt Summaries for :			809	Other
<i>Account</i>			<i>This Month</i>	<i>YTD</i>
1000	VOID			\$0.00
				\$0.00
<hr/> <hr/>				
Receipt Summaries for :			810	Transfer Fund
<i>Account</i>			<i>This Month</i>	<i>YTD</i>
702	INTERBANK TRANSFER			\$2,319.35
				\$2,319.35
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Approved by the State Board Of Accounts for Monon Town & Township Public Library on 1/1/98.

Printed On Wednesday, June 1, 2022

Appropriation Report for 100 Operating

Monon Town & Township Public Library

Report Date: From 5/1/22 To 5/31/22

Account # Description	Annual Appropriation	Change to Appropriation	Current Appropriation	Disbursements This Month	Disbursements YTD	Balance	Percent Remain
1. Personal Services							
1.01 Salary of Librarian	\$50,000.00	\$0.00	\$50,000.00	\$3,862.50	\$19,312.50	\$30,687.50	61.4
1.02 Salary of Assistants	\$110,000.00	\$0.00	\$110,000.00	\$9,242.17	\$44,671.47	\$65,328.53	59.4
1.03 Salary of Custodian	\$7,500.00	\$0.00	\$7,500.00	\$300.00	\$720.00	\$6,780.00	90.4
1.04 Employee Benefits	\$50,000.00	\$0.00	\$50,000.00	\$5,269.43	\$26,242.65	\$23,757.35	47.5
Subtotal	\$217,500.00		\$217,500.00	\$18,674.10	\$90,946.62	\$126,553.38	58.2
2. Supplies							
2.02 Cleaning and Sanitation Supplies	\$2,500.00	\$0.00	\$2,500.00	\$29.94	\$239.36	\$2,260.64	90.4
2.04 Library Supplies	\$6,000.00	\$0.00	\$6,000.00	\$107.08	\$2,351.18	\$3,648.82	60.8
Subtotal	\$8,500.00		\$8,500.00	\$137.02	\$2,590.54	\$5,909.46	69.5
3. Other Services and Charge							
3.01 Professional Services	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$641.76	\$858.24	57.2
3.02 Communication and Transportation	\$12,300.00	\$0.00	\$12,300.00	\$260.54	\$1,348.77	\$10,951.23	89.0
3.03 Printing and Advertising	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	100.0
3.04 Library Insurance	\$8,400.00	\$0.00	\$8,400.00	\$0.00	\$170.00	\$8,230.00	98.0
3.05 Utility Services	\$21,000.00	\$0.00	\$21,000.00	\$1,235.75	\$7,259.25	\$13,740.75	65.4
3.06 Repairs and Maintenance	\$20,000.00	\$0.00	\$20,000.00	\$843.39	\$4,507.07	\$15,492.93	77.5
3.07 Rentals	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	100.0
3.08 Dues, Interest, Taxes	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$364.27	\$635.73	63.6
3.09 Other Services and Charges	\$14,000.00	\$0.00	\$14,000.00	\$1,389.80	\$7,619.24	\$6,380.76	45.6
3.1 Transfer to Library Improvement Reserve	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.0
3.11 E Book Services & Hoopla	\$6,700.00	\$0.00	\$6,700.00	\$0.00	\$0.00	\$6,700.00	100.0

Account # Description	Annual Appropriation	Change to Appropriation	Current Appropriation	Disbursements This Month	Disbursements YTD	Balance	Percent Remain
3.2 2021 Encumbered Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#Num!
Subtotal	\$90,900.00		\$90,900.00	\$3,729.48	\$21,910.36	\$68,989.64	75.9
4. Capital Outlays							
4.02 Furniture and Equipment	\$15,000.00	\$0.00	\$15,000.00	\$286.32	\$967.66	\$14,032.34	93.5
4.03 Books	\$23,000.00	\$0.00	\$23,000.00	\$1,235.63	\$7,352.57	\$15,647.43	68.0
4.04 Periodicals and Newspapers	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$1,209.79	\$2,290.21	65.4
4.05 Nonprint Materials	\$8,500.00	\$0.00	\$8,500.00	\$102.46	\$2,420.90	\$6,079.10	71.5
Subtotal	\$50,000.00		\$50,000.00	\$1,624.41	\$11,950.92	\$38,049.08	76.1
Grand Total	\$366,900.00	\$0.00	\$366,900.00	\$24,165.01	\$127,398.44	\$239,501.56	65.3

Approved by the State Board Of Accounts for Monon Town & Township Public Library on 1/1/98.

Appropriation Report for 201 Rainy Day Fund
Monon Town & Township Public Library

Report Date: From 5/1/22 To 5/31/22

Account # Description	Annual Appropriation	Change to Appropriation	Current Appropriation	Disbursements This Month	Disbursements YTD	Balance	Percent Remain
3. Other Services and Charge							
3.06 Repairs and Maintenance	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.0
3.2 2021 Encumbered Funds	\$24,730.00	\$0.00	\$24,730.00	\$0.00	\$0.00	\$24,730.00	100.0
Subtotal	\$49,730.00		\$49,730.00	\$0.00	\$0.00	\$49,730.00	100.0
4. Capital Outlays							
4.02 Furniture and Equipment	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.0
Subtotal	\$25,000.00		\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.0
Grand Total	\$74,730.00	\$0.00	\$74,730.00	\$0.00	\$0.00	\$74,730.00	100.0

Approved by the State Board Of Accounts for Monon Town & Township Public Library on 1/1/98.

Appropriation Report for 400 Library Improvement Reserve F
Monon Town & Township Public Library

Report Date: From 5/1/22 To 5/31/22

Account # Description	Annual Appropriation	Change to Appropriation	Current Appropriation	Disbursements This Month	Disbursements YTD	Balance	Percent Remain
1. Personal Services							
1.04 Employee Benefits	\$8,947.00	\$0.00	\$8,947.00	\$0.00	\$0.00	\$8,947.00	100.0
Subtotal	\$8,947.00		\$8,947.00	\$0.00	\$0.00	\$8,947.00	100.0
3. Other Services and Charge							
3.06 Repairs and Maintenance	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.0
3.2 2021 Encumbered Funds	\$24,730.00	\$0.00	\$24,730.00	\$0.00	\$24,730.00	\$0.00	0.0
Subtotal	\$49,730.00		\$49,730.00	\$0.00	\$24,730.00	\$25,000.00	50.3
4. Capital Outlays							
4.02 Furniture and Equipment	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.0
Subtotal	\$3,000.00		\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.0
Grand Total	\$61,677.00	\$0.00	\$61,677.00	\$0.00	\$24,730.00	\$36,947.00	59.9

Approved by the State Board Of Accounts for Monon Town & Township Public Library on 1/1/98.

Librarian's Report – June 13, 2022

The fire department now has a key to the library and to the fire panel. We just need to officially approve using Rainy Day money to pay for the installation to have our alarm monitored, and for the annual service agreement. This is \$3408.62 altogether with a \$900 annual cost we can budget for going forward.

We're still waiting to hear back on the Indiana Historical Society grant for the microfilm reader and microfilmed newspapers (should know by the end of June).

An adult summer reading program started on June 9 (the same day as the kids/teen programs – see Barbara's update below about that). Participants will get a small prize for finishing a bingo card, and then be entered into a drawing for a nicer prize (a Family Express gift card or an AncestryDNA kit).

The library had a booth setup at the Monon food fest this year, and it was a big success in comparison to the prior year when we were just setup outside the library. Austin and Barbara were able to ride the book bike around, too.

The ESL class continues to be a success with Marissa. The enrollment for it is holding steady. To decrease the workload, it's now being offered once/week for an hour.

New public computers and hotspots were ordered, and have arrived. The five new hotspots bring us up to 15 of them, and they're all now available for checkout. Austin is hoping to finish the installation and setup of the new public computers this next week. We may need to pay as much as \$92/license for Microsoft Office because it seems that TechSoup no longer offers this discounted to libraries (only non-profits). That price is through AVC. This would be 8 x 92 (7 public computers and 1 staff laptop) for \$736 if the board approves.

We're still waiting to hear what the growth quotient will be for 2023 budgets. The state has to notify us by June 30 (we can't do the budget until that's known). Austin plans to have a draft of a budget prepared for the July 11 board meeting, including salary information for the next year for all staff. He then will meet with our DLGF representative on July 13 to get officially started with the 2023 budget process.

We started the process of scanning old board meeting minutes to be sent to the state for microfilming.

Austin checked in with Harry Mohler regarding the rest of the front entrance work to stop the water leaks in the concrete/around the handrail. This also concerns moving the water from the side of the building back to the alley. Harry said he would follow up with the companies he had previously reached out to about this work.

Barbara's update will follow this report on the children and teen summer reading programs that started on June 10.

Collection Area	May 2022 Circulation	May 2021 Circulation	May 2020 Circulation
Adult Fiction	193	155	49
Adult Non-Fiction	39	30	16
Adult/Juvenile DVDs/Videos	169	61	6
Adult/Juvenile Audiobooks	3	12	0
Magazines	56	28	22
Juvenile Fiction	100	62	2
Juvenile Non-Fiction	22	4	0
Young Adult/Teen	22	15	3
Video Games	2	3	0
Hoopla	30	27	0
Overdrive (ebooks/e-audio)	226	194	238
Hotspots	20	8	0
Library of Things	5	0	0
Total Circulation (# of checkouts)	887	599	336

Monon library monitoring - CPQ-244518

Planned Service Agreement



Johnson Controls Fire Protn LP
3600 McGill St, Ste 300
Elkhart IN 46628
USA

Proposal presented on:
05-31-2022

R
Rumel
Dart Fund
\$900

Joel Abbott
joel.abbott@jci.com
(260) 446-7829

Thank you for the courtesy and cooperation extended to me during my recent visit and subsequent discussions regarding your life safety service needs. Enclosed is a proposal for your review that will cover all your various needs including:

- Fire Alarm Inspections and Maintenance - to ensure that your system is operating at peak performance
- Sprinkler Inspections - making sure that should a fire occur; the sprinkler system will be ready to put out the flames
- Suppression - to periodically review the fire extinguishers so that employees can utilize a fully operational tool in the event of an emergency

Our Johnson Controls solutions will provide you with

- Potential insurance discounts
- Peace of Mind
- Reliable software and hardware
- Award winning support services
- Code compliance

I invite you to review the attachments enumerating some of the key benefits. I will be available to answer any of your questions regarding the solutions. I can be reached at (260) 446-7829 or via email at: joel.abbott@jci.com. Please contact me when you are ready to move forward so I can begin scheduling your inspections.

Sincerely,
Joel Abbott
PMA Sales Representative



SERVICE SOLUTION

Customer #: 340968
Monon Public Library
Date: 31-May-22
Proposal #: CPQ-244518
Term: 1-Jun-22 to 31-May-23

Billing Customer:
 Monon Public Library
 427 N Market St

 Monon, IN 47959-9799

Service Location:
 Monon Public Library
 427 N Market St,
 Monon, IN 47959-9799

Johnson Controls Fire Protection LP
Sales Representative:
 Joel Abbott
 3600 McGill St, Ste 300
 Elkhart, IN 46628
 joel.abbott@jci.com
 (260) 446-7829

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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SYSTEM-FA-SIMPLEX 4007ES

SIMPLEX 4007ES FIRE ALARM PANEL

Customer Pricing Type : Local

Monitoring Account Type: Fire Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 0

Primary Communication: Cellular

Secondary Communication:

Per Point : No

ALARM & DETECTION- MONITORING



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Monon Public Library** and is effective **1-Jun-22** (the "Effective Date") to **31-May-23** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

AS

Initials

PAYMENT TERMS: Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$900.00 - **Proposal #:** CPQ-244518

PAYMENT SUMMARY:

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Year	PSA Charges
1	\$900.00



SERVICE SOLUTION

Monon Public LibrarySignature: *Austin Stroud*Print Name: Austin StroudTitle: Library DirectorPhone #: 219-253-6577Email: astroud@monon.lib.in.usFax#: NA**Johnson Controls Fire Protection LP**Authorized Signature: *Joel Abbott*Print Name: Joel M. AbbottTitle: Planned Service Agreement Rep.Phone #: (260) 446-7829Fax#: NALicense #: NA
(if applicable)Date: 5/31/2022

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

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

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

- PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____
- AR Invoices are accepted via e-mail: YES: E-mail address to be used: astroud@monon.lib.in.us
 NO: Please submit invoices via mail
 NO: Please submit invoices via _____

TERMS AND CONDITIONS

1. **Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. **Payment and Invoicing.** Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. **Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING,**

ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. **Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 18 of this Agreement.

8. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

9. **Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. **Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires

repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

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

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

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

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

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

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

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

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

17. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and frigate that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement.

CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist JCI in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm 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. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to 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 such services. Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do 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 proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES.** In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at <https://www.lohnscontrols.com/buildings/legal/digital/general/tos>.

18. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. **THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET.** Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that

Insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

C. **Indemnity, Insurance.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. **No modification.** Modification to Sections 18 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 18 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. **Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 18:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or

other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. **Communication Facilities.**

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 18.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE 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 TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. **Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm

equipment function and human factors, both with responding authorities and with Company, may affect response

19. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

20. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techt/terms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

21. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

22. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

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

24. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

25. Force Majeure, Exclusions. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused

from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

26. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

27. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

28. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

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

30. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

31. One-Year Limitation on Actions; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

32. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

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

34. Headings. The headings in this Agreement are for convenience only.

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

36. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

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

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

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

40. **License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-0600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.



PROPOSAL AND SERVICE AGREEMENT

Business Unit
 Business Unit Address
 Business Address Line 2
 Business Phone
www.johnsoncontrols.com

*Rainy Day Fund
 \$2508.62*

Date: 5/31/2022		Customer #: 340968		Product Family: Fire Alarm		Service Sales	
SR #: _____		JD Proposal #: _____		Prepared By:		Phone #: 260-446-7829	
Quote Ref: _____				Name: Joel M. Abbott		Email: Joel.abbott@jci.com	
Site Information				Billing Information			
Name: Monon Public Library				Name: Monon Public Library			
Address: 427 N Market St.				Address: 427 N Market St.			
City: Monon	State: IN	Zip Code: 47959		City: Monon	State: IN	Zip Code: 47959	
Purchaser Contact Information:							
Name: Austin Stroud		Phone: 2192536517		Email: astroud@monon.lib.in.us			

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and or materials hereinafter described, subject to the terms and conditions of this Agreement.

Scope of Work

Johnson Controls Fire Protection will provide technician time and bill of material to install 1 Dual Path Dialer and interface it into the main Simplex 4007ES fire alarm control panel. Customer will provide IT support and provide IP address with internet access. Technician will mount IP dialer next to FACP, program and test. JCFP will not be responsible for cell signal strength. An external antenna and cable will be provided.

- 1) Bosch B465-MRV_16401)
- Bosch B40-MB50
- Technician Time

Please be advised: Due to the nationwide supply chain issue, acquisition of equipment may take a month or more to occur and be shipped up to the local office. We thank you for your patience as we, as well as the industry as a whole work through it.

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

Prevailing Wage Required?	No	Working Hours: Based on normal business hours Mon-Fri 7:30AM-4:00PM unless otherwise noted.
Certified Payroll Required?	No	
Customer/Site Tax Exempt?	No	

Payment Terms: **Net 30** \$2,508.62 **Two Thousand Five Hundred Eight Dollars and Sixty One Cents**

Fixed Price Labor and Material NTE

Name: Austin Stroud
 Title: Library Director
 PO #: _____
 Signature: *Austin Stroud*

Johnson Controls Fire Protection LP
 Joel M. Abbott
 Joel.abbott@jci.com
 260-446-7829

TERMS AND CONDITIONS

1. **Payment.** Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Further, in the event that this Agreement is executed on a "price not to exceed" basis, the price to Customer shall be lesser of: (a) the limit price quoted, or (b) the actual cumulative billing based on the aforementioned prevailing rate. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Customer's failure to make payment when due is a material breach of this Agreement and will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment, licenses and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. **Deposit.** Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit within three business days after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

3. **Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and Services to be performed as set forth in the Scope of Work. If the actual number of devices installed or Services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. Company may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g. steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Pricing for Equipment and material covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government. At any time prior to shipment, Company shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes.

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

5. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire

Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. **Limitation of Liability; Limitations of Remedy.** It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all rights of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

8. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (7:00 a.m. – 4:30 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. **Customer Responsibilities.** Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom. Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company

TERMS AND CONDITIONS

secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services (if Selected by Customer). Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company during the initial inspection, for which Company may submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

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

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

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

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

- "permit confined space," as defined by OSHA;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk;
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no

obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

15. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.** Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

16. Indemnity. Customer agrees to Indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said Hazardous Conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select outside counsel to represent it in any such action.

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

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

19. Exclusions. This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to

the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, ~~components~~ or parts. All such services may be provided by Company at Company's sole discretion at an additional charge

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

21. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

22. No Option to Solicit. Customer shall not, directly or indirectly, on his own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two (2) years after the termination of this Agreement.

23. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services; (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement; and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

TERMS AND CONDITIONS

24. One-Year Limitation on Actions; Choice of Law. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

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

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

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

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

Agreement.

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

30. Privacy. A. *Company as Processor.* Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. *Company as Controller.* Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer

acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

31. License Information (Security System Customers). AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 6805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710 License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

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