

Johnson Controls planned service proposal

Prepared for CITY OF MILLWOOD

Customer
CITY OF MILLWOOD

Local Johnson Controls Office
10010 E KNOX AVE STE 100
SPOKANE VALLEY, WA 99206-4156

Agreement Start Date:
05/01/2026

Proposal Date
04/13/2026

Estimate No:
1-1R6DYIHR



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

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

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

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

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for CITY OF MILLWOOD

Kyle,

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

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

- In this proposal we are offering a service agreement for 2 Years starting 05/01/2026 and ending 04/30/2028.
- The agreement price for first year is **\$4,347.00**; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

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

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

Please contact me if you have any questions.

Sincerely,

Michael Knowles
Owner Account Representative
(509) 863-4359

The power behind your mission

Benefits of planned service

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

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



1. **Identify energy savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce future repair costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend asset life**

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure productive environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote environmental health and safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

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

Our partnership

Personalized account management

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

A culture of safety

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

Commitment to customer satisfaction

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

Energy & sustainability

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

The value of integrity

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

Service delivery

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

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

Scheduling

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

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

Emergency services

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

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

Communication

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

Approval process for non-covered items

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

Summary of services and options

Comprehensive and operational inspections

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

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

Filter Replacement

Clean air filters help maintain proper airflow throughout your building. Decreased airflow can impair the performance of the cooling coil and may lead to occupant discomfort and inefficient operation of the HVAC system. Johnson Controls will replace the filters on a regular basis to maintain airflow and maximize air quality.

Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

Summary

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

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

The power behind **your mission**

Planned Service Agreement

Customer Name : CITY OF MILLWOOD
Address: 9103 E FREDERICK AVE MILLWOOD, WA 99206
Proposal Date: 04/13/2026
Estimate #: 1-1R6DYIHR

Scope of Service

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

Extended Service Options for Premium Coverage

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

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

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

Extended Service means Services performed outside JC's normal business hours and is available only if Customer has Premium Coverage. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

Equipment List

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

Term / Automatic Renewal

This Agreement takes effect on 05/01/2026 and will continue until 04/30/2028 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JC gives the other written notice it does not want to renew prior to the end of the

then-current term (each a “Renewal Term”). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the “Term”. Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

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

Price and Payment Terms

The total Contract Price for JC's Services during the first year of the Original Term is \$4,347.00. This amount will be paid to JC in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Invoices will be sent to the following location:

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

PO is required to facilitate billing:

- No: This signed contract satisfies requirement
- YES: Please reference this PO number :

AR Invoices are accepted via e-mail:

- YES: E-mail address to be used :
- No: Please submit invoices via mail
- No: Please submit via :

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

Johnson Controls Building Solutions LLC ("JC" or "Johnson Controls")

JC Manager:

Customer Manager:

JC Manager Signature:

Customer Manager Signature:

Title:

Date:

Title:

Date:

JC Branch: **JOHNSON CONTROLS SPOKANE WA CB - 0N54**
Address: **10010 E KNOX AVE STE 100**

SPOKANE VALLEY, WA 99206-4156

Branch Phone: **(509) 747-8053**

Branch Email:

Schedule A - Equipment List

CITY OF MILLWOOD	9103 E FREDERICK AVE MILLWOOD, WA 99206
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Essential Tier			
Product: Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, <8 Tons			
Quantity: 1			Services Provided
Coverage Level: Basic			1 Belt Change
			1 Condenser Coil Cleaning
			2 Standard Filter Change
			1 Gas Heating Comprehensive (with Economizer)
			1 Cooling Comprehensive (with Economizer)
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Split System, Cooling with Electric Heat, <7.5 Tons			
Quantity: 5			Services Provided
Coverage Level: Basic			1 Belt Change
			1 Condenser Coil Cleaning
			1 Cooling Comprehensive
			1 Electric Heating Comprehensive
			2 Operational (Mid Season - Cooling/Heating)
			2 Return Air Filter Change
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Equipment tasking

Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, <8 Tons

Belt Change	<ul style="list-style-type: none">All work must be performed in accordance with Johnson Controls safety policiesCheck with appropriate customer representative for operational deficienciesPerform belt change proceduresRemove and dispose any debris from any maintenance activityDocument tasks performed during visit and report any observations to appropriate customer representative
Standard Filter Change	<ul style="list-style-type: none">All work must be performed in accordance with Johnson Controls safety policiesCheck with appropriate customer representative for operational deficienciesTurn equipment offRemove dirty filtersInstall new filtersTurn equipment onDispose of dirty filter appropriatelyDocument tasks performed during visit and report any observations to appropriate customer representative
Condenser Coil Cleaning	<ul style="list-style-type: none">All work must be performed in accordance with Johnson Controls safety policiesCheck with appropriate customer representative for operational deficienciesRinse coil(s) thoroughly with waterRemove and dispose any debris from any maintenance activityDocument tasks performed during visit and report any observations to appropriate customer representative
Cooling Comprehensive (with Economizer)	<ul style="list-style-type: none">All work must be performed in accordance with Johnson Controls safety policiesCheck with appropriate customer representative for operational deficienciesReview control panel for proper operation and recorded fault histories (if applicable)Check and tighten electrical connectionsCheck VFD operation and clean cooling fan intake (if applicable)Check contactor(s)Check condition of condenser coilCheck condition of evaporator coilCheck condenser fan motors and bladesCheck blower motor operationLubricate blower and motor bearingsCheck economizer operationLubricate and adjust economizer damper linkagesVerify proper operation of exhaust motor (if applicable)Check condition and alignment of pulley and beltsCheck condition of filtersClean condensate pan and clear drain lineCheck for visual signs of refrigerant/oil leak(s)Check for unusual noise and vibrationRecord and log all operating parametersCheck overall condition of unitRemove and dispose any debris from any maintenance activityDocument tasks performed during visit and report any observations to appropriate customer representative
Gas Heating	<ul style="list-style-type: none">All work must be performed in accordance with Johnson Controls safety policies

Comprehensive (with Economizer)

- Check with appropriate customer representative for operational deficiencies
- Check and tighten electrical connections
- Check contactor(s)
- Check combustion blower motor operation
- Check igniter and pilot operation
- Check condition of heat exchanger
- Check condition of burners and clean as required in place
- Check for proper venting
- Check for leaks on gas line (within cabinet)
- Check condition of pulley and belts
- Check economizer operation
- Lubricate and adjust economizer damper linkages
- Verify proper operation of exhaust motor (if applicable)
- Check condition of filters
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Split System, Cooling with Electric Heat, <7.5 Tons

Belt Change

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Perform belt change procedures
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Return Air Filter Change

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Turn equipment off
- Remove dirty filters
- Install new filters
- Turn equipment on
- Dispose of dirty filter appropriately
- Document tasks performed during visit and report any observations to appropriate customer representative

Electric Heating Comprehensive

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Check and tighten electrical connections
- Check contactor(s)
- Check blower motor operation
- Check condition of pulley and belts (if applicable)
- Check heat strip operation (coordinate with customer)
- Check condition of filters
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Condenser Coil Cleaning

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Spray coil(s) with chemical solution
- Rinse coil(s) thoroughly with water

Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Cooling Comprehensive All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Check and tighten electrical connections
 Check contactor(s)
 Check condition of condenser coil
 Check condenser fan motors and blades
 Check blower motor operation
 Lubricate blower and motor bearings (if applicable)
 Check condition and alignment of pulley and belts (if applicable)
 Check condition of filters
 Clean condensate pan and clear drain line (if readily accessible)
 Check for visual signs of refrigerant/oil leak(s)
 Check for unusual noise and vibration
 Record and log all operating parameters
 Check overall condition of unit
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Operational (Mid Season - Cooling/Heating) All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Check condition of condenser coil
 Check condenser fan motors and blades
 Check condensing unit electrical connections and contactor(s)
 Check blower motor operation
 Check heating operation (when applicable)
 Check condition of filters
 Check condition of pulley and belts (if applicable)
 Check condensate system
 Check for visual signs of refrigerant/oil leak(s)
 Check for unusual noise and vibration
 Check overall condition of unit
 Document tasks performed during visit and report any observations to appropriate customer representative

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

Year	Total Annual Dollar Amount	Payment Frequency
Year1	\$4,347.00	Annually
Year2	\$4,608.00	Annually

Special Additions and Exceptions

Johnson Controls Standard Service Terms: One PSA

Terms

These terms cover the services and equipment provided by Johnson Controls. This Agreement includes the proposal, these terms and any referenced links. Conflicts are resolved in that order.

Scope of Work

We will provide the services or equipment described in the proposal. If the services include planned maintenance of equipment, only the equipment set forth in our proposal is covered by our services ("**Covered Equipment**"). Unless otherwise agreed in the proposal, services are performed during our normal working hours, excluding holidays. We reserve the right to modify or substitute materials.

Payment Terms

Services fees are paid annually in advance due 30 days from the invoice date via EFT/ACH, unless stated otherwise. Payment is required before services are performed or equipment is ordered or installed. Failure to pay on time is a breach that permits us to suspend or delay services until full payment is received, without liability, or to terminate this Agreement. Interest may also be charged on unpaid amounts at the lesser of 1.5% per month (19.56% annually) or the highest rate permitted by law. If you require a purchase order to process payments, you must send it to us at least 30 days before the end of a term but you must pay invoices even without a purchase order. No purchase order is required for any emergency services you request.

Prices

Prices do not cover taxes, fees, duties, tariffs, permits and levies or other charges imposed and/or enacted by a government. You are responsible for these items unless you provide an acceptable exemption certificate. If we need to pay any of these items or the exemption certificate is invalid or only covers some of these items, you must reimburse us on demand for the amounts owing. Prices may be adjusted at any time to reflect changes in costs, labor or market conditions. We will try to notify you of any changes in pricing in advance. Additional charges will be required for: (i) changes to these services or the Covered Equipment; (ii) additional services or equipment; (iii) unexpected site conditions or issues with the Covered Equipment; (iv) appointments that are cancelled less than 24 hours beforehand or for service, warranty or alarm calls caused by your error; (v) changes required to comply with laws, codes and regulations ("**Laws**"), including prevailing wage laws; and (vi) costs to notify and dispatch emergency personnel. We may change prices on equipment or parts prior to shipment or installation to reflect increases in costs from raw materials, third party products, any new or additional tariffs, duties, quotas, taxes, the withdrawal of trade agreement concessions or any unforeseen or other extra cost elements.

Limited Warranty

We warrant that services will be performed in a good and workmanlike manner for 90 days from the date of performance. Equipment we provide is also warranted to be free from defect in materials and workmanship for 90 days from installation. No warranty is provided for third-party equipment we install or furnish. Third-party HVAC and controls equipment is provided with the third-party manufacturer's warranty to the extent available. This limited warranty does not cover failures, defects, or damages caused in whole or in part by: (i) misuse, neglect, accident, Force Majeure, changes to your premises, or installation, maintenance or repairs not performed by us; (ii) environmental, electrical or other causes beyond our control; (iii) normal wear and tear or corrosion; (iv) use of unauthorized replacement parts or products or using the equipment for purposes not intended by the manufacturer; or (v) issues arising from your failure to comply with this Agreement or your obligations. To qualify for warranty consideration, you must notify us in writing of your warranty claim prior to the end of the warranty period, complete all instructions on warranty procedures and provide us with reasonable site access to inspect the equipment and/or perform any

necessary warranty work. Your sole remedy is to have defective services re-performed or equipment repaired or replaced at our election. **THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** You need to determine if our equipment are suitable for your use. You assume all risk and liability from their application and your use.

Warranty service does not cover: (i) system upgrades and replacing obsolete systems, equipment, or consumable parts and components ; (ii) reloading, updating, or maintaining software; (iii) additional costs for access, deinstallation, re-installation and transportation; and (iv) the exclusions set out in the Supplemental Terms. If you call us for warranty service and the problem is due to any of these reasons, we may charge you for the service call even if we do not work on the equipment. We may offer these services at an extra cost.

Customer Obligations

You must provide all relevant information about the equipment and premises, follow all applicable Laws and ensure us safe access. You must operate, test, maintain, and repair the equipment according to manufacturer and our recommendations and notify us immediately of any issues.

In addition, you agree to, (i) obtain necessary licenses and permits and pay related fees and taxes; (ii) provide a suitable environment for the equipment as recommended by us or the manufacturer including heat to avoid freezing; (iii) supply the necessary electrical service, power, heat, heat tracing, water and schematics ; (iv) provide proper water treatment for condensers, cooling towers, and boilers, and protect against environmental issues; (v) set and test alarm systems as recommended by us or the manufacturer; (vi) avoid causing false alarms and reimburse us for any fines or fees; (vii) notify all necessary parties, such as local authorities and monitoring providers, about system testing or repairs; (viii) keep accurate and up-to-date work logs for the equipment; and (ix) take precautions for Covered Equipment failure to prevent injury or property damage. If you do not meet any of these obligations, we are not responsible for equipment breakdowns, repairs, or replacements. We can suspend services until these issues are fixed and charge for any corrective work needed.

For equipment connected to your computer network, we provide and install the software to run the equipment and connect to it based on the network settings you provide. You must provide us with secure access to your computer network as required in our specifications. If we cannot connect to the network or need extra equipment for connectivity, additional charges may apply. Our services do not include changes to the network, security, or firewall settings. You are solely responsible to protect your data, computer network, and products networked or connected to the Internet; and we are not responsible for any loss or damage, as allowed by Law. You should back up data and software before services are performed. You must promptly remove any devices that interfere with the operation of the Covered Equipment.

Insurance

We do not guarantee that services or equipment will prevent risk of loss at your premises or detect all events. You are responsible for any losses and need to rely on your own insurance. You release and waive for yourself and your insurer all subrogation and other rights to recover from us.

Limitations on Liability

Neither we or our suppliers or vendors (“JCI Parties”) are liable for special, incidental, consequential, punitive or indirect damages, or for lost profits, revenue, data or business interruption. The total liability of the JCI Parties is limited to \$250,000 or 12 months of fees paid to Johnson Controls under this Agreement, whichever is less.

Claims Limitation; Forum; Choice of Law

Disputes may be resolved in court or through arbitration, as determined exclusively by us. Delaware law governs any agreement performed in the U.S., with disputes resolved in Milwaukee, Wisconsin. Ontario law governs any agreement performed in Canada, with disputes resolved in Ontario. Any claims by you must be brought within one year. The parties waive their right to a jury trial.

Term and Termination

The term of this Agreement is set out in the proposal and renews automatically for successive terms equal to the length of the original term unless either party gives 60 days' prior written notice of termination to the other party before the end of a term or the parties agree in writing on a different length of renewal term. Either party can terminate for cause with 10 days' notice, but only after written notice the defaulting party has 30 days to cure any alleged default. We can terminate immediately if we can no longer service the Covered Equipment for whatever reason including if we stop selling the Covered Equipment, providing the services or if we cannot obtain equipment, parts or support the technologies. We can terminate this Agreement without cause with 60 days' written notice. Upon termination, you must pay all amounts owed and provide access for us to remove any of our property at your premises and reprogram systems. You are responsible for our costs to enforce this. If you end this Agreement early for any reason, you must also pay us 50% of the service charges for the remaining term of this Agreement. You are responsible for our costs to enforce this.

Access and Hazardous Materials

You must provide us with reasonable and safe access to the Covered Equipment. We will follow our health and safety policies and applicable Laws. You must inform us of any hazardous conditions or materials (e.g., mold, asbestos containing materials, biohazards) and you are responsible for resolving, removing and disposal. If we encounter hazardous conditions or materials, we may stop work without liability and you are required to provide us reasonable evidence of abatement before we will restart work. Additional charges will apply if access to a confined space is required.

Force Majeure

We are not in breach or liable for any delays or failures caused, in whole or in part, by any events beyond our control, such as natural disasters, severe weather, public health risks, government actions, cyberattacks, civil disturbances, labor disputes, strikes or shortages of parts or materials ("**Force Majeure**"). You must allow us additional time to perform the services and reimburse us for increased costs due to such events.

Data and Intellectual Property; Digitally Enabled Services

You own your data, but we may use it to perform services and you grant us a perpetual, worldwide, irrevocable, royalty free license to use your building data on a de-identified basis. We retain rights to any intellectual property created. Digital enabled services mean services provided under this Agreement that employ our software and cloud-hosted software offerings and tools. They may include, but are not limited to, (i) remote inspection, (ii) advanced equipment fault detection and diagnostics, and (iii) data dashboarding and health reporting. Digital enabled services may require data collection, and you consent to this.

Software-Digital Solutions

Use of our software, including software to provide digital enabled services and solutions, is governed by our standard terms at <https://www.johnsoncontrols.com/techterms>. These terms apply to the software you are allowed to use, but we retain ownership and rights to the software, including improvements. If provided as part of our services, third-party software is subject to its own terms.

Privacy

If provided to us, we will process personal data according to our Data Processing Agreement at www.johnsoncontrols.com/dpa and adhere to our privacy notice at <https://www.johnsoncontrols.com/privacy>. You consent to this processing and will ensure all necessary consents are obtained.

Miscellaneous

Notices must be in writing. This Agreement cannot be assigned without our consent; any assignment without our consent is void. We can assign this Agreement, in whole or in part, or subcontract the work, without notice. Invalid, illegal or unenforceable provisions do not affect the rest of this Agreement. This Agreement is subject to specific supplemental terms located at www.johnsoncontrols.com/legal/one-psa-supplemental-terms. In addition, if you

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request us to perform any work outside the scope of this Agreement, you consent to it being performed subject to our standard customer terms then in effect at www.johnsoncontrols.com/customerterms. This Agreement is the entire contract and supersedes prior written or oral communications and documents, and terms in any purchase order or other documents you later provide are rejected. We may convert this Agreement to an electronic format.

[END OF DOCUMENT]

Johnson Controls Standard Service Terms: One PSA, version 6.12.2025