

**JOHNSON CONTROLS SECURITY SOLUTIONS, LLC
and TYCO INTEGRATED FIRE & SECURITY, CANADA INC.
"AGREEMENT" COMMERCIAL TERMS AND CONDITIONS
REV 12.14.2023**

For Customers in the United States, these terms apply to goods and services purchased from Johnson Controls Security Solutions, LLC and for Customers in Canada, these terms apply to goods and services purchased from Tyco Integrated Fire & Security Canada, Inc. operating as Johnson Controls (and each referred to throughout as "JCSS", as applicable).

1. Payment; Fees and Invoicing. Customer agrees to pay JCSS pursuant to the progress-based billing schedule of values set forth in JCSS' proposal. If the schedule of values includes an upfront installation deposit, it will be paid within 30 days of contract signing. JCSS will not commence work until such deposit has been received. The remaining portion of the installation total for installation and commissioning will be progress billed monthly through completion of the job. JCSS progress-based billing can include progress payments for equipment ("Equipment"), materials, and goods (ordered, delivered, or stored), and for any predesign, engineering, installation work or Services performed. For the service(s) ("Services") provided, Customer agrees to pay service charges as set out in JCSS' proposal per annum (the "Annual Service Charge"), payable in advance annually, unless otherwise agreed by the parties in writing, plus applicable federal, harmonized, provincial/state and/or local tax(es) for five (5) year(s) (the "Initial Term") effective from the date such Service(s) is operative under this Agreement. Disputed invoices must be identified in writing within 21 days of invoice. Payments of any disputed amounts are due and payable upon resolution. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed Total Installation Charge is contingent upon Customer agreeing to these payment and invoicing terms. Until Customer has paid JCSS the Total Installation Charge and Fees in full, Customer grants to JCSS a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term, this Agreement shall automatically renew on a/an annual basis. JCSS 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 30 days prior to the anniversary date, the adjusted price shall be the price for the renewal period. 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. Additionally, 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 JCSS 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"). 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 JCSS' 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. Payment is a condition precedent to JCSS' obligation to perform Services under the Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to JCSS and will give JCSS, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCSS's obligations under or terminate this Agreement; and

(ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCSS's election to continue providing future services does not, in any way diminish JCSS's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCSS shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCSS otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCSS's efforts to collect payment. Customer shall immediately notify JCSS in writing and explain the basis of the dispute. Customer agrees to pay all costs, expenses and fees of JCSS' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation Charge(s) are based on JCSS 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. Prices in any quotation or proposal from JCSS are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Notwithstanding any other term in this Agreement, JCSS may increase prices upon notice to Customer to reflect increases in material and labor costs. In addition, JCSS shall have the right to increase Annual Service Charge(s) after one (1) year. In addition, prices for Equipment covered by this Agreement may be adjusted by JCSS, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the JCSS's proposal or quotation, to reflect any increase in JCSS 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, or other similar charges imposed and/or enacted by a government. This Agreement is entered into with the understanding that the services to be provided by JCSS are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JCSS, JCSS reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Customer shall provide financial information requested by JCSS to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if JCSS, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), JCSS may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies JCSS may have against Customer. JCSS shall provide Customer with advance written notice of changes to payment terms.

2. Termination by JCSS. In addition to any other remedies available to JCSS, JCSS may terminate this Agreement and discontinue any Service(s) if (a) JCSS' CMC is substantially damaged by fire or catastrophe or if JCSS is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, JCSS' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow JCSS' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP/Maintenance Service; (c) Customer's failure to follow the operating instructions provided by JCSS results in an undue number of false alarms or System malfunction; (d) in JCSS' 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) for breach, including Customer's failure to make payments when due in which case the balance of any outstanding amounts will be immediately due and payable; and JCSS will not be liable for any damages or subject to any penalty as a result of any such termination; or (f) If JCSS' performance of its obligations becomes impracticable due to obsolescence or unavailability of Systems, Equipment, or Products (including component parts and/or materials) or because the JCSS or its supplier(s) has discontinued the manufacture or the sale of the Equipment and/or Products or is no longer in the business of providing the Services. JCSS may terminate this Agreement, or the affected portions, at its sole

discretion upon notice to the Customer if JCSS' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

3. JCSS-Owned Equipment. If the Equipment is JCSS Owned, JCSS may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this Agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal. The removal or abandonment of such materials shall not be held to constitute a waiver JCSS' right to collect any charges which have been accrued or may be accrued hereunder.

4. Confirmation of Appointments; Consent to Call/Email. Customer expressly authorizes JCSS and its authorized representatives to contact Customer at the telephone number(s) and email address(es) provided by Customer to JCSS: (a) using an automated calling device to deliver a prerecorded message to set/confirm a service/installation appointment; (b) from time to time with information and offers about products and services that might interest Customer; and (c) to exclusively use email as the means to provide notification to Customer of various alarm conditions such as supervisory and trouble signals received from the System installed at Customer's location. Customer acknowledges that when a calling device or email notification method is used, delivery of the notification may be delayed or may fail due to private and or public network issues, telecommunication outages, internet delay or failures, and other conditions that can impede or delay the delivery of electronic notifications. Customer acknowledges that JCSS will not have knowledge of the failure of, or successful delivery of, electronic notifications.

5. Customer Acknowledgment. Customer acknowledges that: (a) when presenting its proposal to Customer, JCSS 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 JCSS at an additional cost to the Customer; and (c) Customer desires and has contracted for only the Equipment/Service(s)/System purchased; (d) if Type of Transaction is Resale, the System is JCSS-owned for JCSS installed equipment and/or JCSS connection to the previously installed existing alarm system; (e) such Equipment/Services/System purchased are for Customer's own use and not for the benefit of any third party; (f) Customer owns the premises in which the Equipment is being installed or has the authority to engage JCSS to carry out the installation in the premises; (g) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Services/System; and (h) Customer agrees to the **TERMS AND CONDITIONS** below. It is understood that the terms and conditions in this Agreement shall prevail over any conflicting or additional terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the Schedule of Protection 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 writing by both the Customer and JCSS. This Agreement may only be modified by written amendment, executed by JCSS.

TERMS AND CONDITIONS

A. CENTRAL STATION SIGNAL RECEIVING AND NOTIFICATION SERVICE - Shall be provided by JCSS if this Agreement includes a charge for such Service. If such Service is purchased, if an alarm signal registers at JCSS' CMC, JCSS shall endeavor to notify the appropriate Police or Fire Department and the designated representative of the Customer. If a burglar alarm signal or fire signal registers at JCSS' CMC, JCSS 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, JCSS shall endeavor to notify the appropriate Police Department or Fire Department. If a supervisory signal or trouble signal registers at JCSS' CMC, JCSS shall endeavor to notify promptly the designated representative of the Customer. **IF ALARM VERIFICATION SERVICE** is being furnished, it is mutually understood and agreed that equipment is being installed which, as to certain locations in the

premises, will require the activation of two sensing devices, or a second activation of a single alarm sensor, or a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. Customer shall assume full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises. The Customer represents that any vault to be protected by JCSS hereunder by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. The Customer agrees to test any ultrasonic, microwave, capacitance or other electronic equipment designated prior to setting the alarm system for closed periods, according to procedures prescribed by JCSS, and to notify JCSS promptly if such equipment fails to respond to the test. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed an extension period, for 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 JCSS' CMC, JCSS shall not: respond to any signals, endeavor to notify the authorities, Customer, or Customer's designated representative, or undertake any other action with regard to any signal, whether or not due to an actual emergency event.

COMMUNICATION FACILITIES. (a) Authorization. To facilitate JCSS' ability to provide Service under this Agreement, JCSS 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 JCSS' 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. JCSS will provide such connection at Customer's request and expense. (c) General.

JCSS' 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. JCSS' 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 JCSS' 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 JCSS 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 JCSS' INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCSS' CMC. IF JCSS DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, JCSS WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCSS RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCSS' CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCSS 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 JCSS WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCSS AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCSS' CMC. JCSS 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 JCSS 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 JCSS. 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.

B. Warranty: If the transaction type is a "Direct Sale", any part of the system, including the wiring, installed under this Agreement which proves to be defective in material or workmanship within ninety (90) days of the date of completion of installation will be repaired or replaced at JCSS' option with a new or functionally operative part. Labor and material required to repair or replace such defective components will be free of charge for a period of ninety (90) days following the completion of the original installation. This Warranty does not apply to the "Conditions Not Covered by Warranty" listed below (the "Conditions") and if Customer calls JCSS for service under the Warranty and upon inspection by JCSS' representative it is found that one of these Conditions has led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of JCSS' representative whether or not he actually works on the system. Should it actually be necessary to make repairs to the system due to one of the Conditions, a charge will be made for such work at JCSS' then applicable rates for labor and material. Service will be furnished by JCSS during JCSS' normal working hours of 8:00 A.M. to 4:30 P.M. Monday through Friday, except holidays. **CONDITIONS NOT COVERED BY WARRANTY:** (a) Damage or extra service time resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by JCSS, or from parts, accessories, attachments or other devices not furnished by JCSS; (b) Customer's improper operation per instructions; (c) Adjustments necessitated by Video camera misalignment, improper monitor brightness and contrast tuning dials, or inadequate lighting on viewing area; (d) Trouble due to interruption of commercial power to the phone service or use of Non-Traditional Telephone Service; (e) Battery failure; (f) Devices designed to fail in protecting the System such as , but not limited to, fuse and circuit breakers; (g) System changes requested by Customer. **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 AND JCSS 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. THE PURCHASER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL**

LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JCSS' NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JCSS SHALL IN NO EVENT BE LIABLE UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY (A) CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, AND HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JCSS OR NEGLIGENCE OF JCSS OR OTHERWISE (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JCSS, such as suggestions as to design use and suitability of the Equipment and Products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JCSS is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the Equipment and Products. Customer assumes exclusive responsibility for determining if the Equipment and Products supplied by JCSS are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the Equipment and Products.

C. Maintenance: If Customer has purchased maintenance service on any of the Equipment, JCSS will, upon Customer's request, provide ordinary maintenance and repair of the covered equipment due to normal wear and tear and bear the expense thereof. The expense of all extraordinary maintenance and repair due to alterations in the Customer's premises, alterations of the system made at the request of the Customer, or made necessary by changes in the Customer's premises, damage to the premises or to the alarm system, or to any cause beyond the control of JCSS, shall be borne by the Customer. The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense with an outlet within 10 feet of the JCSS Control Panel. It is mutually agreed that the work of installation and JCSS' repairs of the system shall be performed between JCSS' normal working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays. **EXCLUSIONS:** Maintenance on the following devices will be provided only on a time and material basis: (1) window foil, (2) security screens, (3) exterior mounted devices, (4) PROM (Programmable Read Only Memory), (5) Equipment subject to the Conditions Not Covered by Warranty listed in Paragraph B. above, (6) computer hardware, software, or computer networks. It is understood and agreed that JCSS' obligation relates to the maintenance solely of the specific Equipment covered under the Maintenance Service Contract, and that JCSS is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices of the Customer or of others not installed by JCSS. If not contracted for before the expiration of the Warranty, JCSS will enter into a Maintenance Service Contract only after inspecting the system and making any necessary repairs or replacements to the system at a charge to the Customer for labor and/or material at JCSS' then prevailing rates. **INSPECTIONS.** If such services are purchased, JCSS will provide the number of inspections of the System only as specified in this Agreement and such Inspections shall be performed during JCSS' normal working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays and subject to "EXCLUSIONS" set forth in Paragraph C, above for maintenance.

D. INVESTIGATOR RESPONSE SERVICE. If Customer has purchased Investigator Response Service, such services shall be provided according to the level selected as follows: **Level I - Exterior Investigation:** Upon receipt of a burglar alarm signal from the Customer's premises, JCSS, in addition to notifying the Police Department as indicated above, will endeavor to notify the Customer's designated representative and also endeavor to dispatch a representative to the Customer's premises. The representative will make an investigation of the exterior of the premises from his vehicle. At the conclusion of the representative's investigation, JCSS will notify the Customer's designated representative of the results of the investigation. **Level II - Interior Investigation:** Upon receipt of a burglar alarm signal from the Customer's premises,

JCSS, in addition to notifying the police department as indicated above, will endeavor to dispatch a representative. The representative will conduct an exterior investigation and then enter the Customer's premises with keys which must be provided by the Customer and make an interior investigation. However, if there is evidence of an attack, the JCSS representative will terminate his investigation until the police arrive. The Customer's representative will then be notified if there has been an attack. Otherwise a notice of the alarm will be left at the control unit. For either level of investigation, the Customer authorizes and directs JCSS to cause the arrest of any person or persons unauthorized to enter his premises and to hold him or them until released by the Customer or an authorized known representative, and in such cases to indemnify JCSS against any liability, cost or expense in consequence of such arrest. If the Customer requests that the JCSS Representative remain at the premises pending Customer's arrival, and JCSS agrees to comply, the Customer will be charged at JCSS' then prevailing rate for labor. **Investigator Response Service – Level-1 Exterior Investigation.** If Investigator Response Service – Level-1 Exterior Investigation is being furnished under this Agreement, upon receipt of a burglar alarm signal from the Customer's premises, JCSS in addition to notifying the Police as set forth in Section A, JCSS will endeavor to notify the Customer's designated representative and also endeavor to dispatch a JCSS Representative to the Customer's premises. The JCSS Representative will make an investigation of the exterior of the premises from his/her vehicle. At the conclusion of the JCSS Representative's investigation, JCSS will notify the Customer's designated representative of the results of the investigation. Customer authorizes and directs JCSS to cause the arrest of any person or persons unauthorized to enter Customer's premises and to hold him or them until released by the Customer or an authorized known representative and in such cases to indemnify JCSS against any liability, cost or expense in consequence of such arrest. If the Customer requests that the JCSS Representative remain at the premises pending Customer's arrival, and JCSS agrees to comply, the Customer will be charged at JCSS' then prevailing rate for labor.

E. 1. JCSS IS NOT AN INSURER. THE AMOUNTS JCSS CHARGES CUSTOMER ARE NOT INSURANCE PREMIUMS. SUCH CHARGES ARE BASED UPON THE VALUE OF THE SERVICES, SYSTEM AND EQUIPMENT JCSS PROVIDES AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, ANY PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES, OR ANY RISK OF LOSS ON CUSTOMER'S PREMISES.

2. JCSS' SERVICES, SYSTEMS AND EQUIPMENT DO NOT CAUSE AND CANNOT ELIMINATE OCCURENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT. JCSS 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, JCSS DOES 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 JCSS. INSURANCE, IF ANY, COVERING SUCH RISK SHALL BE OBTAINED BY CUSTOMER. JCSS SHALL HAVE NO 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 JCSS 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 JCSS 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, JCSS IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY DUE TO A FAILURE OF THE SERVICES, SYSTEM OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY 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 JCSS' FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT. IF CUSTOMER REQUESTS, JCSS MAY ASSUME GREATER LIABILITY BY ATTACHING A RIDER TO THIS AGREEMENT STATING THE EXTENT OF JCSS' ADDITIONAL LIABILITY AND THE ADDITIONAL CHARGES CUSTOMER WILL PAY FOR JCSS' ASSUMPTION OF SUCH GREATER LIABILITY. HOWEVER, SUCH ADDITIONAL CHARGES ARE NOT INSURANCE PREMIUMS AND JCSS 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 JCSS' PERFORMANCE OR NONPERFORMANCE OF ITS 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 JCSS, ITS AGENTS OR EMPLOYEES. IF ANY OTHER PERSON, INCLUDING CUSTOMER'S SUBROGATING INSURER, MAKES ANY CLAIM OR FILES ANY LAWSUIT AGAINST JCSS IN ANY WAY RELATING TO THE SERVICES, SYSTEM OR EQUIPMENT THAT ARE THE SUBJECTS OF THIS AGREEMENT, THEN CUSTOMER SHALL INDEMNIFY AND HOLD JCSS 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 JCSS OR ITS 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, JCSS' 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 JCSS AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, AFFILIATES, PARENTS (BOTH DIRECT AND INDIRECT) AND AFFINTIY 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.

F. If INTRUSION DETECTION SERVICE or WATCHMAN'S REPORTING SERVICE is furnished under this Agreement, the service will be provided in accordance with a separate Rider which shall be attached to and made a part of this Agreement.

G. Video Equipment. Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide the 110 AC power supply where required as well as sufficient space for monitors.

H. Direct Connection. A direct connection to the Municipal Police, Fire Department or other Agency shown shall be provided if the Agreement provides for such direct connect service. It is mutually understood and agreed that signals transmitted hereunder will be monitored in Municipal Police and/or Fire Departments or other Agency and that the personnel of such Municipal Police and/or Fire Departments or other Agency are not the agents of JCSS nor does JCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

I. Hazardous Materials. In all cases except when the project involves 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" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, JCSS 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 JCSS, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of JCSS' 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 JCSS.

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

K. SAFETY ACT WAIVER. (US CUSTOMERS ONLY) CERTAIN OF JCSS' 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, JCSS 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.

L. JCSS ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, ACTS OF GOD, CYBER ATTACKS, VIRUSES, RANSOMWARE, FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS, DATA BREACHES, OR ANY CAUSES BEYOND THE CONTROL OF JCSS, AND WILL NOT BE REQUIRED TO SUPPLY SERVICE TO THE CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE SHALL CONTINUE.

M. Assignment; Enforceability. This Agreement is not assignable by the Customer except upon written consent of JCSS first being obtained. JCSS shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

N. System Software; Network Connections; Open Source. Any software provided with the System or in connection with the Services is proprietary to JCSS and/or JCSS' 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 JCSS 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"), JCSS 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. JCSS shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. JCSS may assess additional charges, if JCSS is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCSS 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. JCSS represents and warrants to the end user of any Products sold/furnished to its customers that, to the extent the Products include any Open Source Software, the internal use and operation of the Products 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").

O. THIS AGREEMENT, TOGETHER WITH ALL OF ITS WRITTEN AMENDMENTS, RIDERS, SCOPE OF WORK AND/OR EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE CUSTOMER AND JCSS 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, SOW OR OTHER DOCUMENT ISSUED BY CUSTOMER. ANY CHANGES MUST BE MUTUALLY AGREED TO IN WRITING BY THE AUTHORIZED REPRESENTATIVES OF THE CUSTOMER AND JCSS.

P. Electronic Media. JCSS 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. JCSS may rely upon Customer's assent to the terms and conditions of this Agreement if Customer has signed this Agreement or demonstrated its intent to be bound electronically or otherwise.

Q. Personal Information. Customer represents and warrants that Customer has obtained all required consents and has the right to (a) disclose to JCSS all personal information disclosed hereunder concerning individuals/employees including all information contained in Customer's ECL, and (b) authorize JCSS to use such personal information to administer the relationship between Customer and JCSS, including the administration of this Agreement. Customer acknowledges and agrees that JCSS 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.

R. Privacy. 1. JCSS as Processor: Where JCSS factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. **2. JCSS as Controller:** JCSS 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 JCSS' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCSS' 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 JCSS is

mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

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

T. Digital Enabled Services; Data. If JCSS 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 JCSS' cloud-hosted software applications. Customer consents to and grants JCSS right to collect, ingest and use such data to enable JCSS and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCSS products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCSS secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCSS software and related equipment installed at Customer facilities and JCSS cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

JCI Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCSS's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCSS General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCSS Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/general/tos govern access to and use of hosted software

products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCSS and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

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

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