

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
BRIDGEPORT DIVISION**

	X	
	:	
In re:	:	Chapter 11
	:	
HO WAN KWOK, <i>et al.</i> ,	:	Case No. 22-50073 (JAM)
	:	
Debtors.	:	(Jointly Administered)
	:	
	X	
	:	
LUC A. DESPINS, CHAPTER 11	:	
TRUSTEE,	:	
	:	Adv. Proceeding No. 23-05013 (JAM)
Plaintiff,	:	
	:	
V.	:	
	:	
HCHK TECHNOLOGIES, INC.,	:	
HCHK PROPERTY MANAGEMENT, INC.,	:	
LEXINGTON PROPERTY AND STAFFING, INC.,	:	
HOLY CITY HONG KONG VENTURES, LTD.,	:	
ANTHONY DIBATTISTA, YVETTE WANG,	:	
and BRIAN HOFMEISTER (in his capacity	:	
as assignee),	:	
	:	
Defendants.	:	
	:	
	X	

**LIMITED OBJECTION OF G-NEWS OPERATIONS, LLC TO APPROVAL OF
TRUSTEE’S PROPOSED SETTLEMENT AGREEMENT
WITH BRIAN HOFFMEISTER, ASSIGNEE**

G-News Operations, LLC (“G-News”), by and through its counsel, Grafstein and Arcaro, LLC, and Norris, McLaughlin, P.A., files this Limited Objection to the Motion (the “Motion”) seeking approval of a proposed settlement agreement between Luc Despins, Chapter 11 Trustee (the “Trustee”) for the estate of Ho Wan Kwok (the “Debtor”), and Brian Hoffmeister (the “Assignee”), as Assignee for the Benefit of Creditors of HCHK Technologies, Inc. (“HCHK Tech”), HCHK Property Management, Inc., and Lexington Property and Staffing, Inc. (collectively the “HCHK Entities”), and more particularly asserts as follows:

PRELIMINARY STATEMENT

G-News is a creditor of the Assignment estate of HCHK Tech and, if the relief requested in the Motion is granted as requested, a creditor of the Debtor's estate. The Trustee has entered into a proposed agreement with the Assignee pursuant to which the Assignee will consent to relief requested by the Trustee in an adversary complaint which seeks, essentially, to roll the assets of the assignment estates into the bankruptcy estate. In exchange, in excess of \$1,000,000.00 will be allocated to payment of commissions and fees of the Assignee and his professionals, to the exclusion of claims of any other creditor, inclusive of G-News. G-News asserts that it is neither fair, equitable nor proper to approve a settlement that benefits the Trustee, the Assignee, and his professionals, while other valid claims against the assignment estates, having equal priority, are ignored.

G-News takes no position with respect to the merits of that portion of the settlement agreement providing for the turnover of the Assignee's assets to the Trustee nor the payments to the Assignee and his professionals. However, G-News asserts that the settlement should also provide for the payment of non-professional claims of creditors of the Assignee, whose claims arose, as do the claims of the Assignee and his professionals, after the conveyance of the Deeds of Assignment.

BACKGROUND

1. On February 15, 2022, the Debtor filed a voluntary Petition for relief pursuant to chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code").

2. On June 15, 2022, the Court entered a memorandum of decision and order directing the United States Trustee to appoint a chapter 11 trustee in the Debtor's case.

3. On July 8, 2022, the Court entered an order appointing the Trustee as Chapter 11 Trustee of the Debtor's estate. The Trustee continues to act in that capacity.

a. The Assignment Proceedings

4. On or about April 20, 2023, the HCHK Entities conveyed all of their assets to Brian Hoffmeister, an attorney-at-law, as Assignee for the Benefit of Creditors. The HCHK Entities' assignment proceedings are being administered by the Supreme Court of the State of New York (the "Supreme Court").

5. As Assignee, Mr. Hoffmeister, an independent party, is charged with the responsibility of administering all assets of the assignment estates, liquidating those assets for the benefit of creditors, and distributing said liquidation proceeds to creditors in accordance with a statutory scheme.

6. Prior to the conveyance of their Deeds of Assignment, one or more of the HCHK Entities was in the business of providing i-cloud based services to its customers, which included political advocacy groups.

7. After the commencement of the assignment proceedings, G-News approached the Assignee and expressed an interest in acquiring the personalty of the assignment estate and one or both of the Assignee's leasehold and sub-leasehold interests in an office building located at 3

Columbus Circle, New York, New York (the “Columbus Circle Property”). G-News sought to continue to provide the services previously provided by one or more of the HCHK Entities.

8. The Assignee was unable to entertain an offer for the personalty prior to obtaining an inventory and valuation thereof. As a result of G-News’ desire to avoid a significant time break in operations, the Assignee, as Assignee for the Benefit of Creditors of HCHK Tech, and G-News entered into an Interim Management Agreement (“IMA”), a fully executed copy of which is attached hereto and incorporated herein as Exhibit “A.”

9. The IMA provided that the Assignor would be permitted to continue the operations of HCHK Tech, subject to certain conditions and limitations, until the earlier of (a) termination of the agreement by its terms, (b) closing on the sale or assets, (c) or sixty (60) days after the IMA had been approved by the Supreme Court.

10. The IMA required that, during its term, G-News would pay all expenses of operation of the business, inclusive of, but not limited to rent and insurance. At the time of execution of the IMA, G-News agreed to undertake occupancy of one of the Assignee’s leasehold interests at the Columbus Circle Property,

11. While the Assignee and G-News executed the IMA as of May 25, 2023, G-News was unable to obtain occupancy of the leased premises until June 5, 2023.

b. The Adversary Complaint

12. On June 8, 2023, the Trustee filed a Complaint (the “Adversary Complaint”) pursuant to Sections 105, 362, 363, 541, 544 and 549 of the Bankruptcy Code against the Assignee, the HCHK Entities and others. *See Adv. Proc. No. 23-05013, Docket No. 1.* The Adversary Complaint seeks, *inter alia*, a declaratory judgment against the HCHK Entities that they are “alter egos” of the Debtor or that an order be entered determining that the “Debtor Equitably Owns Such Entities and/or Their Property.”

13. On June 12, 2023, this Court entered an *ex parte* Temporary Restraining Order and Preliminary Injunction (the “TRO Order”). *See Adv. Proc No. 23-05013, Docket No. 18.*

14. The TRO Order states that the Assignee is “temporarily restrained and enjoined from commencing or continuing the Assignment Proceedings (or any other judicial, administrative or other actions or proceedings with respect to the HCHK Entities and/or their assets) including the Interim Management Agreement with G-News.”

G-NEWS’ CLAIMS

15. G-News remained in occupancy of the Columbus Circle Property until June 13, 2023, at which time it was required to vacate the property in compliance with the TRO.

16. Based upon the representations of the Assignee that it could remain in occupancy of the Columbus Circle Property for the period of time provided above, and in fulfillment of its obligations under the IMA, G-News paid in advance certain expenses of the Property, including one month’s rent, insurance coverage, and security services.

17. Attached hereto and incorporated herein collectively as Exhibit “B” are documentation of the following expenses incurred in connection with G-News’ terminated occupancy of the Columbus Circle Property:

- (a) *Versace USA - One month’s rent - \$80,032.50*
- (b) *The Hartford – Workers compensation insurance premiums for - \$2321.00 per annum.*
- (c) *The Hartford - Business owners insurance premiums - \$3286.89 per annum.*
- (d) *Johnson Controls – Burglar alarm agreement - \$2,286.37 per annum.*
- (e) *Johnson Controls - Privo access control agreement - \$10,397.56 per annum.*
- (f) *Johnson Controls - Eagle Eye video agreement - \$14,997.53 per annum.*

18. While, as a result of the entry of the TRO, G-News was only in occupancy of the Columbus Circle Property for 8 days it paid rent for 30 days. Thus, it has a claim for the recovery of that portion of pre-paid rent for the period after which it was ousted from occupancy of the Property, in the amount of \$58,690.50.

19. G-News has requested that The Hartford and Johnson Controls only charge G-News for that portion of the annual premium payments allocable to the period of time during which it was possession of the Columbus Circle Property and does not know whether the vendors will consent to the request. Once this information is obtained, G-News shall be able to calculate its additional claim amounts.

SETTLEMENT TERMS¹

20. The Settlement Agreement provides for its implementation in three stages. During the first stage, there shall be an immediate transfer of nearly \$39M from the Assignee into accounts controlled by the Trustee and a turnover of non-privileged records pertaining to the HCHK Entities. In addition, the Assignee will take no action with respect to any of the relief which the Trustee has sought in the adversary proceeding.

21. In the second stage, the Assignee, subject to the Trustee’s approval, will be permitted to take specified actions in the Supreme Court, such as obtaining retention orders for his counsel and other professionals (a pre-requisite to their obtaining compensation), the termination of the IMA, the securing of assets, and the termination of the assignment proceedings. While the Rule 9019 motion filed by the Trustee provides that the Assignee shall take steps “reasonably necessary to effectuate the settlement agreement,” the Trustee and Assignee apparently do not contemplate seeking the State Court’s approval of the settlement.

¹ The terms outlined herein are a non-exhaustive list of the settlement terms, including those which have relevancy to the instant objection.

22. During the third stage of the agreement, the compensation of the Assignee and his professionals will be addressed. Subject to the entry of orders from this Court, the Trustee will pay to the Assignee and his professionals the following amounts:

Brian Hoffmeister - Assignee-\$550,000

Cole Schotz, proposed counsel to the Assignee - a maximum of \$400,000

McManimon, Scotland & Bauman, LLC (“MSB”), proposed counsel to the Assignee - a maximum of \$75,000.

A. Atkins Appraisal Corp.-\$7,800.00

DLA, LLC-Proposed financial advisor to the Assignee - a maximum of \$155,000.

Provision is also made in the Settlement Agreement for payment of additional fees incurred by Cole Schotz, MSB and DLA, LLC for services provided subsequent to the filing of the Motion.

23. While G-News does not oppose the payment of commissions and allowances to the Assignee and his professionals, it submits to the Court, that it would be inequitable for the Court to approve the allocation of substantial funds under the settlement to pay solely the claims of the Assignee and his professionals, while the claim of G-News, incurred pursuant to a post-Assignment agreement with the Assignee, are being ignored.

LEGAL ARGUMENT

24. Fed. R. Bankr. P. 9019(a) provides that “on motion by the trustee and after notice and a hearing, the bankruptcy court may approve a compromise or settlement.” Approval of a proposed settlement lies with the sound discretion of the bankruptcy court. *In re Hurt*, 2017 WL 123409 at *2 (Bankr. D. Conn. 2017).²

25. The Second Circuit in *In re Iridium Operating LLC*, 478 F.3d 452, 462 (2d Cir. 2007), set forth the factors this Court must consider when approving a settlement under Rule 9019. *Iridium* instructs the Court to consider the following seven factors when evaluating whether a settlement is fair and reasonable:

- (1) *the balance between the litigation’s possibility of success and the settlement’s future benefits*; (2) *the likelihood of complex and protracted litigation, “with its attendant expense, inconvenience, and delay,” including the difficulty in collecting on the judgment*; (3) *“the paramount interests of the creditors,” including each affected class’s relative benefits “and the degree to which creditors either do not object to or affirmatively support the proposed settlement”*; (4) *whether other parties in interest support the settlement*; (5) *the “competency and experience of counsel” supporting, and “[t]he experience and knowledge of the bankruptcy court judge” reviewing, the settlement*; (6) *“the nature and breadth of releases to*

² The settlement should only be approved if it provides for payment of claims of non-professional creditors of the HCHK Entities having equal priority with the claims of the professional creditors.

be obtained by officers and directors”; and (7) “the extent to which the settlement is the product of arm’s length bargaining.”

26. G-News maintains that most of the factors set forth in *Iridium* are not relevant to G-News’ objection.³ However, a consideration of certain of the *Iridium* factors mandates that the settlement must be denied unless it provides for payment of non-professional claims of creditors of the HCHK Entities.

27. Factor number 3 above requires the Court to consider the “paramount interest of creditors.” While the settlement may be in the best interest of creditors of the Debtor’s estate and the professionals in the assignment estate, it clearly is not in the best interest of creditors of the assignment estate whose claims have an equal priority to the claims of the Assignee’s professionals. G-News’ claims arose subsequent to the conveyance of the Deeds of Assignment and should have equal priority with the post-Assignment claims of the Assignee and his professionals; however, they are being ignored under the settlement agreement.

28. Factor number 7 requires that the settlement be the product of arms length bargaining. G-News is unaware of what bargaining occurred between the Assignee and the Trustee which resulted in the settlement. However, the Assignee has a fiduciary obligation to maximize recovery of assets for the benefit of creditors of the assignment estate. A quick negotiation of a settlement agreement, with no filing of responsive pleadings to the Adversary Complaint nor any discovery, resulting in an agreement that, from the assignment estate’s perspective, only benefits the Assignee and his professionals, does not suggest that arm’s length negotiations occurred. Had there been, certainly the rights of non-professional creditors would have been taken into consideration.

29. Finally, factor number 4 requires a consideration of whether any other parties support the settlement. Clearly, the Trustee, the Assignee and the assignment estate’s professionals support the settlement because it is in their best interests to do so. It is not in G-News’ best interest to support a settlement which ignores its claim. As to other parties in interest, while G-News has no knowledge of the position they will take, given the time permitted to respond to the Motion-no more than 3 business days-it is questionable whether they will even have reviewed the Motion and had time to formulate a position.

30. G-News submits that a consideration of the *Iridium* factors that are relevant here do not support approval of the settlement unless provision is made for payment of the claims of the non-professional creditors of the assignment estates, including the claim of G-News, that have equal priority to the claims of the Assignee and his professionals.

RESERVATION OF RIGHTS

31. G-News believes that simultaneous approval of the settlement by this Court and the Supreme Court should be required. The Supreme Court may have different factors it needs to consider than this Court in determining whether the settlement is in the best interest of the assignment estates.

³ G-News takes lacks sufficient knowledge as to the bona fides of the Trustee’s claims and the validity of any defenses to same. Thus, G-News takes no position as to the possibility of success in the litigation, the likelihood of protracted and expensive litigation, nor the competency and experience of counsel supporting the settlement.

32. In the event that the Court overrules G-News' objection to the settlement, G-News respectfully requests that this Court require (a) the settlement be subject to a motion for approval in the assignment proceedings; and (B) G-News' right to object to the settlement when presented for approval to the Supreme Court be preserved.

CONCLUSION

Based upon the foregoing, G-News respectfully requests that the Court deny approval of the Settlement Agreement unless it provides for payment of the post-Assignment claim of G-News

Dated: July 5, 2023

NORRIS MCLAUGHLIN, PA
400 Crossing Blvd, 8th Floor
Bridgewater, New Jersey 08807
908-722-0700

-and-

GRAFSTEIN AND ARCARO LLC
114 W Main St, New Britain, CT 06051
(860) 674-8003/(860) 676-9168 Fax
Attorneys for G-News Operations, Inc.

By: /s/ Gregory F. Arcaro
Gregory F. Arcaro, Esq. (ct19781)
garcaro@grafsteinlaw.com

Exhibit A

INTERIM MANAGEMENT AGREEMENT

THIS INTERIM MANAGEMENT AGREEMENT (“IMA” or “Agreement”) is effective as of the 25th day of May 2023 (the “Effective Date”), by and between G-News Operations, LLC, with a principal place of business at One Gateway Center, Newark, NJ 07102 (the “Manager”) and Brian W. Hofmeister, solely in his capacity as Assignee for the Benefit of Creditors of HCHK Technologies, Inc. with a principal place of business at 3131 Princeton Pike, Building 5, Suite 110, Lawrenceville, NJ 08648 (the “Assignor”). The foregoing may be referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, HCHK Technologies, Inc. (the “Assignor”), was engaged in the business of providing cloud-based services to its customers (the “Business”); and

WHEREAS, on April 20, 2023, the Assignor conveyed a Deed of Assignment for the Benefit of Creditors to Assignee, as a result of which Assignee became vested with all of Assignor’s interests in its property; and

WHEREAS, Assignor’s assignment proceedings are pending before the Supreme Court of the State of New York (the “Court”) under Index No. 510008/2023; and

WHEREAS, the Assignor recently ceased operating from the property located at 3 Columbus Circle, New York, New York, 20th Floor (the “Office”) and commenced operating the Business remotely; and

WHEREAS, the Manager is interested in acquiring certain assets of the Assignor, Lexington Property and Staffing, Inc. and HCHK Property Management, Inc. (the “Assets”), but is only willing to proceed with an acquisition if the Assignor’s Business immediately resumes operations in the Office; and

WHEREAS, the Manager is simultaneously submitting a Term Sheet to the Assignee for the acquisition of the Assets; and

WHEREAS, the Manager has requested that the Business of the Assignor immediately resume in the Office and continue, on an interim basis; and

WHEREAS, the Manager has proposed to fund, on an interim basis, all expenses of operation of the Business, during the term of this IMA; and

WHEREAS, the Manager expects to enter into a contract with the Assignee to purchase the Assets from the Assignee (the “Contract”). The sale shall be contingent upon, among other things (i) approval of the Court, and (ii) the Business resuming and continuing as a going concern through and including the closing on the sale of the Assets; and

WHEREAS, Assignee desires to engage the Manager to manage the Business on an interim basis and Manager is willing to be so engaged during the term hereof and pursuant to the terms and conditions set forth herein; and

WHEREAS, it is the Parties' intention that this IMA shall be in effect as of the Effective Date, on the one hand, with the understanding that the Assignee shall seek Court approval of the IMA, *nunc pro tunc* to the Effective Date, and closing on the sale of Assets to Manager, on the other hand. In no event shall this IMA continue beyond 60 days from the date of the approval of this IMA by the Court, unless extended by the written consent of the parties and approval of the Court.

NOW THEREFORE, in consideration of the above recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and for their mutual reliance, the Parties hereto agree as follows:

ARTICLE I. NATURE OF RELATIONSHIP

Assignee hereby engages Manager to provide the Management Services (as such term is hereinafter defined), and Manager hereby agrees to render the Management Services for the Business on behalf of Assignee in accordance with the terms and conditions contained in this IMA. The Management Services provided for herein are for an interim period of time, *i.e.*, from the Effective Date through the closing ("Closing") on a Court approved sale of the Assets to the Manager pursuant to the Contract or earlier termination pursuant to the provisions of Article V of this Agreement. This IMA is subject to approval of the Court. If this IMA is not approved by the Court within thirty (30) days of the Effective Date, the Manager has no obligation to proceed with the IMA or any purchase of the Assets from the Assignee.

ARTICLE II. DUTIES AND RESPONSIBILITIES OF MANAGER

Manager hereby agrees to provide the following services for the Business on behalf of Assignee, effective as of the Effective Date (collectively the following constitute the "Management Services"):

2.1 **Conduct Business.** With regard to the day-to-day operation of the Business, the Manager shall have complete control and authority to manage and operate the Business on behalf of Assignee in the ordinary course of business subject to a Budget (defined below). The Manager may resume operations in the Office on the Effective Date. The Manager covenants and warrants that it shall conduct the Business and operations in compliance with all applicable laws. The Manager shall consult with Assignee upon request of Assignee within reason. The Manager shall not incur any expense which in the aggregate exceeds \$10,000 without first obtaining prior written consent from the Assignee; provided, however, Manager shall be permitted to pay payroll for employees and health insurance plans without the prior written consent of Assignee.

2.2 **Management of Staff.** The Manager shall have complete control of and responsibility for the supervision, training, evaluation, scheduling and termination of staff and other personnel as may be deemed reasonably necessary by Manager for the proper and efficient operation of the Business (collectively, the "Staff"). The Manager shall be responsible to (i)

train, manage and supervise all Staff; (ii) hire and fire all Staff; (iii) determine and pay salaries, fringe benefits, bonuses, health and disability insurance, workers' compensation insurance, and any other benefits for all Staff; *provided, however*, Manager may hire Staff only on a terminable "at will" basis during the term of this Agreement.

2.3 **Office Services and Administration.** The Manager shall provide all accounting and related financial support services required in connection with the operation of the Business. These services shall include, but are not limited to, budgeting, financial record keeping, and accounts receivable and accounts payable management.

2.4 **Operation of Business During the IMA Term.** Commencing on the Effective Date of this IMA and continuing until the termination thereof, the Manager shall be responsible for ordering, restocking, and maintenance of inventory; payments to creditors, but only for products, services, taxes, and other debts arising on and after the Effective Date, including, but not limited to, general operating expenses, insurance, rent, security, vendor debt and payroll and related benefits; the sale of all services and products; the collection and payment of all taxes relating to the operation of the Business; the hiring (on at "at will" basis), firing, and payment of salaries and benefits to employees, including without limitation, all withholding taxes and social security payments, workers compensation insurance and the like; and the collection of payment from customers. To the extent that the term of this Agreement extends for less than a full calendar month, the Manager shall only be responsible for payment of a *pro rata* portion of any such expense. The Manager shall maintain sufficient personnel and a level of inventory consistent with historical standards and sufficient to maintain operations as a going concern. Operations shall be consistent with a budget ("Budget") to be provided monthly by the Manager to the Assignee and approved by the Assignee. The first Budget shall be due two (2) days before the Effective Date. By way of explanation, Assignee recognizes that business fluctuates, and "consistent with a Budget" shall mean within 15% of income and/or expenses. Manager shall be authorized to utilize inventory on hand and accounts receivable generated after the Effective Date and collected in the normal course of business, through the end of the term of this IMA, to fund operations. For the avoidance of doubt, Manager shall not be entitled to use cash on hand or accounts receivable generated prior to the Effective Date and collected on or after the Effective Date to operate the Business as such funds remain property of the Assignee. Subject to the foregoing sentence, to the extent revenues are collected during the interim management period that exceed operational expenses, said receipts shall constitute property of the Manager.

2.5 **Bank Accounts.** Upon commencement of Management Services, the Manager shall open and maintain its own operating bank account(s).

2.6 **Working Capital.** If the Manager incurs a working capital shortfall during the IMA term, Manager shall advance a reasonable amount of funds and repay same from business operations. During the IMA term, the Manager shall be entitled to all Business profits and be responsible for all Business losses. Three (3) days before the hearing to approve any sale of Assets pursuant to the Contract, and as a condition of going forward with such hearing, Manager shall (i) fully account for any alleged working capital losses incurred during the IMA term, and (ii) provide the Assignee with proof of payment of all payroll, sales tax, and "trust fund" obligations.

2.7 **Notices and Reports.** The Manager shall provide the Assignee with weekly reporting containing up-to-date information regarding the financial and operational status of the Business.

2.8 **Lease and Safeguard of Assets.** The Manager shall not dispose of any of the Assets pending the sale other than in the ordinary course of business and consistent with the terms of this Agreement. Any rent due on or after the date that the Manager undertakes management of the Business shall be paid by the Manager directly to Assignee on the second to last business day of each month, which will then be remitted by the Assignee to the landlord on the first day of the following month as an operational expense of the Business.

2.9 **Entry Upon Premises and Inspections.** Assignee, his agents, representatives or employees shall be permitted during regular business hours, with reasonable notice, to enter upon the Business premises to inspect the Manager's operation of the Business and preservation of the assets under its control.

ARTICLE III. INDEPENDENT CONTRACTORS

In the performance of this Agreement, it is mutually understood and agreed that the Manager is at all times acting and performing as an independent contractor of, and not an employee, joint venturer, or lessee of, Assignee.

ARTICLE IV. INSURANCE

Manager shall, at its sole cost and expense, procure, keep and maintain throughout the term of this IMA, insurance coverage in the minimum amounts of: Three Million Dollars (\$3,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate for commercial general liability; fire, theft, and as necessary, professional liability insurance; and insurance covering applicable state statutory limits for workers' compensation. In addition to the coverages specifically listed herein, Manager shall maintain any other usual and customary policies of insurance applicable to the work being performed pursuant to this Agreement. Said policies shall cover all of Manager's services hereunder. All policies other than professional liability policies shall name Assignee as an additional insured. Manager shall immediately provide Assignee with an insurance certificate confirming that insurance is in place. To the extent funds are unavailable to pay for insurance from normal business operations, the Manager shall infuse funds as necessary to pay same. In the event Manager procures a "claims-made" policy to meet the insurance requirements herein, Manager agrees to purchase "tail" coverage upon the termination of any such policy or upon termination of this agreement. Said "tail" coverage shall provide for an indefinite reporting period.

ARTICLE IV. INDEMNIFICATION

Manager shall indemnify, defend, and hold harmless Assignee, its professionals, agents, representatives, successors, and assigns against all actions, claims, demands, liabilities, losses,

damages, costs, and expenses, including reasonable attorneys' fees (collectively, the "Losses") to the extent resulting out of: (A) Manager's breach of this Agreement, including, without limitation, breach of any representation, warranty, or covenant of Manager in this Agreement; or (B) any gross negligence or intentional acts or omissions of Manager, its agents or employees, based upon, arising out of or attributable to the performance or non-performance of Manager's obligations under this Agreement. This indemnification shall remain in effect from the Effective Date through six (6) months following the expiration or termination of this Agreement.

ARTICLE V. TERM AND TERMINATION OF AGREEMENT

5.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire upon the earlier of (i) the termination of this Agreement in accordance with Section 5.2 below, (ii) the Closing, or (iii) sixty (60) days from the date of approval of this IMA by the Court.

5.2 **Events of Termination.** In addition to the expiration of the Agreement in accordance with Paragraph 5.1 above, this Agreement may be terminated upon the occurrence of any of the following events:

A. **Mutual Written Agreement.** The mutual written agreement of the Parties.

B. **Material Breach.** In the event of a material breach of this Agreement by either Party, the other Party shall provide written notice upon the defaulting Party ("Default Notice") specifying the nature of the breach. In the event such breach is not cured to the reasonable satisfaction of the non-defaulting Party within ten (10) business days after the service of Default Notice, this Agreement shall automatically terminate at the election of the non-defaulting Party upon giving written notice of termination to the defaulting Party.

ARTICLE VI. MISCELLANEOUS

6.1 **Notice.** All notices, payments, or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given only if sent by hand delivery or by recognized overnight courier, all charges prepaid, addressed as follows (or to such other addresses as subsequently designated by a Party from time to time pursuant to this Section 6.2):

If to Seller:	Brian W. Hofmeister 3131 Princeton Pike, Building 5 Suite 110, Lawrenceville, NJ 08648
---------------	--

With copies to: Cole Schotz P.C.
1325 Avenue of the Americas, 19th Floor
New York, New York 10019
Attn: Ryan T. Jareck, Esq.

If to Buyer: G-News Operations, LLC
One Gateway Center,
Newark, New Jersey 07102
Attn: Irene Feng

With copies to: Norris McLaughlin P.A.
400 Crossing Blvd, 8th Floor, P.O. Box 5933
Bridgewater, New Jersey 08807
Attn: Melissa Pena, Esq.

6.2 **Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors and assigns; provided, however, except to the extent otherwise provided herein, no Party may assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Either Party shall have the right to assign this Agreement to a subsidiary of such Party or to a corporation or other entity controlling, controlled by or under common control with such Party upon written notice to the other Party.

6.3 **Choice of Law and Venue.** The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of New York and that the Supreme Court of the State of New York where the pending assignment proceedings reside shall have venue for any litigation, special proceeding or other proceeding as between the Parties that may be brought, or arise out of, in connection with or by reason of this Agreement.

6.4 **Other.** This IMA is subject to the approval of the Court. The recitals set forth above are incorporated herein by reference. This Agreement constitutes the entire agreement of the Parties respecting the subject matter herein. The Parties may not alter, amend, or modify this Agreement except by an instrument in writing executed by both. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Facsimile or "pdf" signatures shall be deemed original.

IN WITNESS WHEREOF, the undersigned have caused this Interim Management Agreement to be executed as of the date and year written above.

MANAGER, G-NEWS OPERATIONS, LLC

By: Irene Feng
Irene Feng, Authorized Representative

BRIAN W. HOFMEISER, SOLELY IN HIS
CAPACITY AS ASSIGNEE FOR THE BENEFIT
OF CREDITORS OF HCHK TECHNOLOGIES,
INC.

By: _____
Brian W. Hofmeister

IN WITNESS WHEREOF, the undersigned have caused this Interim Management Agreement to be executed as of the date and year written above.

MANAGER, G-NEWS OPERATIONS, LLC

By: Irene Feng
Irene Feng, Authorized Representative

BRIAN W. HOFMEISER, SOLELY IN HIS
CAPACITY AS ASSIGNEE FOR THE BENEFIT
OF CREDITORS OF HCHK TECHNOLOGIES,
INC.

By: Brian W. Hofmeister
Brian W. Hofmeister

Exhibit B

Account Name: G NEWS OPERATIONS LLC		Home Phone: 973 / 454 - 6887		Business Phone: 973 / 454 - 6887	
Wire Amount and Source of Funds					
Create AU:	Amount (US Dollars):	Debit Wells Fargo Account:	Bank/COD:		
0067590	\$80,032.50	6694703635	00347		
Beneficiary/Recipient Information (This is the ultimate recipient of the wire transfer funds)					
Beneficiary/Recipient Name:		Name/Address Line 1:			
Versace USA Inc		11 west 42nd Street			
Beneficiary Account Number/IBAN (Foreign)/CLABE (Mexico):		Name/Address Line 2:			
158376950					
Purpose of Funds:		Name/Address Line 3:			
		New York, NY, US			
		Beneficiary Phone Number:			
Additional Instructions:					
20th floor rent sublease month on June 2023					

Customer Copy

WTR6603 (2-20 SVP)



Your Business Owner's Policy Quote

Prepared for:

G-News Operations LLC
1 GATEWAY CTR STE 2600
NEWARK, NJ 07102-5323

Your Primary Location:

3 COLUMBUS CIR.
NEW YORK, NY 10019-8760

Class & Class Code:

Technology Consulting, Staffing & Custom
Programming; 42751

Policy Term:

May 23, 2023 – May 23, 2024

Quote Good Through*:

August 20, 2023

Proposal Creation Date:

May 23, 2023, 10:29 AM

Insurance underwritten by: Hartford Underwriters
Insurance Company.

What To Do Next:

Thank you for your interest in The
Hartford. For questions or to purchase
coverage, contact Terri Falkenstern at
(401) 885-1400

Your Reference Number:

13 SBA AY1BUV-001

Audit Period: Non-Auditable

Agency Information:

WORLD INSURANCE ASSOCIATES
LLC
656 Shrewsbury Ave Ste 200
Tinton Falls, NJ 07701

*Premium is based on information provided during the application process and is subject to change should any change be made to the policy. Examples of possible changes include, but are not limited to, changes to coverage, Named Insured(s), location(s), and effective date.

PREMIUM SUMMARY			
COVERAGE			PRICE
Business Owner's Policy			\$1,497
Data Breach			\$614
Fees and Surcharges			\$13
Umbrella			\$1,344
YOUR ESTIMATED ANNUAL PREMIUM:			\$3,468**
Proposal summary	Page 2	Recommended coverages	Page 11
Coverage details	Page 5	Payment options	Page 12

**Your Estimated Premium may change based on coverage changes made through endorsement or if your policy is subject to Premium Audit.

1 The Hartford's Customer Claims Ratings as of February 2019. Customer claims reviews were collected and tabulated by The Hartford and reviews are not representative of all customers.

This document is only a proposal. It can't be used as proof of coverage, unless bound by an authorized agent.

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Your Business Owner's Policy Quote

Acknowledged and Accepted by

Linu Feng
(Signature of insured)

05/23/2023
(Date)

¹ The Hartford's Customer Claims Ratings as of February 2019. Customer claims reviews were collected and tabulated by The Hartford and reviews are not representative of all customers.

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Quote Summary:

Coverage for Your Small Business

This quote overview was created to show you how we propose to cover your business and to help you feel confident in the coverages that have been selected. Each section below breaks out some of the important features of your proposed policy.

We're ready to welcome you as a customer of The Hartford! All that's left is for you to let us/your agent know when you'd like to start your coverage.

LOCATION(S)			
LOCATION CLASS CODE(S)	DESCRIPTION	TYPE AND AREA	VALUATION
LOC 1; BLDG 1 42751	3 COLUMBUS CIR NEW YORK, NY 10019-8760	Fire Resistive, 21,000 sq ft	How we calculate the value of your property Business Personal Property: Replacement Cost

POLICY SUMMARY

PROPERTY

Your PROPERTY COVERAGE protects property that you own, lease or rent. This can include buildings, equipment, inventory and even cash, securities or valuable records. The below overview shows some of your Property limits.

PROPERTY LIMITS	
DEDUCTIBLE: \$1,000	LOC 1; BLDG 1
WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE	NA
BUILDING LIMIT We'll pay up to the limit to repair or replace your buildings and structures at the covered location. This includes additions, fixtures and equipment you've installed.	\$0
BUSINESS PERSONAL PROPERTY LIMIT We'll pay up to the limit to repair or replace your furniture, supplies, inventory and other things your business uses.	\$500,000

S STRETCH® COVERAGE

Where Property coverage was elected for you, you'll benefit from added coverages, increased limits and an added blanket limit. We use an **S** on the Property Coverage Detail page to indicate coverages that have been added or enhanced by your STRETCH®.

STRETCH® -
\$50,000
Blanket

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Quote Summary:

Coverage for Your Small Business

CONTINUED

BUSINESS LIABILITY (Also known as General Liability)

Your BUSINESS LIABILITY COVERAGE helps protect and defend your business from covered claims alleging that you damaged someone's property, injured them or defamed them. The below overview shows some of your Business Liability limits.

EACH OCCURRENCE LIMIT We'll pay up to this amount for all claims related to a single incident. This total applies no matter how many people make claims.	\$1,000,000
GENERAL AGGREGATE LIMIT We'll pay up to this total amount for all losses that occur during your policy term, except for those losses that are included in the Products/Completed Operations Aggregate, which are paid under a separate aggregate limit as described below.	\$2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE We'll pay up to this total amount for all losses that occur during your policy term as a result of work you completed or for a product you distributed or sold. It does not cover you for things that happen while you are doing work.	\$2,000,000

DATA BREACH

Your DATA BREACH COVERAGE helps protect and defend you if the personally identifiable information you hold about clients, partners and employees is lost or stolen. The below overview shows some of your Data Breach limits.

DATA BREACH – DEFENSE AND LIABILITY LIMIT	
Data Breach – Defense and Liability Each Claim Limit We'll pay up to this amount for all loss resulting from a single data breach claim covered under Data Breach - Defense and Liability coverage.	\$500,000
Data Breach – Defense and Liability Annual Aggregate Limit We'll pay up to this amount for all loss resulting from all data breach claims covered under Data Breach - Defense and Liability coverage.	\$500,000
BUSINESS INCOME & EXTRA EXPENSE SUB-LIMIT This covers lost business income and extra expenses a policyholder incurs as the result of a data breach. Coverage only applies if the data breach resulted in an actual slowdown or cessation of the policyholder's business operation during the policy period.	\$10,000
BUSINESS INCOME & EXTRA EXPENSE WAITING PERIOD A waiting period refers to the time you must wait before some or all of the coverage comes into effect.	24 hours

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Quote Summary:

Coverage for Your Small Business

CONTINUED

EXTORTION THREATS SUB-LIMIT This covers extortion expenses and ransom payments that result from a threat to commit an act that if committed would directly result in the loss, theft, release of publication or personally identifiable information.	\$10,000
EXTENDED REPORTING PERIOD An extended reporting period can continue coverage for certain policies after they expire.	60 days

UMBRELLA

Your UMBRELLA COVERAGE provides an additional layer of financial protection if a covered claim against your business is more than your standard policy limits. Think of it as an insurance back-up plan. The below overview shows some of your Umbrella limits.

EACH OCCURRENCE LIMIT We'll pay up to this amount for all the claims related to a single incident.	\$3,000,000
AGGREGATE LIMITS There are various aggregate limits in your umbrella policy. We'll pay up to the applicable aggregate limit for all applicable loss that occurs during your policy term.	\$3,000,000
SELF-INSURED RETENTION The amount you may have to pay before your Umbrella coverage starts if no underlying insurance applies.	\$10,000

CUSTOMIZED COVERAGES FOR YOUR BUSINESS

These added coverages make your policy more unique. They protect against specific risks your business could face.

BUSINESS LIABILITY COVERAGES ADDED		
COVERAGE	LIMIT	PREMIUM
Blanket Additional Insured by Contract	Included ¹	\$53
Hired Auto and Non-Owned Auto	Included ¹	\$170
Technology Services Coverage Extension	Included ¹	\$7

¹ Included in Business Liability Limit(s)

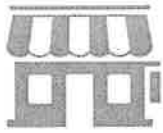
UMBRELLA LIABILITY COVERAGES		
COVERAGE	LIMIT	PREMIUM
Hired Auto and Non-Owned Auto - Umbrella	Included*	N/A

* Included in Umbrella Limits

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Property Coverages Detail

Below you'll find a breakdown of the specific property coverages your policy includes. These coverages only apply to the location(s) where Property coverage was elected.

You'll also see a specific limit, which is either the maximum dollar amount or the length of time that your coverage pays.

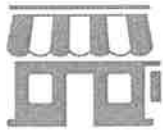
S INDICATES COVERAGES THAT HAVE BEEN ADDED OR ENHANCED BY THE ADDITION OF YOUR STRETCH®.
STRETCH® BLANKET LIMIT: \$50,000

PROPERTY COVERAGES	TOTAL LIMIT OF INSURANCE
S Accounts Receivable	Included in STRETCH® Blanket Limit
Arson and Theft Reward	\$10,000
S Back-up of Sewers and Drains Coverage	Included ²
S Brands and Labels	Included ²
S Building Property of Others	\$10,000
S Business Income and Extra Expense	
S Extended Business Income	60 days
S Limit Type	Actual Loss Sustained
S Period of Restoration	12 months
S Waiting Period	None
S Business Income for Off-Premises Utility Services	
S Limit	\$25,000
S Waiting Period	12 hours
Business Income from Civil Authority Actions	
Duration of Coverage	30 days
Waiting Period	None
S Business Income from Dependent Properties	

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Property Coverages Detail

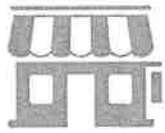
CONTINUED

PROPERTY COVERAGES	TOTAL LIMIT OF INSURANCE
<input checked="" type="checkbox"/> Limit	\$25,000
<input checked="" type="checkbox"/> Period of Restoration	12 months
<input checked="" type="checkbox"/> Waiting Period	None
<input checked="" type="checkbox"/> Business Income from Off-Premises Operations	
<input checked="" type="checkbox"/> Extended Business Income	60 days
<input checked="" type="checkbox"/> Limit	\$25,000
<input checked="" type="checkbox"/> Waiting Period	None
<input checked="" type="checkbox"/> Business Income from Websites	
<input checked="" type="checkbox"/> Limit	\$10,000
<input checked="" type="checkbox"/> Max Period of Restoration	7 days
<input checked="" type="checkbox"/> Waiting Period	12 hours
<input checked="" type="checkbox"/> Claim Expense	\$10,000
Collapse	Included ²
<input checked="" type="checkbox"/> Computers Worldwide	Included in STRETCH [®] Blanket Limit
<input checked="" type="checkbox"/> Contract Penalties	\$1,000
<input checked="" type="checkbox"/> Debris Removal	Included in STRETCH [®] Blanket Limit
<input checked="" type="checkbox"/> Limit	25% of amount paid for covered loss
<input checked="" type="checkbox"/> Electronic Data	
<input checked="" type="checkbox"/> Policy Year Limit	\$50,000
<input checked="" type="checkbox"/> Employee Dishonesty Coverage - Excludes ERISA Compliance	\$10,000
Equipment Breakdown	Included ²
Deductible	Property Deductible
Defense	Included

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Property Coverages Detail

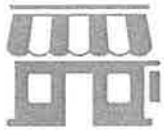
CONTINUED

PROPERTY COVERAGES	TOTAL LIMIT OF INSURANCE
Expediting Expenses	\$50,000
Hazardous Substances	\$50,000
Supplementary Payments	Included
<input checked="" type="checkbox"/> Expediting Expenses	\$10,000
<input checked="" type="checkbox"/> Fine Arts Coverage	\$10,000
<input checked="" type="checkbox"/> Fire Department Service Charge	Included in STRETCH® Blanket Limit
Fire Extinguisher Recharge	Included ²
<input checked="" type="checkbox"/> Forgery Coverage (Including Credit Cards, Currency and Money Orders)	\$25,000
<input checked="" type="checkbox"/> Fraudulent Transfer Coverage	\$10,000
Garages, Storage Buildings, and Other Appurtenant Structures	\$50,000
Glass Expense	Included ²
Identity Recovery Coverage for Businessowners and Employees	
Deductible	\$250
Limit	\$15,000
Lost Wages and Child and Elder Care Expense	\$250 per day, \$5,000 per policy year
Mental Health Sublimit	\$1,500
<input checked="" type="checkbox"/> Interruption of Computer Operations	
<input checked="" type="checkbox"/> Period of Restoration	12 months
<input checked="" type="checkbox"/> Policy Year Limit	\$25,000
<input checked="" type="checkbox"/> Waiting Period	12 hours
Lease Assessment	\$2,500
Leasehold Improvements	\$25,000
Lock and Key Replacement	\$1,000

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Property Coverages Detail

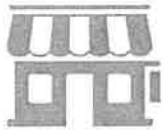
CONTINUED

PROPERTY COVERAGES	TOTAL LIMIT OF INSURANCE
<input checked="" type="checkbox"/> Lost Keys	\$1,000
Money and Securities Coverage	
Inside the Premises Limit	\$10,000
Outside the Premises Limit	\$5,000
<input checked="" type="checkbox"/> Newly Acquired or Constructed Property	
<input checked="" type="checkbox"/> Newly Acquired or Constructed BI/EE Limit	\$250,000
<input checked="" type="checkbox"/> Newly Acquired or Constructed BPP Limit	\$500,000
<input checked="" type="checkbox"/> Non-Owned Detached Trailers	Included in STRETCH® Blanket Limit
<input checked="" type="checkbox"/> Off-Premises Utility Services - Direct Damage	\$10,000
Ordinance or Law Coverage	
Increased Cost of Construction & Demolition Costs Limit	\$25,000
Undamaged Part Limit	\$25,000
<input checked="" type="checkbox"/> Outdoor Property	\$25,000
<input checked="" type="checkbox"/> Outdoor Signs on Premises	\$10,000
<input checked="" type="checkbox"/> Pairs or Sets	Included ²
<input checked="" type="checkbox"/> Paved Surfaces	\$15,000
<input checked="" type="checkbox"/> Personal Effects	Included in STRETCH® Blanket Limit
Pollutants and Contaminants Clean up and Removal	\$15,000
Preservation of Property	45 days
<input checked="" type="checkbox"/> Property Off-Premises	\$25,000
<input checked="" type="checkbox"/> Salespersons Samples	\$1,000
<input checked="" type="checkbox"/> Spoilage	Included in STRETCH® Blanket Limit
<input checked="" type="checkbox"/> Business Income Limit	\$10,000

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Property Coverages Detail

CONTINUED

PROPERTY COVERAGES	TOTAL LIMIT OF INSURANCE
<input checked="" type="checkbox"/> Waiting Period	12 hours
<input checked="" type="checkbox"/> Sump Overflow or Sump Pump Failure	\$15,000
Theft Damage to Building	Included ²
<input checked="" type="checkbox"/> Transit Business Income	
<input checked="" type="checkbox"/> Limit	\$10,000
<input checked="" type="checkbox"/> Period of Restoration	12 months
<input checked="" type="checkbox"/> Waiting Period	None
<input checked="" type="checkbox"/> Transit Coverage	\$10,000
<input checked="" type="checkbox"/> Unauthorized Business Card Use	\$2,500
<input checked="" type="checkbox"/> Valuable Papers and Records	Included in STRETCH® Blanket Limit
<input checked="" type="checkbox"/> Valuation Changes: Commodity, Finished and Mercantile Stock	Included within Covered Property Limit (Building and/or BPP)
Water Damage, Other Liquid, Powder or Molten Material Damage	Included ²

² Included within Covered Property Limit(s) (Building and/or Business Personal Property)

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Business Liability Coverages Detail

Businesses can face many different kinds of business liability risks. And a policy can respond to them in different ways. Below you'll find a breakdown of the specific business liability coverages your policy includes. You'll also see a specific limit, which is either the maximum dollar amount or the length of time that your coverage pays.

BUSINESS LIABILITY COVERAGE	TOTAL LIMIT OF INSURANCE
Business Liability	
Liability and Medical Expenses Limit	\$1,000,000
Medical Expenses Limit	\$10,000
Damage To Premises Rented To You Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Property Damage Liability Deductible	No Deductible
Waiver of Subrogation - Blanket	Included

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Recommended Coverages

Some excellent choices have already been made to cover your business. We know there may be other protections you'd like to know about. So take a look at these coverages you may also be interested in.

Please note that the estimated premium amounts indicated below are based on information provided during the quote process and certain assumptions including coverage limits.

WHAT IT'S CALLED	WHAT IT COSTS	WHAT IT IS	WHY YOU SHOULD ADD THIS
FailSafe Technology Errors or Omissions Liability	\$2,027 per year	This coverage helps protect you if a customer claims that you provided them with bad technology advice or services that cost them money.	Clients depend on your technology services and advice. If you make a mistake and it costs them money, you could face significant costs to make it right.
Technology Services Coverage Extension Plus	\$20 per year	This extends your business liability bodily injury, property damage, and personal and advertising injury protections to your professional technology services.	This gives you some additional protections from technology services activities that aren't included in your business liability policy.
Electronic Media Liability	\$7 per year	Electronic Media Liability has a package of coverages which expands the personal and advertising injury coverages to help protect you from some internet-related personal and advertising injuries.	This extends some personal and advertising liability protections to your online activities on your website, your chat room, and your bulletin board.

Acknowledged and Accepted By

Signature of the Insured

Date

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Payment Options

DIRECT BILL OPTIONS

Choose one of these four options to pay your bill:

- **AutoPay.** Sign up for Repetitive Electronic Funds Transfer (EFT) to pay automatically from your bank account. You'll save on payment fees and get the convenience and peace of mind of automated payments.
- **Online.** Register at thehartford.com/servicecenter to pay your bill quickly and securely.
- **Check.** Mail your check and include your payment stub in the envelope we provide.
- **Phone.** Call us toll-free 866-467-8730 to pay your bill by phone.

PAYMENT BREAKDOWN

The charts below show how we'll bill you, according to the payment plan you select. We calculate the due date(s) and minimum amount(s) due based on the anticipated effective date of the policy. Keep in mind that the dates and amounts could change depending on when the policy is processed.

FULL PAY			
One Payment – Paid in full discount applies			
DUE DATE		PAYMENT AMOUNT	
06/23/2023		\$3,286.89	

MONTHLY OPTIONS – TOTAL ANNUAL ESTIMATED PREMIUM: \$3,467.80			
NUMBER OF PAYMENTS	DUE DATE	With AutoPay Fee: \$5 per payment	Without AutoPay Fee: \$8 per payment
		PAYMENT AMOUNT	PAYMENT AMOUNT
Two	06/23/2023	\$1,740.30 – Initial Down Payment	\$2,085.80 – Initial Down Payment
	10/23/2023	\$1,727.50	\$1,382.00
Four	06/23/2023	\$876.55 – Initial Down Payment	\$1,049.30 – Initial Down Payment
	08/23/2023	\$863.75	\$863.75
	11/23/2023	\$863.75	\$863.75
	02/23/2024	\$863.75	\$691.00
Ten	06/23/2023	\$358.30 – Initial Down Payment	\$876.56 – Initial Down Payment
	07/23/2023	\$345.50	\$288.84
	08/23/2023	\$345.50	\$287.80
	09/23/2023	\$345.50	\$287.80
	10/23/2023	\$345.50	\$287.80
	11/23/2023	\$345.50	\$287.80
	12/23/2023	\$345.50	\$287.80
	01/23/2024	\$345.50	\$287.80
	02/23/2024	\$345.50	\$287.80
	03/23/2024	\$345.50	\$287.80

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Payment Options

CONTINUED

NUMBER OF PAYMENTS	DUE DATE	With AutoPay Fee: \$5 per payment	Without AutoPay Fee: \$8 per payment
		PAYMENT AMOUNT	PAYMENT AMOUNT
Twelve	06/23/2023	\$669.25 – Initial Down Payment	\$669.25 – Initial Down Payment
	07/23/2023	\$310.95	\$310.95
	08/23/2023	\$310.95	\$310.95
	09/23/2023	\$310.95	\$310.95
	10/23/2023	\$310.95	\$310.95
	11/23/2023	\$310.95	\$310.95
	12/23/2023	\$310.95	\$310.95
	01/23/2024	\$310.95	\$310.95
	02/23/2024	\$310.95	\$310.95
	03/23/2024	\$310.95	\$310.95

A payment fee is assessed on each payment invoice except where prohibited by law.

Any down payment provided will be withdrawn immediately regardless of down payment date shown.

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Mandatory disclosure: insuring against terrorism

Terrorism Premium: \$68

Protecting your business means preparing for risks – even unlikely ones. Your policy includes coverage in the event of a terrorist attack. In order to offer that coverage, we are required to provide you the following disclosure about your premiums, coverage and related information.

Terrorism Coverage and Premium

In accordance with the federal Terrorism Risk Insurance Act (as amended "TRIA"), we are required to make coverage available under your policy for "certified acts of terrorism." The actual coverage provided by your policy(ies) will be limited by the terms, conditions, exclusions, limits, and other provisions of your policy(ies), as well as any applicable rules of law.

The portion of your premium attributable to terrorism coverage is shown above or in the premium section(s) of this quote proposal or binder.

Definition of Certified Act of Terrorism

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

Disclosure of Federal Share of Terrorism Losses under TRIA

The United States Department of the Treasury will reimburse insurers for 80% of insured losses that exceed the applicable insurer deductible.

However, if aggregate industry insured losses under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

Cap on Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year, and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible.

In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

Note to Producer on TRIA: The premium for terrorism coverage and the TRIA disclosures above must be provided to the insured or prospect at the time of quoting. If you are not using this quote proposal, you can use The Hartford's stand-alone TRIA disclosure form for quotes and binders, which is available on the EBC or from the company.





Electronic Delivery Consent Form for Commercial Business Insurance Customers

TERMS & CONDITIONS FOR PAPERLESS DELIVERY OF COMMUNICATIONS FOR COMMERCIAL INSUREDS

By consenting to receive communications from The Hartford, electronically, through your agent:

_____ (hereinafter "your agent"), you are agreeing that documents and official notices which you are required to receive may be sent to you electronically rather than in paper form. You agree these paperless communications are the legal equivalent of officially required communications relating to your policy(ies) which you would otherwise receive in paper form. These communications may include, but are not limited to, policy declarations, policy forms and endorsements and related forms, insurance ID cards, billing statements, legally required notices, and other official correspondence. YOU AGREE TO RECEIVE ALL MAILINGS AND COMMUNICATIONS ELECTRONICALLY. SUCH ELECTRONIC MAILING OR COMMUNICATIONS MAY EVEN INCLUDE CANCELLATION OR NONRENEWAL NOTICES. This consent will apply to all policies The Hartford may issue to you.

Not all documents are currently available for electronic delivery. Those that are not available will continue to be sent to you by your agent via US mail. As new documents become available for electronic delivery, your agent may send them electronically.

You may at any time, request that your agent resume communications through the delivery of paper documents. You will not be charged a fee for this request and may make such request by notifying your agent in writing or by email: _____. Your request to withdraw consent to receive communications by electronic means will be effective at the conclusion of the policy term.

You agree to provide your agent with your current email address so your agent can send you notices and other documents via email or notify you that documents are available for your review. You also agree to update your account and notify your agent of any change in your email address. You can make such a change by notifying your agent via one of the methods listed above. You agree to be responsible for any late payment fees that result from your failure to provide your agent with your current email address.

You may request a paper copy of an official notice sent to you, or of your policy documents. There is no fee to request such copies. You may make such request by notifying your agent via one of the methods listed above. Official policy notices and other documents will be sent solely and directly to you and will not be emailed to other users.

SYSTEM REQUIREMENTS: You acknowledge and agree that you have sufficient access to a privately owned computer and email system (as opposed to one with limited access, such as those housed in public libraries) that will: Permit you to access, view, and print the communications your agent will send; permit you to receive emails that contain hyperlinks to websites; and permit you to access websites. The following system requirements are necessary for you to receive and view these communications:

You must have Adobe Reader version 4.0 or later. Download the correct version of Acrobat Reader from the Adobe website at adobe.com.



Electronic Delivery Consent Form for Commercial Business Insurance Customers

CONTINUED

ATTENTION AGENTS: THE FOLLOWING SENTENCE MUST BE INCLUDED/COMPLETED ONLY IF INSURED WILL BE ACCESSING DOCUMENTS VIA AN ELECTRONIC FILING CABINET OR OTHER ONLINE PORTAL:

Online documents are supported on Microsoft Internet Explorer version ____ and later, Firefox version ____ and later, and Google Chrome version ____ and later.

By signing this document, you (a) agree that you are the named insured and (b) agree to the terms and conditions of Paperless Delivery.

Please note that even if you enroll in Paperless Delivery, your agent may deliver certain documents via U.S. Mail due to legal requirements and/or system limitations.

☐ I accept the terms & conditions set forth above and consent to enroll in paperless delivery.

You must list below one policy number from The Hartford; however, please be advised this consent will apply to *all* policies issued to you by The Hartford.

Policy No.

Authorized Person - Name and Title

Authorized Person Email Address

Date

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including Hartford Fire Insurance Company. Its headquarters is in Hartford, CT.

17-0547 © April 2018 The Hartford



Your Workers' Compensation Insurance Quote

Proposal created date:

May 23, 2023 12:11 PM

Quote good through*:

August 20, 2023 12:00 AM

Your reference number:

13 WEC AY1C6D - 002

Policy term:

May 23, 2023 - May 23, 2024

Information about your business:

G-News Operations LLC
3 Columbus Circle
New York, NY 10019

Information about your agent:

WORLD INSURANCE ASSOCIATES LLC
656 Shrewsbury Ave Ste 200
Tinton Falls, NJ 07701

Proposal created by:

Terri Falkenstern
terrif@worldinsurance.com
(401) 885-1400

*Premium is based on information provided during the application process and is subject to change should any change be made to the policy. Examples of possible changes include, but are not limited to, changes to coverage, Named Insured(s), location(s), and effective date.

YOUR ESTIMATED ANNUAL PREMIUM IS: \$2,321.00

SEE INSIDE:

Your Proposal Coverage and Policy Limits	Page 2	How We'll Calculate Your Final Premium	Page 4
Your Class Code and Rating Details	Page 3	How to Pay Your Premium	Page 5

IMPORTANT MESSAGE:

- Please review the coverages and limits displayed to ensure that they are appropriate for the needs of your business.
- To accept the terms of the quote proposal, be sure to sign where indicated.

WHAT YOU NEED WHEN YOU NEED IT

The Hartford was the first insurer with a dedicated small business team more than 30 years ago. Today, we're still the best choice for small business, providing our customers with industry-leading products and online service tools like 24/7 account access, online bill pay and more.

This document is only a proposal. It can't be used as proof of coverage, unless bound by an authorized agent.

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including Hartford Fire Insurance Company. Its headquarters is in Hartford, CT. Customer claims reviews were collected and tabulated by The Hartford and reviews are not representative of all customers. © 2022 The Hartford



Your Proposal Coverage and Policy Limits

Part 1: Workers' Compensation Insurance

This section of your policy pays to treat, rehabilitate and replace income of workers who are injured on the job. Statutory coverage as provided by the following states:

- New York

Notes for owners/officers:

- NY-Included

Part 2: Employer's Liability Insurance

This section of your policy pays to indemnify and defend you from lawsuits by injured workers.

LIMITS OF INSURANCE		
Bodily Injury By Accident	\$ 1,000,000	Each Accident
Bodily Injury By Disease	\$ 1,000,000	Policy Limit
Bodily Injury By Disease	\$ 1,000,000	Each Employee

HOW WE ESTIMATED YOUR PREMIUM

Your premium depends on several factors, aside from your coverage choices above. Two key factors are your class code and your rate. A class code is a standardized way to describe your employees' jobs. We do this because each type of job has inherently different risks.

The class code determines the rate, which is the amount you pay for every \$100 of your payroll. We multiply that rate by your premium basis. That's your best guess at the total amount you'll pay those employees during the policy year.

At the end of the year, we'll review your premium basis together to make sure it was correct. This is called a "premium audit." (See "How we calculate your final premium" for more information about this.)

Your premium calculations also include payroll-based factors. These include, but are not limited to, state surcharges, catastrophe, minimum premium, experience modification, and terrorism.

You'll find a breakdown of these and other charges beginning on the following pages.

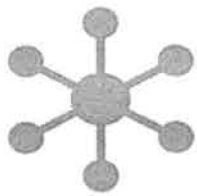
ACKNOWLEDGED AND ACCEPTED BY:

Signature of the Insured

05/23/2023

Date

Reference Number: 13 WEC AY1C6D - 002



Your Class Code and Rating Details

We calculate your premium based on every employee, location and state. Below you'll find calculations for your employees located in New York

Location: 1

Your employees are located at: 3 Columbus Circle
New York, NY 10019

CLASS CODE	DESCRIPTION	RATE	BLENDED RATE	PREMIUM BASIS (RATE PER \$100 OF EXPOSURE)	CLASS PREMIUM
8742	SALESPERSONS, COLLECTORS OR MESSENGERS - OUTSIDE	0.25	0.32	200,000	\$ 500.00
8810	CLERICAL OFFICE EMPLOYEES NOC	0.10	0.15	1,000,000	\$ 1,000.00

DESCRIPTION OF CHARGE	PREMIUM ADJUSTMENT	AMOUNT
Total Class Premium		\$ 1,500.00
Total Estimated Annual Standard Premium		\$ 1,500.00
Expense constant	0	\$ 200.00
Catastrophe (other than certified acts of terrorism) -NY Percapita Classes	0	\$ 0.00
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement \$1,200,000.00	0.031000	\$ 372.00
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement - NY Percapita	0	\$ 0.00
New York State Assessment	9.800000	\$ 189.00
Catastrophe (other than certified acts of terrorism) \$1,200,000.00	0.005000	\$ 60.00
STATE ESTIMATED ANNUAL PREMIUM		\$ 2,321.00

As required by law, workers' compensation policies are subject to an annual premium audit.

Merit and Experience Mods are tentative and subject to final calculation.

To learn more about how your premium is calculated on the payroll billing method please visit:

<https://www.thehartford.com/blended>

Like many insurance companies, The Hartford is legally made up of several property and casualty affiliate companies. Depending on the state, the "writing company" may be different. Coverage in this state is provided by: Hartford Accident and Indemnity Company, a member company of The Hartford.



How We'll Calculate Your Final Premium

Keep in mind that the minimum annual premium required in your state is \$228.00. We are not allowed to charge less than that.

Your business can change a lot over the course of the year and your insurance premium should reflect your business. We base your premium estimate on your current payroll. At the end of the year, we need to double-check, or "audit," your payroll to verify we charged you correctly.

Your premium will change, for example, if you:

- Hire or terminate employees
- Pay overtime
- Give raises
- Change employees' job functions

If it turns out you overpaid, we refund you. If you underpaid, we bill you for the difference. Not only is it required of us, we want to bill you fairly based on actual payroll.

If you choose to pay your premium with Payroll Billing, we rely on real-time payroll to calculate your monthly premiums, resulting in more accurate premium payments. This means you are less likely to pay more than you need to throughout the year or owe an audit adjustment at the end of the policy term because of under-reported payroll.

WE'LL REACH OUT WHEN IT'S TIME

As your policy term ends, we'll send you a request for the information we'll need to complete your premium audit. You'll most likely just have to submit a few documents and answer some questions about your business. It's a simple and straightforward process.



How to Pay Your Premium

You can pay your worker's comp premiums after you receive your bill each month. But you also have another option.

CHOOSE THE HARTFORD'S PAY-AS-YOU-GO WORKERS' COMP BILLING OPTION

Compared to an estimated annual payroll amount, The Hartford's option relies on real-time payroll to calculate your workers' comp premiums, resulting in more accurate premium payments.

SO, you're less likely to pay more than you need to throughout the year – or have an audit* adjustment due to underreported payroll.

Here's how it works.

Your payroll company shares your payroll amount with us each time it's run.

We calculate your premium based on your exact payroll and send you a withdrawal email indicating the amount due before the withdrawal.

We automatically deduct your premium from your bank account after each payroll cycle.

And, regardless of payroll provider we have a pay-as-you-go solution.

* All workers' compensation policies require a premium audit.

WATCH to learn more. Then, ask your agent to switch you to Pay-as-you-go.

Here are your options if you don't opt for payroll billing:

- **AutoPay.** Sign up for Repetitive Electronic Funds Transfer (EFT) to pay automatically from your bank account. You'll save money by reducing your installment fees. Ask your insurance professional how to set it up.
- **Online.** Register at thehartford.com/servicecenter to pay your bill quickly and securely.
- **Check.** Mail your check and include your payment stub in the envelope we provide.
- **Phone.** Call us toll-free 1-866-467-8730 to pay your bill by phone.



How to Pay Your Premium

CONTINUED

DIRECT BILL PAYMENT BREAKDOWN

The chart below show how we'll bill you, according to the payment plan you select. We calculate the due date(s) and minimum amount(s) due based on the anticipated effective date of your policy.

Keep in mind that the dates and amounts could change depending on when the policy is processed.

Full Pay			
One Payment			
Due Date		Payment Amount	
06/23/2023		\$2,321.00	

MONTHLY OPTIONS – TOTAL ANNUAL ESTIMATED PREMIUM: \$2,321.00			
		With AutoPay Fee: \$5 per payment	Without AutoPay Fee: \$7 per payment
NUMBER OF PAYMENTS	DUE DATE	PAYMENT AMOUNT	PAYMENT AMOUNT
Two	06/23/2023	\$1,255.00 – Initial Down Payment	\$1,468.20
	10/23/2023	\$1,066.00	\$852.80
Four	06/23/2023	\$722.00 – Initial Down Payment	\$828.60
	08/23/2023	\$533.00	\$533.00
	11/23/2023	\$533.00	\$533.00
	02/23/2024	\$533.00	\$426.40
Ten	06/23/2023	\$402.20 – Initial Down Payment	\$721.96
	07/23/2023	\$213.20	\$178.24
	08/23/2023	\$213.20	\$177.60
	09/23/2023	\$213.20	\$177.60
	10/23/2023	\$213.20	\$177.60
	11/23/2023	\$213.20	\$177.60
	12/23/2023	\$213.20	\$177.60
	01/23/2024	\$213.20	\$177.60
	02/23/2024	\$213.20	\$177.60
	03/23/2024	\$213.20	\$177.60
Twelve	06/23/2023	\$594.08 – Initial Down Payment	\$594.08
	07/23/2023	\$191.88	\$191.88
	08/23/2023	\$191.88	\$191.88
	09/23/2023	\$191.88	\$191.88
	10/23/2023	\$191.88	\$191.88
	11/23/2023	\$191.88	\$191.88
	12/23/2023	\$191.88	\$191.88
	01/23/2024	\$191.88	\$191.88
	02/23/2024	\$191.88	\$191.88
	03/23/2024	\$191.88	\$191.88

A payment fee is assessed on each payment invoice except where prohibited by law.

Any down payment provided will be withdrawn immediately regardless of down payment date shown.



Forms and Endorsements

Your policy includes the forms listed below.

FORM NUMBER	FORM NAME
100722	INSURANCE POLICY BILLING INFORMATION
97485-18	AN IMPORTANT MESSAGE TO WORKERS' COMPENSATION POLICYHOLDERS
98456	MAINTAINING YOUR PAYROLL RECORDS FOR AUDIT PURPOSES
G-3058-1	POLICY ADJUSTMENT NOTICE
G-3418-0	PRODUCER COMPENSATION NOTICE
WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC000001A.1	INFORMATION PAGE
WC000001A.2	INFORMATION PAGE
WC000403	EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT
WC000414A	90-DAY REPORTING REQUIREMENT- NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC000419	PREMIUM DUE DATE ENDORSEMENT
WC000421F	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
WC000422C	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC310308	NEW YORK LIMIT OF LIABILITY ENDORSEMENT
WC310319L	NEW YORK CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM EXPLANATORY ENDORSEMENT
WC310618A	New York Workers' Compensation Policyholder Notice of Right to Appeal
WC660156B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY QUICK REFERENCE
WC660195M	NEW YORK WORKERS' COMPENSATION INSURANCE BENEFITS DEDUCTIBLE ELECTION FORM
WC660324A	IMPORTANT NOTICE
WC660330O	CUSTOMER PRIVACY NOTICE
WC660384	HARTFORD LOSSCONNECT STUFFER
WC660451	POLICYHOLDER NOTICE OF SHORT RATE CANCELLATION PROVISIONS
WC883114S	NEW YORK NOTICE OF COMPLIANCE (STATE FORM C-105)
WC990001K	Signature/Copyright
WC990002	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY BUSINESS INSURANCE POLICY
WC990005	SCHEDULE OF OPERATIONS
WC990368	EXTENSION OF THE INFORMATION PAGE - ITEM 3.D. - ENDORSEMENTS



Mandatory Disclosure: Insuring Against Terrorism

Protecting your business means preparing for risks – even unlikely ones. Your policy includes coverage for certain acts of terrorism. We are required to provide you the following disclosure about your terrorism coverage, premium and related information.

Terrorism Coverage and Premium

In accordance with the federal Terrorism Risk Insurance Act (as amended "TRIA"), we are required to make coverage available under your policy for "certified acts of terrorism." The actual coverage provided by your policy(ies) will be limited by the terms, conditions, exclusions, limits, and other provisions of your policy(ies), as well as any applicable rules of law.

The portion of your premium attributable to terrorism coverage is shown in the premium section(s) of this quote proposal. This offer of coverage under TRIA applies only where a premium for terrorism is shown in this quote proposal.

Definition of Certified Act of Terrorism

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

This Disclosure of Federal Share of Terrorism Losses under TRIA

The United States Department of the Treasury will reimburse insurers for 80% of insured losses that exceed the applicable insurer deductible. However, if aggregate industry insured losses under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

Cap on Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year, and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible.

In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

Note to Producer on TRIA: The premium for terrorism coverage and the TRIA disclosures above must be provided to the insured or prospect at the time of quoting.



Electronic Delivery Consent Form for Commercial Business Insurance Customers

TERMS & CONDITIONS FOR PAPERLESS DELIVERY OF COMMUNICATIONS FOR COMMERCIAL INSURED

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You must have Adobe Reader version 4.0 or later. Download the correct version of Acrobat Reader from the Adobe website at adobe.com

ATTENTION AGENTS: THE FOLLOWING SENTENCE MUST BE INCLUDED/COMPLETED ONLY IF INSURED WILL BE ACCESSING DOCUMENTS VIA AN ELECTRONIC FILING CABINET OR OTHER ONLINE PORTAL:

Online documents are supported on Microsoft Internet Explorer version ____ and later, Firefox version ____ and later, and Google Chrome version ____ and later.



Electronic Delivery Consent Form for Commercial Business Insurance Customers

CONTINUED

By signing this document, you (a) agree that you are the named insured and (b) agree to the terms and conditions of Paperless Delivery.

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☐

I accept the terms & conditions set forth above and consent to enroll in paperless delivery.

You must list below one policy number from The Hartford; however, please be advised this consent will apply to *all* policies issued to you by The Hartford.

Policy No. & Description

Authorized Person - Name and Title

Authorized Person Email Address

Date



COMMERCIAL SECURITY AS A SERVICE AGREEMENT

TOWN NO.
0068-MANHATTAN-
COMM., NY

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-70DL5GR

DATE: 6/2/2023

Johnson Controls Security Solutions LLC ("Johnson Controls")
George Papageorge
47-40 21st St,
Long Island City, NY 11101-5401
Tele. No. (770) 595-3265

G News Operations LLC
d/b/a:
("Customer")
Customer Billing Information
3 Columbus Cir Fl 20,
New York, NY 10019
Attn:
Tele. No.

Customer Premises Served
3 Columbus Cir Fl 20,
New York, NY 10019
Attn: Irene Feng
Tele. No.

This Commercial Security as a Service Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

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

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

II. CHARGES AND FEES; TAXES:

a. Installation Charge. Upon acceptance of this Agreement, Customer agrees to pay the installation charge outlined in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge") and as a precondition to activation of system and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any additional equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Equipment becomes the property of Customer on payment of the Installation Payment Charge in full and Customer grants to Johnson Controls a security interest in the Equipment until this time.

b. Services. Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) Annual basis unless otherwise agreed by the parties in writing plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. After the Initial Term this Agreement shall automatically renew on a(n) Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and, notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

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

d. Invoicing. Pricing is based upon the billing and payment terms set forth in this Agreement. Invoices for the Installation Payment Charge are due upon receipt and for the Annual Service Charge are due within thirty (30) days of the date of the invoice unless otherwise specified on the invoice. Invoices will be delivered and are to be paid via ACH Bank transfer. Johnson Controls ACH/EFT bank transfer details will be provided once the Agreement is signed and agreed to by the parties. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

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

[Signature Follow on Next Page]

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**Johnson
Controls**



**COMMERCIAL SECURITY AS A SERVICE
AGREEMENT**

TOWN NO.
0068-MANHATTAN-
COMM., NY

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-7ODL5GR

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

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

CUSTOMER: _____

Presented by: GEORGE PAPAGEORGE
(Signature of Johnson Controls Sales Representative)

Sales Agent: George Papageorge
Sales Representative Registration Number (if applicable): _____

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

(Name Printed)

Title: _____

Date Signed: 6/2/2023 | 1:29 PM PDT

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

PO is required to facilitate billing: NO: ☐ This signed contract satisfies the Agreement

YES: ☐ Single PO required for Initial term

☐ Annual PO Required

☐ ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoices are accepted via e-mail YES: ☐ E-mail address to be used: _____

NO: ☐ Please submit invoices via mail ☐ NO: Please submit via _____

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COMMERCIAL SECURITY AS A SERVICE AGREEMENT

TOWN NO.
0068-MANHATTAN-
COMM., NY

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-70DL5GR

SCOPE OF WORK / SCHEDULE OF PROTECTION

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

A. **Technology Refresh for Security as a Service:**

(ii) Within six (6) months prior to the termination date of the Initial Term of this Agreement, the customer may notify Johnson Controls to replace such Equipment with similar or substantially similar equipment sold as current technology by Johnson Controls at the time the Equipment is replaced as part of a technology refresh and/or upgrade. Such Equipment will be replaced by Johnson Controls at no additional charge to the Customer provided the Customer agrees to extend the Initial Terms of this Agreement for an additional 5 years. Customer will be responsible for paying the Installation Charge and additional service fees for any add-ons, wiring changes, or other charges required beyond the replacement of the substantially similar Equipment.

B. **Services to be Provided ("Services")**

Alarm monitoring and Notification Services:

Video Surveillance Services:

Managed Access Control Services:

Video Equipment:

Maintenance Service Plan; Preventive Maintenance/Inspection:

Additional Services:

Burglar Alarm Monitoring PROVIDED, IP Daily Supervision and Cell Backup Services PROVIDED

No Service Selected

DataSource Service PROVIDED

No Service Selected

Expert Maintenance PROVIDED / Inspections NOT PROVIDED

Mobile Security Management Service PROVIDED

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

Qty	Product Name	Location
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	

D. **CHARGES AND ESTIMATED TAX:**

1. **Installation Charge for Security as a Service**

Installation Charge (Pre-Tax):	\$0.00
* Estimated Tax(es):	\$0.00
Total Installation Charge with Tax:	\$0.00
Amount Due at Signing:	\$0.00

2. **Annual Service Charge:**

Annual Charge Amount (Pre-tax):	\$2,100.00
* Estimated Tax(es):	\$186.37
ANNUAL CHARGE:	\$2,286.37

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

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

Contact Information: Irene Feng Cell: 973-454-6887 irenemumums@gmail.com

System Operation: Vista 128 Burglar Alarm System Currently Installed with Mobile Security Management System

Programming Info: G News Operations LLC To Provide and Maintain a Network Connection for Existing V128 Burglar Alarm System

Site Conditions: N/A

Existing Equipment: V128 Burglar Alarm System Currently Installed.

Customer Expectations: Normal Business Hours M-F 8:30-4:30 PM

Training Expectations: JCI To Test, Inspect, Program and Train G News Operations LLC on Vista 128 Burglar Alarm System

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General Comments: G News Controls Station Design / Installation, Service, and Maintenance for all the Equipment listed Below. 1) (1) V128 Burglar Alarm Control 2) (1) LTE-IA IP/CELL Communicator 3) (1) EN7290 Wireless Receiver 4) (5) EN1265 Motion Sensors 5) (2) EN1215WEOL Door Contacts

Customer Responsibilities / Johnson Controls Exclusions: G News Operations LLC responsible for providing a Network Connection for Burglar Alarm to Communicate with the Central Station.

Documentation Needs:

Contract Notes -

TERMS AND CONDITIONS**TERMS AND CONDITIONS**

V. Customer and Johnson Controls agree as follows:

A. Services.

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

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

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

A.3.2 Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.13. Mobile Security Management ("MSM") Services. 1. Account Activation Required; Additional Terms and Conditions. To activate any web-based features, Customer will receive a welcome letter for the MSM site ("MSM Site") and on initial login, will acknowledge the website terms of use ("MSM Site Terms"). All of Customer's employees, agents, and personnel using the System ("Users") are subject to the terms and conditions of the Agreement as modified by this Rider, in addition to the MSM Site Terms. At the time of account activation and when adding/modifying Customer Users, Customer shall identify such Customer Users as: (a) Admin User- Admin rights grant the ability to add and control other users as well as to configure and edit notifications. Has access to both the intrusion controls and video systems within a site or multiple sites; or (b) Standard User- User with limited access to the MSM System. Rights are only granted by the Admin user to access intrusion controls and/or video within a site or multiple sites. Does not have the ability to configure and edit notifications. "Master User" rights shall be retained by Johnson Controls and shall be used only on an as needed basis to provide technical support and maintenance service to Customer. 2. Mobile Security Management.

Customer assumes full responsibility for: (a) the placement, location, direction and presence of the Equipment and any components (whether or not furnished by Johnson Controls) such as, cameras, recording, peripheral or other devices (each, a "Device"); (b) the recording, transmission, transfer or other use of any images/data captured by the System; (c) the manner of Customer's use of the System or any image or data captured/generated; (d) operating, setting, arming, disarming, viewing, configuring, modifying, reviewing and controlling the System and any associated systems e.g., thermostats, heating/air conditioning systems, lighting systems, doors, garage doors, fans, blinds, shutters, locks, appliances, et cetera connected to the System; (e) complying with all applicable laws related to Customer's use and operation of the System; (f) providing compatible Internet connectivity, computers, PDA's or other interface devices, if applicable, to enable Customer to use the System; and (h) User's access to and use of the System. Customer shall, and shall cause its Users to, fully comply with all laws governing the placement, presence, operation and use of the System and any data, photographs, images, live and archived video/audio feeds/recordings (collectively, "Recordings") captured by or generated by the System. The System is intended to be used only in conjunction with Johnson Controls' central station burglar alarm monitoring service and not as a separate/stand-alone alarm/intrusion event detection system. CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD JOHNSON CONTROLS, ITS AFFILIATES, AND SUPPLIERS HARMLESS FROM ANY DAMAGES, LIABILITIES AND COSTS OR EXPENSES OF ANY KIND ARISING OUT OF ANY THIRD PARTY CLAIMS RELATED TO CUSTOMER'S USE OF THE SYSTEM AND RECORDINGS. 3. Transmissions; Security Risks. In providing the Services, Johnson Controls, its third party suppliers ("Suppliers"), or affiliated companies or their agents, employees, or directors (for purposes of this Section 3, collectively, "Johnson Controls"): (a) Johnson Controls may transmit, record, store, provide and/or receive unencrypted data, Recordings, e-mails and text messages ("Transmissions") via the Internet and/or store such Transmissions in facilities located outside the United States, and (b) Johnson Controls cannot and does not warrant, assure, or guarantee the integrity, accuracy, confidentiality, or security of any Transmission of or from unauthorized or unexpected use, disclosure, corruption, interception or other improper act (collectively, "Security Risks"). Customer hereby assumes, releases and discharges Johnson Controls of and from and shall upon demand indemnify and hold Johnson Controls harmless from all Security Risks and any and all loss, damage and liability caused by the Security Risks. If Johnson Controls stores any Transmissions on Customer's behalf, Johnson Controls cannot and does not warrant, assure or guarantee the length of time such Transmissions will be stored. Customer is responsible for all Internet Service Provider and telecommunication charges incurred by Customer to facilitate its use of the System including any Transmissions to Johnson Controls. Customer is solely responsible for determining the capture/record settings on the Devices e.g., frequency and quality of Recordings. Such settings may affect the volume of Transmissions Customer is able to store and the fees charged to Customer for data hosting/storage. Johnson Controls shall have no liability whatsoever for the content of the Transmissions or failure of the System to transmit signals and/or data regardless of (1) the cause of such transmission failure; (2) whether Johnson Controls had knowledge of or should have had knowledge of any such failure or the content of any such Transmissions; and/or (3) whether Customer has paid Johnson Controls for any such Services. Customer acknowledges that the use of radio frequencies, cellular devices, and wireless equipment may be regulated and controlled by the Federal Communications Commission in the United States and/or the Canadian Radio-television and Telecommunications Commission in Canada and changes in rules, regulations and policies may necessitate Johnson Controls' discontinuance of any Services including the transmission of data. The System may include or be configured by Customer to provide: (a) supplementary e-mail or text-message notifications (collectively, a "Supplementary Alarm Notice") of certain alarm signal events received by Johnson Controls' alarm monitoring center (the "CMC") from the System (each an "Alarm Event Signal"); and/or (b) e-mail or text-message notifications (collectively, an "Electronic Notice") of certain non-alarm signal events, such as changes-of-state of the System, or the occurrence or non-occurrence of certain events capable of detection the System ("Non-Alarm Event"). In order to receive and review a Supplementary Alarm Notice and/or an Electronic Notice, Customer must provide valid email addresses and telephone numbers, and e-mail or text-message software that is compatible with the System's e-mail and text-message protocol. Any additional or updated software, hardware or service or any adjustments or repairs to Customer's e-mail, text-message or Internet system, service or devices required to assure such compatibility will be obtained by Customer at Customer's expense. There may be times when a Supplementary Alarm Notice and/or an Electronic Notice will not be transmitted by the System or received by Customer or a Supplementary Alarm Notice and/or an Electronic Notice may be impaired or interrupted by conditions or circumstances beyond Johnson Controls' control, e.g., telecommunication failures, intermittent signals, interference, or areas without telecommunication network signals, Internet failures, computer viruses or problems with Internet service providers. Johnson Controls does not make any representation or warranty concerning the deliverability, quality, readability, reliability, timeliness, privacy or security of any Supplementary Alarm Notice and/or Electronic Notice. Further, Supplementary Alarm Notice(s) may be transmitted by Johnson Controls and received by Customer before the CMC has received and responded to the related Alarm Event Signal. ACCORDINGLY, CUSTOMER SHOULD NOT ENTER AND CUSTOMER SHOULD PREVENT OTHERS FROM ENTERING CUSTOMER'S PREMISES AFTER CUSTOMER OR ANYONE ON CUSTOMER'S EMERGENCY CONTACT LIST HAS RECEIVED A SUPPLEMENTARY ALARM NOTICE OF A BURGLARY, PANIC, DURESS OR ANY OTHER ALARM EVENT SIGNAL THAT MIGHT INDICATE AN INTRUDER HAS ENTERED CUSTOMER'S PREMISES WITHOUT BEING ACCOMPANIED BY THE POLICE OR A LICENSED SECURITY OFFICER. CUSTOMER FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT Johnson Controls WILL NOT (A) CONTACT ANYONE ON CUSTOMER'S EMERGENCY CONTACT LIST, OR (B) SEND THEM A SUPPLEMENTARY ALARM NOTICE UNTIL, IN EACH CASE, THIRTY (30) MINUTES AFTER RECEIVING A PANIC OR DURESS ALARM EVENT SIGNAL FROM CUSTOMER'S ALARM EQUIPMENT. 4. Johnson Controls will use reasonable care in the installation and, if purchased, the maintenance of the System. However, in light of the inherent

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and unpredictable nature of radio waves, radio wave interference, inconsistencies with broadband or Internet service, risk of human error, and the inherent possibilities of mechanical, electrical or other deficiencies or limitations in electronic equipment and software, Johnson Controls cannot and does not guarantee or warrant the effective or uninterrupted availability of the Services or use of the Equipment in connection therewith. 5. Customer acknowledges that it has no contractual relationship with Johnson Controls' Suppliers, and Customer is not a third party beneficiary of any agreement between Johnson Controls and its Suppliers, including but not limited to any third party network service providers ("NSP") who provide voice, data or internet services to Johnson Controls or its Suppliers. Customer understands and agrees that an NSP shall have no legal, equitable, or other liability of any kind to Customer. 6. Johnson Controls does not warrant and Johnson Controls will not provide warranty service (whether under the standard Limited Warranty or any Extended Limited Warranty/Quality Service Plan) for the batteries contained in any Device/Equipment or the replacement thereof. Customer shall test the System and batteries periodically to determine whether the batteries are charged and operating properly. Johnson Controls further does not warrant and will not provide warranty service for any part of the System obtained independently by Customer or serviced/modified by Customer or any third party. Johnson Controls IS NOT RESPONSIBLE FOR THE OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT OF ANY EQUIPMENT/DEVICES NOT PROVIDED BY Johnson Controls AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR LIABILITIES OF ANY KIND OR NATURE WITH RESPECT TO ANY SUCH EQUIPMENT/DEVICES. Any additional equipment or replacement, not covered by warranty, ordered by Customer to be drop-shipped to Customer, will be provided if such equipment is available at the time ordered and will be billed at Johnson Controls' then-prevailing price for such equipment (plus shipping, handling, and any applicable sales tax) for such equipment/replacement. Customer's installation and use of any such equipment shall be subject to the terms of the Agreement and this Rider. 7. IF THE SERVICES ARE TERMINATED: (A) JOHNSON CONTROLS WILL NO LONGER PROVIDE (I) ANY SUPPLEMENTARY ALARM NOTICE OR ELECTRONIC NOTICE, OR (II) LIMITED/EXTENDED WARRANTY OR REPAIR OR REPLACEMENT SERVICES FOR CUSTOMER'S EQUIPMENT, (B) CUSTOMER WILL NO LONGER BE ABLE TO USE OR MONITOR THE EQUIPMENT OR ANY RECORDINGS AND SUCH RECORDINGS THEN STORED BY JOHNSON CONTROLS WILL BE, IN THE NORMAL COURSE OF JOHNSON CONTROLS' BUSINESS, PERMANENTLY REMOVED FROM JOHNSON CONTROLS' SYSTEM(S), AND (C) ANY AUTOMATIONS, SCHEDULES, SUPPLEMENTARY ALARM NOTICES AND ELECTRONIC NOTICES SET UP THROUGH THE JOHNSON CONTROLS MSM SITE WILL NO LONGER BE AVAILABLE TO CUSTOMER. ALL Z-WAVE DEVICES THAT HAVE BEEN INSTALLED ON OR AROUND THE CUSTOMER'S PREMISES MAY STILL FUNCTION, IF CUSTOMER PURCHASES A LOCAL Z-WAVE REMOTE CONTROL. DISCONTINUANCE OF THE SERVICES WILL NOT AFFECT THE ABILITY OF THE ALARM EQUIPMENT TO COMMUNICATE WITH THE CMC UNLESS THE MONITORING SERVICE PROVIDED UNDER THE AGREEMENT HAS ALSO BEEN DISCONTINUED. REGARDLESS OF WHAT IS STATED ABOVE, CUSTOMER MAY NOT TERMINATE ANY SERVICE PROVIDED UNDER THE AGREEMENT DURING THE TERM OTHER THAN AS EXPRESSLY PERMITTED IN THE AGREEMENT. 8. A number of factors in Customer's premises are outside of Johnson Controls' control such as lighting conditions, power outages, interference from other electrical equipment, Internet service issues such as download speed or interruptions or failure of Internet service. Such factors can affect Customer's ability to view and record/capture data/images. Johnson Controls makes no representations, promises or warranties with regards to and that Customer has reviewed and found acceptable the placement, image quality, resolution, clarity, color or other viewing attributes of any camera or recording devices furnished by or installed by Johnson Controls.

9. Network Connections and Communications Facilities. Johnson Controls' provision of the Services requires cellular data, broadband and/or DSL Internet, networked devices such as computers, personal digital assistants, cellular telephones/devices, routers and network connectivity (individually and collectively referred to as a "Network" and/or "Network Devices") that is compatible with the System. Johnson Controls will configure the settings on the System to work with Customer's Network and Network Devices. Johnson Controls will not alter Customer's Network, Network Devices, or firewall or security settings. Johnson Controls is not responsible for the setup, operation, maintenance or compatibility of Customer's Network or Network Devices or communication facilities. Customer is solely responsible for any telecommunications or other connectivity charges (including SMS charges) incurred as a result of using the Services. Customer shall be solely responsible for resolving any disputes with any telephone/Internet service company related to same. The speed and quality of remote video viewing is directly dependent upon the speed and quality of Customer's Network and Network Devices used with the Equipment. Johnson Controls is not responsible for performance issues or failures resulting from the Network, Network Devices or any hardware, software or other service provided by Customer for use with the Services including, without limitation, Internet latency, local area networks and non-conforming or non-compatible Network Devices or software. Customer may incur additional charges if the Network information Customer provides to Johnson Controls is incomplete or inaccurate or, if at the time of installation, Customer's Network connectivity is not available or Customer's Network is incompatible with the Equipment and such occurrence results in Johnson Controls spending excess time or re-scheduling appointments to complete the installation. Customer is responsible for purchasing, at Customer's expense, any equipment required to connect the Equipment to Customer's Network including, without limitation, a router and any network switches needed for Johnson Controls to complete the installation of the Equipment and Customer's utilization of the Services. Requests for service or support should be made to Johnson Controls at 800-289-2647. Johnson Controls will retain the ability to remotely access Customer's Equipment and System for maintenance purposes and in order to expedite installation in connection with new Customer location service requests. Use of certain System features requires Customer to: (a) have access to the Internet and an e-mail or text-message address; and (b) accept and continue to accept the Johnson Controls' MSM Site Terms and any other terms and conditions required for access to and use of the Johnson Controls' MSM Site, as such terms and conditions may change from time to time, and (c) obtain valid User identifications, passwords, and/or personal identification codes ("PIC(s)") to access the Johnson Controls' MSM Site. The Johnson Controls' MSM Site Terms may be updated or modified by Johnson Controls from time to time at its sole discretion and without notice to Customer. Changes to the Johnson Controls' MSM Site Terms will be effective when posted. Customer agrees to review the Johnson Controls' MSM Site Terms periodically to be aware of any changes. Customer will be deemed to have accepted any modified Johnson Controls MSM Site Terms if Customer continues to use the Johnson Controls MSM Site after such modified terms have been posted. Customer may have the option to remain logged onto the Johnson Controls' MSM Site from Customer's PDA or other equipment for an extended period. Persons who obtain access to Customer's Network and Network Devices while it is logged onto the Johnson Controls' MSM Site, may be able to view the images and data contained on or transmitted to the Johnson Controls' MSM Site. Customer is solely responsible for the security of Customer's PICs, Network and Network Devices or other equipment used to log onto the Johnson Controls' MSM Site. Customer releases Johnson Controls and its Suppliers from and shall upon demand indemnify and hold Johnson Controls and its Suppliers harmless from any loss, damage or other liability arising from any person obtaining access to Customer's personal and private information through Customer's Network, Network Devices or other equipment used to log onto the Johnson Controls' MSM Site.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.36 Cantronics Telethermographic Device. Intentionally left blank - System or Service have not been purchased.

A.37. Digital Barriers Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.40. Illustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.

A.42. ZKTECO Temperature System. Intentionally left blank - System or Service have not been purchased.

A.43. Milestone Video Surveillance Equipment. Intentionally left blank - System or Service have not been purchased.

A.44. SES Mobile-Based Keyless Access Control System. Intentionally left blank - System or Service have not been purchased.

A.45. Solink Cloud Video Services. Intentionally left blank - System or Service have not been purchased.

A.46. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.47. GuardRFID. Intentionally left blank - Panel have not been purchased.

A.48. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. Any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges.

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

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

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

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

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

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an

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

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

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

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

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

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

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. 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 Johnson Controls and shall give Johnson Controls, in addition to any other available remedies, the right to, without notice, (a) 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 Johnson Controls' obligations under or terminate this Agreement and (b) to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls 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 Johnson Controls 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 Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

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

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

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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

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

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

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

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

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

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

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

O. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNSCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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**COMMERCIAL SECURITY AS A SERVICE
AGREEMENT**

TOWN NO.
0068-MANHATTAN-
COMM., NY

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-70DL5GR

ADDITIONAL TERMS AND CONDITIONS

DATE: 6/2/2023

Johnson Controls Security Solutions LLC ("Johnson Controls")

George Papageorge
47-40 21st St,
Long Island City, NY 11101-5401
Tele. No. (770) 595-3265

G News Operations LLC

d/b/a:

("Customer")

Customer Billing Information

3 Columbus Cir Fl 20,
New York, NY 10019
Attn:
Tele. No.

Customer Premises Served

3 Columbus Cir Fl 20,
New York, NY 10019
Attn: Irene Feng
Tele. No.

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

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

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

GEORGE PAPAGEORGE

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: George Papageorge

Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

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

(Name Printed)

Title: _____

Date Signed: 6/2/2023 | 1:29 PM PDT



COMMERCIAL SECURITY AS A SERVICE AGREEMENT

TOWN NO.
0068-MANHATTAN-
COMM., NY

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-70D33YO

DATE: 6/2/2023

Johnson Controls Security Solutions LLC ("Johnson Controls")
George Papageorge
47-40 21st St,
Long Island City, NY 11101-5401
Tele. No. (770) 595-3265

G News Operations LLC
d/b/a:
("Customer")
Customer Billing Information
3 Columbus Cir Fl 20,
New York, NY 10019
Attn:
Tele. No.

Customer Premises Served
3 Columbus Cir Fl 20,
New York, NY 10019
Attn: Irene Feng
Tele. No.

This Commercial Security as a Service Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

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

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

II. CHARGES AND FEES; TAXES:

a. Installation Charge. Upon acceptance of this Agreement, Customer agrees to pay the installation charge outlined in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge") and as a precondition to activation of system and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any additional equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Equipment becomes the property of Customer on payment of the Installation Payment Charge in full and Customer grants to Johnson Controls a security interest in the Equipment until this time.

b. Services. Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) Annual basis unless otherwise agreed by the parties in writing plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. After the Initial Term this Agreement shall automatically renew on a(n) Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and, notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

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

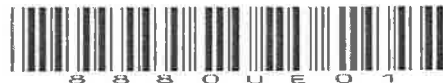
d. Invoicing. Pricing is based upon the billing and payment terms set forth in this Agreement. Invoices for the Installation Payment Charge are due upon receipt and for the Annual Service Charge are due within thirty (30) days of the date of the invoice unless otherwise specified on the invoice. Invoices will be delivered and are to be paid via ACH Bank transfer. Johnson Controls ACH/EFT bank transfer details will be provided once the Agreement is signed and agreed to by the parties. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

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

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**COMMERCIAL SECURITY AS A SERVICE
AGREEMENT**

TOWN NO.
0068-MANHATTAN-
COMM., NY

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-70D33YO

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

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

CUSTOMER: _____

Presented by: GEORGE PAPAGEORGE
(Signature of Johnson Controls Sales Representative)

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

Sales Agent: George Papageorge

Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: 6/2/2023 | 1:29 PM PDT

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

PO is required to facilitate billing: NO: ☐ This signed contract satisfies the Agreement

YES: ☐ Single PO required for Initial term

☐ Annual PO Required

☐ ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoices are accepted via e-mail YES: ☐ E-mail address to be used: _____

NO: ☐ Please submit invoices via mail ☐ NO: Please submit via _____

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COMMERCIAL SECURITY AS A SERVICE AGREEMENT

TOWN NO.
0068-MANHATTAN-
COMM., NY

CUSTOMER NO.

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1-70D33YO

SCOPE OF WORK / SCHEDULE OF PROTECTION

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

A. **Technology Refresh for Security as a Service:**

(ii) Within six (6) months prior to the termination date of the Initial Term of this Agreement, the customer may notify Johnson Controls to replace such Equipment with similar or substantially similar equipment sold as current technology by Johnson Controls at the time the Equipment is replaced as part of a technology refresh and/or upgrade. Such Equipment will be replaced by Johnson Controls at no additional charge to the Customer provided the Customer agrees to extend the Initial Terms of this Agreement for an additional 5 years. Customer will be responsible for paying the Installation Charge and additional service fees for any add-ons, wiring changes, or other charges required beyond the replacement of the substantially similar Equipment.

B. **Services to be Provided ("Services")**

Alarm monitoring and Notification Services:

Video Surveillance Services:

Managed Access Control Services:

Video Equipment:

Maintenance Service Plan; Preventive Maintenance/Inspection:

Additional Services:

No Service Selected

No Service Selected

Hosted Access Service PROVIDED

No Service Selected

Expert Maintenance PROVIDED / Inspections NOT PROVIDED

No Service Selected

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

Qty	Product Name	Location
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	

D. **CHARGES AND ESTIMATED TAX:**

1. **Installation Charge for Security as a Service**

Installation Charge (Pre-Tax):	\$0.00
* Estimated Tax(es):	\$0.00
Total Installation Charge with Tax:	\$0.00
Amount Due at Signing:	\$0.00

2. **Annual Service Charge:**

Annual Charge Amount (Pre-tax):	\$9,550.00
* Estimated Tax(es):	\$847.56
ANNUAL CHARGE:	\$10,397.56

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

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

Contact Information: Irene Feng Cell: 973-454-6887 irenemummos@gmail.com

System Operation: Brivo Web Based Access Control System Currently Installed

Programming Info: No head Programming Required as long as Existing Network Connection is in place and connected to Brivo System is presently installed.

Site Conditions: N/A

Existing Equipment: JCI To Service and Maintain Brivo Web Based Access Control System currently installed. JCI Will also maintain all Existing Card Readers, Request to Exit Motion Sensors, Mag Locks, Electric Strikes, Power Supplies and Rex Buttons.

Customer Expectations: Normal Business Hours M-F 8:30-4:30 PM

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Following Expectations: JCI will Service and Maintain all Brivo Web Based Access Control System Installed, will also Test and Inspect Brivo System

General Comments: JCI, To Service, Maintain and provide Brivo Web Based Service for Hosting the Brivo Access Control System. JCI will Service and Maintain all Brivo Web Based Access Control System Currently Installed.

Customer Responsibilities / Johnson Controls Exclusions: G News Operations to maintain existing Network Connections and Continuous Power for Brivo System that is currently installed.

Documentation Needs: N/A

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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FALSE IMPRISONMENT, OR MALICIOUS PROSECUTION.

- A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.
- A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.
- A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.
- A.21. Audio Enabled Devices. Intentionally left blank – Equipment has not been purchased.
- A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.
- A.23. Automated Notification. Intentionally left blank - Services have not been purchased.
- A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased.
- A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.
- A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.
- A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.
- A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.
- A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.
- A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.
- A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.
- A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.
- A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.
- A.32. Embedded Resource Services. Intentionally left blank - Service have not been purchased.
- A.33. Open Path System. Intentionally left blank - System or Service have not been purchased.
- A.34. Open Eye Cloud Video Platform ("Open Eye Services"). Intentionally left blank - System or Service have not been purchased.
- A.35. Sabre Systems Services. Intentionally left blank - System or Service have not been purchased.
- A.36. Cantronics Telethermographic Device. Intentionally left blank - System or Service have not been purchased.
- A.37. Digital Barriers Telethermographic System. Intentionally left blank - System or Service have not been purchased.
- A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.
- A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.
- A.40. Illustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.
- A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.
- A.42. ZKTECO Temperature System. Intentionally left blank - System or Service have not been purchased.
- A.43. Milestone Video Surveillance Equipment. Intentionally left blank - System or Service have not been purchased.
- A.44. SES Mobile-Based Keyless Access Control System. Intentionally left blank - System or Service have not been purchased.
- A.45. Solink Cloud Video Services. Intentionally left blank - System or Service have not been purchased.
- A.46. Qolsys Panel. Intentionally left blank - Panel have not been purchased.
- A.47. GuardRFID. Intentionally left blank - Panel have not been purchased.
- A.48. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.
- B. Warranty (90-Day). 1. Any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Control's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges.
3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.
4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.
- C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction

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

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

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

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

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

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

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

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

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

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. 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 Johnson Controls and shall give Johnson Controls, in addition to any other available remedies, the right to, without notice, (a) 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 Johnson Controls' obligations under or terminate this Agreement and (b) to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to

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suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls 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 Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, Telecom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

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

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

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

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

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

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fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

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

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

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

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

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

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

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**COMMERCIAL SECURITY AS A SERVICE
AGREEMENT**

TOWN NO.
0068-MANHATTAN-
COMM., NY

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-70D33YO

ADDITIONAL TERMS AND CONDITIONS

DATE: 6/2/2023

Johnson Controls Security Solutions LLC ("Johnson Controls")

George Papageorge
47-40 21st St,
Long Island City, NY 11101-5401
Tele. No. (770) 595-3265

G News Operations LLC

d/b/a:

("Customer")

Customer Billing Information

3 Columbus Cir Fl 20,
New York, NY 10019
Attn:
Tele. No.

Customer Premises Served

3 Columbus Cir Fl 20,
New York, NY 10019
Attn: Irene Feng
Tele. No.

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

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

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

GEORGE PAPAGEORGE

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: George Papageorge

Sales Representative Registration Number (if applicable): _____

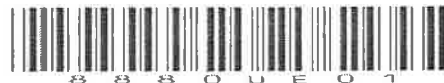
CUSTOMER: _____

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

(Name Printed)

Title: _____

Date Signed: 6/2/2023 | 1:29 PM PDT



COMMERCIAL SECURITY AS A SERVICE AGREEMENT

TOWN NO.
0068-MANHATTAN-
COMM., NY

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-70D33YI

DATE: 6/2/2023

Johnson Controls Security Solutions LLC ("Johnson Controls")
George Papageorge
47-40 21st St,
Long Island City, NY 11101-5401
Tele. No. (770) 595-3265

G News Operations LLC
d/b/a:
("Customer")
Customer Billing Information
3 Columbus Cir Fl 20,
New York, NY 10019
Attn:
Tele. No.

Customer Premises Served
3 Columbus Cir Fl 20,
New York, NY 10019
Attn: Irene Feng
Tele. No.

This Commercial Security as a Service Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

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

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

II. CHARGES AND FEES; TAXES:

a. **Installation Charge.** Upon acceptance of this Agreement, Customer agrees to pay the installation charge outlined in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge") and as a precondition to activation of system and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any additional equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Equipment becomes the property of Customer on payment of the Installation Payment Charge in full and Customer grants to Johnson Controls a security interest in the Equipment until this time.

b. **Services.** Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) Annual basis unless otherwise agreed by the parties in writing plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. After the Initial Term this Agreement shall automatically renew on a(n) Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and, notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

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

d. **Invoicing.** Pricing is based upon the billing and payment terms set forth in this Agreement. Invoices for the Installation Payment Charge are due upon receipt and for the Annual Service Charge are due within thirty (30) days of the date of the invoice unless otherwise specified on the invoice. Invoices will be delivered and are to be paid via ACH Bank transfer. Johnson Controls ACH/EFT bank transfer details will be provided once the Agreement is signed and agreed to by the parties. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

III. **ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

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

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**COMMERCIAL SECURITY AS A SERVICE
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TOWN NO.
0068-MANHATTAN-
COMM., NY

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-70D33YI

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

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

CUSTOMER: _____

Presented by: GEORGE PAPAGEORGE
(Signature of Johnson Controls Sales Representative)

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

Sales Agent: George Papageorge
Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: 6/2/2023 | 1:29 PM PDT

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

PO is required to facilitate billing: NO: ☐ This signed contract satisfies the Agreement

YES: ☐ Single PO required for Initial term

☐ Annual PO Required

☐ ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoices are accepted via e-mail YES: ☐ E-mail address to be used: _____

NO: ☐ Please submit invoices via mail ☐ NO: Please submit via _____

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COMMERCIAL SECURITY AS A SERVICE AGREEMENT

TOWN NO.
0068-MANHATTAN-
COMM., NY

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-70D33YI

SCOPE OF WORK / SCHEDULE OF PROTECTION

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

A. **Technology Refresh for Security as a Service:**

(ii) Within six (6) months prior to the termination date of the Initial Term of this Agreement, the customer may notify Johnson Controls to replace such Equipment with similar or substantially similar equipment sold as current technology by Johnson Controls at the time the Equipment is replaced as part of a technology refresh and/or upgrade. Such Equipment will be replaced by Johnson Controls at no additional charge to the Customer provided the Customer agrees to extend the Initial Terms of this Agreement for an additional 5 years. Customer will be responsible for paying the Installation Charge and additional service fees for any add-ons, wiring changes, or other charges required beyond the replacement of the substantially similar Equipment.

B. **Services to be Provided ("Services")**

Alarm monitoring and Notification Services:

No Service Selected

Video Surveillance Services:

No Service Selected

Managed Access Control Services:

No Service Selected

Video Equipment:

No Service Selected

Maintenance Service Plan; Preventive Maintenance/Inspection:

Expert Maintenance PROVIDED / Inspections NOT PROVIDED

Additional Services:

Cloud Video Service PROVIDED

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

Qty	Product Name	Location
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	

D. **CHARGES AND ESTIMATED TAX:**

1. **Installation Charge for Security as a Service**

Installation Charge (Pre-Tax):	\$0.00
* Estimated Tax(es):	\$0.00
Total Installation Charge with Tax:	\$0.00
Amount Due at Signing:	\$0.00

2. **Annual Service Charge:**

Annual Charge Amount (Pre-tax):	\$13,775.00
* Estimated Tax(es):	\$1,222.53
ANNUAL CHARGE:	\$14,997.53

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

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

Contact Information: Irene Feng Cell: 973-454-6887 irenemumums@gmail.com

System Operation: Eagle Eye Video System Currently Installed

Programming Info: G News Operations to maintain Network Connection for existing Eagle Eye Video System

Site Conditions: N/A

Existing Equipment: JCI To Maintain the following below Eagle Eye Video System and Hanwha Cameras. 1) (1) EN-BR620-0 Eagle Eye Bridge 2) (2) EN-SW18M-001 Eagle Eye Switch 3) (17) QND-8010R Hanwha Cameras 4) (3) XNF-8010R Hanwha Cameras 5) (5) QND-8011 Hanwha Cameras

Customer Expectations: Normal Business Hours M-F 8:30-4:30 PM

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Training Expectations: GNC to provide testing, inspection and customer training of currently installed Eagle Eye Video System

General Comments: Johnson Controls Inc to continue to provide Service, Maintenance for Noted Existing Equipment Currently Installed and provide Eagle Eye Video Yearly Onsite Storage.

Customer Responsibilities / Johnson Controls Exclusions: G News Operations to maintain network connections and power to Eagle Eye Video System

Documentation Needs:

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.12. Data Hosting/Storage Services Encrypted. Customer understands that, in connection with Johnson Controls' provision of Data Hosting/Storage Services ("Services"), Johnson Controls and/or its Subcontractors, may transmit, record, store, provide and/or receive audio, and/or images ("Transmissions") via the Internet and/or store such Transmissions in off-site third party facilities and such Transmissions may include live pictures and/or video of the Customer's personnel, assets and/or premises. Johnson Controls does not warrant the integrity, accuracy, confidentiality, or security of such Transmissions with regard to unauthorized use, disclosure, corruption, interception or otherwise (collectively, "Security Risks"). Customer hereby assumes and releases Johnson Controls of and from all Security Risks and any damages and liability therefore. Customer is responsible for all Internet Service Provider and telecommunication charges incurred by Customer to facilitate Transmissions to Johnson Controls. Customer acknowledges and agrees that Johnson Controls shall have no liability whatsoever for the content of the Transmissions or failure of the System to transmit signals and/or data regardless of (1) the cause of such transmission failure; (2) whether Johnson Controls had knowledge of or should have had knowledge of any such failure or the content of any such Transmissions; and/or (3) whether Customer has paid Johnson Controls for any such Services. Customer acknowledges that the use of radio frequencies, cellular devices, and wireless equipment may be regulated and controlled by the Federal Communications Commission and changes in rules, regulations and policies may necessitate Johnson Controls' discontinuance of any Equipment, Systems, Services hereunder or the transmission of any data. The Customer agrees that the liability of any third-party service provider ("Subcontractor"), including but not limited to any wireless service/equipment provider, is limited in accordance with, and such Subcontractor(s) may invoke, the provisions of this Rider. THE CUSTOMER SHALL INDEMNIFY AND SAVE HARMLESS, AND AT ITS OWN COST AND EXPENSE DEFEND JOHNSON CONTROLS FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES AND COSTS OR EXPENSE OF ANY KIND ARISING OUT OF OR FROM ANY PHOTOGRAPH, VIDEO RECORDING, OR AUDIO RECORDING TRANSMITTED TO JOHNSON CONTROLS OR ITS SUBCONTRACTORS OR FOR ANY REASON OUT OF THE RELEASE, REPRODUCTION, CIRCULATION, PUBLICATION OR USE OF ANY SUCH VIDEO/AUDIO RECORDINGS BY ANYONE, INCLUDING BUT NOT LIMITED TO CAUSES OF ACTION FOR PERSONAL INJURY, FALSE ARREST, FALSE IMPRISONMENT AND MALICIOUS PROSECUTION.

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

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

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

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

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

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

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

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

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

A.21. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Tyco does not recommend, endorse, or render an opinion,

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legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Tyco is relying on Customer's representations and agreements set forth herein and that the warranty, limitation of liability, limitation of action, release, third party indemnity, and other terms, limitations, restrictions, and conditions set forth in the Agreement shall fully apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.36 Cantronics Telethermographic Device. Intentionally left blank - System or Service have not been purchased.

A.37. Digital Barriers Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.40. Illustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.

A.42. ZKTECO Temperature System. Intentionally left blank - System or Service have not been purchased.

A.43. Milestone Video Surveillance Equipment. Intentionally left blank - System or Service have not been purchased.

A.44. SES Mobile-Based Keyless Access Control System. Intentionally left blank - System or Service have not been purchased.

A.45. Solink Cloud Video Services. Intentionally left blank - System or Service have not been purchased.

A.46. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.47. GuardRFID. Intentionally left blank - Panel have not been purchased.

A.48. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. Any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Control's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges.

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

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

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE

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

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

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

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

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

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

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

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

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

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. 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 Johnson Controls and shall give Johnson Controls, in addition to any other available remedies, the right to, without notice, (a) 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 Johnson Controls' obligations under or terminate this Agreement and (b) to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls 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 Johnson Controls 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 Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason

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installation must be performed by outside contractors. Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

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

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

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

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

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

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

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

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

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

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

O. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1059473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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**COMMERCIAL SECURITY AS A SERVICE
AGREEMENT**

TOWN NO.
0068-MANHATTAN-
COMM., NY

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-70D33YI

ADDITIONAL TERMS AND CONDITIONS

DATE: 6/2/2023

Johnson Controls Security Solutions LLC ("Johnson
Controls")

George Papageorge
47-40 21st St,
Long Island City, NY 11101-5401
Tele. No. (770) 595-3265

G News Operations LLC

d/b/a:

("Customer")

Customer Billing Information

3 Columbus Cir Fl 20,
New York, NY 10019

Attn:

Tele. No.

Customer Premises Served

3 Columbus Cir Fl 20,
New York, NY 10019

Attn: Irene Feng

Tele. No.

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

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

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

GEORGE PAPAGEORGE

Presented by: _____

(Signature of Johnson Controls Sales Representative)

Sales Agent: George Papageorge

Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

Irene Feng

Accepted By: _____

(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

6/2/2023 | 1:29 PM PDT

Date Signed: _____