

Village of Mukwonago
Notice of Meeting and Agenda

LIBRARY BOARD OF TRUSTEES MEETING
Thursday, April 21, 2022

Time: **6:00 pm**

Place: **Mukwonago Community Library, 511 Division Street, Mukwonago, WI 53149**
OR via Zoom [https://us02web.zoom.us/j/87407040519?](https://us02web.zoom.us/j/87407040519?pwd=dkFyaStpNnJXdms2ZlhaZjE3UzVhZz09)
pwd=dkFyaStpNnJXdms2ZlhaZjE3UzVhZz09 Meeting ID: 874 0704 0519
Passcode: 242560

1. Call to Order

2. Roll Call and Introduction of Guests

3. Comments from the Public

Information and comment may be received from the public by the Library Board, but solely as to matters that appear on the Agenda for that meeting. The public comment session shall last no longer than 15 minutes and individual presentations are limited to (3) minutes per speaker. These time limits may be extended at the discretion of the Chief Presiding Officer. The Library Board may have limited discussion on the information received, however, no action will be taken on issues raised during the public comment session unless they are otherwise on the agenda for that meeting. Public comments should be addressed to the Library Board as a body. Presentations shall not deal in personalities or personal attacks on members of the Board, the applicant for any project, or Village employees. Comments, questions and concerns shall be presented in a respectful and professional manner. Any questions to an individual member of the Library Board or Staff will be deemed out of order by the Presiding Officer.

4. Approval of Minutes

4.a Library Board minutes from March 10, 2022
[Library Board Minutes 20220310_unapproved.pdf](#)

5. Audit and Approval of Monthly Expenditures

5.a Invoices and Executive Summary for April 2022
[Financial 2022 April Executive Summary 20220421.pdf](#)
[Financial 2022 April Invoices 20220421.pdf](#)

6. Committee Reports

6.a Policy Committee - last met February 24, 2022
6.b Personnel Committee - last met October 7, 2021
6.c Finance Committee - last met February 10, 2022

6.d Building & Grounds Committee - last met March 28, 2022

[Building and Grounds Committee Minutes 20220328_unapproved.pdf](#)

7. Library Director Report

Library Director report is for information only.

7.a Library Director Report for April

Director Report is for information only.

[Library Director Report April 2022.pdf](#)

8. Discussion/Action Items

8.a Allowable Costs

Discussion and possible approval of Allowable Costs for Waukesha County.

[Allowable Costs Form for FY2023 budget.pdf](#)

8.b Security Contract

Discussion and possible action on approving Building and Grounds Committee's recommendation for a three-year renewal of Johnson Controls security system contract.

[Mukwonago Library Access Control .pdf](#)

[Mukwonago Library Buglar Alarm .pdf](#)

[Mukwonago Library Camera System.pdf](#)

8.c Install Exterior Outlet and Data Cable

Discussion and possible action on recommendation from Building and Grounds Committee to consider proposal from Roman Electric to install electrical and ethernet wiring for exterior smartlockers.

[Roman Electric proposal exterior outlet and data 20220329.pdf](#)

8.d VFD Rewiring

Discussion and possible action on recommendation from Building and Grounds Committee to consider Emcor proposal to rewire VFDs directly to system pumps.

[Mukwonago Library VFD Recontrol ESIS Controls Proposal 3.18.22.pdf](#)

8.e Strategic Planning

Discussion and possible action on selecting Nancy Wilhelm to conduct next strategic planning cycle.

[Board of Trustee 2022 Strategic Planning and SWOT Discussion.pdf](#)

8.f Grutzmacher Collection - Loan Agreement

Discussion and possible action on loan agreement with the Mukwonago Historical and Museum Society for the part of the Grutzmacher collection housed at the Red Brick Museum.

[Loan Agreement Mukwonago Red Brick Museum from attorney 20220331.pdf](#)

[Original MHSM Incoming Loan Agreement_complete with terms.pdf](#)

- 8.g Grutzmacher Collection - NAGPRA Summary
Discussion and possible action on engaging the services of Berstein & Associates
NAGPRA Consultants for the Grutzmacher Native American artifacts.

[B&A Consulting Services Estimated Costs.pdf](#)

[B&A Consulting Services Estimated Schedule.pdf](#)

[B&A-CLIENT Consulting Services Agreement EXAMPLE.pdf](#)

- 8.h Trustee Essentials Chapter 7
Discuss questions posed at end of chapter 7 of Trustee Essentials.
[Trustee Essentials Chapter 07.pdf](#)

9. Referral Items

10. Confirm Next Meeting Date

The next regular Library Board meeting is May 12, 2022 at 6:00pm.

11. Adjourn

It is possible that a quorum of, members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note, upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through appropriate aids and services. For additional information or to request this service, contact the Municipal Clerk's Office, (262) 363-6420.

DRAFT MINUTES OF THE LIBRARY BOARD MEETING

Thursday, March 10, 2022

Time: **6:00 pm**

Place: **Mukwonago Community Library, 511 Division St., Mukwonago, WI 53149 and Zoom**

Call to Order

The President H. Pringle called the meeting to order at 6:02 p.m. located in the Mukwonago Community Library Community Room, 511 Division St., Mukwonago, WI 53149

Roll Call and Introduction of Guests

Board Members Present

E. Brill
D. Magolan
J. Gasser
S. Kaufman
M. Lacock (left at 7pm)
E. Pautz
H. Pringle
C. Stienstra
D. Whalen

Excused

M. Penzkover
J. Darin

Also Present

A. Armour, Library Director

Comments from the Public

None.

Approval of Minutes

M. Lacock/J. Gasser motioned to approve the minutes from the Board of Trustees meeting on February 10, 2022. Unanimously carried.

S. Kaufman/E. Brill motioned to approve the minutes from the Board of Trustees meeting on February 22, 2022. Unanimously carried. E. Pautz abstained.

Audit and Approval of Monthly Expenditures

J. Gasser/C. Stienstra motioned to approve the monthly expenditures and invoices. Unanimously carried.

Committee Reports *Committee chairperson will report on any recent committee activity. There will be no discussion or action on anything reported out.*

Building & Grounds Committee - last met on December 9, 2021

Finance Committee - met on February 10, 2022 - items related to that meeting are on the agenda

Personnel Committee - last met on October 7, 2021 - meeting in the future for a recommendation from the Policy Committee

Policy Committee - met on February 24, 2022 - items related to that meeting are on the agenda

Library Director Report The Library Director Report is for information only.

A. Armour shared information about her report and updated the board on the grant-obtained smart locker's that MCL won.

Discussion/Action Items

Credit Card Use for Payment of Library Fines and Fees Policy Discussion and possible action on approving the Policy Committee's recommendation to adopt the Credit Card Use for Payment of Library Fines and Fees Policy.

H. Pringle noted that this began with the Finance Committee then Policy Committee reviewed the information at the last meeting. A. Armour informed the board that policy is to ensure we are covered for liability as well as to ensure the public is aware that there will be fees for credit card use.

S. Kaufman/E. Brill motioned to approve the credit card use for payment of library fines and fees policy as presented . Unanimously carried.

Computers for MetaSpace. Discussion and possible action on using donation funds to purchase updated computers for MetaSpace 511.

A. Armour noted that MetaSpace has never had the computing power to cover the level of technology that is run. The RAM size is one of the major reasons these specific computers were chosen as well as their moveability for MCL programs. A. Armour also noted that these computers will help ensure the customer has a seamless experience.

C. Stienstra/H. Pringle motioned to approve utilizing donation funds to purchase four OMEN 17t-ck000 laptops totaling \$7,280. Unanimously carried.

Grutzmacher collection insurance. Discussion and possible action on approving insurance quote for the Grutzmacher collection.

A. Armour noted that we did get the documentation for the appraisals and sent it to the insurance company for a quote. Discussion centered around whether the Village staff were aware and what the coverage dates would be.

E. Brill/C. Stienstra motioned to approve the acquiring of insurance as proposed from the MPIC quote for the Grutzmacher Collection totaling \$321, with verification of coverage dates. Unanimously carried.

Grutzmacher collection loan agreement. Discussion and possible action on approving a formal loan agreement to the Mukwonago Historical Society for the part of the Grutzmacher collection that is housed in the Red Brick Museum

H. Pringle noted that A. Armour, F. Schnook, and R. Bittner met to discuss what was being proposed and how the collection loan agreement was progressing. A. Armour then had a meeting with H. Hecker to discuss the formal loan agreement and inform the Historical Society what the ask was from the insurance company.

H. Pringle/S. Kaufman motioned to table this discussion pending legal review and for this to be brought back before adoption by the library board. Unanimously carried. D. Whalen abstained.

Strategic Planning. Discussion and possible action on next steps for strategic planning.

D. Whalen noted that the use of a facilitator for MCLs strategic plan would be ideal to give direction on the necessary planning steps. H. Pringle and A. Armour were directed to reach out to individuals and inquire about availability; noting that MCL would like to have a strategic plan completed around the September/October time period.

Review Trustee Essentials - Chapter 6

Trustee Essentials Chapter 6: Evaluating the Director- H. Pringle reviewed information on the applicable topics. There were no questions to review.

Referral Items

Personnel Committee to schedule a meeting to review the remote work arrangement policy and discuss enrolling it into the Personnel Policy.

Confirm Next Meeting Date

Regular Library Board on Thursday April 14, 2022

Adjournment

E. Pautz/D. Whalen motioned to adjourn the meeting. Unanimously carried. Meeting was adjourned at 7:30 pm.

Mukwonago Community Library Executive Summary 2022
4/21/2022

Account	Amended Budget	Amount Used	Account Balance	% of Budget Used
5110 - Salaries & Wages	559,332.00	104,752.10	454,579.90	18.7%
5112 - Social Security	44,355.00	7,851.46	36,503.54	17.7%
5152 - Retirement	41,145.00	7,640.92	33,504.08	18.6%
5154 - Health	64,788.00	20,404.72	44,383.28	31.5%
5158- OPEB Payout	10,000.00	0.00	10,000.00	0.0%
5159 - Other Fringe Benefits	3,880.00	(349.86)	4,229.86	-9.0%
5219 - Professional Services	4,000.00	815.74	3,184.26	20.4%
5220 - Contractual Services	16,000.00	9,341.19	6,658.81	58.4%
5221 - Water & Sewer	3,500.00	0.00	3,500.00	0.0%
5222 - Electric	30,000.00	4,615.85	25,384.15	15.4%
5224 - Gas	15,000.00	3,783.58	11,216.42	25.2%
5225 - Telephone	9,000.00	1,868.64	7,131.36	20.8%
5226 - Insurance	8,000.00	628.11	7,371.89	7.9%
5310 - Outside Services	20,000.00	5,887.64	14,112.36	29.4%
5311 - Supplies	20,000.00	5,486.14	14,513.86	27.4%
5312 - Printing	500.00	124.57	375.43	24.9%
5314 - MetaSpace 511 Equip/supplies	5,000.00	1,584.02	3,415.98	31.7%
5315 - Postage	500.00	67.85	432.15	13.6%
5326 - Periodicals	2,700.00	2,725.22	(25.22)	100.9%
5327 - Newspapers	1,800.00	943.43	856.57	52.4%
5328 - Books	70,000.00	18,348.49	51,651.51	26.2%
5329 - AV Materials	12,000.00	3,392.68	8,607.32	28.3%
5330- The Thingery	4,900.00	2,532.97	2,367.03	51.7%
5331 - Programming	10,000.00	1,113.61	8,886.39	11.1%
5332 - Mileage	2,000.00	32.12	1,967.88	1.6%
5333 - Outreach	2,000.00	815.83	1,184.17	40.8%
5335 - Training & Travel	5,000.00	188.62	4,811.38	3.8%
5340 - Digital Materials	10,000.00	2,351.16	7,648.84	23.5%
5341 - Cafe	23,713.00	23,713.00	0.00	100.0%
5343 - Data Lines	1,200.00	0.00	1,200.00	0.0%
5344 - Shared County Databases	22,772.00	12,772.00	10,000.00	56.1%
5395 - Repairs & Maintenance	20,000.00	18,330.93	1,669.07	91.7%
5399 - Other	5,000.00	716.71	4,283.29	14.3%
5811 - Technology Equipment	18,904.00	7,668.49	11,235.51	40.6%
TOTAL Budget Accounts	1,066,989.00	270,147.93	796,841.07	25.3%
<i>Donation Accounts</i>				
Balance from 2021	53,164.45			
4890 - Donations Revenue 2022			6,798.07	
5806 - Donation Expenditures 2022			8,781.17	
TOTAL Donation Accounts	51,181.35		(1,983.10)	
OVERALL TOTAL			794,857.97	

MUKWONAGO COMMUNITY LIBRARY
ACCOUNT #440-5511 LIBRARY
April 21, 2022

Account	Vendor	Memo	Amount
5219 Professional Services	Velocity- Village Charge	IT Support/ Phone programming	85.00
5220 Contracted Services	Illingworth-Kilgust	Contract Billing	2263.00
5220 Contracted Services	Johnson Controls Security	5/1/2022-7/31/2022	1832.10
5220 Contracted Services	Taylor Computer Services	Sonic wall Dynamic Support 1 year	306.05
5222 Electric	WE Energies	February	2214.14
5224 Gas	WE Energies	February	1838.15
5225 Telephone	Century Link -Village Charge	2/21/22-3/20/22	178.98
5225 Telephone	Charter Communications- Village	2/28/22-3/27/22	381.07
5226 Insurance Premiums	Municipal Property Insurance Co.	Fine Arts Rider	197.00
5226 Insurance Premiums	R & R Insurance	Worker's Comp	200.29
5226 Insurance Premiums	R & R Insurance	Cyber policy	9.10
5310 Outside Services	America Aquaria	Fish Tank Maintenance	85.00
5310 Outside Services	Great America Financial Services	Copier agreement	353.14
5310 Outside Services	Great America Financial Services	5/10/11-6/9/22 Copier Agreement	353.14
5310 Outside Services	Klassy Kleaners	Weekend Cleaning March	960.00
5310 Outside Services	Ricoh	12/26/21-3/25/22	599.06
5310 Outside Services	Unique	Placements	19.70
5311 Supplies	AlSCO	Mats & Dusters	69.71
5311 Supplies	Amazon Business	Dry Erase Boards & Bag Holders	164.91
5311 Supplies	Color Craft- Village Credit Card	Vinyl for Letters	15.40
5311 Supplies	Demco	3 Shelf Cart	234.06
5311 Supplies	Demco	Processing Supplies	336.33
5311 Supplies	Hahn Ace- Village Charge	Bolts	8.98
5311 Supplies	Home Depot- Village Charge	Toilet Seat	26.98
5311 Supplies	Home Depot- Village Credit Card	Repair supplies	10.95
5311 Supplies	Labor Law Center- Village Credit C	Labor law Poster	33.90
5311 Supplies	OfficePro- Village Charge	Copy Paper	19.75
5311 Supplies	Petty Cash	General Supplies	8.12
5311 Supplies	Quill	Paper	112.18
5311 Supplies	Quill	Paper Products	59.99
5311 Supplies	Quill	Mop	17.81
5311 Supplies	Quill	Cleaning supplies	286.89
5311 Supplies	Quill	Soap	17.98
5311 Supplies	Walmart- Village Credit Card	(Mar)	52.48
5311 Supplies	Walmart- Village Credit Card	General supplies	34.50
5312 Printing	Central Offices- Village Charge	Lease	22.64
5312 Printing	De Lage Landen Financial- Village		21.95
5314 MetaSpace 511 Equip-Sup	Amazon Business	MetaSpace Supplies	525.01
5314 MetaSpace 511 Equip-Sup	Home Depot- Village Credit Card	Batteries for Program	39.74
5314 MetaSpace 511 Equip-Sup	Michaels- Village Credit Card	Rolling Cart	89.99
5314 MetaSpace 511 Equip-Sup	Walmart- Village Credit Card	Program Supplies	66.93
5315 Postage	Postage Used March		10.80
5328 Books	Amazon Business	Books	117.63
5328 Books	Amazon Business	Book Credit	-40.97

5328 Books	Amazon-Village Credit Card	Books	14.99
5328 Books	Baker & Taylor	Books	30.61
5328 Books	Baker & Taylor	Books	759.17
5328 Books	Baker & Taylor	Books	4.51
5328 Books	Baker & Taylor	Books	32.29
5328 Books	Baker & Taylor	Books	189.62
5328 Books	Baker & Taylor	Books	1191.23
5328 Books	Baker & Taylor	Books	560.12
5328 Books	Baker & Taylor	Books	8.47
5328 Books	Baker & Taylor	Books	72.23
5328 Books	Baker & Taylor	Books	777.91
5328 Books	Baker & Taylor	Books	10.15
5328 Books	Baker & Taylor	Books	9.60
5328 Books	Baker & Taylor	Books	14.62
5328 Books	Baker & Taylor	Books	20.96
5328 Books	Baker & Taylor	Books	693.18
5328 Books	Baker & Taylor	Books	15.83
5328 Books	Baker & Taylor	Books	37.31
5328 Books	Baker & Taylor	Books	1308.41
5328 Books	Baker & Taylor	Books	950.83
5328 Books	Baker & Taylor	Books	193.80
5328 Books	Baker & Taylor	Books	950.83
5328 Books	Baker & Taylor	Books	193.80
5328 Books	Brodart Co.	Books	94.63
5328 Books	Brodart Co.	Books	87.29
5328 Books	Brodart Co.	Books	363.67
5328 Books	Brodart Co.	Books	67.14
5328 Books	Brodart Co.	Books	136.84
5328 Books	Brodart Co.	Books	127.88
5328 Books	Brodart Co.	Books	436.14
5328 Books	Brodart Co.	Books	268.51
5328 Books	Brodart Co.	Books	167.59
5328 Books	Brodart Co.	Books	74.25
5328 Books	Cengage	Books	374.27
5328 Books	Cengage	Books	82.37
5328 Books	Cengage	Books	53.58
5328 Books	Cengage	Books	21.59
5328 Books	Cengage	Books	60.78
5328 Books	Cengage	Books	91.17
5328 Books	Cengage	Books	25.59
5329 AV Material	Amazon Business	DVDs	555.65
5329 AV Material	Findaway	Playaway	118.98
5329 AV Material	MicroMarketing	Audio Books	204.72
5329 AV Material	Midwest Tape	Audio Books	62.98
5329 AV Material	Midwest Tape	Audio Books	126.97
5329 AV Material	Midwest Tape	Audio Books	79.98
5329 AV Material	Midwest Tape	Audio Books	228.95
5329 AV Material	Midwest Tape	Audio Books	39.99
5329 AV Material	Walmart- Village Credit Card	DVD	10.78

5329 AV Material	Walmart- Village Credit Card	DVD	123.66
5330 Thingery	Acorn- Village Credit Card	March Subscription	6.29
5330 Thingery	Acorn- Village Credit Card	One year Subscription	73.49
5330 Thingery	Amazon Business	Thingery Supplies	363.56
5330 Thingery	Amazon-Village Credit Card	Kindle	14.99
5330 Thingery	Netflix- Village Credit Card	4/1/22-4/30/22	19.99
5330 Thingery	Roku- Village Credit Card	Annual fee 3/11/22-3/11/23	83.99
5330 Thingery	Walmart- Village Credit Card	Thingery supplies	14.86
5331 Programming	Amazon Business	Program Supplies Adult	27.40
5331 Programming	Amazon Business	Program Supplies	106.50
5331 Programming	Amy Mueller	March Programs	100.00
5331 Programming	Hero Forge- Village Credit Card	3D Print Files for Teen D& D	7.99
5331 Programming	Hero Forge- Village Credit Card	3D Print Files for Teen D& D	55.93
5331 Programming	Petty Cash	Program supplies & Instructor	164.79
5331 Programming	Walmart- Village Credit Card	Bingo Prizes	48.11
5332 Mileage	Eric Huemmer	Outreach Mileage	32.12
5333 Outreach	Amazon Business	Storage Bins	44.92
5333 Outreach	Amazon Business	Outreach Program Supplies	76.99
5333 Outreach	Canva- Village Credit Card	Trifold	350.00
5333 Outreach	Canva- Village Credit Card	Business Cards	32.50
5333 Outreach	Canva- Village Credit Card	Appointment Cards	17.00
5333 Outreach	Facebook- Village Credit Card	Cultural Showcase Ad	9.29
5333 Outreach	Facebook- Village Credit Card	Cultural Showcase Ad	10.71
5333 Outreach	Mukwonago Rotary Club	Breakfast & Dues	138.50
5333 Outreach	Petty Cash	Envelopes/ mailing	9.44
5333 Outreach	Signup genius- Village Credit Card	AARP sign up page March	11.99
5333 Outreach	Signup genius- Village Credit Card	AARP sign up page April	11.99
5340 Digital Materials	Adobe- Village Credit Card	Creative Cloud Mar/Apr	83.99
5340 Digital Materials	Adobe- Village Credit Card	Creative Cloud Apr/May	83.99
5340 Digital Materials	MailChimp- Village Credit Card	Newsletter-April	69.99
5340 Digital Materials	Midwest Tape	Hoopla March	480.68
5340 Digital Materials	On Time Telecom- Village Credit C	Lookup Credits	10.00
5340 Digital Materials	Zoom- Village Credit Card	3/20/22-3/19/23	157.40
5395 Repairs & Maintenance	EMCOR Services	Troubleshoot Pump change	1517.00
5395 Repairs & Maintenance	Guthrie & Frey	Repair Water Softener	526.41
5395 Repairs & Maintenance	Illingworth-Kilgust	Replace Programmer & Ignitor	2670.00
5395 Repairs & Maintenance	Illingworth-Kilgust	Replace Taco hot water pump	1285.41
5395 Repairs & Maintenance	Illingworth-Kilgust	Repair Liebert unit in Server room	3634.78
5395 Repairs & Maintenance	Illingworth-Kilgust	Replace Capacitor on Boiler #2	900.86
5395 Repairs & Maintenance	Illingworth-Kilgust	Replace Boiler pump motor and brusl	3725.42
5395 Repairs & Maintenance	Roman Electric	Fix lights and fixture	334.00
5399 Other	Tasc	Flex account	126.42
5399 Other	UKG Payroll Processing	Processing Fee	230.28
TOTAL REGULAR ACCOUNTS			\$ 44,035.95

5806 Donation Expenditure	1451 Dale Painting	Paint MetaSpace & Pillars	2100.00
5806 Donation Expenditure	Amazon Business	Tote Bags for SRP	459.98
5806 Donation Expenditure	DP Industries Inc.-Village Credit Ca	Pot Labels w/ logo SRP	101.95

5806 Donation Expenditure	Home Depot- Village Credit Card	Grutzmacher Collection Storage MAR	188.91
5806 Donation Expenditure	Petty Cash	Staff Card	3.45
5806 Donation Expenditure	School Life- Village Credit Card	Brag Tags for SLP	68.45
5806 Donation Expenditure	School Life- Village Credit Card	Brag Tags for SLP	40.95
Donation Designated Funds	Pick N Save- Village Credit Card	Gift Cards for AARP/ Grant	110.00
Donation Designated Funds	Provisional Press	Press Kits/ Grant	1034.40
Donation Designated Funds	Walmart- Village Credit Card	AARP Thank You food/Grant	75.71
Donation Designated Funds	Zoological Society of Milwaukee	Platypus Explore Pass/ PD by Friends	1000.00
Donation Designated Funds	Zoological Society of Milwaukee	Platypus Explore Pass/ PD by Friends	1000.00
Total Donation Expenses			\$ 6,183.80
Director	Treasurer	To Be Reimbursed	4292.36
		Regular Donation Expenses	1891.44
Secretary		Total Expenses	\$ 50,219.75

Village of Mukwonago
DRAFT Minutes of Building & Grounds Committee Agenda
LIBRARY BOARD OF TRUSTEES MEETING
Monday, March 28, 2022

Time: **6:00 pm**

Place: **Mukwonago Community Library**

1. Call to Order

Committee Chair M. Penzkover called the meeting to order at 6:00pm.

2. Roll Call and Introduction of Guests

Committee Members Present

E. Brill
J. Gasser
H. Pringle
M. Penzkover

Also Present

A. Armour, Library Director

3. Approval of Minutes

E. Brill motioned to approve the minutes from the December 9, 2021 Building and Grounds Committee meeting. H. Pringle seconded. Unanimously carried.

4. Discussion/Action Items

4.a Security contract renewal

Discussion and possible action on renewal of Johnson Controls contract for building security.

A. Armour presented a 3-year renewal contract for Johnson Controls. E. Brill motioned to recommend to Library Board to approve renewal of contract for \$7,223.28. J. Gasser seconded. Unanimously carried.

4.b Install exterior outlet for smartlockers

Discussion and possible action to install exterior outlet for smartlockers from proposal from Roman Electric.

A. Armour presented a contract from Roman Electric to install an exterior outlet for smartlockers. She explained that \$1,178 will be offset by another ARPA grant. Committee recommended that she ask for an updated quote that includes ethernet cable installation as well. J. Gasser motioned to recommend to the Library Board to approve the quote from Roman Electric with updated ethernet cable cost. H. Pringle seconded. Unanimously carried.

4.c VFD Recontrol Proposal

Discussion and possible action on Emcor proposal to install direct control wiring from VFDs to boiler pumps to eliminate lag time in system.

A. Armour presented recommendation and proposal from Emcor to directly wire VFDs to boiler pumps. E. Brill expressed interest in discussing this recommendation directly with Emcor. H. Pringle motioned to recommend to Library Board to approve proposal pending E. Brill's conversation with Emcor to clarify the project scope. J. Gasser seconded. Unanimously carried.

4.d HVAC and Boiler update

Discussion and possible action on continuous issues with HVAC and boiler system.

A. Armour shared the significant list of emergency repairs for the HVAC and boiler system. She showed the Committee the detailed reports the Ilingworth-Kilgust and Emcor contractors provide and reported that they are doing a meticulous job rooting out the core issues. She notified the Committee that she will be requesting the Library Board use WCCF funds to pay for these repairs. The Committee discussed the need to get ahead of issues and requested that she work with contractors to identify potential equipment failures and present those at the same time.

5. Referral Items

Revisit anything that was tabled during COVID-19 pandemic and personnel transitions. Put together conceptual capital plan with EOLs for technology and equipment.

6. Confirm Next Meeting Date

Meets as needed

7. Adjourn

Committee Chair M. Penzkofer adjourned the meeting at 6:50pm.

Minutes submitted by Abby Armour

Library Director Report: April 2022

Director Meetings and Activities

We won the Bridge's Improvement and Innovation Grant for \$2,500. All 24 libraries in the system are able to put in a proposal and competition is broken down by library size. We had a pretty competitive bracket, beating out 4 other "medium" size libraries. Nancy Aycock wrote the proposal for portable printmaking presses and screen-printing equipment to expand the MetaSpace 511's hands-on offerings for textiles and crafts. Makers will learn design, make print blocks out of linoleum and LEGO, use the laser machine to create woodcuts and custom rubber stamps, create screens through drawing and burning, and print designs using the Provisional Printing Press and screen-printing screens. The printing press and screen-printing will be good cross-over tools to encourage the use of the Cricut Maker Machine, 3D printers, laser machine and other equipment in the makerspace to create imagery on t-shirts, tote bags, posters, cards and more.

We have received a \$1,000 United Way grant to help cover the costs of hosting the AARP tax preparation. They asked that the money be spent on thanking the volunteers and the rest be put toward offsetting the costs of other this and other programs and resources for seniors and single mothers. Eric has done a fantastic job of coordinating this this year and making this intensive monthslong partnership as smooth as possible--other sites are even looking to copy the process!

One of our part-time Circulation Clerks has quit to focus on school. Emily and I have been conducting rolling interviews in the last couple weeks and have hired two more Circulation Clerks, finally bringing our numbers back up to what was budgeted. This was a lot to ask of a new Circulation Supervisor who has only been here for two months, but Emily has done a great job. She has also started to develop a training manual and has been improving communication within her team.

In my quest for improved security and clarity, Cathryn and I have been working hard on fixing our emergency procedures and mapping the numerous layers of security and safety systems. My goal is to go through each protocol from top to bottom, establishing clear procedures, properly training staff, and creating/improving documentation. Fire Chief Stien taught us about the fire system and gave the staff a tour during the All-Staff meeting on Tuesday. I created laminated floor plans marked with exits and extinguishers and placed them by every exit. We also created a "go" kit for the Librarian in Charge at the Info Desk that includes a yellow vest (for easy identification as the person in charge during an emergency), flashlight with strobe for signaling, and pockets with keys, floor plans, and phone numbers. I've also created a "go" area with all of our work schedules so in an emergency, the Librarian in Charge can grab the schedules and make sure we have evacuated all staff, too. Staff have said they appreciate the clarity on what their role is when an alarm goes off or an emergency happens.

HVAC and boilers have occupied a significant amount of my time and energy again as we continue to ferret out systemic issues. In the last month alone we've spent over \$14,000 on

emergency repairs on everything from rebuilding a squealing system pump motor to fixing the ductless mini-split in the server room to get the temperature under 80 degrees (which is way too high for sensitive—and expensive—technology). Cathryn and I are very confident in our new contractors, Illingworth-Kilgust/Emcor, as they are meticulously documenting everything they find with photos and detailed reports and are intent on solving the underlying problems instead of just providing a quick fix. In their upcoming spring maintenance, I've instructed them to tell me about every issue they find so that I can bring it to the Building and Maintenance Committee and try to get ahead of future problems. I will also use their work to start building a capital plan in time for budgeting in August.

Technology is the other systemic problem dominating my time this month. Without a robust infrastructure of technology, we can't provide the services the community expects, so I've continued to upgrade, swap, troubleshoot, and cross-train as I find issues. The rollout of PaperCut and our new public copier still is not complete, and I expressed my extreme frustration to Impact copy company. Their process has been awkward and laborious and has taken weeks when it should have taken only a couple days. In the meantime, it's helping me discover other problems, such as the fact that half of our patron PCs are 32-bit computers and all our PCs only have 4 GB of RAM (minimum to run Windows 10 is 64-bit and 8 GB of RAM) which explains the slow and frustrating user experience. In the short term I'm stealing RAM from old computers and resetting the patron PCs to get everything up to scratch to handle PaperCut (and the basic operating system). In the long term, I will order laptops for the staff and cycle their desktop computers (which were purchased last year, but only have 128 GB SSD) into patron PCs so as to not waste that purchase. Once I can get past this latest spate of problems and get my Department Heads trained on troubleshooting and contacting vendors, then I will have finally gotten us to a sustainable technological infrastructure that provides quality service to the community.

Grutzmacher Collection Timeline – where are we now?

- 1) Acquire insurance – done
- 2) Create extended loan agreement with Historical Society – Library Board will review red-lined agreement from attorney April 20; if approved, will pass it on to Historical Society for review and adoption
- 3) Conduct inventory of entire collection – Jeff Vanevenhoven has donated 11 hours of time so far in organizing and photographing the part of the collection in the basement. I have spent 6 hours directly assisting. The items are being transferred from their old Tupperware containers into metal boxes. Even stone artifacts should be stored in inert metal so they don't get damaged by plastic leaching from their containers. These efforts will not only prolong the life and integrity of these artifacts, but they also are now easier to move, store, and find.
- 4) Identify NAGPRA – Conducted Zoom call with Jan Bernstein and her associate. She is willing to work with the Library Board on the NAGPRA summary process, but urges the Board to determine the ultimate goal of the collection (donate or keep) before beginning this 12-18 monthslong project. Once the NAGPRA summary is complete and released to the Native American tribes, they need to know who to contact with inquiries

and she suggests that the collection doesn't change hands after that so as to not confuse the tribes on who to contact.

- 5) Conduct at least first part of NAGPRA on any items that need it – not started
- 6) Donate collection – not started

Circulation (Emily Ceithamer)

In circulation in the last month we have been working on communicating as a team and adapting to new changes. Our communication board is up for everyone on our team. We have weekly and monthly topics posted for everyone to learn about new things or refreshers on topics. Our current weekly topic is talking about the credit card convenience fee, which started April 4, and our monthly topic is talking about providing excellent customer service. Abby and I had a meeting with Shawn Carlson from Bridges who answered questions about Polaris and helped by answering some questions I had regarding patron records and notifications. We are focusing on cleaning up records and making sure patrons are getting every notification, so this meeting really helped me learn more about the process.

Children's Department (Jane DeAngelis)

On a recent outreach visit to Clarendon Avenue Elementary School, about 70 children and their adults enjoyed books read aloud including *Is Everyone Ready for Fun* by Jan Thomas, *Hamsters Make Terrible Roommates* by Cheryl B. Klein, and *Off-Limits* by Helen Yoon. Each session was wrapped up with a rousing rendition of the song "Herman the Worm".

Beanstack Reading Challenge: Spring into Reading. Put some spring in your step and get reading by participating in a Beanstack reading challenge! Log your reading to earn colorful badges all month long. Ready, set, bloom! Event runs from April 1-30, 2022. Open to all ages. Register at <https://mukwonagolibrary.beanstack.org/>

Contests: Name that Baseball Legend for a chance to win a bobblehead. Earthworm In-library Scavenger Hunt, complete and earn a free book from the Youth Prize Book Collection.

Reference and Adult Services (Chris Stape)

We had a "March Madness Tournament of Literary Characters" contest where patrons were given a bracket (like the basketball March Madness) populated with famous literary characters. They chose their favorites and determined a champ. Hermione Granger beat out the shark from Jaws to take the gold. Adult Bingo continues to grow. I may start another session of Bingo (two per month) in June for SLP.

March was the start of our "Spice of the Month Club." It went very well. 51 kits were taken before we ran out of spice. The new spice came out April 1st and in three hours about 15 kits have already been taken. The Seed Library also opened in March. Seeds are flying out of the library, but several patrons have donated seeds which helps a lot. The Sandwich Sisters food truck will be coming back regularly each week during nice weather which is great way to draw people into the library. The Memory Lab has seen quite a lot of use lately. I suspect that will

only increase once we reconfigure it. All of our "Craft"-type programs--painting, DIY, etc--continue to draw well. There are already waitlists for the upcoming events.

Technical Services and Thingery (Mary Jo Isely)

Over 700 new items were processed and cataloged. The electric guitar & amp were added to the Make Music section of the Thingery and were checked out very shortly after their introduction to the collection. Discover the Ice Age Trail Backpack was added to the Explore Backpack collection, this includes the current Ice Age Trail atlas, guidebook and Garmin eTrex GPS. The Ice Trail Alliance will be speaking for a summer reading program in July-- the Ice Age Trail Backpack will make a great prop and market itself for future checkouts. A Canon Vixia Camcorder is now part of the Memory Lab On-the-Go. Seasonal items were returned to circulation on April 15. The kayaks and paddleboards are tentatively set for May 15-- completely dependent upon weather conditions. Weeding continues in Adult Fiction.

MetaSpace 511 & Technology (Nancy Ayccock)

March has been a busy month for MetaSpace 511 with updates to wall colors inside and outside by the door, new equipment like large screen TVs installed, and staff photographs taken by Lead Innovator Nancy.

1:1 appointments are holding steady, with appointments needing to be made two weeks out due to a lack of available appointment slots. 1:1 appointments are being made for customers to use the laser machine, Cricut Maker machine, 3D Printers, and software programs like Photoshop, Adobe Illustrator, and stop motion animation. Community makers are doing great creative projects and coming back to make more!

Lead Innovator Nancy attended the Clarendon Avenue Elementary School High Interest Day. She worked with 87 students giving them different design and innovation challenges using LEGO bricks and minifigs. Innovators in Residence Interns Kendal and Kelidy continue to create LEGO challenges for youth for LEGO Club. The latest is devising ways to have minifigs escape boxes, reach tall heights, and determine the best design for ziplines. MetaSpace 511 had a fun Art Bots program with a full house to celebrate spring break!

Makerspace 3D Printing Area Champion, Mark, taught the new Intro to 3D Printing Class this month and had a good turn-out with interest for additional classes. Mark provided samples of the inside of 3D printers and 3D prints and a good overview of what 3D printing is and how it works.

There has been a significant increase in the number of Tech Tutor appointments. There is a need for more extended assistance than can be given at the information desk, so the Innovators in Residence Interns and Lead Innovator have been assisting with the requests. For instance, helping a customer who is legally blind be able to read documents.

We received this feedback from a cub scout troop:

I wanted to reach out and thank you for hosting our cub scout troop at the library last week. The kids had a great time! I think the adults also enjoyed the experience; speaking for myself, I thought your activities were creative and interesting. I really appreciate the time and effort you put into our meeting. I think the scouts had a positive and memorable experience :) Thanks again!



Community Engagement Coordinator (Eric Hueimmer)

Thanks to a connection made via the Mukwonago Rotary, Eric was able to meet and tour Linden Grove's Mukwonago facility and finalize a monthly senior facility visit with the director of programming there starting in May 2022 to bring books, audiobooks, and videos from the collection.

We have recently seen an increase in patron requests that go beyond the standard support that we can offer. As we still want to support these patron's requests, we are partnering with Bryant & Stratton who is looking for field experience for occupational therapy students. The goal is to create a sort of ad hoc senior center, setting up open hours patrons and members of the community looking for that extended support.

We are working with the Autism Society of Southeastern Wisconsin (ASSEW) to establish programming in Waukesha County for community members or caregivers of people on the autism spectrum. This would be akin to our Memory Cafés but primarily planned and coordinated by ASSEW.

This month, the Teen D&D group will be partnering with the MetaSpace 511 to learn about 3D Printing and how it can be used to enhance their game while giving them some exposure to what our makerspace has to offer. Our Teen Advisory Board (TAB) has its second meeting coming up with additional teens registering and offering direct feedback for what programming, collection, etc. they would like to see more of at the MCL.

April 2 will be the first of the Cultural Showcase Series, where the Mukwonago High School Global Scholar Students have planned and coordinated crafts, food, and activities to inform the community about different cultures throughout the month of April. This will be condensed to specific regions over three Saturdays, with the first one focusing on the Indigenous Peoples of Wisconsin. April 9 will focus on Asia, and April 30 will focus on Southeast Asia & Oceania.

Statistics (see next page)

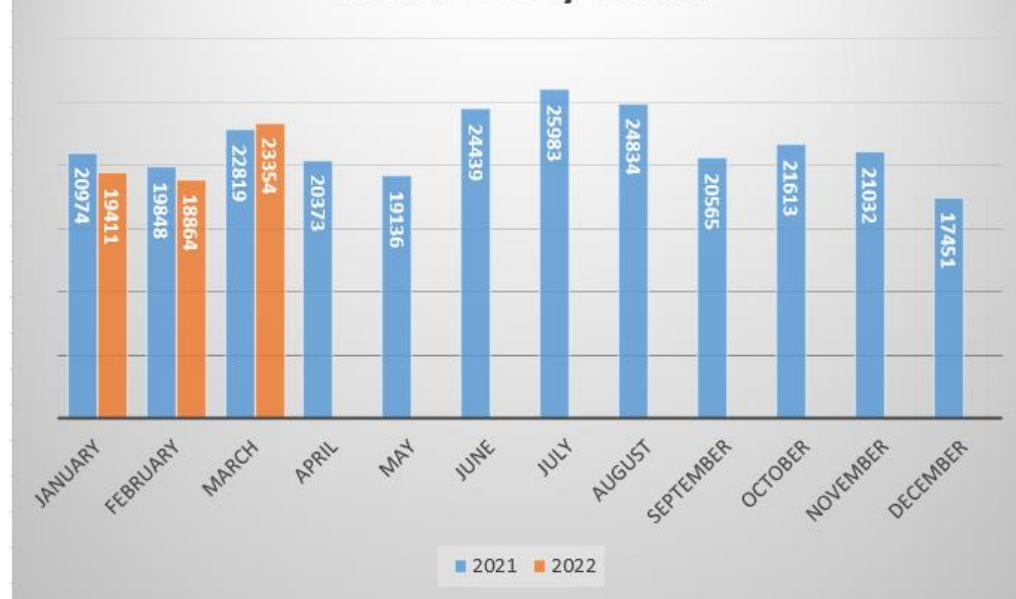
Mukwonago Community Library

STATISTICS MARCH 2022

Circulation					Programming			
Bridges Library System	2022	2021	% to 2021	YR to Date	Type	General	Kids	Teens
Village of Mukwonago	5,992	6,548	-8%	16,066	Friday Flicks	83		
Town of Mukwonago	7,234	6,455	12%	18,893	Adult Art	43		
Eagle	1,349	869	55%	3,053	Book Clubs	24		
Genesee	845	638	32%	1,913	Bingo	24		
North Prairie	1,246	794	57%	3,272	Contests/ Adults	73		
Vernon	1,856	2,150	-14%	5,313	Storytimes		81	
All other Waukesha County	1,320	1,507	-12%	3,127	Shake rattle & Roll		125	
Jefferson County	145	185	-22%	461	Paws to Read		47	
Subtotal Bridges System	19,987	19,146	4%	52,098	Outreach		167	
Other Wisconsin Counties					Contests/ Kids		161	
Milwaukee County	104	62	68%	287	Makerspace Programs	37	39	
Racine County	334	323	3%	882	Spy University		75	
Walworth County	2,909	3,267	-11%	8,273	Teen programs			32
All other Wisconsin Counties	20	21	-5%	89	Totals 49 Programs	284	695	32
Subtotal Wisconsin Counties	3,367	3,673	-8%	9,531	Total Childrens Programs	26		
Total All Counties	23,354	22,819	2%	61,629	Total YA Programs	5		
YTD ALL COUNTIES	61,629	63,641	-3%		Total General Programs	18		

Facility Usage				Subscription Databases & Other Highlights			
	This Year	Last Year	Increase/Decrease		This Year	Last Year	/Decrease
Study Room Users	84	72	16.7%	Flipster (System Wide)	3555	4920	-27.7%
History Room Users	9	20	-55.0%	Overdrive Circulation (Mukwonago)	3036	2804	8.3%
Computer Usage	n/a	397		Gale Courses Verified (System Wide)	219	134	63.4%
Patron Visits	8,503	6,698	26.9%	Interlibrary Loans Borrower	13	10	30.0%
Curbside Pick Ups	19	48	-60.4%	Interlibrary Loans Lender	35	39	-10.3%
				New Items Added	705	644	9.5%
				New Cards Added	101	49	106.1%

Circulation by Month



PATRON VISITS



■ 2022 ■ 2021

Allowable Cost Worksheet for Waukesha County Libraries - in Bridges Library System

Instructions: Fill out the following financial information as they pertain to prior year actuals and the current year budget. For prior year actual information, please verify that all applicable information matches the reference fields certified in the annual report. For current year adopted budget information, please reflect the numbers adopted by your municipal entity, effective January 1.

Library Name:	Mukwonago			
Description	Annual Report Reference	2021 Actuals (Per Annual Report)	2022 Municipal Adopted Budget	Library Notes or Comments
Revenues				
Local Municipal Library Operating Revenue	Section V, 1 (for 2021) and Section V, 9 (for 2022)	\$464,809	\$474,105	
Home County Operating Revenue	Section V, 2(a)	\$432,780	\$443,227	
Other County Payments for Library Services	Section V, 2(b)	\$93,938	\$122,859	
State Funds (e.g. Innovation & Hoopla Grants)	Section V, 3	\$2,496	\$3,398	
Federal Funds	Section V, 4	\$0	\$0	
Contract Income	Section V, 5	\$0	\$0	
Funds Carried Forward for Operations	Section V, 6	\$0	\$0	
All Other Operating Income	Section V, 7	\$40,446	\$23,500	
Indirect Cost Funding (If applicable and if not already counted in Municipal Operating Revenue)	N/A - Field should match Indirect Cost field in Expenditures listed below			
Total Revenues		\$1,034,469	\$1,067,089	
Expenditures				
Operating Expenditures	Section VI, 6	\$1,033,144	\$1,067,089	
Indirect Costs (If applicable and if not already counted in another field)	N/A - Field should match Indirect Cost Funding in Revenues listed above			
Total Operating Expenditures		\$1,033,144	\$1,067,089	
Library Capital and Debt	Section VII (1 & 2)	\$63,250		
Total Expenditures		\$1,096,394	\$1,067,089	

The information listed above is a correct statement of the Library's spending for 2021 actuals and 2022 budget. Please provide any additional comments in the box below.

Board President

Date

Library Director

Date



COMMERCIAL SALES AGREEMENT

TOWN NO.
0057-MILWAUKEE, WI

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-6NLQSQV

DATE: 3/7/2022

Johnson Controls Security Solutions LLC ("Johnson Controls")

Joshua Kucaj
12000 West Wirth Street,
Wauwatosa, WI 53222
Tele. No. (703) 317-4293

Mukwonago Community Library

d/b/a:
("Customer")

Customer Billing Information

511 Division St,
Mukwonago, WI 53149
Attn:
Tele. No.

Customer Premises Served

511 Division St,
Mukwonago, WI 53149
Attn:
Tele. No. (262) 363-6411

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

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

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

II. CHARGES AND FEES; TAXES: a. Equipment Installation. Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the Installation Deposit Amount set forth in the Scope of Work/Schedule of Protection. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

b. Services. Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) **Quarterly** basis plus applicable Taxes for 3 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. After the Initial Term this Agreement shall automatically renew on a(n) **Annual** basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and may increase prices upon notice to Customer to reflect increases in material and labor costs. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. In addition, prices for Equipment covered by this Agreement may be adjusted by Johnson Controls, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Johnson Control's proposal or quotation, to reflect any increase in Johnson Controls' cost of raw materials (e.g., steel, aluminum) inability to secure Equipment, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination **90%** of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

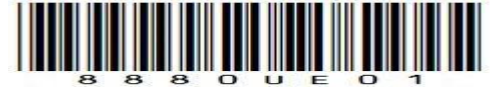
c. Other Charges. Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

d. Invoicing. Invoices are due upon receipt unless otherwise specified on the invoice. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

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

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

[Signature Follow on Next Page]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0057-MILWAUKEE, WI

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-6NLQSQV

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

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

CUSTOMER: _____

Presented by: Josh Kucaj
(Signature of Johnson Controls Sales Representative)

Sales Agent: Joshua Kucaj
Sales Representative Registration Number (if applicable): _____

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

(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER APPROVAL:

Please check the applicable box indicating Customer Purchase Order (PO) Requirements:

☐ No PO Required ☐ Single PO Required for Initial Term ☐ Annual PO Required ☐ ANSC PO Required Yearly

ANSC = Annual Service Charge

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**COMMERCIAL SALES AGREEMENT**TOWN NO.
0057-MILWAUKEE, WI

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-6NLQSQV**SCOPE OF WORK / SCHEDULE OF PROTECTION**

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

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

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	No Service Selected
Video Equipment:	No Service Selected
Maintenance Service Plan; Preventive Maintenance/Inspection:	Expert Maintenance PROVIDED / Inspections NOT PROVIDED
Additional Services:	Hosted Access Service PROVIDED

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

Qty	Product Name	Location
1	This item identifies the estimate as part of the Tech Refresh and Upgrade Replacement of Older Tech	
1	AS NOW INSTALLED:	
2	Kantech Controllers	
1	KT1	
2	Power Supplies	
9	Readers	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$0.00
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$0.00
Installation Deposit Amount:	\$0.00

2. Annual Service Charge:

Annual Service Charge Amount:	\$2,329.61
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$2,329.61

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

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

Contact Information: Cathryn Kim ckim@mukcom.lib.wi.us
System Operation: Maintenance coverage for existing equipment as now installed
Programming Info: NA
Site Conditions: Library building
Existing Equipment: Maintenance coverage for existing equipment as now installed
Customer Expectations: NA
Training Expectations: NA
General Comments: NA
Customer Responsibilities / Johnson Controls Exclusions: NA

Documentation Needs: Authorization of renewal agreement

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.10. Hosted Access. Customer may use the service to help control access to its facilities through Johnson Controls' web-based portal. Additional details may be found on <https://hostedaccess.johnsoncontrols.com>

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

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

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

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

A.14. Software Support Services. If Software Support Services ("SSS") are purchased they will be provided on licensed software titles expressly identified in this agreement, (the "Covered Software"). Support Conditions. SSS for Covered Software are subject to the following conditions ("Support Conditions"): (a) Johnson Controls' receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor ("Licensor"); (c) Customer's use of Covered Software is in accordance with the end user license agreement ("EULA") between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a "Problem"), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer's network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer's failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls' discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer's system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer ("OEM") and/or Licensor (collectively, also referred to as an "Johnson Controls Supplier") has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer's request, on a time and materials basis at Johnson Controls' then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services ("ESS") are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls' then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges ("Reinstatement Fee") at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any

systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.36. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

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

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

Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

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

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

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

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

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

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Johnson Controls nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls or its suppliers to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls and its suppliers arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls and/or one or more of its suppliers are found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, the liability of Johnson Controls and its suppliers shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' or its suppliers' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' or its suppliers' performance or nonperformance of their respective obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls or its suppliers in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls and its suppliers harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

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

provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Failure to pay amounts when due is a material breach of this Agreement and shall give Johnson Controls, in addition to any other available remedies, the right to stop performing any Services and/or withhold further delivery of Equipment and other materials, terminate or suspend any software licenses, and/or terminate this Agreement and to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

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

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

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property. 8. COVID-19 Vaccination. Johnson Controls expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Johnson Controls' personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Johnson Controls' personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Johnson Controls.

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

K. Force Majeure. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power

outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

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

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

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

Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable SOW, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable SOW. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Invoices are due upon receipt unless otherwise specified on the invoice. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

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

O. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act. ©2020 JOHNSON CONTROLS. All rights reserved.



COMMERCIAL SALES AGREEMENT

TOWN NO.
0057-MILWAUKEE, WI

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-6NLQSQV

ADDITIONAL TERMS AND CONDITIONS

DATE: 3/7/2022

Johnson Controls Security Solutions LLC ("Johnson Controls")

Joshua Kucaj
12000 West Wirth Street,
Wauwatosa, WI 53222
Tele. No. (703) 317-4293

Mukwonago Community Library
d/b/a:
("Customer")
Customer Billing Information
511 Division St,
Mukwonago, WI 53149
Attn:
Tele. No.

Customer Premises Served
511 Division St,
Mukwonago, WI 53149
Attn:
Tele. No. (262) 363-6411

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

Terms and Conditions

Annual Service Charge – Initial Term. Johnson Controls agrees to honor the Annual Service Charge for Monitoring Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

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

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: Josh Kucaj
(Signature of Johnson Controls Sales Representative)

Sales Agent: **Joshua Kucaj**

Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

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

(Name Printed)

Title: _____

Date Signed: _____



COMMERCIAL SALES AGREEMENT

TOWN NO.
0057-MILWAUKEE, WI

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-6NK05US

DATE: 3/7/2022

Johnson Controls Security Solutions LLC ("Johnson Controls")

Joshua Kucaj
12000 West Wirth Street,
Wauwatosa, WI 53222
Tele. No. (703) 317-4293

Mukwonago Community Library

d/b/a:
("Customer")

Customer Billing Information

511 Division St,
Mukwonago, WI 53149
Attn:
Tele. No.

Customer Premises Served

511 Division St,
Mukwonago, WI 53149
Attn:
Tele. No. (262) 363-6411

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

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

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

II. CHARGES AND FEES; TAXES: a. Equipment Installation. Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the Installation Deposit Amount set forth in the Scope of Work/Schedule of Protection. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

b. Services. Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) **Quarterly** basis plus applicable Taxes for 3 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. After the Initial Term this Agreement shall automatically renew on a(n) **Annual** basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and may increase prices upon notice to Customer to reflect increases in material and labor costs. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. In addition, prices for Equipment covered by this Agreement may be adjusted by Johnson Controls, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Johnson Control's proposal or quotation, to reflect any increase in Johnson Controls' cost of raw materials (e.g., steel, aluminum) inability to secure Equipment, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination **90%** of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

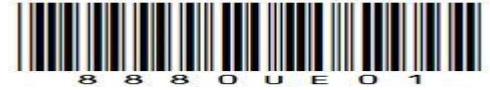
c. Other Charges. Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

d. Invoicing. Invoices are due upon receipt unless otherwise specified on the invoice. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

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

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

[Signature Follow on Next Page]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0057-MILWAUKEE, WI

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-6NK05US

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

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

CUSTOMER: _____

Presented by: Josh Kucaj
(Signature of Johnson Controls Sales Representative)

Sales Agent: Joshua Kucaj
Sales Representative Registration Number (if applicable): _____

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

(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER APPROVAL:

Please check the applicable box indicating Customer Purchase Order (PO) Requirements:

☐ No PO Required ☐ Single PO Required for Initial Term ☐ Annual PO Required ☐ ANSC PO Required Yearly

ANSC = Annual Service Charge

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**COMMERCIAL SALES AGREEMENT**TOWN NO.
0057-MILWAUKEE, WI

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-6NK05US**SCOPE OF WORK / SCHEDULE OF PROTECTION**

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

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

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:

Video Surveillance Services:

Managed Access Control Services:

Video Equipment:

Maintenance Service Plan; Preventive Maintenance/Inspection:

Additional Services:

Burglar Alarm Monitoring PROVIDED, Sole Path Cellular Daily Timer Test Services PROVIDED**No Service Selected****No Service Selected****No Service Selected****Expert Maintenance PROVIDED / Inspections NOT PROVIDED**

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

Qty	Product Name	Location
1	This item identifies the estimate as part of the Tech Refresh and Upgrade Replacement of Older Tech	
1	Renewal of services for equipment as now installed and operational	
1	AS NOW INSTALLED:	
1	Vista alarm control panel with keypad	
1	cellular communicator	
9	door contacts	
9	motion detectors	
2	glass breaks	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$0.00
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$0.00
Installation Deposit Amount:	\$0.00

2. Annual Service Charge:

Annual Service Charge Amount:	\$905.44
* Estimated Tax(es):	\$49.80
TOTAL ANNUAL SERVICE CHARGE:	\$955.24

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

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

Contact Information: Cathryn Kim

System Operation: Renewal of services for equipment as now installed.

Programming Info: No programming required or included

Site Conditions: Library building.

Existing Equipment: Monitoring, Maintenance and cell service for existing equipment as now installed

Customer Expectations: NA
Training Expectations: No training required or included
General Comments: NA
Customer Responsibilities / Johnson Controls Exclusions: NA
Documentation Needs: Authorization of renewal agreement

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

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

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

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

A.3.2 Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless

Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.14. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.

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

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

A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.36. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a

separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

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

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

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

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

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

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

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

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Johnson Controls nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls or its suppliers to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls and its suppliers arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls and/or one or more of its suppliers are found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, the liability of Johnson Controls and its suppliers shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' or its suppliers' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls

may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' or its suppliers' performance or nonperformance of their respective obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls or its suppliers in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls and its suppliers harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

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

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Failure to pay amounts when due is a material breach of this Agreement and shall give Johnson Controls, in addition to any other available remedies, the right to stop performing any Services and/or withhold further delivery of Equipment and other materials, terminate or suspend any software licenses, and/or terminate this Agreement and to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

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

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

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property. 8. COVID-19 Vaccination. Johnson Controls expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Johnson Controls' personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Johnson Controls' personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Johnson Controls.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create

any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

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

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

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

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

Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable SOW, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable SOW. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Invoices are due upon receipt unless otherwise specified on the invoice. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

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

O. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act. ©2020 JOHNSON CONTROLS. All rights reserved.



COMMERCIAL SALES AGREEMENT

TOWN NO.
0057-MILWAUKEE, WI

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-6NK05US

ADDITIONAL TERMS AND CONDITIONS

DATE: 3/7/2022

Johnson Controls Security Solutions LLC ("Johnson Controls")

Joshua Kucaj
12000 West Wirth Street,
Wauwatosa, WI 53222
Tele. No. (703) 317-4293

Mukwonago Community Library
d/b/a:
("Customer")
Customer Billing Information
511 Division St,
Mukwonago, WI 53149
Attn:
Tele. No.

Customer Premises Serviced
511 Division St,
Mukwonago, WI 53149
Attn:
Tele. No. (262) 363-6411

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

Terms and Conditions

Annual Service Charge – Initial Term. Johnson Controls agrees to honor the Annual Service Charge for Monitoring Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

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

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: Josh Kucaj
(Signature of Johnson Controls Sales Representative)

Sales Agent: **Joshua Kucaj**
Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

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

(Name Printed)

Title: _____

Date Signed: _____



COMMERCIAL SALES AGREEMENT

TOWN NO.
0057-MILWAUKEE, WI

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-6NLY7QT

DATE: 3/7/2022

Johnson Controls Security Solutions LLC ("Johnson Controls")

Joshua Kucaj
12000 West Wirth Street,
Wauwatosa, WI 53222
Tele. No. (703) 317-4293

Mukwonago Community Library

d/b/a:
("Customer")

Customer Billing Information

511 Division St,
Mukwonago, WI 53149
Attn:
Tele. No.

Customer Premises Served

511 Division St,
Mukwonago, WI 53149
Attn:
Tele. No. (262) 363-6411

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

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

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

II. CHARGES AND FEES; TAXES: a. Equipment Installation. Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the Installation Deposit Amount set forth in the Scope of Work/Schedule of Protection. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

b. Services. Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) **Quarterly** basis plus applicable Taxes for 3 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. After the Initial Term this Agreement shall automatically renew on a(n) **Annual** basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and may increase prices upon notice to Customer to reflect increases in material and labor costs. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. In addition, prices for Equipment covered by this Agreement may be adjusted by Johnson Controls, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Johnson Control's proposal or quotation, to reflect any increase in Johnson Controls' cost of raw materials (e.g., steel, aluminum) inability to secure Equipment, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination **90%** of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

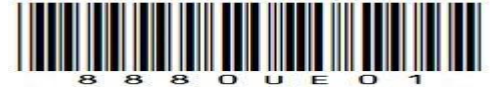
c. Other Charges. Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

d. Invoicing. Invoices are due upon receipt unless otherwise specified on the invoice. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

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

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

[Signature Follow on Next Page]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0057-MILWAUKEE, WI

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-6NLY7QT

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

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

CUSTOMER: _____

Presented by: Josh Kucaj
(Signature of Johnson Controls Sales Representative)

Sales Agent: Joshua Kucaj
Sales Representative Registration Number (if applicable): _____

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

(Name Printed)

Title: _____

Date Signed: _____

CUSTOMER APPROVAL:

Please check the applicable box indicating Customer Purchase Order (PO) Requirements:

☐ No PO Required ☐ Single PO Required for Initial Term ☐ Annual PO Required ☐ ANSC PO Required Yearly

ANSC = Annual Service Charge

[Remainder of Page Left Intentionally Blank]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0057-MILWAUKEE, WI

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-6NLY7QT

SCOPE OF WORK / SCHEDULE OF PROTECTION

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

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

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	No Service Selected
Video Equipment:	Closed Circuit Television PROVIDED
Maintenance Service Plan; Preventive Maintenance/Inspection:	Essential Maintenance PROVIDED
Additional Services:	No Service Selected

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

Qty	Product Name	Location
1	This item identifies the estimate as part of the Tech Refresh and Upgrade Replacement of Older Tech	
1	Avigilon Server	
1	Network Switch	
4	Exterior camera	
16	Interior camera	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount:	\$0.00
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$0.00
Installation Deposit Amount:	\$0.00

2. Annual Service Charge:

Annual Service Charge Amount:	\$3,733.11
* Estimated Tax(es):	\$205.32
TOTAL ANNUAL SERVICE CHARGE:	\$3,938.43

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

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

Contact Information: Cathryn Kim
System Operation: Renewal of services for equipment as now installed and operational
Programming Info: No programming included or required
Site Conditions: Library building
Existing Equipment: Maintenance coverage for existing equipment as now installed
Customer Expectations: NA
Training Expectations: No training included or required
General Comments: NA
Customer Responsibilities / Johnson Controls Exclusions: NA
Documentation Needs: Authorization of renewal agreement

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

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

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

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

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

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

A.3.4 Essential Maintenance Service Plan ("Essential Maintenance"). If Customer selects Essential Maintenance, Customer shall bear the expense of any labor, parts, components, materials and/or equipment required to maintain/repair the covered Equipment for issues not covered by the Warranty set forth herein. Customer shall pay for such labor and/or materials for such work at Johnson Controls' then applicable rates. Essential Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Essential Maintenance performed outside of these hours is subject to additional charges.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.14. Software Support Services. If Software Support Services ("SSS") are purchased they will be provided on licensed software titles expressly identified in this agreement, (the "Covered Software"). Support Conditions. SSS for Covered Software are subject to the following conditions ("Support Conditions"): (a) Johnson Controls' receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor ("Licensor"); (c) Customer's use of Covered Software is in accordance with the end user license agreement ("EULA") between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a "Problem"), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer's network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer's failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls' discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer's system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer ("OEM") and/or Licensor (collectively, also referred to as an "Johnson Controls Supplier") has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer's request, on a time and materials basis at Johnson Controls' then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services ("ESS") are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls' then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges ("Reinstatement Fee") at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.

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

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.
A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.
A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.
A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.
A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.
A.21. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Tyco does not recommend, endorse, or render an opinion, legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Tyco is relying on Customer's representations and agreements set forth herein and that the warranty, limitation of liability, limitation of action, release, third party indemnity, and other terms, limitations, restrictions, and conditions set forth in the Agreement shall fully apply.
A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.
A.23. Automated Notification. Intentionally left blank - Services have not been purchased.
A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased
A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.
A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.
A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.
A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.
A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.
A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.
A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.
A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.
A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.
A.32. Embedded Resource Services. Intentionally left blank - Service have not been purchased.
A.33. Open Path System. Intentionally left blank - System or Service have not been purchased.
A.34 Open Eye Cloud Video Platform ("Open Eye Services"). Intentionally left blank - System or Service have not been purchased.
A.35 Sabre Systems Services. Intentionally left blank - System or Service have not been purchased.
A.36. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.
B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.
3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.
4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.
C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration.

Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

7. Closed Circuit Television ("CCTV")/Video Equipment. (a) System Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s); (ii) any required 110 AC power supply; and (iii) appropriate space for monitors. (b) Audio Monitoring/Recording. Customer's decision to install video equipment with audio recording and/or monitoring capability ("Video with Audio") is based solely on Customer's own independent business judgment, without any involvement or approval of Johnson Controls. Certain laws may limit or preclude the use of Video with Audio. By installing Video with Audio in Customer's premises, Customer accepts the responsibility of knowing and fully complying with all applicable laws, including but not limited to all requirements that clear and conspicuous notice be posted in Customer's premises warning of Customer's use of audio recording and/or monitoring equipment on its premises.

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

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

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

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

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

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Failure to pay amounts when due is a material breach of this Agreement and shall give Johnson Controls, in addition to any other available remedies, the right to stop performing any Services and/or withhold further delivery of Equipment and other materials, terminate or suspend any software licenses, and/or terminate this Agreement and to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

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

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

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property. 8. COVID-19 Vaccination. Johnson Controls expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Johnson Controls' personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Johnson Controls' personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Johnson Controls.

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

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

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

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

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

Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable SOW, the following terms apply to Software that is provided to Customer on a

subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable SOW. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Invoices are due upon receipt unless otherwise specified on the invoice. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

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

O. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0057-MILWAUKEE, WI

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-6NLY7QT

ADDITIONAL TERMS AND CONDITIONS

DATE: 3/7/2022

Johnson Controls Security Solutions LLC ("Johnson Controls")

Joshua Kucaj
12000 West Wirth Street,
Wauwatosa, WI 53222
Tele. No. (703) 317-4293

Mukwonago Community Library

d/b/a:
("Customer")

Customer Billing Information

511 Division St,
Mukwonago, WI 53149
Attn:
Tele. No.

Customer Premises Served

511 Division St,
Mukwonago, WI 53149
Attn:
Tele. No. (262) 363-6411

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

Terms and Conditions

Annual Service Charge – Initial Term. Johnson Controls agrees to honor the Annual Service Charge for Monitoring Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

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

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: Josh Kucaj
(Signature of Johnson Controls Sales Representative)

Sales Agent: **Joshua Kucaj**

Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

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

(Name Printed)

Title: _____

Date Signed: _____



ROMAN ELECTRIC CO., INC.
Plumbing, Heating and Cooling
VALUE • INTEGRITY • INNOVATION



March 30, 2022

Mukwonago Community Library
511 Division Street
Mukwonago, WI 53149

Attn: Cathryn Kim

Re: Exterior Storage Locker Power

Ms. Kim,

Thank you for considering Roman Electric to service your electrical needs. We propose to furnish labor and material in first class workmanship according to the following specifications:

Inclusions:

- Provide and install raceway, wiring and terminations for 120v circuit to exterior of the building for a storage locker
- Provide data line for storage locker

For the above work, we quote the sum of: **\$1,720.00**
..... **Price includes Use Tax on Materials

Exclusions:

- Payment or performance bond
- Sales tax if applicable
- Dumpster, patching or painting
- Premium time, including 2nd and 3rd shift, weekends and national holidays.
- Correction of pre-existing building and/or additional electrical code violations.
- *****No electrical work on energized circuits. Required temporary power interruption. Duration and time of outage shall be coordinated with Owners prior to commencement of work.***

General Conditions:

- The contractor shall not be liable for unforeseen corrections sited by the Authority Having Jurisdiction (AHJ).
- The contractor shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.
- Equipment and materials supplied by the contractor are warranted only to the extent that the same are warranted by the manufacturer.
- The contractor shall not be liable for indirect loss or damage.
- Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.

ROMAN ELECTRIC CO., INC.

- If a formal contract is required, its conditions must not deviate from this proposal without our permission and will incur additional cost for processing.
- Any conditions (verbal or written) expressed or implied elsewhere, which are contrary to these conditions shall be null and void.

Your approval is required within 20 days from the date of receipt. This estimate covers direct costs of work described in the above scope and we reserve the right to claim for impact and consequential costs as well as the right to correct this estimate for errors and omissions.

If the above terms are acceptable, please sign, date and return this document to me via email or fax, listed below my signature. As always, should there be any further questions, please do not hesitate to call me. We value our relationships and look forward to working with you on this or any future project you might have.

Sincerely,

ROMAN ELECTRIC CO., INC.

Accepted by:



Phil Hansen, *Project Manager*
Commercial Service
Direct: 414-615-1388
Cell: 414-349-5881
Fax: 414-471-8693
philh@romanelectric.com

Name

Date

March 18, 2022

Ms. Cathryn Kim
Mukwonago Community Library
511 Division Street
Mukwonago, Wisconsin, 53149
e: ckim@mukcom.lib.wi.us

**Re: Mukwonago Library VFD Recontrol
Controls Proposal**

Dear Ms. Kim:

We are pleased to provide our proposal for the above referenced project. We include the following:

- Rewire the existing controller so that the boiler outputs are on DOs and wire the VFDs to the AOs
- Install conduit and wire where necessary to (2) VFD's
- Reprogram the controller for the new sequence
- Test and tune new program
- Update Drawings to match changes to the system

Our price for this work is **\$4,113.00**

Not included in the above proposal

- Factory start-up of equipment, will be present at startup to ensure proper communication
- VFD's, starters, and disconnects will be provided by others
- Line voltage work
- Control dampers provided by others
- Fire/smoke dampers, duct detectors, associated components, and wiring by others
- Liability and warranty for existing equipment to remain
- Cutting, Patching, painting, roofing work, ceiling rework or access doors
- Fiscal responsibility for consequential and liquidated Damages
- Waiver of Subrogation is not implied or included unless listed in the scope of work
- Permits, fees, performance bonds or payment bonds unless listed in the scope of work
- Premium Time

This proposal is based on work being performed during normal working hours unless otherwise noted above. Normal working hours are between 7:00 a.m. and 4:30 p.m., Monday through Friday. Our price is subject to review and possible change after thirty (30) days.

This proposal, including but not limited to pricing and schedule, is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the coronavirus. This proposal is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract/subcontract, that any (i) schedule issues (including, but not limited to, delay, acceleration, compression, interference, hindrance), (ii) overtime hours or added resources to perform work, (iii) shortages (whether as to labor, subcontracted services, materials, or supplies), (iv) change orders, extra work, or extra costs, or (v) inefficiency and impacts relating to the foregoing, that arise as a result of the COVID-19 pandemic or coronavirus will entitle contractor to a change order equitably addressing impacts to its time for performance and costs.

We thank you for the opportunity to provide you with this proposal and look forward to working with you on this project. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Nathan Bergemann

Nathan Bergemann
Controls Superintendent
EMCOR Services Integrated Solutions
Direct: 414.431.7156
Nate_Bergemann@emcorgroup.com

NB/sr

This Proposal Accepted By:

(Signature)

(Date)

(P.O. Number)



Board of Trustee 2022 Strategic Planning and SWOT Discussion

Choosing the right direction for the future of The Mukwonago Community Library can be a daunting task. Should you expand? Is your staff engaged with the Library and the Communities you serve? How can you build your Library Card base?

These questions and more can be addressed by performing a Board Trustee SWOT analysis as part of the Mukwonago Community Library's Strategic Planning Process.

This simple strategic planning technique can help you identify what the MCL is doing well, what it needs to improve, where it needs to grow, and what could be its undoing.

What is a SWOT Analysis

SWOT stands for Strengths, Weaknesses, Opportunities, and Threats. Taking a deep look into your Library by examining these four elements will provide you with an overview of the health of the Library. Your strengths and opportunities offer avenues for the Library to flourish, while your weaknesses and threats can inspire improvement and help you recognize emerging problems.

How to Get Started with a SWOT Analysis

The most vital step in conducting your Board Trustee SWOT analysis is determining what your strengths, weaknesses, opportunities, and threats are, but sometimes they can be hard to narrow down.

Here are some questions you can ask yourself during your SWOT analysis:

- Does our Library have a well-known brand? What is that brand?
- What complaints do I often hear from our patrons or citizens?
- How does local, state and national government affect the Library?
- How is our communication? Both internal and external.
- Other

Look at external factors, such as the population movement, what other libraries may have an impact, etc. Taking these factors into consideration will help you conduct a thorough SWOT analysis.

Growth opportunities may not always be obvious. Sometimes the answer isn't to expand. Sometimes, growth comes from expanding on smaller initiatives like staff training, investing in tools to help your staff's productivity. Focusing on SWOT areas will allow you to get to the bottom of trouble spots and give your Library the best opportunity for improvement and growth.

Don't think of your SWOT analysis as a re-brand or a remodel for your Library. Think of it as checking the route on a map. A Strategic Plan is a road map. It takes the Library from 'this is where we are' to 'where do we want to be'. Your Goals and Objectives are the roads to take.

We conduct a SWOT analysis to correct or stay the course.

MUKWONAGO RED BRICK MUSEUM

Redlined revisions from Attorneys Blum and Gralinski

March 31, 2022

Loan Number: _____

This Loan Agreement is the entire Loan Agreement between the Mukwonago Historical Society & Museum (MHSM) and Mukwonago Community Library Board of Trustees, and shall supersede any previous Loan Agreement between these two parties whether in writing or otherwise, unless expressly provided for herein. Any modification to this Agreement shall only be effective if accomplished by written consent of both parties.

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The Mukwonago Community Library Board of Trustees is the owner of the items listed in the Inventory of Objects. The parties acknowledge that MHSM has been, prior to the undersigned date, in physical possession of the items listed in the Inventory of Objects. The parties further acknowledge and agree that the purpose of this Agreement is to codify the rights and obligations of each party with respect to all loaned items.

DEFINITIONS

1. Mukwonago Historical Society & Museum shall be referred in this document as "MHSM" or "Borrower" and for whom the Loan Agreement is being carried out and shall include its legal representatives, successors, and assignees.
2. The Mukwonago Community Library Board of Trustees, their representatives, successors, and assignees, shall be referred in this document as "Library" or "Lender".
3. "Items", "objects" or "materials" constitute the artifacts and archival material listed on the Inventory of Objects.

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Lender:

Organization: _____

Contact at: Organization: _____

Phone: _____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Purpose of Loan:

Exhibit Title: _____

Loan Period: A period of one (1) year commencing on the undersigned date.

Redlined revisions from Attorneys Blum and Gralinski

March 31, 2022

INVENTORY OF OBJECTS

ID Number	Detailed Description	Value
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Add spreadsheet of inventory appraisal

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CONDITIONS GOVERNING INCOMING LOAN

PRESERVATION, CONSERVATION, CARE, AND EXHIBITION

1. Mukwonago Historical Society & Museum, hereafter MHSM, will give borrowed items the same care as it does comparable property of its own. MHSM shall take reasonable precautions to protect items from fire, theft, loss, mishandling, dirt, insects, and extremes of light, temperature, and humidity while in MHSM possession.
2. MHSM retains the right to determine if, when, and how long borrowed items will be exhibited.
3. Either party may cancel this Agreement upon thirty (30) days' notice to the other party.
4. The term of this Agreement shall be one (1) year from the undersigned date. No later than thirty (30) days prior to the expiration of the Agreement's term, the Parties shall review the terms of this Agreement and shall undertake all reasonable, good faith efforts to enter into a new, successive loan or donation agreement, as the case may be, prior to or upon the expiration of this Agreement's term.
5. MHSM has the right to photograph and/or scan loaned items and use these images for exhibition, research, or promotional purposes. General public may take photographs using non-flash photography and video for non-commercial use. Lender will assist in obtaining copyright clearance, including payment of applicable fees, for use of proprietary material. Notwithstanding the foregoing, Lender shall not be liable for any fees related to copyright clearances obtained prior to the date of this Agreement.
6. The Lender may view the borrowed items upon request provided that MHSM is given five (5) days' notice prior to any viewing. Items cannot be removed from the museum premises without Lender's prior written permission, until the completion of the Loan Agreement.
7. The parties acknowledge long term exhibition of material can be damaging and, regular conservation assessment and treatments must occur to mitigate deterioration effects. MSHM, only with the prior written consent of Lender which shall not be unreasonably withheld, may, engage the services of a professional conservator for conservation assessment and treatment purposes. The Lender is responsible for the cost of conservation assessment and treatment of materials during the loan period. Notwithstanding the foregoing, Lender shall not be liable for any costs or fees associated with any work ordered by the MHSM, pursuant to this paragraph, prior to the date of this Agreement.
8. The parties acknowledge that MHSM has been in possession of the loaned items prior to the effective date of this Agreement. As such, the parties agree that the loaned items will remain in the possession of MHSM, per the terms of this Agreement, in an "as-is, where-is" condition.
9. Except as otherwise provided in this Agreement, the Lender retains all other rights with respect to the loaned items. MHSM shall take no action with respect to the items without the prior written consent of the Lender, unless otherwise authorized by this Agreement.

INSURANCE

1. Lender (Mukwonago Community Library Board of Trustees) shall obtain applicable insurance coverage for the loaned items in the amount determined by an appraisal of the loaned items. Document). An appraisal of the material must be conducted by a qualified

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The items will be shipped via

_____ to MHSM.¶

The Lender certifies that the items lent are in such condition as to withstand ordinary strains of packing, transportation, and handling. If the Lender fails to send a written report, including photo documentation, detailing the condition of loan items prior to shipment, MHSM will not be held responsible for damage claimed to have occurred during transportation unless documentation of prior condition exists.¶ Costs of packing and transportation to and from MHSM will be borne by the Lender. The method of shipment must be agreed upon by both parties.¶

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Redlined revisions from Attorneys Blum and Gralinski

March 31, 2022

appraiser in order to determine the fair market value of the loaned items. The appraisal shall be attached to this Agreement and fully incorporated herein. In order to maintain adequate insurance coverage, any appraisal incorporated in this Agreement must have been completed within ten (10) years of the date of this Agreement.

2. During the loan term, MHSM shall maintain applicable property, risk and liability insurance, at levels and coverages consistent with commercially prevalent standards, related to any premises where the loaned items are stored or displayed by MHSM.
3. Each party shall procure and provide a certificate of insurance, evidencing the policies and coverages required by this section, and provide the certificate of insurance to the other party. Each party agrees to require that the insurer list the other party as an Additional Insured and to provide adequate evidence of said status through the liability insurance endorsement.

RETURN OF LOAN

1. At the end of the loan period stated in this Agreement, or upon termination of the Agreement by either party as provided herein, all loaned items will be returned by MHSM to the Lender of record at the address of record. Upon receipt, the Lender shall review the condition of the returned items and either (1) sign a Receipt for Return of Loaned Materials (Incoming) or (2) provide MHSM written notice of damage to the returned items.
2. It is the responsibility of the Lender or his/her agent to notify MHSM in writing if there is a change in ownership of the items or change in address of the Lender. MHSM reserves the right to require proof of title if there is a change in ownership of said items. The Lender is responsible for paying the increased cost of delivery due to an address change. MHSM assumes no responsibility to search for Lender or owner who cannot be reached at the address of record.
3. If the efforts of MHSM to return borrowed items within a reasonable period following termination of the loan are unsuccessful, MHSM maintains the right to charge storage fees or to dispose of said items in any manner it may elect as allowed by applicable law. After seven years, said items are considered abandoned under 1993 Wisconsin Act 18, Section 171.32 and become the property of MHSM provided MHSM follows the procedures in s. 171.32 to obtain title.

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We have read and agree to the above conditions and certify that we have full authority to enter into this Agreement.

Lender (Authorized Agent)/Title: _____ Date: _____

Borrower (MHSM/Officer)/Title: _____ Date: _____

Redlined revisions from Attorneys Blum and Gralinski

March 31, 2022



Loan Number: _____

This Loan Agreement is the entire Loan Agreement between the Mukwonago Historical Society & Museum (MHSM) and ORGANIZATION and shall supersede any previous Loan Agreements between these two parties whether in writing or otherwise. Any variation shall only be by written consent of both parties.

DEFINITIONS

1. Mukwonago Historical Society & Museum shall be referred in this document as "MHSM" or "Borrower" and for whom the Incoming Loan Agreement is being carried out and shall include its legal representatives, successors, and assignees.
2. ORGANIZATION, their representative, successors, and assignees, shall be referred in this document as ORGANIZATION or "Lender."
3. "Items," "objects" or "materials" constitute the artifacts and archival material listed on the Inventory of Objects.

Lender:

Organization: _____

Contact at Organization: _____

Phone: _____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Purpose of Loan:

Exhibit Title: _____

Loan Period: _____
From (including transport) To (including transport)

INVENTORY OF OBJECTS

ID Number	Detailed Description	Value
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Add spreadsheet of inventory appraisal

CONDITIONS GOVERNING INCOMING LOAN

PRESERVATION, CONSERVATION, CARE, AND EXHIBITION

1. Mukwonago Historical Society & Museum, hereafter MHSM, will give borrowed items the same care as it does comparable property of its own. Precautions will be taken to protect items from fire, theft, loss, mishandling, dirt, insects, and extremes of light, temperature, and humidity while in MHSM possession. Evidence of damage at the time of receipt by MHSM will be reported to the Lender immediately.
2. MHSM retains the right to determine if, when, and how long borrowed items will be exhibited. MHSM retains the right to cancel the loan upon reasonable notice to the Lender.
3. MHSM has the right to photograph and/or scan loaned items and use these images for exhibition, research, or promotional purposes. General public may take photographs using non-flash photography and video for non-commercial use. Lender will assist in obtaining copyright clearance, including payment of applicable fees, for use of proprietary material.
4. The Lender may view the borrowed items upon request provided that MHSM is given five (5) days' notice. Items cannot be removed from the museum premises without lender written permission, until the completion of the loan agreement.
5. Long term exhibition of material can be damaging. Therefore, conservation treatments must occur to mitigate deterioration effects. The Lender gives MHSM permission to engage the services of a professional conservator for treatment purposes. The Lender will cover any conservation work that is necessary to prepare the materials for exhibition. Furthermore, the Lender is responsible for the cost of assessment and treatment of materials during the loan period. The initial assessment must be conducted prior to shipment to MHSM in order to ascertain condition and appraised value for insurance purposes. Regular conservation assessments of materials will be conducted to monitor the health of the material while on exhibit. This assessment will be conducted by an outside conservation specialist at the expense of the Lender. Assessments will be conducted every 10 years.

PACKING AND TRANSPORTATION

1. The items will be shipped via _____ to MHSM.
2. The Lender certifies that the items lent are in such condition as to withstand ordinary strains of packing, transportation, and handling. If the Lender fails to send a written report, including photo documentation, detailing the condition of loan items prior to shipment, MHSM will not be held responsible for damage claimed to have occurred during transportation unless documentation of prior condition exists.
3. Costs of packing and transportation to and from MHSM will be borne by the Lender. The method of shipment must be agreed upon by both parties.

INSURANCE

1. Lender (Mukwonago Public Library Board) will insure the loaned items in the amount specified herein (Attach Appraisal Document), the amount must reflect fair market value. An appraisal of the material must be conducted by a qualified appraiser. The appraisal must

accompany the paperwork for the loan. In order to maintain adequate insurance coverage an appraisal of the material must be conducted every 10 years.

2. MHSM must receive a certificate of insurance naming MHSM as an additional insured or waiving rights of subrogation. If the Lender fails to provide said certificate, this shall constitute a waiver of insurance by the Lender.
3. If insurance is waived by the Lender, this waiver shall constitute the agreement of the Lender to release, indemnify and hold harmless MHSM from any liability for damages to or loss of loaned property.

RETURN OF LOAN

1. At the end of the loan period stated in this agreement, the borrowed items will be returned to the Lender of record at the address of record. The Lender must sign a Receipt for Return of Loaned Materials (Incoming) and return the form to MHSM within thirty days or forfeit any claims for loss or damage.
2. It is the responsibility of the Lender or his/her agent to notify MHSM in writing if there is a change in ownership of the items or change in address of the Lender. MHSM reserves the right to require proof of title if there is a change in ownership of said items. The Lender is responsible for paying the increased cost of delivery due to an address change. MHSM assumes no responsibility to search for Lender or owner who cannot be reached at the address of record.
3. If the efforts of MHSM to return borrowed items within a reasonable period following termination of the loan are unsuccessful, MHSM maintains the right to charge storage fees or to dispose of said items in any manner it may elect. After seven years, said items are considered abandoned under 1993 Wisconsin Act 18, Section 171.32 and become the property of MHSM.

We have read and agree to the above conditions and certify that we have full authority to enter into this agreement.

Lender (Authorized Agent)/Title: _____ Date: _____

Borrower (MHSM Officer)/Title: _____ Date: _____



Bernstein & Associates

NAGPRA Consultants

ESTIMATED COSTS

Technical Assistance

\$120/hour

NAGPRA Training

\$500/hour. Cost of full day and multi-day training is negotiable

- includes standard digital coursepak and PowerPoint

Strategic Plan Development

\$20,000 to \$75,000

- Includes a needs assessment

NAGPRA Consultation/Documentation Grant Proposal Development

\$3,000 - \$10,000

Inventory Provision Implementation

\$2000 - \$15,000 per Inventory/Notice of Inventory Completion

- Includes consultation scheduling, meeting material development, and consultation facilitation
- Consultation documenting, especially recording transcription editing may increase the cost significantly depending on the number of consultations

Disposition of Culturally Unidentifiable ancestors and their belongings

\$2,000 - \$15,000 per Inventory/Notice of Inventory Completion

May include development of Review Committee presentation materials

Summary Development

\$5,000 - \$15,000

- May include distribution of Summaries to Tribes via email

Consultation/Meeting Planning, Facilitation, and Transcription Services

\$240 - \$25,000 per consultation

- Low end would be for virtual consultation with a single Tribe and high end would be for a multi-Tribe, multi-day, in-person consultation



Bernstein & Associates
NAGPRA Consultants

ESTIMATED SCHEDULE

Month One

1. Consultant will set up the project in Dropbox and Wrike (cloud-based project management system).
2. Consultant will invite the Client to share availability for a project kickoff meeting.

Typically, at a minimum, Consultant requires:

- 12 to 18 months to develop a strategic plan
- 1 to 6 months to develop a Summary in compliance with 43 CFR 10.8
- 18 to 24 months to develop an Inventory and publish a Notice of Inventory Completion in compliance with 43 CFR 10.9
- 12 to 18 months to facilitate compliance with 43 CFR 10.11 when a Review Committee presentation is not required
- 6 to 12 months to plan an in-person inter-Tribal consultation

Completion of these tasks depends to a great degree on the availability of others, which may affect the total project schedule and cost:

Client

- Is solely responsible for making cultural affiliation determinations and approving notices of inventory completion and notices of intent to repatriate for publication in the *Federal Register*.
- Client will review and approve correspondence for distribution before Consultant distributes.

Tribes, Native Hawaiian Organization, and Lineal Descendants

- A lack of response from a Tribe is typically not due to a lack of interest but instead due to a lack of capacity. The Consultant will make every effort to move the project forward. But the Consultant cannot force a Tribe to respond.

National NAGPRA Program and Review Committee

- Currently, the National NAGPRA Program takes anywhere from three to five months from when a draft notice is submitted until it is published in the *Federal Register*.
- The Native American Graves Protection and Repatriation Review Committee meets semi-regularly depending on government funding and other variables.
- A client's projects are typically implemented sequentially rather than simultaneously.



Bernstein & Associates
NAGPRA Consultants
CONSULTING SERVICES AGREEMENT

Bernstein & Associates, LLC, DBA Bernstein & Associates NAGPRA Consultants ("Consultant"), located at 1041 N Lafayette Street, Denver, CO 80218 and [insert name] ("Client"), located at [insert address], agree as follows:

ENGAGEMENT

Client engages the Consultant, and the Consultant agrees to perform the services (the "Services") specified below. The Period of Service will begin on [] and will extend to an estimated total time frame of [] (the "Period of Service").

SERVICES

Consultant will: 1) perform all Services required according to reasonable professional standards and 2) devote such time, attention, knowledge, and ability as is necessary to carry out and perform such Services. Except as set forth herein, Client will not be concerned with the particulars of how the Consultant accomplishes the Services.

Consultant will:

1. Conduct a NAGPRA Summary Provision/Inventory Provision needs assessment and report on findings
2. Conduct a NAGPRA needs assessment and develop a strategic plan for implementation

If funding and schedules allows, Consultant will begin to provide Client with technical assistance to:

3. Provide NAGPRA training (via Zoom or another virtual platform)
4. Guest Lecture
5. Provide NAGPRA technical assistance.
6. Establish a data management system and train Client in its use
7. Facilitate compliance with NAGPRA's Summary
8. Facilitate compliance with NAGPRA's Inventory Provision for...
9. Facilitate disposition of culturally unidentifiable human remains and associated funerary objects from...
10. Schedule consultations/meetings
11. Facilitate compliance with NAGPRA's Repatriation Provision for...
12. Develop consultation/meeting materials
13. Facilitate consultations/meetings
14. Document consultations/meetings
15. Develop a NAGPRA Consultation/Documentation grant application package
16. Develop a NAGPRA Repatriation grant application package

Client will:

1. Digitize available documentation.
2. Make the human remains and cultural items accessible for consultation and examination by Indian Tribes.

FEES

In return for the Services rendered during the Period of Service as described above in this Agreement, the Consultant will be compensated in the following manner:

- Client agrees to pay Consultant a fee of \$120 USD per hour not to exceed a maximum of **\$INSERT AMOUNT** USD for this Agreement.
- Payment terms are net 30 from the date of invoice.
- Consultant may charge Client interest on an overdue payment if the payment is at least 45 days overdue. Interest payable may not exceed 8% annual percentage rate on the outstanding balance.
- Client agrees to pay Consultant a fee of five hundred USD (\$500.) per hour for NAGPRA training. Consultant will provide certain training materials free of charge. Client agrees to pay Consultant a fee of one hundred twenty USD (\$120.) per hour for development of additional training materials.
- If Client opts to pay invoices with a Credit card, Client will reimburse Consultant for the credit card processing fees. Currently, fees are 3.4% and .30 per transaction. Fees are subject to change at any time.
- Invoices will be submitted to **[insert name/email address]** no more than monthly for services completed.
- Any adjustments to scope of work, materials, or additional labor will need to be negotiated and agreed upon between both parties in a separate Agreement.
- Client agrees to reimburse Consultant for actual costs associated with travel, including business-class roundtrip airfare, ground transportation (may include airport transfers, a standard-size rental car, and fuel or alternative means of transportation such as ride sharing, taxis, and rail), lodging, meals, and incidentals.

STATUS

In the performance of Services under this Agreement, the Consultant is acting as an independent Consultant and not as an employee or agent of Client. Accordingly, Client will be concerned with the Consultant's satisfactory performance of the Services but, except as set forth herein, not with the particulars of how the Consultant accomplishes those Services.

As an independent Consultant, the Consultant is not eligible for any benefits or liabilities offered to Client employees. In no event will the Consultant represent to any third party that they are authorized to bind Client in any manner or otherwise incur obligations on its behalf.

Client will issue a Form 1099 for all amounts paid to the Consultant. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received pursuant to this Agreement

Unless otherwise stated in the Agreement, Consultant, is responsible for all applicable federal, state, and local taxes and fees.

INSURANCE

Consultant is acting as an independent Consultant during the period of this Agreement and not as an employee or agent of Client. Consultant carries commercial general liability insurance in the amount of at least one million USD (\$1,000,000.00) and may name Client as additional insured and provide Client with a certificate of insurance as proof of such coverage upon request.

TERMINATION

This Agreement will terminate immediately under any of the following situations:

1. Upon written notice by the Consultant to Client in the event of its failure to pay amounts owing to the Consultant within thirty (30) days after the same become due, provided that such failure is not due to the Consultant's noncompliance with this Agreement.
2. Upon written notice by Client to the Consultant if the Consultant fails to perform any of the Services under this Agreement at the time and in the manner required.

3. If the Consultant dies or otherwise becomes disabled and unable to perform the Services as required.

If Client or Consultant terminates this Agreement, Client will be responsible for reimbursing the Consultant for fees and expenses incurred through the date of termination, subject to the terms of the Fees & Expenses Section above.

INDEMNIFICATION

The Client and Consultant agree to indemnify and hold harmless the other's officers, directors, agents, employees, and assigns, from and against any liabilities, obligations, damages, claims, actions, proceedings, losses, costs and expenses (including reasonable attorneys' fees) arising out of, connected with or resulting from the Services to be performed by the Consultant under this Agreement.

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained herein, to the maximum extent permitted by law, in no event will either party be responsible for any incidental, consequential, indirect, special, punitive, or exemplary damages of any kind, including damages for lost goodwill, lost profits, lost business or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, as a result of a breach of any warrant or any other term of the agreement, and regardless of whether a party was advised or had a reason to know of the possibility of such damages in advance.

CONFIDENTIALITY

Parties agree that each will hold in strict confidence all documents, materials, and other information concerning this Agreement, including, but not limited to, the business terms contained herein. Such documents, materials, information, and terms will not be communicated to any third party (other than to Client' and Consultant's subcontractors (Associates), counsel, accountants, or financial advisors). The obligation of each party to treat such documents, materials, information, and terms in confidence applies to any information that is required to be disclosed under applicable law or judicial process, but only to the extent it must be disclosed. Client and Consultant may share images and videos of the work in-process and final product on social media subject to the aforementioned Confidentiality requirements to the Agreement terms.

ASSIGNMENT

This Agreement is limited to the Consultant and the Consultant's subcontractors (Associates). Notwithstanding the foregoing, this Agreement may not be assigned by either party without the prior written consent of the other party.

SEVERABILITY

If there is a final determination that any provision of this Agreement (or any portion thereof) is invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality, and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired; and (ii) to the fullest

extent possible, this Agreement will be construed so as to give effect to the intent manifested by the provision held invalid, illegal, or unenforceable.

FORCE MAJEURE

Neither Client nor Consultant will be deemed to be in breach of this Agreement, or otherwise liable to the other, by delay in performance or non-performance of its obligations to the extent that such delay or non-performance is due to any force majeure of which it has notified the other. Force majeure is defined as any circumstances beyond the reasonable control of Parties, including but without limitation any form of industrial action, an act of nature, an act of governmental or regulatory bodies, default or interferences caused by others, war, pandemic, or other national emergency of which it has notified the other within thirty (30) business days.

WAIVER

This Agreement constitutes the entire agreement between the parties, superseding all other prior or contemporaneous agreements or understandings, oral or written. Any modifications of this Agreement must be in writing, signed by both parties. No waiver of any provision of this Agreement will constitute a waiver of any other provision of this Agreement or a future waiver of the same provision. Any waiver of any provision of this Agreement must be in writing signed by the party purported to have granted such waiver.

LAW TO GOVERN

This Agreement will be governed by and construed in accordance with the laws of the State of **Colorado**.

INFORMAL DISPUTE RESOLUTION

If a dispute arises between the parties concerning any matter, then the party asserting such dispute shall provide written notice to the other party hereunder, and the parties shall then meet and/or confer and attempt to resolve such disputes informally. In no event shall any party initiate or file litigation hereunder within forty-five (45) days after the notice required in this paragraph has been received by the other party.

CLIENT ACKNOWLEDGEMENT

The timeline depends to a great degree on the availability of others, which may affect the total project schedule and cost:

1. Client
 - a. The Consultant will ask the Client to review and approve certain correspondence before the Consultant moves forward.
 - b. The Client is solely responsible for making cultural affiliation determinations and approving notices of inventory completion and notices of intent to repatriate for publication in the *Federal Register*.
2. Tribes, Native Hawaiian Organization, and Lineal Descendants
 - a. A lack of response from a Tribe, Native Hawaiian organization, or lineal descendant is typically not due to a lack of interest, but instead due to a lack of capacity. The Consultant will make every effort to move the project forward. But the Consultant cannot force anyone to respond.
3. National NAGPRA Program and Review Committee
 - a. Currently, the National NAGPRA Program takes anywhere from three (3) to five (5) months from when a draft notice is submitted until it is published in the *Federal Register*.
 - b. The Native American Graves Protection and Repatriation Review Committee meets semi-regularly depending on government funding and other variables.
 - c. The Native American Graves Protection and Repatriation Review Committee meets semi-regularly depending on government funding and other variables.

EXAMPLE

AGREED TO AND ACCEPTED:

For Client:

By:

Print Name and Title of Representative

Date

For Bernstein & Associates, LLC

By:

Jan Bernstein, Sole Member

Date

EXAMPLE

The Library Board and Library Personnel

7

The most important determinant of library service quality is the training, experience, attitude, and motivation of the library staff. Developing and maintaining a high-quality library staff requires careful decision-making and cooperation by both the library board and the library director.

Role of the Board / Role of the Director

The most direct personnel responsibility of the library board is the hiring and supervision of the library director (see [Trustee Essential #5: Hiring a Library Director](#) and [Trustee Essential #6: Evaluating the Director](#)), but the board's responsibilities extend to issues that affect all library staff. It is the library director who hires and supervises all other library staff, but the library board has the legal responsibility for establishing the duties and compensation, as well as the personnel policies, for all library staff.

While both the library board and the library director have significant personnel responsibilities, the library will operate most effectively if the two parties cooperate and communicate on important personnel matters, while avoiding intrusion into each other's area of responsibility. Keep in mind that:

- The library director can and should recommend personnel policy changes, but can implement only policies officially approved by the board.
- The library director has the authority to hire staff to fill positions authorized by the library board and to supervise those staff, but should keep the library board informed of important personnel issues and consult with the board, if possible, before making significant personnel decisions.
- The library board's unsolicited intrusion into the director's responsibility to select and supervise staff can undermine the authority of the director and create discord and disorganization in library operations.

Staff duties and compensation are another area where cooperation is essential. While the library board has the legal responsibility for establishing staff duties and compensation, your library will run most effectively if the library board delegates to the director the responsibility for the day-to-day assignment of staff duties and supports the recommendations of the director for changes in staff compensation (within the policies established by the board).

In This Trustee Essential

- The roles of the board and the library director on personnel issues
- How board decisions can affect the quality of library staff and library services

Lines of Communication

While trustees will want to know the individuals who comprise the staff and what they think about the library and its policies, services and collections, trustees must be very careful to avoid undermining the authority of the director if he/she is going to be able to manage effectively. Trustees should direct staff members who have complaints about the director, policies, or materials to discuss the situation with their supervisor or the director. If that does not resolve the issue, the staff should be encouraged to follow the library's grievance or complaint procedure provided in the library's personnel policy. Only in extreme situations should staff complaints go directly to the board.

Because the library board may want input from the staff on certain issues, the board should solicit such input through the director. In addition, the library board may decide to obtain library staff input on the director's performance as part of a formal evaluation process. (See [Trustee Essential #6: Evaluating the Director](#) for more information about the evaluation process.)

Except in unusual circumstances, communication between the library board and library staff about library business should be carried on through the library director. Going behind the director's back undermines the trust necessary for effective and orderly operation of the library.

Staff Compensation Levels

The ability to attract and retain high-quality staff depends partially on competitive and fair wages and benefits for library staff. Compensation for library staff should be competitive with compensation provided by similar-sized libraries in Wisconsin and nationwide (see the [Sources of Additional Information](#) section below for sources of this data). Compensation for library staff should be in line with other community positions that require similar training and responsibilities.

Personnel Policy

It is the responsibility of the library board to approve a personnel policy for library staff that formally establishes compensation and benefit policies, rules and conditions of employment for library staff, etc. It is important for these policies to be gathered into a written personnel handbook available to all library staff. These written policies ensure that all staff are treated according to the same rules.

Many state and federal laws govern the relationship between employer and employee, and it is essential that the library's personnel policy comply with these laws. (For more information, see [Trustee Tool A: Important State and Federal Laws Pertaining to Public Library Operations](#).) Your municipality or county may have personnel department staff that keeps up to date on these laws. Knowledgeable individuals should review all proposed changes in the personnel policy. To simplify maintenance of their personnel policies, many library boards adopt the personnel policy of their municipality as the library personnel policy, subject to those changes approved by the library board.

The library board should also approve a salary schedule that covers all staff positions and written job descriptions that list the essential job duties of each staff position, any educational and experience requirements, the physical and mental requirements of the job, and the salary range. Carefully prepared job descriptions will help the library comply with Title I of the Americans with Disabilities Act (ADA), which deals with employment issues. For more information about the employment-related requirements of the ADA including a sample job description, see [*Trustee Essential #5: Hiring a Library Director*](#).

Sample personnel policies are available from the Wisconsin Public Library Policy Resource Webpage at <http://dpi.wi.gov/pld/boards-directors/policy-resources>.

Library Employee Unions

The right to bargain collectively is guaranteed by federal and state law. The library board must not take actions that interfere with library employees' legal collective bargaining rights. Note: Under [*2011 Wisconsin Act 10*](#), collective bargaining for most public employees (including library staff) was sharply curtailed.

In Wisconsin, collective bargaining practices are subject to rulings of the Wisconsin Employment Relations Commission (WERC). The WERC has ruled on a number of occasions that the library board (and not the municipality) is considered the "employer" of library employees for collective bargaining purposes. Therefore, it is the library board (or a designee of the library board acting under library board supervision) that negotiates with any union(s) representing library employees. An individual familiar with [*Chapter 43*](#), library board concerns, and collective bargaining law should handle all labor negotiations on behalf of the board. Knowledgeable individuals should assist in the development of library board collective bargaining strategy. The library board must ratify any union agreements involving library employees.

The library board may not abrogate or delegate its legal responsibilities for establishing library policies and personnel policies or for determining the duties and compensation of all library staff. In addition, the library board may not take away the library director's legal authority to hire and supervise all other library staff.

Personnel Records and Board Meetings on Personnel Issues

Wisconsin's public records law provides special rules for the handling of staff personnel records, and Wisconsin's open meetings law has special rules for library board proceedings involving collective bargaining and other personnel issues. See [*Trustee Essential #14: The Library Board and the Open Meetings Law*](#) and [*Trustee Essential #15: The Library Board and the Public Records Law*](#) for more information.

Continuing Education for Library Staff

Library staff members, regardless of their level of employment, should have the opportunity to continue to expand their knowledge of library practice, communication skills, and library technology related to their job responsibilities through participation in workshops, conferences, and other continuing education activities. It is recommended that the library adequately budget for staff continuing education and professional activities, including paid work time for attendance, registration fees, and travel costs. Wisconsin library directors must participate in continuing education as required by Wisconsin librarian certification and recertification rules. (See [Trustee Essential #19: Library Director Certification](#).)

Discussion Questions

1. How can the library board help attract and retain high-quality library staff?
2. How can the library board help promote the professional growth of library staff?
3. What is the library board's role in disciplinary action concerning a library staff member?
4. How can the library board promote orderly functioning of library operations?

Sources of Additional Information

- Your regional library system staff (see [Trustee Tool B: Library System Map and Contact Information](#))
- Your municipal attorney and municipal personnel staff.
- Sample personnel policies on the Wisconsin Public Library Policy Resource page (<http://dpi.wi.gov/pld/boards-directors/policy-resources>)
- Annual nationwide Public Library Data Service Statistical Report (available from the Public Library Association)
- Wisconsin Association of Public Libraries Sample Library Position Descriptions (contact WLA or your library system)
- State publications on employment laws (dwd.wisconsin.gov/er/)
- Federal Laws Prohibiting Job Discrimination: Questions and Answers (www.eeoc.gov/facts/qanda.html)

Great Lakes ADA Center (MC 728), 1640 W. Roosevelt Road, Room 408, Chicago, IL 60608, (312) 413-1407 or (800) 949-4232, www.adagreatlakes.org

Trustee Essentials: A Handbook for Wisconsin Public Library Trustees was prepared by the DLT with the assistance of the Trustee Handbook Revision Task Force.

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