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Derry Township School District
Board of Directors Meeting
June 9, 2025
Board of Directors Room 7:00 p.m.
Summary Minutes - XXIII

1. OPENING ITEMS

1.a. Call to Order

Minutes

The meeting was called to order by Ms. Drew at 7:00 p.m. The meeting was conducted both in-person and virtually.

1.b. Roll Call

Minutes

Members in Attendance: Joshua Cysyk, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Michael Rizzo, Honesta Romberger, Tracey Royo, and Ericka Schmidt

Members Attending virtually: Jennifer Renz

Members Absent: None

Non-Voting members in Attendance: Michele Agee and Stacy Winslow

Solicitor: Leigh Dalton

Staff/Public in Attendance In-Person: Erica Rawls, Jesse Rawls Jr., Jesse Rawls Sr. Jared Nicholson, Carol Pitts, and Jason Reifsnyder

Staff/Public in Attendance Virtually: Susan Coen, Lisa Dalto, Paige Dalto, and Sarah Harmer

1.c. Flag Salute

1.d. Approval of Board of Directors Agenda

Approval of the Derry Township School District Board of Directors Agenda.

Minutes

Following a motion by Dr. Cysyk and a second by Ms. Romberger, the board agenda for this evening's meeting was approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	

Not Cast: 0

2. INFORMATIONAL AND PROPOSALS

2.a. President Communications

Minutes

Ms. Drew announced the Board met in Executive Session prior to tonight's meeting to discuss the following:

- Personnel
- School Safety update as required annually by school code
- The Board will adjourn to post exec after the meeting this evening

2.b. Recognition of Citizens (Agenda Items)

This is an opportunity for residents and taxpayers, attending either in person or virtually, to address the Board on matters related to the agenda. Those wishing to speak on matters not related to the agenda, an additional public comment period will be provided later in the meeting.

Each speaker is permitted up to 5-minutes of speaking time during each one of the public comment periods in order to provide other residents with an opportunity to speak. When necessary, the Board may set a maximum time for public comment. As a reminder, all public comments are part of the meeting's public record and minutes.

If attending in person, complete and turn in to Board Secretary, Mrs. Agee, a registration form located on the sign-in table. When your name is announced, come to the microphone. If attending online, you must have registered individually with your full name and address. To be recognized, raise your virtual hand. For all speakers, once you are recognized, it is only necessary that you identify yourself by providing your full name.

Minutes

There were no citizens requesting recognition by the board.

2.c. Community Correspondence Report

Minutes

Ms. Harmer reported that there was one submission during the month of May.

2.d. Standing Committee Meeting Report

Minutes

Mrs. Royo gave a report on the Curriculum Council Meeting that met prior to this evening's meeting and discussed the following:

- Trojan Academy Presentation by Ms. Wade
  - learning option for virtual students
  - learning lab in the district office
  - middle and high school students
  - start in August 2025

2.e. Anticipated Agenda Items for the Next Board of Directors Meeting

The following items will be on the Agenda for the next Public Board of Directors Meeting:

- Approval of June 9, 2025, Board of Directors Summary Minutes
- Assessment Appeal - Proposed Stipulation Agreement
- Club - Science National Honor Society
- Conference/ Staff Development
  - Victoria Smith, 2025 PCEA Cooperative Education Conference
- Depositories for 2025-2026
- Gallagher - Student Voluntary and Athletic Accident Program Renewal
- Follett Software
- Frontline
- Highmark
- OES Inc.
- Pareto Captive Services
- PowerSchool - eFinance
- Presenter - Bucks County IU22
- Presenter - Hollins-Sims Consultation
- Presenter - LLIU13
- Purchasing Consortiums for the 2025-2026 School Year
- School Physician of Record
- Sun Life Financial (CM Regent Solutions)
- Trip - Marching Band Drum Majors and Captains-West Chester University
- TMX Compliance
- United Concordia
- Year-end Transfers and Commitments of Fund Balance

3. UNFINISHED BUSINESS

3.a. Facility Projects Update

Minutes

Dr. Winslow shared the following:

- elementary project land development
- stormwater management - more work to be done
- water absorption not where it is needed to be
- vote on a change order from Rettew to work through options for the stormwater management
- schematic design continues
- next architect presentation will be on August 25, 2025, in the General Services meeting

4. CONSENT AGENDA ITEMS

The consent agenda contains routinely adopted items and items that normally do not require public deliberations on the part of the Board. A Board Member may pull items which will then be discussed and voted on separately.

Minutes

Following a motion by Dr. Cysyk and a second by Ms. Romberger, the Consent Agenda items were approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

4.a. Approval of Summary Board of Directors Meeting Minutes

4.b. Request for the Use of School Facilities

The Administration recommends the approval of the following Requests for the Use of School Facilities:

Group:	**DTSD Music Department**
Date/Time:	Fridays - April 17, 24, May 1, 8, 15, & June 5, 2026 3:00 p.m. - 11:00 p.m. Saturdays - April 18, 25, May 2, 9, 16, 30, & June 6, 2026 7:00 a.m. - 3:00 p.m.
Requested Facility:	Middle School Auditorium, Band Room
Event:	Music in the Parks

Fee:	Custodial (Saturdays only): Per HESPA Contract Requesting Waiver of Custodial Fees (see attached letter)

Group:	**DTSD Music Department**
Date/Time:	Fridays - May 1, 8, 15, 22, 29, & June 5, 2026 7:00 a.m. - 11:00 p.m. Saturdays - May 2, 9, 16, 30, & June 6, 2026 7:00 a.m. - 3:00 p.m.
Requested Facility:	High School Auditorium, Band Room & Chorus/Orchestra Room
Event:	Music in the Parks
Fee:	Custodial (Saturdays only): Per HESPA Contract Requesting Waiver of Custodial Fees (see attached letter)

Group:	**Derry Township Police Department**
Date/Time:	Wednesday, August 6, 2025, 5:00 p.m. - 9:00 p.m. (includes set-up/tear down time)
Requested Facility:	ECC Parking Lot/Driveway, Parking Lot between Elem. School & Middle School, & MS Lower Field B for helicopter landing.
Event:	Derry Township National Night Out
Fee:	None

Group:	**Hershey High School Indoor Guard & Percussion**
Date/Time:	Saturday, December 13, 2025, 7:00 a.m. - 12:00 p.m. (set-up/tear down included)
Requested Facility:	Middle School - Auditorium, Gym (if available), Band Room, Orchestra Room, Cafeteria, Kitchen, LGI, 1st Floor Classrooms (TBD), Hallways, & Parking Lots
Event:	Cocoa Classic Tournament
Fee:	Custodial Fee: Per HESPA Contract

Group:	**Hershey Soccer Club**
Date/Time:	Saturday, June 14, 2025, 6:00 p.m. - 9:00 p.m.

Requested Facility:	322 Turf Field & Locker Room
Event:	National Premier Soccer League Game
Fee:	322 Turf Field: $35.00 per hour Custodian Fee: Per HESPA Contract & Policy Total Field(s) Fee: $105.00 (approximately) Total Custodian(s) Fee: $184.12 (approximately) Total Fee(s): $289.12 (approximately)

Group:	**Hershey Youth Field Hockey**
Date/Time:	Monday -Thursday, August 25 - October 27, 2025 5:30 p.m. - 7:30 p.m.
Requested Facility:	MS Lower Field B
Event:	Field Hockey Practice K-6
Fee:	None Important Note: Field only available approximately at 6:30 p.m. on the following dates: September 10, 16, 23, 29, & October 1, 9, 16, & 22, 2025 **Subject to change**

Group:	**Hershey Youth Football Association - Cheerleaders**
Date/Time:	Monday thru Thursday, July 28 - July 31, 2025 5:30 p.m. - 7:30 p.m. (set- up/tear down time included)
Requested Facility:	Granada Avenue Main Gymnasium
Event:	2025 Cheer Season Cheerleader Assessments
Fee:	None

Group:	**Joy of Sports - Senior Open Basketball League**
Date/Time:	Tuesday & Thursdays, July 1 - December 31, 2025 5:30 p.m. - 7:00 p.m.
Requested Facility:	Elementary Gym
Event:	Pick- Up Basketball Games
Fee:	None ***Gym will be unavailable on Thursday, July 3, 2025***

Group:	**Tri-M Music Honors Society**
Date/Time:	Saturday, December 13, 2025, 7:00 a.m. - 12:00 p.m. (set-up/tear down included)
Requested Facility:	High School - Cafeteria, Band/Orchestra Room(s) Hallways
Event:	Tri-M French Toast Feast
Fee:	Custodial Fee: Per HESPA Contract Kitchen Staff Fee: Per HESPA Contract

4.c. Approval of Textbook

The Administration recommends the approval of the following textbook for use in the 2025-2026 school year:

K-8	
Curricular Area:	Science
Subject/Course:	K-8 Science
Grade Level(s):	K-8
Title:	TWIG Science
Publisher:	Imagine Learning
Author:	various
Copyright:	2021

The textbook was reviewed and approved at the May 12, 2025, Curriculum Council meeting. The funding for the recommendation is included in the 2025-26 Curriculum Budget.

4.d. Approval of Student Club - American Chemistry Society (ACS)

The Administration recommends the addition of the American Chemistry Society (ACS) club. No Limited-Service Contract is associated with this club. The club is requesting a Student Activity Account.

4.e. Affiliation Agreements - West Chester University

The Administration recommends the Board approve the affiliation agreement and academic affiliation agreement with Derry Township School District and the West Chester University effective June 9, 2025

4.f. Acadience Voyager Sopris Renewal

The Administration recommends the approval of Acadience Voyager Sopris renewal which is a tool for benchmark and progress monitoring of leveling and MTSS for students K-5.

4.g. Ainsworth

The Administration recommends the approval of Ainsworth for chiller preventative maintenance at each of the school buildings.

4.h. Airborne Contamination Identification Associates (ACIA)

The Administration recommends the approval of Airborne Contamination Identification Associates (ACIA) to test, identify, and correct any issues of the indoor air quality across district facilities.

4.i. Behavior Advantage
The Administration recommends the approval of Behavior Advantage software that is designed to guide educators to develop and design effective, positive behavior interventions that can be implemented with fidelity and progress monitored in order to support students exhibiting challenging behaviors.

4.j. Berkshire Systems Group
The Administration recommends the approval of Berkshire Systems Group Contract for sprinkler system inspection.

4.k. Berkshire Systems Group
The Administration recommends the approval of Berkshire Systems Group Contract for fire alarm system inspections and testing of six district buildings.

4.l. CDW-G Renewal
The Administration recommends the approval of the CDW-G Renewal for 800 licenses district wide for Duo to provide multi-factor authentication for enhanced security.

4.m. CertaPro Painters Proposal
The Administration recommends the approval of the CertaPro Painters Proposal for interior painting at the middle school G wing hall.

4.n. CertaPro Painters Proposal
The Administration recommends the approval of the CertaPro Painters Proposal for interior painting of middle school classrooms.

4.o. Cleveland Brothers Equipment Company
The Administration recommends the approval of the Cleveland Brothers Equipment Company Agreement for generator inspection and preventative engine monitor services.

4.p. Direct Energy Business Marketing, LLC Contracts - Electricity
The Administration recommends the Board approve the contract with Direct Energy to provide electrical pricing as a participant in the IU13 Electricity and Natural Gas Procurement Program effective May 30, 2026 - June 30, 2029.

4.q. Fortra Renewal
The Administration recommends the approval of the Fortra Renewal network monitoring and mapping software to provide real-time visualization and management of networked devices.

4.r. Full Blast Pressure Washing - middle school
The Administration recommends the approval of the Full Blast Pressure Washing Quote for washing the exterior of the middle school building.

4.s. Full Blast Pressure Washing - middle school
The Administration recommends the approval of the Full Blast Pressure Washing Quote for washing the exterior of the middle school building and squeegee clean the windows.

4.t. Full Blast Pressure Washing - high school
The Administration recommends the approval of the Full Blast Pressure Washing Quote for washing the exterior of the high school building, windows, masonry, and remove rust.

4.u. Full Blast Pressure Washing - elementary school
The Administration recommends the approval of the Full Blast Pressure Washing Quote for washing the exterior of the elementary school building and windows.

4.v. Full Blast Pressure Washing -ECC
The Administration recommends the approval of the Full Blast Pressure Washing Quote for washing the exterior of the ECC building and windows.

4.w. IXL Learning
The Administration recommends the approval of the IXL Learning Subscription. This is for WIN reading and math in grades 6-8 for benchmarking and remediation.

4.x. Johnson Controls Renewal-intrusion, alarm & detection monitoring
The Administration recommends the approval of the Johnson Controls renewal for intrusion, alarm & detection monitoring.

4.y. McGraw Hill Renewal
The Administration recommends the approval of the McGraw Hill subscription renewal of grades K-2 reading digital teacher licenses.

4.z. Miller Flooring Company
The Administration recommends the approval of the Miller Flooring Company Proposal for screen and coating gym floors at the four school buildings.

4.aa. Newsela Renewal
The Administration recommends the approval of the Newsela Renewal to provide articles on various topics including current events, science, and social studies that are designed to improve reading comprehension and literacy skills for students.

4.ab. No Red Ink Renewal
The Administration recommends the approval of the No Red Ink Renewal which is a web-based education program that helps middle school students for improved grammar and writing skills.

4.ac. Pittsburgh Stage Proposal
The Administration recommends the approval of the Pittsburgh Stage Proposal for theatrical equipment inspection at the middle and high schools.

4.ad. Quizizz Subscription
The Administration recommends the approval of the Quizizz Subscription to allow teachers to create and deliver curriculum resources that meet the needs of every student.

4.ae. R.L. Clarke Enterprises Renewal
The Administration recommends the approval of the R.L. Clarke Enterprises Renewal for monthly analytical testing and service visits for HVAC systems.

4.af. Renaissance Renewal
The Administration recommends the approval of the Renaissance Renewal for math benchmarking assessments for Star Math in grades 2-5 and Fastbridge for grades K-1 for diagnostic testing for MTSS.

4.ag. Renaissance Quote
The Administration recommends the approval of the Renaissance Quote for grades 6-8 benchmark testing platform for ELA and math to support WIN and MTSS.

4.ah. Renaissance Renewal
The Administration recommends the approval of the Renaissance Renewal of diagnostic software used to support special education students with benchmark testing and progress monitoring in reading and math.

4.ai. Renaissance Renewal
The Administration recommends the approval of the Renaissance Renewal for K-12 student software, Nearpod and Flocabulary.

4.aj. School Specialty Renewal
The Administration recommends the approval of the School Specialty Renewal of the HALO cloud service for the high school.

4.ak. SeeSaw Renewal
The Administration recommends the approval of the SeeSaw Renewal, the K-5 learning management platform.

4.al. Sports Graphics
The Administration recommends the approval of the Sports Graphics quote for the high school gym pad replacement project.

4.am. Waste Management Service Agreement
The Administration recommends the approval of the Waste Management Service Agreement for waste removal at each of the schools.

5. NEW BUSINESS

5.a. Liability Insurance Renewals

The Administration recommends the Board approve the renewal of the insurance policies for General Liability, Workers' Compensation and Cyber for the period July 1, 2025 through June 30, 2026.

Workers' Compensation	**$324,350**
Automobile	**$64,814**
Property	**$208,384**
General Liability Including Crime	**$51,488**
Boiler Premium	**$13,898**
Educators Legal Liability	**$42,835**
Umbrella	**$36,022**

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Royo the Liability Insurance Renewals were approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.b. Adoption of Final Budget and Tax Resolution 2025-2026

The Administration recommends the adoption of the Final Budget and Tax Resolution for 2025-2026.

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Schmidt, the 2025-2026 Final Budget and Tax Resolution was approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.c. Homestead and Farmstead Exclusion

The Administration recommends the approval of the Homestead and Farmstead Exclusion.

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Schmidt the Homestead and Farmstead Exclusion was approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.d. Annual Tax Levy Resolution

The Administration recommends the Board approve the annual tax levy resolution.

Minutes

Following a motion by Dr. Cysyk and a second by Dr. McCarver, the annual tax levy resolution was approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.e. 2025-26 Capital Plan

The Administration recommends the Board approve the 2025-29 Capital Plan.

Minutes

Following a motion by Dr. Cysyk and a second by Ms. Romberger the 2025-2029 Capital Plan Approval was approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.f. Change Order Approval - Rettew Addendum 03 - Elementary Project 0870701809

The Administration recommends the Board approve change order addendum number 3 of the elementary project for Rettew in the amount of $24,100.00.

Minutes

Following a motion by Dr. Cysyk and a second by Dr. McCarver, Change Order Addendum number 3 for Rettew in the amount of $24,100.00 was approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.g. Standing Committee Meeting Dates - 2025-26

The Administration recommends the approval of the 2025-26 Standing Committee Meeting Dates.

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Royo the Standing Committee Meeting dates for 2025-26 were approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.h. B&K Rentals & Sales

The Administration recommends the approval of B&K Rental & Sales for the installation of bleachers, platform, canopy and sidewall at the high school.

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Schmidt the B&K Rental & Sales Agreement was approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.i. Edulink Renewal

The Administration recommends the approval of the Edulink Renewal for the electronic teacher evaluation portal PA-ETEP.

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Royo the Edulink Renewal was approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.j. Johnson Controls Renewal- fire alarm service

The Administration recommends the approval of the Johnson Controls three year renewal for fire alarm service inspections and maintenance.

Minutes

Following a motion by Dr. Cysyk and a second by Ms. Romberger the Johnson Controls Renewal was approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.k. Johnson Controls Renewal-high school fire panel

The Administration recommends the approval of the Johnson Controls quote to replace the fire panel and interconnecting devices at the high school.

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Schmidt the Johnson Controls Quote was approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.l. Tomlinson Bomberger

The Administration recommends the approval of the Tomlinson Bomberger Proposal for athletic field and common area preventative maintenance program.

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Royo the Tomlinson Bomberger Proposal was approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.m. Trane Renewal

The Administration recommends the approval of the Trane Renewal to protect and enhance full system functionality by ensuring that components are well maintained and functioning at each of the four school buildings.

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Schmidt the Trane Renewal was approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.n. Folium/Laurel Life Renewal - Retroactive

The Administration recommends the retroactive approval of the Folium/Laurel Life Renewal for therapeutic emotional support classroom.

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Royo the Folium Laurel Life Renewal was approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.o. TherAbilities Behavior Support Agreement

The Administration recommends the retroactive approval of the TherAbilities Behavior Support Agreement for K-1 and autistic support.

Minutes

Following a motion by Dr. Cysyk and a second by Ms. Romberger the TherAbilities Agreement was approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.p. Personnel - Resignations
The Administration recommends the approval of the following resignations:

Professional Staff:

Greene, Adam
Kindergarten Teacher
Early Childhood Center
Reason: Personal
Effective: 07/31/2025

Classified Staff:

Chant, Dyllan
Substitute Custodian
Buildings and Grounds
Reason: Per Reasonable Assurance Not Returned
Effective: 07/01/2025

Eckert, Gregory L.
Bus Driver
Transportation
Reason: Retirement
Effective: 06/05/2025 (retroactive)

Mace, Katherine
Substitute Cafeteria/Recess Aide
District-wide
Reason: Personal
Effective: 07/01/2025

Marcovecchio, Adrian
Summer Buildings and Grounds Help
Buildings and Grounds
Reason: Personal
Effective: 06/02/2025 (retroactive)

Vojt, Holly
Substitute Administrative Assistant
District-wide
Reason: Per Reasonable Assurance Not Returned
Effective: 07/01/2025

Minutes

Following a motion by Dr. Cysyk and a second by Mrs. Schmidt, the Personnel Resignations were approved.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

5.q. Personnel - General
1. The Administration recommends the approval of the following appointments and recognition of the following transfers:

Act 93 Staff:

Rawls, Jesse Jr. (replacing Jason Reifsnyder)
Assistant to the Superintendent for Personnel and Student Services
District Office
Act 93, Group 1
Salary: $150,000 (pro-rate)
Effective: To Be Determined (pending receipt of Act 126, and Act 168 certifications)

Transfer of Professional Staff:

Hustad, Tara*
From: Special Education Teacher
Primary Elementary School
To: Special Education Teacher
Intermediate Elementary School
Effective: 07/01/2025

Transfer of Classified Staff:

Alicea, Kateria* (replacing Lesley Beyer)
From: Paraprofessional
High School
Level A, 5.75 hours per day
To: Paraprofessional (Self-contained Classroom)

Early Childhood Center
Level B, 6.5 hours per day
Salary: $20.36 per hour
Effective: 07/01/2025

Blauch, Desiree* (replacing Caitlyn Cortez)
From: Paraprofessional
Intermediate Elementary
Level A, 5.75 hours per day
To: Paraprofessional (Self-contained Classroom)
Early Childhood Center
Level B, 6.5 hours per day
Salary: $21.51 per hour
Effective: 07/01/2025

Catina, Bianca*
From: Paraprofessional (Self-contained Classroom)
Early Childhood Center
To: Paraprofessional (Self-contained Classroom)
Primary Elementary School
Level B, 6.5 hours per day
Salary: $20.36 per hour
Effective: 07/01/2025

Cotter, Lori*
From: Paraprofessional
Primary Elementary School
To: Paraprofessional
Intermediate Elementary School
Level A, 5.75 hours per day
Salary: $21.51 per hour
Effective: 07/01/2025

McCurdy, Cynthia*
From: Paraprofessional
Primary Elementary School
To: Paraprofessional
Intermediate Elementary School
Level A, 5.75 hours per day
Salary: $22.94 per hour
Effective: 07/01/2025

O'Brien, William* (replacing John Wighton)
From: Substitute Bus Driver
Transportation
Hours as needed

Salary: $21.82 per hour
To: Bus Driver
Transportation
Level A, 5.0 hours per day
Salary: $23.43 per hour
Effective: 07/01/2025

Ohliger, Robert*
From: Alternate Route Bus Driver
Transportation
Level A, 5.5 hours per day
Salary: $22.53 per hour
To: Bus Driver
Transportation
Level A, 5.5 hours per day
Salary: $23.43 per hour
Effective: 07/01/2025

Oliver, Jack* (New position)
From: Custodian (2nd shift)
High School
Full-time, 8.0 hours per day
Salary: $22.39 per hour
To: Groundskeeper
Buildings and Grounds
Full-time, 8.0 hours per day
Salary: $23.88 per hour
Effective: 07/01/2025 through 06/30/2026

Requena, Susan*
From: Cafeteria/Recess Aide
Intermediate Elementary School
To: Cafeteria/Recess Aide
Early Childhood Center
Level A, 3.0 hours per day
Salary: $19.08 per hour
Effective: 07/01/2025

Ricker, Christine* (new position)
From: Paraprofessional
Middle School
Level A, 5.75 hours per day
To: Paraprofessional (Self-contained Classroom)
Middle School
Level B, 6.5 hours per day

Salary: $20.36 per hour
Effective: 07/01/2025

Wright, Melissa*
From: Alternate Route Bus Driver
Transportation
Level A, 5.5 hours per day
Salary: $22.53 per hour
To: Bus Driver
Transportation
Level A, 5.25 hours per day
Salary: $23.43 per hour
Effective: 07/01/2025

Zagurskie, Debra* (replacing Casey Reale)
From: Custodian (2nd shift)
Elementary School
To: Custodian (2nd shift)
Early Childhood Center
Full-time, 8.0 hours per day
Salary: $23.29 per hour
Effective: 06/09/2025 (retroactive)

***This individual is currently an employee. Certifications are on file.**

2. The Administration gives notice that the following teachers have completed a successful term of three years of employment with a satisfactory evaluation for the District and will receive tenure as a teacher in the Commonwealth of Pennsylvania.

Blackburn, Gabriela
Block, Brittany
Folts, Claire
Johnston, Michaela
McBride, Kathryn
Wenger, Kayla

3. The Administration recommends the approval of the following request in accordance with District Policy 339:

Harrington, Wanda
Food Service Worker
Middle School
Uncompensated leave
Effective: 05/27/2025 - 06/05/2025 (retroactive

Following a motion by Dr. Cysyk and a second by Ms. Romberger, the Personnel - General items were approved and transfers were recognized.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

6. DELEGATE REPORTS

7. SPECIAL REPORTS

7.a. Board Members' Report

Minutes

A report was made by the following board members:

- Mr. Harinath shared that he attended PSBA Advocacy Day and the topic of HB1500 for Charter School reform.

7.b. Superintendent's Report

Minutes

Dr. Winslow did not have a report to share.

7.c. Board President's Report

Minutes

Ms. Drew shared the following:

Graduation is one of the best days of the year to see the culmination of all it, special thanks to Lori Ogle and Jeff Mackneer, Senior Class Advisors, for all that they do to make Graduation go so smooth as well as thanks to Ms. Schmit, High School Principal, her speech was just phenomenal and the relationships she has built with the students and the mutual respect that goes between them was on display and apparent.

8. RECOGNITION OF CITIZENS

This is an opportunity for residents and taxpayers to address the Board on matters related to the agenda or matters of District Governance not on the agenda. Those who speak are asked to follow the same guidelines outlined at the initial public comment portion of our meeting.

Minutes

There were no citizens requesting recognition by the board.

9. ADJOURNMENT

Minutes

The meeting was adjourned to post Executive Session at 7:40 p.m. following a motion by Dr. Cysyk and a second by Mrs. Royo.

Vote Results

Yea:	9	Joshua Cysyk, Tracey E. Royo, Lindsay Drew, Ganesh Harinath, Stewart McCarver, Jennifer Renz, Michael Rizzo, Honesta Romberger, Ericka Schmidt
Nay:	0	
Abstain:	0	
Not Cast:	0	

Respectfully submitted,

Michele Agee
Secretary to the Board
June 23, 2025

Lindsay K. Drew
Board President

Virtual Attendance June 9, 2023 Board Meeting
Susan Cohen
LisaDalto
Paige Dalto

Derry Township School District
Hershey, Pennsylvania

Textbook Recommendation and Adoption

Curricular Area Science	**Subject/Course** K-8 Science
Grade Level(s) K-8	**Copyright Date** 2021
Recommended Title: TWIG Science	
Author: Various	**Publisher** Imagine Learning

Reasons for selection: (Include relationship to written curriculum, level of difficulty, up-to-date content, available related/supporting materials, other books considered. Please include a description of online resources that are included or licenses that will be purchased with the text. Please include number of licenses needed and the length of access before renewal. Continue on other side if necessary and attach any supporting information.)

The state of Pennsylvania has adopted new academic standards for science. The new STEELS standards are based on the NGSS (Next Generation Science Standards) and incorporate a 3-dimensional design. Each standard includes disciplinary core ideas (content), science and engineering practices (what scientists do), and cross cutting concepts (how scientists think). This is a huge shift in science instruction. To guide this implementation process a group of 40 professional staff from all levels worked to prioritize standards, develop a scope and sequence, and develop unit maps. The last step in that process was to review resources to support science instruction. Several different resources were reviewed for consideration at the middle and elementary levels. Some of the resources reviewed were: Amplify Science, PHD Science, Smithsonian Science, TCI Science, TWIG Science, and OpenSciEd. Programs were evaluated in three crucial areas: alignment to DTSD curriculum, assessment elements, and supplemental resources. The resources were reviewed by over 30 teachers, instructional coaches, and administrators from the elementary and middle level. TWIG Science scored highest in all three categores. This rating was unanoumous with all grade levels awarding their highest rating to TWIG.

Cost per book vs. number of books needed: 1950 Student Licenses (3 Years) Onsite Professional Learning for Staff Teacher Print Resources for 58 Staff	Cost: $336,894.59

Selection Personnel	District Science Committee	
Program Leader Aaron Shuman		**Date** 4/14/2025
Principal Jena Funck and Erick Valentin		**Date** 4/14/2025
Assistant Superintendent: Aaron Shuman		**Date** 4/14/2025
Approved Superintendent Stacy R. Amstutz Date 6/10/25		**Board Approval Date** 6/9/25

Derry Township School District

Administrative Office • 30A East Granada Avenue • P.O. Box 898 • Hershey, PA 17033
Phone (717) 534-2501 • Fax (717) 533-4357 • www.hershey.k12.pa.us

To: Board of School Directors

From: Lindsey Schmidt

Re: Proposal to add a club at Hershey High School

Date: May 16, 2025

On behalf of HHS students Abigail Nielson & Kodjo Boutou, I would like to present a recommendation to the Derry Township Board of School Directors regarding the formation of a student club entitled American Chemistry Society (ACS). The enclosed proposal outlines and describes the purpose of the club.

- The club is supported by a faculty advisor, Kim Haney.
- Based on the proposal, the club supports the vision of Hershey High School & DTSD.
- The group does have a desire to handle funds, so a corresponding "student activity account is requested. With board approval, the American Chemistry Society (ACS) would be required to function in compliance with the Board Policy #618 (Student Activity Funds) regarding the management of their funds.
- Participation in the American Chemistry Society (ACS) would be open to all HHS students.
- This program does not entail a Limited Service Contract (LSC) and will therefore not include a stipend/payment to the sponsor.

Enclosures: Proposal for HHS American Chemistry Society (ACS)

ACS Request:

Dear Board Members and Staff I would like you to meet the potential future co-founders of the American Chemistry Society (ACS) club at Hershey High School. Abigail Nielson and Kodjo Boutou are both uprising Juniors who have academically excelled and look forward to taking action as both co-founders and co-presidents. The club we would like to propose to you is the American Chemistry Society also known as ACS. ACS is a multi status club with the purpose of inspiring future scientists or interested students to the idea of chemistry paired with community. Our personal Hershey High School ACS club would partake in chemistry labs and offer opportunities to help spread chemistry knowledge to the community. One example is we have worked out a plan with the elementary steam teacher Mr. Blase in order to go over during some club meeting times to complete labs with the elementary schoolers. We would like to request a Student Activity Fund for supplies and other needs that may come throughout the year. Around 20 students are estimated to join this club. Anyone with an interest in chemistry or willingness to help teach the future community about chemistry is eligible to participate in ACS. Mrs. Haney has agreed to be our faculty advisor for ACS. We hope you consider our request for an American Chemistry Society club to take part in our community at Hershey High School.

Sincerely,

Abigail Nielson and Kodjo Boutou

Advisor: Kim Haney

5/7/25

5/7/25

5/7/25

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AFFILIATION AGREEMENT

THIS AGREEMENT is made this 9 day of June, 20 25, by and between West Chester University, (hereinafter referred to as "University") an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and Derry Township School District (hereinafter "Site").

BACKGROUND

WHEREAS, Site is equipped with the facilities and professional staff necessary to provide an educational experience to the University's students in the area of Master of Counselor Education;

WHEREAS, the University is an educational institution that provides a degree in the area of Counselor Education;

WHEREAS, the University is desirous of providing an educational experience to its students limited to participation through supervision in a field placement experience setting; and

WHEREAS, the Site is desirous of establishing a relationship with the University whereby its students may receive field experience in their area of matriculation subject to the provisions of this Agreement.

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

a. S*election of Students.* The University shall be responsible for the selection of qualified students to participate in the field placement experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the Site. The parties will mutually agree upon the number of students selected for the Site.

b. *Education of Students*. The University shall assume full responsibility for the classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, graduation, and faculty appointments.

c. *Submission of Candidates*. The University shall submit the names of the students to the designated representative of the Site within ample time for the Site to interview the student prior to the field placement.

d. *Policies of Site*. The University will review with each student, prior to the field experience assignment, any and all applicable policies, codes, or confidentiality issues related to the field placement experience and provided by the Site. The

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Site will provide the University with the applicable information in advance of the student being placed with the Site.

e. *Advising Students of Rights and Responsibilities*. The University will be responsible for advising students of their responsibilities under this Agreement. All students shall be advised of their obligations to abide by the policies and procedures of the Site and should any student fail to abide by any policy and/or procedure, they may be removed from the field placement.

f. *Clearances*. The University will instruct its students to obtain child abuse and criminal record clearances prior to the start of student's field placement. Students will be required to update their criminal background checks and child abuse clearances if requested by the Site. Students will provide clearances directly to the Site upon the Site's request. The University will also instruct its students who are participating in the field experience to comply with the health status requirements, if any, of the Site. Students will provide proof of compliance directly to the Site upon the Site's request.

g. *Education for the Field.* The University shall provide an on-going educational forum for supervisors that is focused upon issues related to student development and the field practice experience.

h. *Removal of Students*. The University is responsible for ensuring that its students are meeting their educational goals at the Site. If the University determines that a student's educational needs are not being met or they are not receiving field instruction by a qualified professional, the University in consultation with the Site will remove the student from the Site.

i. *Professional Liability Insurance*. Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of $1,000,000.00 per claim and an aggregate of $3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the field placement. Students shall provide proof of such insurance upon request of the Site.

The Site understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance Program administered by the Bureau of Finance and Risk Management of the Pennsylvania Department of General Services. This program covers Commonwealth / University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa. C.S.A.§§ 8521, *et seq*.

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II. DUTIES AND RESPONSIBILITIES OF THE SITE

a. *Student Participation in Site*. The Site agrees to allow a mutually agreed upon number of University students to participate in a field placement experience. The Site is encouraged to interview the student prior to accepting them for a field placement at the Site. The Site agrees that the students selected for the program will be permitted to participate at dates and times mutually agreeable between the Site and the University.

b. *Client Care/Administration*. The Site will have sole authority and control over all aspects of client services. The Site will be responsible for and retain control over the organization, operation, and financing of its services.

c. *Driving Clients*. Clients can not be driven by the student in his/her car unless the field placement Site has made arrangements to assume liability should an incident occur. Whenever possible it would be preferred that the student uses a vehicle owned by the Site when transporting clients.

d. *Removal of Noncompliant Student*. The Site shall have the authority to terminate the field placement at the Site of a student who fails to comply with Site policies and procedures. The Site agrees to promptly inform University about its actions to terminate a student.

e. *Emergency Medical Care of Students*. The Site may provide to the students, to the extent possible, first aid for any injuries or illness that may occur while the student is at the Site. However, the Site assumes no responsibility, financial or otherwise, beyond initial first aid.

f. *Designation of Representative*. The Site shall designate a person to serve as a liaison between parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the field practice experiences of the students.

g. *Supervising of Students*. The Site shall provide a field placement instructor who will monitor the student's activities during the field placement experience. The Site will provide and opportunity for the student to engage in direct counselor education practice. The field instructor will provide direct supervision with the counselor education student intern.

h. *Reporting of Student Progress*. The Site shall provide all reasonable information requested by the University on a student's work performance. The Site will provide, in writing, a mid-semester and final evaluation, of the student. Evaluations will be completed and returned according to any reasonable schedule provided by the University.

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i. *Changes in Assignment.* The Site will, as soon as practical, advise the University of any changes in student assignments. If additional Counselor Education programs exist within the Site, the Site should devise ways for the coordination of all programs so that all students may have the maximum benefit of the learning experience.

j. *Rules and Policies.* The Site will provide the University, at least two weeks in advance of the field placement, all-relevant rules, regulations and policies of the Site that may impact the student field experience. The Site, when necessary, shall have the responsibility of updating this information.

k. *Facilities.* The Site will provide dedicated space to the student.

l. *Student Records.* The Site shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless authorized by law or as dictated by the terms of this Agreement.

III. MUTUAL TERMS AND CONDITIONS

a. *Term of Agreement.* The term of this Agreement shall not exceed a period of five years from the date of execution.

b. *Termination of Agreement.* The University or the Site may terminate this Agreement for any reason with ninety (90) days' written notice. Either party may terminate this Agreement prior to the completion of an academic semester, but all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.

c. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on sex, age, race, color, creed, and national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act. The Site agrees to cooperate with the University in its investigation of claims of discrimination or harassment. The Site shall report any incident in which a student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the University Title IX Coordinator, Lynn Klingensmith at 610-436-2433. The parties agree to cooperate with each other in either party's investigations of claims of discrimination or harassment.

d. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.

e. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.

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f. *Relationship of Parties*. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this Agreement, to each other, shall not be construed to constitute a partnership, joint venture, or any other relationship, other than that of independent contractors.

g. *Liability*. Neither of the parties shall assume any liabilities to each other. As to liability to each other for death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the University's or Commonwealth's rights, claims, or defenses which arise as a matter of law pursuant to any provisions of this contract. Nothing in this Agreement shall be construed to limit the sovereign immunity of the Site, the Commonwealth, or of the State System of Higher Education or the University.

h. *Binding Signatures*. The parties warrant and represent that the individuals signing this Agreement are authorized to bind the University and the Site to the terms and conditions contained in the Agreement. For the purpose of this Agreement, a copy of the party's original signature shall be considered to be an original signature; and as such shall be sufficient to bind such parties. *i.*

i. *Entire Agreement*. This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship. This Agreement supersedes any other agreements, restrictions, representations, or warranties, if any, between the two parties hereto with regard to the subject matter contained herein.

SIGNATURE PAGE FOLLOWS

Docusign Envelope ID: 0FA5BC80-8392-4038-9415-355AD68F1820

IN WITNESS WHEREOF, the authorized representatives (of the parties have) executed this Agreement as of the date previously indicated.

West Chester University

Signed by:
Jeffery L. Osgood, Jr. 6/12/2025
BF394C3BEB414E7...
Jeffery L. Osgood, Jr., PhD Date
Executive Vice President and Provost (Interim)

DocuSigned by:
Mr. Todd E. Murphy 6/13/2025
4EA0357518F4FD...
Todd E. Murphy Date
Vice President for Finance and Administration

Approved as to form and legality:

DocuSigned by:
6/16/2025
228D708648FD48B...
University Legal Counsel Date

Derry Township School District
Site Name (Print)

30 E. Granada Avenue,
Address

Hershey, PA 17033
City, State, Zip Code

Site Authorized Signature

Name Lindsay K. Drew

Title President, School Board

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ACADEMIC AFFILIATION AGREEMENT BETWEEN WEST CHESTER UNIVERSITY OF PENNSYLVANIA AND DERRY TOWNSHIP SCHOOL DISTRICT CONCERNING COOPERATIVE EFFORTS INVOLVING STUDENT TEACHING

1. **Scope of the Agreement**. This Agreement sets forth the responsibilities and rights for the 2025-2026, 2026-2027, and 2027-2028 academic years for the Derry Township School District (hereinafter referred to as the "School District or Education Authority") and of West Chester University of Pennsylvania (hereinafter referred to as the "University"). It also describes the responsibilities of participating University students assigned to the School District or Education Authority (teacher candidates, practicum students, and student observers), who are not parties to this Agreement.

2. **Description and Delineation of Roles and Relationships**.

    a. **Description of University Student Roles**. Students assigned to the School District or Education Authority will be placed into one of the following teacher education candidate roles:

        i. The **Student Teacher** is assigned to a qualified and selected cooperating teacher(s) to complete a half or full semester experience as part of a preparation program. The candidate serves in a co-teaching capacity under the supervision of the cooperating teacher(s), observing, completing assigned tasks, preparing and teaching applicable lessons, interacting professionally with students, and benefitting from the professional mentoring of the cooperating teacher(s).

        ii. The **Pre-Student Teacher** is provided the opportunity to observe the classroom teacher and have preliminary instructional experiences with K-12 students including teaching individuals, small groups, and in some cases full classes. Since this is pre-student teaching, the classroom teacher will determine the candidate's readiness to prepare and deliver instruction and to manage the classroom environment.

        iii. The **Student Observer** is a student with specific course assignments requiring classroom and school visits and observation of students in the natural setting. Ordinarily, this student is in the initial phase of the teacher preparation.

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iv. Terms that apply inclusively to the Student Teacher, Pre-Student Teacher, and Student Observer shall be hereinafter referred to as "Teacher Candidate".

b. The **Cooperating Teacher** is certified teacher and an employee of the School District or Education Authority to whom a Student Teacher or other Teacher Education student is assigned during the clinical experience.

c. The **University Supervisor** is the University employee who works with School District or Education Authority personnel to oversee the course of study or specific experience the Student Teacher is assigned within the School District or Education Authority.

d. The **University Instructor** provides classroom instruction and supervision for the Pre-Student Teacher and the Student Observer.

3. **Placement of Teacher Candidates**. The placement process shall be a cooperative effort involving both the University and the School District or Education Authority, with the University initiating the placement of the students. Requests for Teacher Candidate assignments shall be placed in writing and forwarded by the Office of Clinical Experiences and Candidate Services to the School District or Education Authority employee designated to act upon such requests.

   a. According to Chapter 354, Teachers are eligible to serve as a Cooperating Teacher if they hold a Pennsylvania Instructional I certificate and have had a minimum of three years of successful teaching experience in the public schools, one of which shall be in the School District.

   b. Assignment of Teacher Candidates shall be made by the School District or Education Authority in collaboration with the University's Office of Clinical Experiences and Candidate Services. Such assignments shall be made after consultation with the Teacher, Principal or school entity administrator under whom the assignment shall be completed.

   c. Cooperating Teachers may only supervise Student Teachers in areas and/or fields in which the cooperating teachers are certified.

4. **Calendar**. Teacher Candidates shall be required to comply with the calendar of the School District or Education Authority and the daily schedule of the individual school in which the experience will be completed. Any deviation from said schedule or calendar shall be approved by the Cooperating Teacher, the Principal or school entity administrator under whom the assignment is being completed, and the University Supervisor or University Instructor.

5. **Professional Standards**. Both parties to this agreement have a right and an obligation to insist on standards of professional decorum on the part of the Teacher Candidates that are

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consistent with applicable law and regulations, and the prevailing standards in the school community and the educational profession.

6. **Title IX and Nondiscrimination.**
Reporting of Sexual Violence and Sexual Harassment: The School District or Educational Authority agrees to cooperate with the University in its investigation of claims of discrimination or harassment. School District or Educational Authority shall report any incident in which a University student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the University Title IX Coordinator currently reached at 610-436-2433.

The parties agree to continue their respective policies of nondiscrimination based on Title VII of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the American with Disabilities Act. Further, neither party shall discriminate in any aspect of the program, including the choice of schools or students selected for the School District or Education Authority.

The parties agree to cooperate with each other in either party's investigations of claims of discrimination or harassment.

7. **Teacher Candidates Supervision**.
The following shall apply to University Students who are serving in the role of Student Teacher, as defined above. Student Teachers shall be subject to the rules and regulations of the School District or Education Authority and under the direction and control of the Cooperating Teacher, Principal, and other administrative personnel while they are on the premises of the School or acting on behalf of the School District or Education Authority in locations other than the premises. The following terms have specific reference to the various types of supervisory responsibility:

   a. The Cooperating Teacher may briefly leave the classroom leaving the Student Teacher in charge of the class, but the Cooperating Teacher at all times retains the responsibility for the control of the class and the program of instruction. Pre-Student Teacher and Student Observer are not permitted to be in charge of the class or unsupervised by the Cooperating Teacher.
   b. With the exception of certain programs which are beyond their regular classroom requirements and students that qualify for and receive the PA Student Teacher Support Program through PHEAA, students may not be compensated for any responsibilities which constitute all or a part of the required Student Teaching experience.
   c. Cooperating Teachers shall file required reports related to the activities and performance of the Student Teacher as requested by the University; such reports shall not violate any specific School District or Education Authority policy.
   d. As is reasonable, the University Supervisor and University Instructor shall have access, for the purpose of observation and supervision, to visit the classroom(s) to which a Teacher Candidate is assigned.

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8. **Professional Liability Insurance**.
Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of $1,000,000 per claim and an aggregate of $3,000,000 per occurrence. This policy must remain in full force and effect for the duration of the field placement. Students shall provide proof of such insurance upon request of the School District or Education Authority.

9. **Termination or Change of Assignments and Projects**.
Either the School District or Education Authority may, at any time, change or terminate the assignment of any Teacher Candidate when all parties have made reasonable efforts to consult with one another. If an emergency or dangerous situation requires immediate removal, School District shall have the sole authority to remove Teacher Candidate from the premises. University may at any time, change or terminate the assignment of any Teacher Candidate in accordance with College of Education Policy and the University Student Code of Conduct.

10. **Status of Teacher Candidates**.
All Teachers Candidates shall remain as students of the University and not be classified as employees of the School District or Education Authority, but will be under the direction and control of the School District or Education Authority as represented by the Cooperating Teacher, Principal, and other administrative personnel while they are on the premises of the School District or Education Authority or acting on behalf of the School District or Education Authority in locations other than the premises.

11. **Honorarium/Recognition**.
An honorarium for supervising Student Teachers as set by the Pennsylvania State System of Higher Education shall be paid by the University to Cooperating Teachers or, if the School District or Education Authority prefers, to the School District or Education Authority.

12. **FERPA**
The University and School District or Education Authority shall protect the confidentiality of University student records and School District or Education Authority student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the University or School District or Education Authority student unless authorized by law or as dictated by the terms of this Agreement. Teacher Candidates will be instructed to understand the application of FERPA in regard to School District or Education Authority student records.

13. **Final Grade**.

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The final academic grade for a Student Teacher will be determined by the University Supervisor in collaboration with the Cooperating Teacher. The Pre-Student Teacher and Student Observer shall have their grades determined by the University Instructor.

14. Relationship of Parties.

The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

15. Liability.

Neither of the parties shall assume any liabilities to each other. As to liability to each other for death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the University's or Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. Nothing in this Agreement shall be construed to limit the sovereign immunity of the School District or Education Authority, the Commonwealth, or the State System of Higher Education or the University.

16. Background and Health Clearances.

University shall instruct each student to obtain, at their own expense, all criminal background reports required by 24 P.S. §1-111, as amended, child abuse clearances required by 23 Pa. C.S. 6355, as amended, and a current report of the Federal Bureau of Investigation federal criminal history record information**.** The University will also require its students who are participating in the placement to comply with the health requirements of the School District or Education Authority, including health screening requirements for tuberculosis.

17. RTKL.

The parties agree that they will, when requested, cooperate with each other in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for public records made under such laws. This provision does not obligate either party to create any record other than the written report to the Site.

18. Termination and Notice.

This Agreement may be terminated either by the School District or Education Authority by giving the other party ninety (90) days' prior written notice. Either party may terminate this Agreement prior to the completion of an academic semester, but all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination. All notices to be given in this provision shall be properly given if they are sent by certified mail to the Superintendent or other designated representative of the School District or Education Authority and to the Office of the University President or the Provost. This Agreement is between the School District or Education Authority and the University, and they are the sole parties to the Agreement.

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Students are not parties to the Agreement, nor are they intended to be third-party beneficiaries thereof.

19. Interpretation of the Agreement.
The laws of the Commonwealth of Pennsylvania shall govern this Agreement.

20. Modification of Agreement.
This Agreement shall only be modified in writing with the same formality as the original Agreement.

21. Binding Signatures.
The parties warrant and represent that the individuals signing this Agreement are authorized to bind the University and the Site to the terms and conditions contained in this Agreement. For the purpose of this Agreement, a copy of the party's original signature shall be considered to be an original signature; and as such shall be sufficient to bind such parties.

22. Entire Agreement.
This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship. This Agreement supersedes any other agreements, restrictions, representations, or warranties, if any, between the parties hereto with regard to the subject matter herein.

SIGNATURE PAGE FOLLOWS

Docusign Envelope ID: 0FA5BC80-8392-4038-9415-355AD68F1820

DERRY TOWNSHIP SCHOOL DISTRICT

Signed: _____ President, School Board June 9, 2025
District Superintendent/Education Authority Date

WEST CHESTER UNIVERSITY OF PENNSYLVANIA

Signed: Signed by: Jeffery L. Osgood, Jr. BF394C3BEB414E7... 6/12/2025
Jeffery L. Osgood, Jr., PhD Date
Executive Vice President and Provost (Interim)

Signed: DocuSigned by: Mr. Todd E. Murphy 4EA0357Z518E4FD... 6/12/2025
Todd E. Murphy Date
Vice President for Finance and Administration

Approved as to form and legality:

Signed: DocuSigned by: Joseph Mille 228D708648FD48B... 6/16/2025
University Legal Counsel Date

acadience VOYAGER SOPRIS LEARNING

*Lexia Voyager Sopris Inc.
Attn: Order Entry Department
17855 Dallas Pkwy, Suite 400
Dallas, Texas 75287
Phone: (800) 547-6747
Fax: (888) 819-7767
Email: CustomerService@voyagersopris.com

Quote Number	00169024
Created Date	5/5/2025
Expiration Date	7/5/2025

Quote To	Laura Alexander
Phone	7175312211
Email	lalexander@hershey.k12.pa.us

Bill To Name	Derry Twp School District
Bill To	PO Box 898 Hershey, PA 17033 US
Ship To Name	Derry Twp School District
Ship To	30A E Garanada Ave Hershey, PA 17033 US

Sales Executive

Bonnie Lembcke

1-800-547-6747 ext. 53626

bonnie.lembcke@voyagersopris.com

Implementation Year(s)

25-26

Description	Product Code	Quantity	Sales Price	Total Price
ALO Reading K-6 Digital License, 1001-3000 students (Minimum Purchase 1001 licenses, Max Purchase 3000 licenses)	377220	1,475.00	$8.45	$12,463.75

Board approved 6/9/25
Michele Agee, Board Secretary

Total Price	$12,463.75
S&H	$0.00
Estimated Tax	$0.00
Total Due	$12,463.75

Comments

Description Laura Alexander - PA - Derry Twp Sch Dist - Acadience ALO Renewal 25-26

***As of January 13, 2022, Voyager Sopris Learning, Inc. (Tax ID # 84-0770709), changed its name to Lexia Voyager Sopris Inc. (LVSI). As such, all business, all contracts, and documentation associated with this quote shall be executed under the Lexia Voyager Sopris Inc. name. (Same Tax ID # 84-0770709).**

Lexia Voyager Sopris Inc. Terms of Sale

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid for 60 days unless otherwise specified on this quote. Unless otherwise provided herein, LVSI will invoice the total fees set forth above upon receipt of customer's PO/acceptance. Payment is due net 30 days of invoice.

Purchase and Implementation Policies for Acadience Learning Inc. (ALI).

Acadience Learning Online (ALO) Licenses

- Licenses are activated, post-purchase, as early as July 1 of a given school year (ex. July 1, 2024).
- Licenses are deactivated as of June 30 of a given school (ex. June 30, 2025). ALO can still be accessed for data viewing/exporting per the terms of the ALO Use Agreement.
- Licenses are non-refundable.
- Licenses cannot be prorated.
- Licenses must be used within the implementation year indicated at purchase (ex. 24-25 school year).
- Licenses are assigned to and managed at the ALO Account level, typically the district/LEA level.
- Licenses are not allocated per school, grade, or class, but consumed from the ALO Account (district/LEA) allotment.
- LVSI coordinates the sale of these licenses.
- Implementation of ALO accounts and licenses is coordinated by ALI (info@acadiencelearning.org).
- Licenses will be activated after purchase from LVSI and after ALO account verification is completed with ALI.

Acadience Materials and Training/Professional Development

- Acadience assessment materials, required for paper administration, are purchased from LVSI.
- Acadience training/professional development, including training materials, are purchased from ALI, training@acadiencelearning.org.

Order Term

This order quote and the associated confirming purchase order or other customer confirmation of this quote serve as an agreement for this order which becomes effective upon its acceptance by both parties. Unless otherwise agreed by LVSI and customer in writing, the licenses, products, and/or services purchased pursuant to this quote will begin on or about the start date and continue in effect for the period set forth in this quote. Unless otherwise set forth in this quote or agreed to by LVSI and customer in writing: all subscription licenses under the order shall have the same start and end dates; all subscription products and services are deemed delivered upon provisioning of license availability; and all subscription licenses and associated services must be used within the subscription or service period specified herein - unused subscription licenses or services are not eligible for refund or credit.

Order Process

To submit an order, please email this quote along with the applicable Purchase Order to customerservice@voyagersopris.com, send to your sales representative's email address listed above, or fax to 888-819-7767. NOTE: Each Purchase Order must include the correct quote order number as provided on this quote, and should attach this quote.

Order Acceptance

All Acadience Learning Online license subscriptions for products are offered subject to Acadience's ALO Privacy Statement and Lexia Voyager Sopris' Terms of Use, as supplemented by this quote, and Lexia Voyager Sopris' [K-12 processing]. Acadience Learning Inc. requires all customers who purchase ALO licenses to complete and submit a document called "Use Agreement for Acadience® Learning Online" prior to initial account setup in Acadience® Learning Online. For details about this document, please contact info@acadiencelearning.org.

By placing an order, customer confirms its acceptance of the Lexia Voyager Sopris Terms of Sale and this quote, which together with any previously awarded proposal and/or any other associated agreement entered into by Lexia Voyager Sopris and customer regarding the subscriptions and products in this quote, constitute the entire agreement between customer and Lexia Voyager Sopris regarding such subscriptions and products, (the "Agreement"), and its authorization to Lexia Voyager Sopris' K-12 processing as described. Customer and Lexia Voyager Sopris agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provision in any customer drafted purchase order, or any communications, whether written or oral, between customer and Lexia Voyager Sopris relating to the subject matter hereof, which shall be of no effect. In the event of any conflict, the terms of the Agreement shall govern. Third Party Subprocessors information available at: https://www.voyagersopris.com/subprocessors.

AINSWORTH
Technical Experts Coast to Coast

203 Lynndale Court
Mechanicsburg, PA 17050

www.ainsworth.com p. 717.796.9226 f. 717.796.1706

February 26, 2025
Proposal No. TM02262025-1

John Fready
Derry Township SD
30 E. Granada Ave.
Po Box 898
Hershey PA 17033

Subject: Chiller Preventative Maintenance
Site: High School, Middle School, Elementary School, Early Childhood Center

Dear John,

Ainsworth is pleased to quote the mechanical preventative maintenance for your facility. This proposal is for the agreement starting **July 1 2025 and ending June 30 2026.**

EQUIPMENT TO BE SERVICED

Please refer to the enclosed Equipment List.

MATERIALS and PM INCLUDED

The following maintenance materials are included in the service.

1. Oil Analysis
2. Spring Start Up Inspection
3. Summer Operating Inspection

Total Price: **$5,600.00 (Five Thousand Six Hundred Dollars) per year.**

Either party may terminate this agreement upon 30-day written notice (the agreement amount will be prorated accordingly and full payment will be due for any completed work).

ITEMS NOT INCLUDED UNDER THIS PROPOSAL

1. Parts/components that have failed or worn out (such as compressors, motors, coils, thermostats, fuses, contactors, etc.), unless specifically mentioned in the Materials Included section.
2. Diagnostic labor to identify the specific cause of non-functioning equipment, or equipment that is not functioning properly.
3. Labor to replace parts/components that have failed or worn out, unless specifically mentioned in the Maintenance Schedule.
4. Replacement of any equipment or system that has failed.

After each maintenance inspection we will give you detailed inspection sheets outlining all work performed. Additionally, we will notify you of any necessary equipment repair or replacement. Any additional work will be performed (when authorized by your representative) at our Current Service Rates.

CURRENT SERVICE RATES

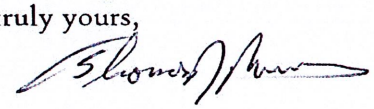
Straight Time will be billed at $125.00* per hour. This is for any work during normal business hours of 7:00am to 4:00pm.

Overtime will be billed at $187.50* per hour. This is for any **non-scheduled emergency service call** during any time other than normal business hours of 7:00am to 4:00pm. This includes nights, weekends and holidays.

Double Time will be billed at $250.00* per hour. This is for any **scheduled service work** on Sundays or holidays.

Trip Charge- $47.00 per service call

We look forward to the opportunity of working with you. If you have any questions or concerns, or if you would like to make any changes to the proposed maintenance program,
Very truly yours,

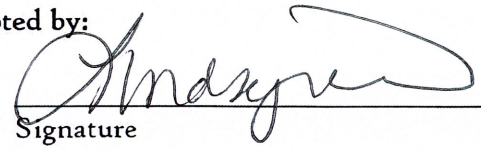


Tom Murray
Central Plant Service
Ainsworth
Cell 717-954-2431
Email tom.murray@ainsworth.com

cc: proposal file

*NOTE: Service rates are subject to escalation yearly.

Accepted by:



Signature

Lindsay K. Drew
Name (print)

President, School Board
Title

June 9, 2025
Date

Payment Plan (Please initial where appropriate):

Annually _____ Quarterly_____ Monthly_____

Purchase Order if Needed:

Note: Multiple year agreements will be subject to a 3% escalation yearly.

FACILITY EQUIPMENT LIST

Equipment Quantity	Equipment Brand, Description	Number Of Inspections	Months Serviced
4	Trane RTAA (High School)	1 Spring 1 Summer	April August
2	Trane RTAC (2 Middle School)	1 Spring 1 Summer	April August
1	Trane ACRB (Elementary School)	1 Spring 1 Summer	April August
1	Trane RTAE (Early Childhood Center)	1 Spring 1 Summer	April August

AINSWORTH
Technical Experts Coast to Coast

e-PM MAINTENANCE SCHEDULE
Derry Twp SD
Hershey Pa. 17033

John Fready

Equipment ID: ir Cooled Chille

Quantity this equipment type: X

Chiller, Air Cooled Maintenance Tasks	Diagnostic Notes	Spring			Summer			Fall			Winter		
		MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB
Check equipment general condition			x			x							
Check condition of housing			x			x							
Visual refrigerant / oil leak check			x			x							
Check contactors / starters /drives			x			x							
Check staging controls			x			x							
Check fan motor mounts / brackets			x			x							
Check fan motor & bearings			x			x							
Check fan blades			x			x							
Lubricate as required			x			x							
Check evaporator heaters			x			x							
Check condition of piping insulation			x			x							
Check adjacent water piping			x			x							
Check refrigerant piping			x			x							
Check condenser coil condition			x			x							
Check low ambient controls			x										
Check compressor oil level			x			x							
Perform oil spectroanalysis			x										
Check sight glass / ref pressures			x			x							
Check capacity reduction			x			x							
Check amp draw of all components			x			x							
Check electrical connections			x			x							
Take log readings of unit operating			x			x							
Verify overall proper operation			x			x							

Maintenance Notes / Work Required:

Technician: Date:

ACIA
Airborne Contamination Identification Associates Ltd.
3430 WOODBRIDGE CIRCLE YORK, PA 17406 717-767-1850 WWW.ACIA-LTD.COM

April 29, 2025

Derry Township School
P.O. Box 898, 30C East Granada Avenue
Hershey, PA 17033
Attention: John Fready

RE: Indoor Air Quality Management Program

Airborne Contamination Identification Associates Ltd. is pleased to provide this quote to provide a proactive indoor air quality management program for Derry Township School District as described in the scope of work listed below:

SCOPE OF WORK:

The goal of the IAQ management program is to identify and correct any issues pertaining to the indoor air quality across the school district's facilities before students and faculty return from summer vacation.

Task 1: ACIA shall sample IAQ at fifty (50) locations across the district. We will be sampling for viable fungi, particulate, carbon monoxide, carbon dioxide, relative humidity and temperature.

Task 2: ACIA shall sample drinking water in a total of twenty four (24) locations across the district. Water is to be analyzed for lead and copper.

Task 3: Provide independent lab results along with a detailed report of findings including photos of sample locations as well as recommendations to improve/correct IAQ as necessary. Report to follow 2-3 weeks after sampling is complete.

NOTE: A Certified Indoor Air Quality Professional will direct all work.

TOTAL COST: **$6,850**

ACIA
Airborne Contamination Identification Associates Ltd.
3430 WOODBRIDGE CIRCLE YORK, PA 17406 717-767-1850 WWW.ACIA-LTD.COM

TERMS: Net 10 days. Report to be released after payment is received in full.
Work to be performed Monday-Friday 8:00am-4:00pm

ACCEPTANCE OF PROPOSAL:

The above prices, specifications and conditions are satisfactory and hereby accepted.
You are authorized to do the work specified. Payment will be made as outlined above.

SIGNATURE: _____

DATE: June 9, 2025

If you have any questions in reference to the above contract, please feel free to call me at your earliest convenience. I look forward to hearing from you.

Regards,
AIRBORNE CONTAMINATION IDENTIFICATIONS ASSOCIATES, LTD.

Kyle B. Leaman
Our Certifications:
WBENC: Certified Women Owned Business (WBE)
CAFS: Certified Air Filter Specialist (CAFS)
Pennsylvania Home Improvement Contractor Registration Number: PA 059333
NADCA Certified Ventilation Systems Mold Remediators (CVSMR)
NADCA Certified Air Systems Cleaning Specialists (ASCS)
AEE – Certified Indoor Air Quality Professional (CIAQP)
ACAC: Certified Mold Remediation Supervisor (Requied by Maryland Law) (CMRS)
Anabec: Certified Microbial Remediator Supervisor and Product Distributor (CMRS)

ACIA
Airborne Contamination Identification Associates Ltd.
3430 WOODBRIDGE CIRCLE YORK, PA 17406 717-767-1850 WWW.ACIA-LTD.COM

TERMS AND CONDITIONS

TERMS OF SALE
All sales of ACIA, Ltd products are Net 10 days. No cash discount will be allowed. Invoices carry a date corresponding to date of shipment. We will extend open credit to buyers who qualify. Orders from buyers without previously arranged credit will be shipping on a C.O.D. or payment in advance basis, until credit is established. Payment history of all accounts will be reviewed, and credit lines will be adjusted accordingly. Invoices that are over **60 days** old automatically go into a **"credit hold"** status.

REMITTANCES
Remittances should be made to:

ACIA, Ltd.
PO Box 127
Emigsville PA 17318

Remittances should be coded with the applicable invoice number so that credit may be accurately applied.

PAST DUE ACOUNTS
Accounts with open invoices past due thirty (30) days or more (60 days or more from invoice date) must be brought current prior to receiving additional shipments. Accounts which are chronically past due thirty days, or more are subject to credit review and reduction of open credit line. Accounts with open invoices past due sixty or more (90 days or more from invoice date) are subject to immediate revocation of open credit status. These accounts will be placed on C.O. D. only basis for a minimum of 90 days after the account has been brought current and are subject to collection proceedings. Where lawful, a maximum service charge of 1-1/2 per month (18% per annum) will be assessed on accounts in arrears; otherwise the highest lawful rate applies. Customer agrees to pay for all costs of collection including reasonable court costs, attorney and collection agency fees.

PRICING
Prices are subject to change without prior notice. Price changes are effective on a specific date, and all orders received on or after that date will be billed at the revised price. No rebates or refunds will be given to customers because of price declines to cover their stock on hand.

SALES TAX
Sales tax is not included on our quotes. If you are tax exempt, please provide a sales tax-exempt certificate when placing your order.

FREIGHT CLAIMS
All shipments should be closely inspected upon receipt for damage and/or loss. FOR BUYERS PROTECTION, BUYER MUST NOTE ANY DAMAGE, SUSPECTED DAMAGE OR LOSS ON THE FREIGHT BILL OR PACKING SLIP AT TIME OF DELIVERY. BY LAW, ANY SUBSEQUENT FREIGHT CLAIMS MUST THAN BE MADE DIRECTLY BY THE BUYER AGAINST THE DELIVERING CARRIER, INCLUDING ANY CLAIMS FOR CONCEALED DAMAGE AND/OR LOSS. We will render all reasonable assistance with such claims.

ORDER CANCELLATION/RETURN POLICY
To be eligible for credit for returned goods, the customer must comply with the following requirements:
1. Returns must be received by ACIA, Ltd. within two (2) months of date of purchase.
2. Written authorization to return any products must be obtained through ACIA. **Unauthorized Returns Will Be Refused.**

***Credit for returned goods will be issued subject to count and condition of the product. Damaged product will not be accepted.**
*Returning goods require a **30%** restocking charge to cover cost of inspection, handling and restocking. Reconditioning, relabeling and recartoning cost, if any, will be charged extra.

Credit for returned goods will be based on invoiced price.

***Custom made products (special sizes, non-catalog items, etc.) or private branded products are non-returnable.**
***All materials to be returned must be listed on a current price list. Obsolete or discontinued products may not be returned.**

BEHAVIOR ADVANTAGE

Behavior Advantage, LLC Software License & Clinical Support Agreement

Introduction and Purpose

Behavior Advantage, LLC (hereinafter known as "Behavior Advantage") is the creator and owner of several web-based applications known as Behavior Advantage, for use by educators supporting pupils with behavioral needs. A "Customer" of Behavior Advantage includes a school district, a special education local plan area of the State of Pennsylvania, a Non-Public Agency certified by a State Department of Education that has licensed Behavior Advantage from Provider through the "Behavior Advantage, LLC License Agreement" ("Agreement").

General Terms and Conditions

1. Grant of Automatically Renewable Software License Agreement: Behavior Advantage having offices at P.O. Box 1421, Truckee, CA 96160 agrees to grant a non-transferable, non-sub licensable, non-salable Renewable License for use of the Behavior Advantage software to Derry Township School District (hereinafter known as "Customer"), for use from the date this agreement is signed through and until either Customer or Behavior Advantage requests to terminate this agreement in writing, under the governing laws of the state of California. This License agreement cannot be modified without mutual consent of all parties.
2. Software Warranty: Behavior Advantage warrants that the Behavior Advantage Software will operate in reasonable substantial conformity with the documentation and all written and oral representations made when the product is used in accordance with the recommendations, training and direction of Behavior Advantage.
3. Implementation & Support Services Warranty: Behavior Advantage warrants that all services provided by Behavior Advantage staff and its contractors will be conducted by highly skilled professionals and in accordance with all professional industry standards of practice.
4. Costs & Payment: Annually renewable license fees, subscription fees, and clinical support services are outlined in the Behavior Advantage costs proposal and to be paid in full within 60 days of the date on invoices provided in accordance with the terms of this agreement.
5. Student Data Security & Privacy:
    a. Student Data Security: Behavior Advantage will not use student, staff or any data for any reason except for the provision of the Behavior Advantage software to Customer in accordance with all CA state laws and education codes. Behavior Advantage shall maintain student data security systems consistent with industry standard practices.
    b. Backup & Disaster Recovery: Behavior Advantage shall create and maintain a backup plan whereby Licensee Content is backed up to a data center and maintain backups of Customer's student data and content.
6. Behavior Coaching and Consultation:
    a. Informed Consent: Customer will secure informed consent, when appropriate or necessary, prior to accessing Behavior Advantage Behavior Coaching services regarding individual students. Informed consent will include notification that Behavior Advantage, as a contracting vendor to Customer, is providing consultation and support for an individual student. Customer shall defend, indemnify and hold harmless Behavior Advantage and its officers, directors, employees, and agents from all costs, including but not limited to, claims, liabilities, actions, attorneys' fees and any fines arising out of or resulting from any claim, suit, action or proceeding arising out of or resulting from a lack of or inadequate notification or secured informed consent prior to or commensurate with online consultation and support services rendered.
    b. Behavior Coaching and Consultation: Pre-purchased Behavior Coaching and Consultation with a Behavior Advantage specialist are valid during the specific calendar school year purchased, if Customer maintains a software subscription with Behavior Advantage. Pre-purchased Behavior

Coaching and Consultation hours are void if and when a current software subscription is terminated or non-renewed.

7. User Support:
    a. Telephone Support: Behavior Advantage will provide a telephone number(s) that users can call anytime between 8 AM and 6 PM PST to receive responsive and professional support, if a Behavior Advantage staff member is not available, we will return the call quickly and as appropriate to the urgency of the issue.
    b. Email Support Services: Will provide email support 8 AM to 6 pm PST and promptly respond to user's needs.
8. Authorized Users: "Authorized User" means the individual(s) or entity(ies) who are authorized by the Customer to access Behavior Advantage on behalf of the Customer according to the terms of the Agreement. Authorized Users are limited to a Customer's designated employees and licensed independent contractors with current contracts, including approved and signed data-sharing agreements, with the Customer. Customer acknowledges and agrees that only Authorized Users may gain access to Behavior Advantage via the Internet through Authorized Users' Personal User Identification and Password. Customer is responsible for tracking current Authorized Users and de-activating any user accounts that no longer meet the definition of "Authorized User" as outlined above. Customer agrees that access to Behavior Advantage by Authorized Users is contingent upon the Customer having a valid Agreement with the Provider. Should this Agreement end or terminate, Customer acknowledges and understands that Authorized Users will not have the right to access or use Behavior Advantage on behalf of the Customer. Authorized Users' Personal User Identification and Password, associated with the Customer, shall be deactivated.
9. Downtime: Licensee agrees that from time to time the Application Hosting Services (Currently Amazon Web Services) may be inaccessible or inoperable for various reasons beyond Behavior Advantage control such as internet related equipment malfunctions, interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures.
10. Intellectual and Real Property: Customer acknowledges that the Behavior Advantage applications; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related to the design and function of Behavior Advantage are exclusively the sole property of Behavior Advantage and are confidential information. Customer shall not allow any "Authorized User" or third party to view, adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Behavior Advantage Products or identify or discover any source code, or distribute, sell or sublicense copies, incorporate any portion of Behavior Advantage Products into or with any other products, or create any derivative works of the Behavior Advantage Products.
11. Binding Arbitration: In the event that a dispute should arise, both parties agree to refer the dispute to binding arbitration in the State of California. The parties agree that the Dispute shall forthwith be referred to arbitration (the "Arbitration") pursuant to the rules of the American Arbitration Association.
12. Force Majeure: A party will not be in breach of or in default under this agreement on account of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond the party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable: (a) notify the other party of the Force Majeure Event and its impact on performance under this agreement; and (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.
13. Governing Law: (a) Choice of Law. The lows of the State of California govern this agreement (without giving effect to its conflicts of law principles). (b) Choice of Forum. Both parties consent to the personal jurisdiction of the state and federal courts in Placer County, California.

14. Amendments: No amendments to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.
15. Assignment and Delegation: (a) No assignment. Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection. (b) No delegation. Neither party may delegate any performance under this agreement, except with the prior written consent of the other party. (c) Enforceability of an Assignment or Delegation. If a purported assignment or purported delegation is made in violation of this section, it is void.
16. Counterparts; Electronic Signatures: (a) Counterparts. The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument. (b) Electronic Signatures. This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.
17. Severability: If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that in validity, illegality, or unenforceability will not effect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.
18. Entire Agreement: This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.
19. Headings: The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.
20. Effectiveness: This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.
21. Necessary Acts; Further Assurances: Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplate or to evidence or carry out the intent and purpose of this agreement.

Authorized Representative

Printed Name

Lindsay K. Drew

Title

President, School Board

Date June 9, 2025

Authorized Representative

Aaron Stabel

Printed Name

Aaron Stabel

Title

CEO

Date 5/13/2025

BSGI
Berkshire Systems Group, Inc

Proposal For:

Derry Township School District - 6 Buildings
Fire Alarm Inspections and Testing - 07/01/2025-06/30/2026

Prepared By:

Carol Hall, Contract Sales Specialist
Email: chall@bsgi.com

PROJECT DETAILS

Fire Alarm Inspections and Testing - 07/01/2025-06/30/2026

Proposal: 22443-2-0

Customer Name: **Derry Township School District**
Contact Name: **John Fready, jfready@hershey.k12.pa.us**

Project Location: **Derry Township SD**

Scope of Work

FIRE ALARM SYSTEM - INSPECTIONS & TESTING

Fire Alarm inspections include: 1 Functional testing and Visual inspection and 1 Visual inspection per year, for a total of 2 visits per year.

Functional Inspections

Berkshire Systems Group, Inc. strives for 100% testing on every automatic fire alarm device when performing a functional inspection. When this is not possible, the exceptions are noted clearly in your inspection report. Preventative maintenance allows us to find small problems before they grow into larger emergencies.

- Pull stations are physically activated and verified for proper location reporting.
- Smoke detectors tested with artificial smoke to verify activation and proper reporting.
- Duct detectors tested with artificial smoke to ensure proper function.
- Relays tested to ensure proper functionality and reporting.
- Batteries are load and charger tested, and date checked to ensure integrity of batteries.
- Elevator recall tested to ensure proper fire operation.
- Audiovisual devices are activated to verify proper function.
- Monitoring signals checked to ensure signals received at monitor station.
- Site drawings updated to ensure accuracy.
- A full inspection report sent electronically to the owners within 14 working days.

Visual Inspections

- The control panel is checked for any trouble issues that may be present.
- All components checked to ensure system integrity.
- Verify location and condition of all initiating and notification devices.
- Batteries are load and charger tested, and date checked to ensure integrity of batteries.
- Inspect batteries for corrosion or leakage and verify tightness of connections.

Owner's Responsibility

NFPA states the responsibility for properly maintaining all life safety systems shall be that of the owner of the property. By means of periodic inspections, testing and maintenance, the equipment shall be shown to be in good operating condition and any defects or impairments shall be revealed. The owner, manager, or occupant shall promptly correct or repair deficiencies, damaged parts, or impairments found while performing the inspection and testing of these systems. Qualified personnel or a qualified contractor shall perform corrections and repairs, inspection, testing and services at the time of the visit only.

PROJECT DETAILS

Fire Alarm Inspections and Testing - 07/01/2025-06/30/2026

Proposal: 22443-2-0

Scheduled Inspection and Testing

BSGI will inspect equipment covered in the inspection agreement for proper functional operation. The inspection and tests shall include control equipment and peripheral devices as listed.

Additional Repairs

Service parts and labor are not included in this agreement. Prior to repairs being performed, the site staff will be notified of the cost and will need to give authorization. The Customer gives BSGI specific authorization under this agreement to perform minor repairs and maintenance up to $500.00 (Accepted: ___). For amounts above $500.00, BSGI will obtain the customer's prior authorization to proceed with additional work.

Building Access

Any keys, access cards, equipment or site personnel required to gain access to service equipment is the responsibility of the customer. Lifts, ladders, and scaffolding required to service equipment are the responsibility of the customer. BSGI will have access to all areas of said premises. If a return trip is required due to access problems or forgotten appointments, it will be billed "port to port" at our normal service rates.

Administration Building Fire Alarm	$1,050.00
QTY	Description
1	Fire Alarm Control Panel - MXL-IQ
1	Fire Alarm Dialer
3	Signal Panel
10	Manual Pull Station
43	Smoke Detector
3	Heat Detector
2	Duct Detector
19	Interface Module

Maintenance Building Fire Alarm	$680.00
QTY	Description
1	Fire Alarm Control Panel - MXL-IQ
1	Fire Alarm Dialer
1	Annunciator
1	Signal Panel
5	Manual Pull Station
1	Smoke Detector
1	Duct Detector
5	Interface Module

PROJECT DETAILS

Fire Alarm Inspections and Testing - 07/01/2025-06/30/2026

Proposal: 22443-2-0

Hershey Elementary Fire Alarm — $2,295.00

QTY	Description
1	Fire Alarm Control Panel - MXL-IQ
1	Fire Alarm Dialer
6	Signal Panel
34	Manual Pull Station
6	Smoke Detector
12	Duct Detector
78	Interface Module

Granada Gym Fire Alarm — $1,520.00

QTY	Description
1	Fire Alarm Control Panel - MXL-IQ
1	Fire Alarm Dialer
2	Signal Panel
14	Manual Pull Station
1	Smoke Detector
7	Duct Detector
13	Interface Module
34	Horn/Strobe

Medical Center Fire Alarm — $2,460.00

QTY	Description
1	Fire Alarm Control Panel - MLX
1	Fire Alarm Dialer
1	Annunciator
5	Signal Panel
14	Manual Pull Station
13	Smoke Detector
2	Heat Detector
2	Duct Detector
22	Interface Module
118	Horn/Strobe

Middle School — $3,375.00

QTY	Description
1	Fire Alarm Control Panel - Edwards
1	Fire Alarm Dialer
1	Annunciator
3	Signal Panel
36	Manual Pull Station
23	Smoke Detector
8	Heat Detector
18	Duct Detector
24	Interface Module
34	Horn/Strobe
3	Door Holder

PROJECT DETAILS

Fire Alarm Inspections and Testing - 07/01/2025-06/30/2026

Proposal: 22443-2-0

Financial Summary

Total Proposal Amount **$11,380.00**

PROJECT ACCEPTANCE:

Berkshire Systems Group, Inc.

Carol Hall

Derry Township School District

Signature

June 9, 2025
Date

PO#

COSTARS™

certified WBENC WOMEN'S BUSINESS ENTERPRISE

NICET CERTIFIED

TERMS & CONDITIONS

Fire Alarm Inspections and Testing - 07/01/2025-06/30/2026

Proposal: 22443-2-0

1. LIMITATION OF COMPANY'S LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IFCOMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO BREACH OF CONTRACT OR WARRANTY, ANY DEGREE OF NEGLIGENCE OF COMPANY IF PERMITTED BY APPLICABLE LAW, STRICT PRODUCT LIABILITY, SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, THE SYSTEM, OR ANY SERVICES CONTRACTED-FOR UNDER THIS AGREEMENT, COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO THE SUM OF TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00), AND THIS LIABILITY SHALL BE EXCLUSIVE. COMPANY MAY ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY CUSTOMER AND COMPANY IN WRITING. THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; DAMAGED OR DESTROYED PROPERTY, OR LOSS OF USE OF PROPERTY; GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES, PAIN AND SUFFERING AND DEATH; LOSS OF WAGES AND EARNING CAPACITY; CROSS-CLAIMS AND CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES. THROUGHOUT THIS AGREEMENT, THE COMPANY INCLUDES ITS EMPLOYEES, SUBCONTRACTORS (INCLUDING THE MONITORING SUBCONTRACTOR). NOTHING CONTAINED HEREIN SHALL BE CONSTRUED IN A MANNER WHICH WOULD RENDER OR MAKE THIS CLAUSE, IN WHOLE OR IN PART, VOID AND/OR UNENFORCEABLE.

2. INSURANCE WAIVER OF SUBROGATION. Customer understands that the COMPANY IS NOT AN INSURER. Customer is responsible for obtaining all insurance Customer believes is necessary. The payments Customer makes under this Agreement are not related to the value of the Premises or Customer's possessions, but based on the cost of the System and Company's services only. To the fullest extent permitted by applicable law, Customer and Customer's insurance company release Company from any liability for any loss, event or condition covered by Customer's insurance. THIS IS A WAIVER OF SUBROGATION PROVISION.

3. LIMITED WARRANTY. (Does Not Apply to Take Over)

(a) For 12 months from the date of this Agreement and for New Sales only, Company warrants that if any part of the System actually sold and installed by Company does not work because of a defect or because of ordinary wear and tear, Company will repair or replace that part at no charge to Customer. The Limited Warranty does not cover batteries, nor does it apply if the System has been damaged by Customer, accidents, power surges, misuse, vandalism, lack of proper maintenance, or unauthorized changes or acts of God (such as fires, earthquakes, floods, tornadoes, etc.).

(b) This Limited Warranty is the only warranty Company makes, is made only if Company installed the System, and takes the place of all other warranties whether express or implied. NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL SUCH WARRANTIES BEING EXPRESSLY WAIVED UNDER THIS AGREEMENT.

(c) Company will only provide Limited Warranty service if Customer notifies Company of a problem or need of service. Once notified, Company will service the System as soon as it reasonably can during normal business hours (9:00 a.m. to 5:00 p.m.), excluding Saturday, Sunday and Holidays. Company makes no promise that there will be no interruption of services after a service request has been made and before service is complete.

4. CUSTOMER'S PROTECTION OF COMPANY. THIS AGREEMENT IS INTENDED ONLY FOR CUSTOMER'S BENEFIT. THEREFORE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER SHALL PROTECT, INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS COMPANY FROM ALL LIABILITY AGAINST ALL THIRD PARTY CLAIMS OR LOSSES (INCLUDING PAYMENT OF COMPANY'S ATTORNEYS' FEES AND COSTS) BROUGHT AGAINST COMPANY ARISING FROM OR RELATING TO THIS AGREEMENT AND/OR THE SYSTEM, BUT (a) ONLY TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT ACTS OR OMISSIONS OF THE CUSTOMER OR ANY THIRD PARTY, AND (b) FROM THE COMPANY'S OWN NEGLIGENCE, BUT ONLY IF PERMITTED BY APPLICABLE LAW. NOTHING CONTAINED HEREIN, INCLUDING (b) ABOVE, SHALL BE CONSTRUED TO REQUIRE ANY INDEMNIFICATION WHICH WOULD RENDER OR MAKE THIS CLAUSE, IN WHOLE OR IN PART, VOID AND/OR UNENFORCEABLE.

5. CUSTOMER'S AGREEMENTS. Customer has the authority to sign this Agreement and in doing so will not violate any other agreement. It is the sole responsibility of Customer to test the operation of the system Central Station Monitoring at least weekly, and immediately notify Company of any problem or need of any service. To the extent the applicable Township requires a construction, electrical or any other permit for any of the installation or other services contracted-for under this Agreement, Customer authorizes Company to apply for said permits as its agent. Customer understands that the System is designed to reduce, but not eliminate, certain risks. Company does not guaranty that the System will prevent personal injury, property damages, or unauthorized entrances into the Premise.

Customer understands and agrees that any subcontractor retained by Company to provide any of the services under this Agreement (including the Monitoring Subcontractor), are independent contractors and independent operating companies. There is no partnership, joint venture, employer/employee, master/servant, or other similar relationship between them.

Customer agrees to pay Company its charges on a per-call time and materials basis for (i) any service to the System not covered by any Warranty service or otherwise requested on an emergency basis; and (ii) time spent by Company, waiting at the Premises for the local authority having jurisdiction or applicable Township inspector to inspect and/or approve any installation of other services contracted for under this Agreement. All of Customer's duties and obligations under this Agreement continue even if the Customer sells or leaves the Premises. Customer agrees to register the System, if required by the local county, township or municipality.

6. REMEDIES. If Customer fails to perform its obligations under this Agreement, Company will give Customer written notice of default. If Customer does not cure the default in full within 10 days of the date of the notice, Company may terminate this Agreement and Customer must pay Company, to the fullest extent permitted by applicable law: (a) all amounts then due; (b) 50% of the amount due the Company for the remainder of this Agreement (as an agreed-upon amount of damages and not as a penalty); and (c) Company's reasonable collection costs, including attorney's fees and costs. If this Agreement is terminated, Company will not provide any other services, including Monitoring Services, after that date. If Company waives any default, Company is not waiving other defaults. Any waiver by Company must be in writing. Company reserves the right to terminate the Monitoring, with no further obligation to Customer, upon 14 days advance written notice to Customer in the event of (i) excessive runaway and/or false signals, or (ii) non-monetary material breaches of this Agreement, or the reasonable policies and procedures of the Monitoring Subcontractor. Any default by the Customer under this Agreement is a cross-default under any and all other agreements between the Customer and Company, and the Company has all of the rights and remedies available to it under any other such agreement.

TERMS & CONDITIONS

Fire Alarm Inspections and Testing - 07/01/2025-06/30/2026

Proposal: 22443-2-0

7. LATE CHARGES/PRICE INCREASES. All invoices from Company are due within 30 days of receipt, unless otherwise stated in writing. If Customer is more than 15 days late with payment, Company can charge Customer interest of 1.5% per month (18% per annum), or the maximum amount permitted by applicable law.

8. ASSIGNMENTS/SUBCONTRACTORS. Customer cannot transfer or assign this Agreement without Company's prior written consent. COMPANY MAY SUBCONTRACT THIS AGREEMENT (IN WHOLE OR IN PART) AND, IF COMPANY DOES SO, THE SUBCONTRACTOR WILL HAVE THE RIGHT TO ENFORCE, AND RECEIVE THE BENEFIT OF, ALL TERMS & PROVISIONS OF THS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE LIMITATION OF COMPANY'S LIABILITY, CUSTOMER'S PROTECTION OF COMPANY, AND WAIVER OF SUBROGATION. COMPANY MAY ASSIGN OR SELL THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.

9. LIMITATIONS ON LAWSUITS; JURY TRIAL. Customer must bring any lawsuit against Company within 1 year after the act, omission or event occurred upon which the lawsuit is based. If Customer does not, Customer has no right to sue Company. Time is of the essence. The discovery rule shall not apply to toll this one (1) year limitation period. TO THE FULL EXTENT PERMITTED BY LAW, COMPANY AND CUSTOMER BOTH GIVE UP THE RIGHT TO A JURY TRIAL.

10. FALSE ALARM CHARGES. In the event a fine, penalty or fee is assessed against Customer or Company by any governmental or municipal authority, department or agency as a result of any false or other alarm condition, Customer agrees to be solely responsible for payment, and shall reimburse the Company for any related fines, penalty or fees it pays.

11. MISCELLANEOUS. This Agreement contains the entire understanding between Customer and Company relating to the subject matter hereof, and replaces any earlier discussions or agreements. This Agreement cannot be changed except by a writing signed by Customer and Company. If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The law of the State where the Premises is located governs this Agreement. The terms and conditions of this Agreement shall prevail over any other terms and conditions of any order form, proposal, purchase order, or other agreement submitted by Customer, even if signed by Company. EXCEPT FOR SUBCONTRACTORS AND ASSIGNEES UNDER SECTION 9 ABOVE, THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

Any repair, service or equipment which Company provides to Customer in the future is subject to the terms of this Agreement, including the Limitation of Liability, Customer's Protection of Company, and Waiver of Subrogation, unless otherwise expressly stated in another written agreement. This Agreement is not binding on the Company until the earlier of: (i) Company signs this Agreement; or (ii) services are commenced under this Agreement.

CUSTOMER INITIALS _____

* I HAVE READ AND AGREE TO THE GENERAL TERMS

BSGI
Berkshire Systems Group, Inc

Proposal For:

Derry Township School District
Derry Township School District Sprinkler Inspection Contract

Prepared By:

Dillon Wentz, Sprinkler Contract Sales Specialist
Email: dwentz@bsgi.com

PROJECT DETAILS

Derry Township School District Sprinkler Inspection Contract

Proposal: 21153-1-0

Customer Name: **Derry Township School District**
Contact Name:

Project Location: **Derry Township School District**

Scope of Work

Thank you for allowing BSGI to quote our services. Please contact our office with any questions. To accept our proposal and initiate scheduling of work detailed herein, please sign, date and return to dwentz@bsgi.com

Work to be performed during normal BSGI working hours, 7:30am - 4:00pm, Monday through Friday, excluding recognized holidays.

Prices shown do not include PA sales taxes. Work performed to be in accordance with NFPA and manufactures specs. Terms: Net 30 Days upon Credit Approval, 1.5% added monthly.

Sprinkler System - Inspections, Testing

All sprinkler inspections include (1) Annual, (1) Semi-Annual, and (2) Quarterly inspections for a total of (4) sprinkler inspections per year.

Annually

-Visual inspection of all sprinkler components,

-Check all gauges and record static water pressure

-Check Valves and Fittings for leaks or corrosion, as well as proper positioning

-Visual inspection of standpipe hose threads, hose cabinets, and fire hoses

-Check functionality of supervisory, trouble, and water flow alarm devices

-Main Drain Test

-Visual inspection of all sprinkler heads

-Testing of fire backflow preventer assemblies

-We will inspect, test, and lube each fire control valves for proper operation

-Pressure test each hose valve on standpipe (where applicable)

PROJECT DETAILS

Derry Township School District Sprinkler Inspection Contract

Proposal: 21153-1-0

Semi-annual

-Visual inspection of all sprinkler components,

-Check all gauges and record static water pressure

-Check Valves and Fittings for leaks or corrosion, as well as proper positioning

-Check functionality of supervisory, trouble, and water flow alarm devices

-Main Drain Test

Quarterly

-Visual inspection of all sprinkler components,

-Check all gauges and record static water pressure

-Check Valves and Fittings for leaks or corrosion, as well as proper positioning

-Main Drain Test

Owner's Responsibility

NFPA states the responsibility for properly maintaining all life safety systems shall be that of the owner of the property. By means of periodic inspections, testing and maintenance, the equipment shall be shown to be in good operating condition and any defects or impairments shall be revealed. The owner, manager, or occupant shall promptly correct or repair deficiencies, damaged parts, or impairments found while performing the inspection and testing of these systems. Qualified personnel or a qualified contractor shall perform corrections and repairs, inspection, testing and services at the time of the visit only.

Scheduled Inspection and Testing

BSGI will inspect equipment covered in the inspection agreement for proper functional operation. The inspection and tests shall include control equipment and peripheral devices as listed.

Additional Repairs

Service parts and labor are not included in this agreement. Prior to repairs being performed the site staff will be notified of the cost and will need to give authorization. The Customer gives BSGI specific authorization under this agreement to perform minor repairs and maintenance up to $500.00 (Accepted: ___) . For amounts above $500.00, BSGI will obtain customer's prior authorization to proceed with additional work.

PROJECT DETAILS

Derry Township School District Sprinkler Inspection
Contract

Proposal: 21153-1-0

Building Access

Any keys, access cards, equipment or site personnel required to gain access to service equipment is the responsibility of the customer. Lifts, ladders, and scaffolding required to service equipment are the responsibility of the customer. BSGI will have access to all areas of said premises, if a return, trip is required due to access problems or forgotten appointments, it will be billed "port to port" at our normal service rates.

High School — $1,680.00

QTY	Description
1	Annual Sprinkler System Inspection
1	Semi-Annual Sprinkler System Inspections
2	Quarterly Sprinkler System Inspection
2	Annual Inspection of Backflow Valve-Sprinkler System

Middle School — $1,320.00

QTY	Description
1	Annual Sprinkler System Inspection
1	Semi-Annual Sprinkler System Inspections
2	Quarterly Sprinkler System Inspection
1	Annual Inspection of Backflow Valve-Sprinkler System

Elementary School — $1,080.00

QTY	Description
1	Annual Sprinkler System Inspection
1	Semi-Annual Sprinkler System Inspections
2	Quarterly Sprinkler System Inspection

Early Childhood Center — $1,320.00

QTY	Description
1	Annual Sprinkler System Inspection
1	Semi-Annual Sprinkler System Inspections
2	Quarterly Sprinkler System Inspection
2	Annual Inspection of Backflow Valve-Sprinkler System

Maintenance Building — $1,320.00

QTY	Description
1	Annual Sprinkler System Inspection
1	Semi-Annual Sprinkler System Inspections
2	Quarterly Sprinkler System Inspection
1	Annual Inspection of Backflow Valve-Sprinkler System

PROJECT DETAILS

Derry Township School District Sprinkler Inspection Contract

Proposal: 21153-1-0

Hershey Medical Center — $1,320.00

QTY	Description
1	Annual Sprinkler System Inspection
1	Semi-Annual Sprinkler System Inspections
2	Quarterly Sprinkler System Inspection
2	Annual Inspection of Backflow Valve-Sprinkler System

District Ofiice — $1,320.00

QTY	Description
1	Annual Sprinkler System Inspection
1	Semi-Annual Sprinkler System Inspections
2	Quarterly Sprinkler System Inspection
1	Annual Inspection of Backflow Valve-Sprinkler System

Granada Gym — $1,320.00

QTY	Description
1	Annual Sprinkler System Inspection
1	Semi-Annual Sprinkler System Inspections
2	Quarterly Sprinkler System Inspection
1	Annual Inspection of Backflow Valve-Sprinkler System

Financial Summary

Total Proposal Amount **$10,680.00**

*****Price Valid for 30 Days *****

Note: The above price does not include sales tax.

PROJECT DETAILS

Derry Township School District Sprinkler Inspection Contract

Proposal: 21153-1-0

BSGI offers systems under the terms and conditions of PA COSTARS (Cooperative Purchasing Program) contracts:

Security, Surveillance, & Fire Maintenance ITQ #4400023823
Theater Furniture, Fixtures, Audio/Visual Equipment #034-E22-133
Security, Surveillance & Fire Alarm Systems and Services #040-E22-129

Berkshire Systems Group Federal EIN #232218930 SAP #125369 DGS Contractor #4400000185

PROJECT ACCEPTANCE:

Berkshire Systems Group, Inc.

Dillon Wentz

Derry Township School District

Signature

June 9, 2025
Date

PO#

TERMS & CONDITIONS

Derry Township School District Sprinkler Inspection Contract

Proposal: 21153-1-0

1. LIMITATION OF COMPANY'S LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IFCOMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO BREACH OF CONTRACT OR WARRANTY, ANY DEGREE OF NEGLIGENCE OF COMPANY IF PERMITTED BY APPLICABLE LAW, STRICT PRODUCT LIABILITY, SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, THE SYSTEM, OR ANY SERVICES CONTRACTED-FOR UNDER THIS AGREEMENT, COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO THE SUM OF TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00), AND THIS LIABILITY SHALL BE EXCLUSIVE. COMPANY MAY ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY CUSTOMER AND COMPANY IN WRITING. THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; DAMAGED OR DESTROYED PROPERTY, OR LOSS OF USE OF PROPERTY; GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES, PAIN AND SUFFERING AND DEATH; LOSS OF WAGES AND EARNING CAPACITY; CROSS-CLAIMS AND CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES. THROUGHOUT THIS AGREEMENT, THE COMPANY INCLUDES ITS EMPLOYEES, SUBCONTRACTORS (INCLUDING THE MONITORING SUBCONTRACTOR). NOTHING CONTAINED HEREIN SHALL BE CONSTRUED IN A MANNER WHICH WOULD RENDER OR MAKE THIS CLAUSE, IN WHOLE OR IN PART, VOID AND/OR UNENFORCEABLE.

2. INSURANCE WAIVER OF SUBROGATION. Customer understands that the COMPANY IS NOT AN INSURER. Customer is responsible for obtaining all insurance Customer believes is necessary. The payments Customer makes under this Agreement are not related to the value of the Premises or Customer's possessions, but based on the cost of the System and Company's services only. To the fullest extent permitted by applicable law, Customer and Customer's insurance company release Company from any liability for any loss, event or condition covered by Customer's insurance. THIS IS A WAIVER OF SUBROGATION PROVISION.

3. LIMITED WARRANTY. (Does Not Apply to Take Over)

(a) For 12 months from the date of this Agreement and for New Sales only, Company warrants that if any part of the System actually sold and installed by Company does not work because of a defect or because of ordinary wear and tear, Company will repair or replace that part at no charge to Customer. The Limited Warranty does not cover batteries, nor does it apply if the System has been damaged by Customer, accidents, power surges, misuse, vandalism, lack of proper maintenance, or unauthorized changes or acts of God (such as fires, earthquakes, floods, tornadoes, etc.).

(b) This Limited Warranty is the only warranty Company makes, is made only if Company installed the System, and takes the place of all other warranties whether express or implied. NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL SUCH WARRANTIES BEING EXPRESSLY WAIVED UNDER THIS AGREEMENT.

(c) Company will only provide Limited Warranty service if Customer notifies Company of a problem or need of service. Once notified, Company will service the System as soon as it reasonably can during normal business hours (9:00 a.m. to 5:00 p.m.), excluding Saturday, Sunday and Holidays. Company makes no promise that there will be no interruption of services after a service request has been made and before service is complete.

4. CUSTOMER'S PROTECTION OF COMPANY. THIS AGREEMENT IS INTENDED ONLY FOR CUSTOMER'S BENEFIT. THEREFORE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER SHALL PROTECT, INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS COMPANY FROM ALL LIABILITY AGAINST ALL THIRD PARTY CLAIMS OR LOSSES (INCLUDING PAYMENT OF COMPANY'S ATTORNEYS' FEES AND COSTS) BROUGHT AGAINST COMPANY ARISING FROM OR RELATING TO THIS AGREEMENT AND/OR THE SYSTEM, BUT (a) ONLY TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT ACTS OR OMISSIONS OF THE CUSTOMER OR ANY THIRD PARTY, AND (b) FROM THE COMPANY'S OWN NEGLIGENCE, BUT ONLY IF PERMITTED BY APPLICABLE LAW. NOTHING CONTAINED HEREIN, INCLUDING (b) ABOVE, SHALL BE CONSTRUED TO REQUIRE ANY INDEMNIFICATION WHICH WOULD RENDER OR MAKE THIS CLAUSE, IN WHOLE OR IN PART, VOID AND/OR UNENFORCEABLE.

5. CUSTOMER'S AGREEMENTS. Customer has the authority to sign this Agreement and in doing so will not violate any other agreement. It is the sole responsibility of Customer to test the operation of the system Central Station Monitoring at least weekly, and immediately notify Company of any problem or need of any service. To the extent the applicable Township requires a construction, electrical or any other permit for any of the installation or other services contracted-for under this Agreement, Customer authorizes Company to apply for said permits as its agent. Customer understands that the System is designed to reduce, but not eliminate, certain risks. Company does not guaranty that the System will prevent personal injury, property damages, or unauthorized entrances into the Premise.

Customer understands and agrees that any subcontractor retained by Company to provide any of the services under this Agreement (including the Monitoring Subcontractor), are independent contractors and independent operating companies. There is no partnership, joint venture, employer/employee, master/servant, or other similar relationship between them.

Customer agrees to pay Company its charges on a per-call time and materials basis for (i) any service to the System not covered by any Warranty service or otherwise requested on an emergency basis; and (ii) time spent by Company, waiting at the Premises for the local authority having jurisdiction or applicable Township inspector to inspect and/or approve any installation of other services contracted for under this Agreement. All of Customer's duties and obligations under this Agreement continue even if the Customer sells or leaves the Premises. Customer agrees to register the System, if required by the local county, township or municipality.

6. REMEDIES. If Customer fails to perform its obligations under this Agreement, Company will give Customer written notice of default. If Customer does not cure the default in full within 10 days of the date of the notice, Company may terminate this Agreement and Customer must pay Company, to the fullest extent permitted by applicable law: (a) all amounts then due; (b) 50% of the amount due the Company for the remainder of this Agreement (as an agreed-upon amount of damages and not as a penalty); and (c) Company's reasonable collection costs, including attorney's fees and costs. If this Agreement is terminated, Company will not provide any other services, including Monitoring Services, after that date. If Company waives any default, Company is not waiving other defaults. Any waiver by Company must be in writing. Company reserves the right to terminate the Monitoring, with no further obligation to Customer, upon 14 days advance written notice to Customer in the event of (i) excessive runaway and/or false signals, or (ii) non-monetary material breaches of this Agreement, or the reasonable policies and procedures of the Monitoring Subcontractor. Any default by the Customer under this Agreement is a cross-default under any and all other agreements between the Customer and Company, and the Company has all of the rights and remedies available to it under any other such agreement.

TERMS & CONDITIONS

Derry Township School District Sprinkler Inspection Contract

Proposal: 21153-1-0

7. LATE CHARGES/PRICE INCREASES. All invoices from Company are due within 30 days of receipt, unless otherwise stated in writing. If Customer is more than 15 days late with payment, Company can charge Customer interest of 1.5% per month (18% per annum), or the maximum amount permitted by applicable law.

8. ASSIGNMENTS/SUBCONTRACTORS. Customer cannot transfer or assign this Agreement without Company's prior written consent. COMPANY MAY SUBCONTRACT THIS AGREEMENT (IN WHOLE OR IN PART) AND, IF COMPANY DOES SO, THE SUBCONTRACTOR WILL HAVE THE RIGHT TO ENFORCE, AND RECEIVE THE BENEFIT OF, ALL TERMS & PROVISIONS OF THS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE LIMITATION OF COMPANY'S LIABILITY, CUSTOMER'S PROTECTION OF COMPANY, AND WAIVER OF SUBROGATION. COMPANY MAY ASSIGN OR SELL THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.

9. LIMITATIONS ON LAWSUITS; JURY TRIAL. Customer must bring any lawsuit against Company within 1 year after the act, omission or event occurred upon which the lawsuit is based. If Customer does not, Customer has no right to sue Company. Time is of the essence. The discovery rule shall not apply to toll this one (1) year limitation period. TO THE FULL EXTENT PERMITTED BY LAW, COMPANY AND CUSTOMER BOTH GIVE UP THE RIGHT TO A JURY TRIAL.

10. FALSE ALARM CHARGES. In the event a fine, penalty or fee is assessed against Customer or Company by any governmental or municipal authority, department or agency as a result of any false or other alarm condition, Customer agrees to be solely responsible for payment, and shall reimburse the Company for any related fines, penalty or fees it pays.

11. MISCELLANEOUS. This Agreement contains the entire understanding between Customer and Company relating to the subject matter hereof, and replaces any earlier discussions or agreements. This Agreement cannot be changed except by a writing signed by Customer and Company. If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The law of the State where the Premises is located governs this Agreement. The terms and conditions of this Agreement shall prevail over any other terms and conditions of any order form, proposal, purchase order, or other agreement submitted by Customer, even if signed by Company. EXCEPT FOR SUBCONTRACTORS AND ASSIGNEES UNDER SECTION 9 ABOVE, THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

Any repair, service or equipment which Company provides to Customer in the future is subject to the terms of this Agreement, including the Limitation of Liability, Customer's Protection of Company, and Waiver of Subrogation, unless otherwise expressly stated in another written agreement. This Agreement is not binding on the Company until the earlier of: (i) Company signs this Agreement; or (ii) services are commenced under this Agreement.

CUSTOMER INITIALS _____

* I HAVE READ AND AGREE TO THE GENERAL TERMS

PRICE QUOTE

CDW·G PEOPLE WHO GET IT

Cisco Gold Partner | Cisco Master Unified Communications Partner | Cisco Master Security Partner | Cisco Master Cloud Builder Partner | Cisco Master Managed Services Partner

QUOTE ID: 703287
Revision: 1
CUSTOMER ID: 6720374
QUOTE DATE: 04/29/2025
QUOTE EXPIRES: 08/07/2025
PAYMENT TERMS: Net 30 Days
FOB: Port of Origin

200 N Milwaukee Ave
Vernon Hills, IL 60061

Project: Duo Renewal 1YR Sub1277214 - QTY 800
Attention: Phil Ayala
Prepared for: Derry Township School District
30 C E Granada Ave Rear Alley
Hershey, PA
17033

Sales Person: Thomas Figueiredo
Phone: (203) 851-7220
Fax: (732) 905-4828
Email: thomfig@cdwg.com
ISR: Amanda Aubuchon
Phone: -
Email: amanda.aubuchon@cdw.com

Line #	Qty	Part Number	Description	Customer Price	Customer Extended Price
1-1	**Subscription ID: Sub1277214**				
1-2	**Renewal Term: 15-Aug-2025 to 14-Aug-2026**				
1-3	**DUO-EDU-SUB**				
1-4	1	DUO-EDU-SUB	Cisco Duo subscription for Educational institutions	$ -	$ -
1-5	800	DUO-EDU-ESS-F	Duo Essentials for education Faculty only (Formerly MFA-F)	$ 13.80	$ 11,040.00
1-6	1	SVS-DUO-SUP-B	Cisco Duo Basic Support	$ -	$ -
1-7	10	DUO-TLPHNY-1K	Increments of 1,000 telephony credits for any edition	$ 11.04	$ 110.40

Quote Total: $ 11,150.40

Board approved 6/9/25
Michele Ague, Board Secretary

CUSTOMER IS RESPONSIBLE TO PAY FREIGHT CHARGES. ESTIMATED OR ACTUAL FREIGHT CHARGES ARE NOT INCLUDED IN QUOTES (UNLESS SPECIFICALLY STATED). THIS QUOTE EXCLUDES SALES TAX (UNLESS SPECIFICALLY STATED).

Terms:

TERMS AND CONDITIONS – Customer's obligations to Seller under this Subscription Order Form, including its payment obligations are subject to the Terms and Conditions of Sales and Service Projects on Seller's website at https://www.cdwg.com/content/cdwg/en/terms-conditions/sales-and-service-projects.html, unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.

PAYMENT – Customer will pay all Fees for the use of the Cisco Products and Services as outlined in Seller's invoice within 30 days after the date of the invoice or by such other payment terms that may have been negotiated between Customer and Seller. In addition to the Subscription Fee, the Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by the Customer, including any True Forward or Exceptional Growth charges as referenced in the Cisco Terms (as defined below), audio fees, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cisco Products and Services. Seller will invoice Customer for the Subscription Fee periodically as set forth in this Customer Order Form unless otherwise agreed to between the parties. Seller will invoice for any usage, consumption, True Forward, overage, or any other additional fees based on Cisco's billing schedule for such charges. The Subscription Fee and all additional fees due hereunder are collectively referred to as "Fees".

SERVICE SUSPENSION – In addition to any other rights Seller may have, Seller may suspend or terminate the Cisco Products and Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

NON-CANCELLABLE/NON-REFUNDABLE – The Cisco Products and Services purchased under this Customer Services Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

BY PLACING AN ORDER FOR ABOVE PRODUCTS, Customer acknowledges and agrees: (1) that it is receiving the Cisco Products and Services directly from Cisco Systems, Inc. ("Cisco") and hereby agrees to the Cisco's terms and conditions ("Cisco Terms"), which can be found at Cisco's Customer Contract Experience site at the following URL: https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html which includes Cisco's General Terms at the following URL: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf and the Offer Descriptions at the following URL: https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#-offer-descriptions-product (2) that Cisco or its affiliates and not Seller will be responsible for the performance of the Cisco Products and Services.

CertaPro Painters®
BUSINESS & COMMERCIAL SERVICES

Mike Dillon
3438 Trindle Road, Suite 208
Camp Hill, PA 17011
(717) 761-2248

http://Harrisburg.certapro.com
License: PA020185 1-888-520-6680
Contractor License: PA020185 1-888-520-6680

COMMERCIAL INTERIOR
Proposal #: Interior Proposal - Hershey Middle School Classrooms 2025
Job #: JOB-1417-3674
Date 01/16/2025

We proudly feature Sherwin-Williams paints and stains.

JOB SITE

Hershey Middle School - Classrooms 2025
500 Homestead Road
Hershey, PA 17033
(717) 534-2501
jfready@hershey.k12.pa.us

PREPARED BY

David Houck
Commercial Sales Associate
717-805-0784
dhouck@certapro.com

CLIENT

Hershey Middle School
500 Homestead Road
Hershey, PA 17033
(717) 531-2202
jfready@hershey.k12.pa.us

CLIENT CONTACTS

John Fready
Director of Buildings and Grounds
W: (717) 534-2501
M: (717) 531-2202
E: jfready@hershey.k12.pa.us

PRICING:

Base Price:	$9,674.00
Subtotal:	**$9,674.00**
Previous Customer	-$461.00
Total:	**$9,213.00**
Deposits Due	$3,685.20
Balance	**$5,527.80**

GENERAL SCOPE OF WORK

1. Interior Painting at Hershey Middle School.
2. Base Price includes (6) Classrooms A137, A139, A143, A144, A145 and A147
3. Surfaces include Walls/Electrical Chases and Door Frames only
4. Color: Custom Match from 2024 color scheme to Classrooms.
5. Project to be conducted during summer break
6. **Costars Member - Vendor #556387 / Contract #008-E23-1223**

INCLUDES AND EXCLUDES

INCLUDES:

Price includes Paint, Labor and Material

EXCLUDES:

- Any room not specifically listed in the proposal
- Any surface not specifically listed in the proposal

SURFACE PREPARATION

- Prime bare and new work
- Scuff sand and smooth walls
- Scuff sand trim
- Seal stains

This default is empty.

SET-UP

CUSTOMER TO:

CERTAPRO WILL COVER & PROTECT
Fixtures , Floors , Furniture , Surfaces not to be painted

Allow clear access to work areas , Empty Cabinets , Empty Closets , Remove all paintings, pictures and wall decorations , Remove small and fragile objects , Remove wall mounted electronics

CERTAPRO WILL
Maintain clean work area , Move furniture as required , Remove and return switch plates and outlet covers

This default is empty.

CLEAN UP

Daily: Ladders are taken down and stored in a designated area along with all other tools and supplies. All debris will be swept and removed from the property or deposited in the appropriate trash receptacle according to the customer's preference. Upon Completion: All tools, supplies & equipment will be removed from the property.

PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
Included Details			
Classrooms	SuperPaint-Acrylic Latex-Satin	2 / 0	Custom Match from 2024 Color Scheme

Includes Classrooms A137, A139, A143, A144, A145 and 147. Surfaces include Walls/Electrical Chases around the perimeter of Rooms, (6) Door Frame sides.
Job scope

- Prep walls (fill cracks/holes, scuff sand to promote paint adhesion, spot prime bare surfaces).
- Apply 2 full coats of Sherwin Williams Premium Interior Latex finish in Satin sheen and **Pro Industrial Alkyd Urethane in Semi-Gloss Sheen to Door Frames.**
- Color: "Custom Match to Walls and "In the Navy" SW9178 to Door Frames.

NOTES

Thank you for allowing CertaPro the opportunity to provide you with a Proposal for your Project. We will communicate with you on a daily basis to update you on the progress of the project. Our goal from start to finish is to provide you with an "Excellent Painting Experience."

PLEASE CAREFULLY REVIEW ALL OF THE ITEMS, AREAS AND COMPONENTS THAT ARE INCLUDED AS WELL AS THOSE THAT ARE EXCLUDED TO ENSURE THAT THERE IS NO MISUNDERSTANDINGS AS TO THE SCOPE OF THE PROJECT. ANY ITEMS, AREAS, AND COMPONENTS NOT SPECIFICALLY INCLUDED ARE EXCLUDED.

This Proposal is for an Interior Painting Project. During your project you will be assigned a Job Site Supervisor (JSS). The JSS is on site to paint, run the painting crew and to be available to address any of your concerns throughout the project. Certapro will also provide a Project Manager to supervise and insure the project is being handled as promised and proceeding on schedule to your satisfaction.

The number of coats of paint are noted on the proposal and additional coats will be an additonal charge.
At the end of the project we will fully clean up and then do a final walk through with you to inspect the work performed if you are available when the crew has finished their work and if necessary finish the final touch ups. CertaPro Painters at the end of your project is hoping to receive an excellent review from you when you evaluate our work. Through this rating we hope to earn the privilege of doing additional work and for you to recommend us to other businessmen, your family, friends and neighbors.

CertaPro complies with all local, state and federal laws; including but not limited to the EPA Lead-Safe program. If you suspect lead please notify us immediately. Paint is included in the cost of the project.

CUSTOMER SERVICE COMMITMENT: The goal for this job is to provide the best customer experience possible. This is accomplished by being friendly and courteous, by making the client feel part of the process with daily updates and excellent communication, by doing things right the first time, and by respecting your property and your home. We recognize that we are guests.

WARRANTY ON ALL WORK: We warranty all our work for 2 years against blistering and peeling. This is not just a "handshake" warranty. This is a legal document; please see back of proposal for details. ***Please note that water damage and nail pops are structural issues, and are not painting related warranty issues***.
CertaPro Painters would be honored to be awarded your painting project!

This offer is valid for 60 days.
I wanted all of the paragraphs when ending to skip a line and yes there are certain areas that I wanted to have blue text. I am also having a problem with the choices on the exclusion section are not printing up on our proposals despite them being entered on the defaults. The exclusion choices also do not have boxes that you could check but the exclusions that I do have entered are not printing on the proposal.

ADDITIONAL NOTES

ACCENT WALLS:
If a customer decides to add an accent wall anytime after receipt of this proposal, an extra fee of $150 per Accent Wall will be added to the pretax total, due to the additional labor and materials required.
3rd COAT OF PAINT:
There are certain paint colors (especially bold deep colors) that require more than two (2) coats of paint to achieve proper hiding. At the time of the estimate CertaPro Painters does not know what customer's final color choice will be, therefore, should customer select one of these hard to cover colors CertaPro Painters reserves the right to amend the proposal for the additional labor and materials.
PAYMENT METHODS:
We accept checks,
If paying with check please provide check made out to CertaPro Painters to the Job Site Supervisor assigned to your project.
PAYMENT TERMS:
A deposit may be requested to cover material costs approximately 40% due by the start of the project. The balance or payment in full is due upon completion of the project.

SIGNATURES



01/16/2025

CertaPro Painters Authorized Signature — Date

June 9, 2025

Authorized Client Signature — Date

Lindsay K. Drew, President. School Board

Authorized Client Representative Name & Title

Derry Township School District

Client

PROPERTY PHOTO AND VIDEO RELEASE

☑ By checking this box, I consent to CertaPro and its agents taking photographs and videos of the property identified in the Proposal and using that content for marketing and advertising purposes. I represent that I have authority to grant this consent, either on my own behalf or on behalf of the property owner.

PAYMENT DETAILS

Payment is due: In full upon job completion

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller **Mike Dillon**

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

_____

(Buyer's Signature) (Date)

LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
    - mill-glazing from smooth cedar
    - ordinary wear and tear.
    - abnormal use or misuse.
    - peeling of layers of paint existing prior to the work performed by the Contractor.
    - structural defects.
    - settling or movement.
    - moisture content of the substrate.
    - abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
    - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.

CertaPro Painters®
BUSINESS & COMMERCIAL SERVICES

Mike Dillon
3438 Trindle Road, Suite 208
Camp Hill, PA 17011
(717) 761-2248

http://Harrisburg.certapro.com
License: PA020185 1-888-520-6680
Contractor License: PA020185 1-888-520-6680

COMMERCIAL INTERIOR
Proposal #: Interior Proposal - Hershey Middle School G-Wing Hall
Job #: JOB-1416-2222
Date 12/18/2024

SHERWIN WILLIAMS.
We proudly feature Sherwin-Williams paints and stains.

JOB SITE

Hershey Middle School - G-Wing Hall
500 Homestead Road
Hershey, PA 17033
(717) 534-2501
jfready@hershey.k12.pa.us

PREPARED BY

David Houck
Commercial Sales Associate
717-805-0784
dhouck@certapro.com

CLIENT

Hershey Middle School
500 Homestead Road
Hershey, PA 17033
(717) 531-2202
jfready@hershey.k12.pa.us

CLIENT CONTACTS

John Fready
W: (717) 534-2501
M: (717) 531-2202
E: jfready@hershey.k12.pa.us

PRICING:

Base Price:	$11,319.00
Subtotal:	**$11,319.00**
Previous Customer Discount	-$565.95
Total:	**$10,753.05**
Deposits Due	$4,301.22
Balance	**$6,451.83**

GENERAL SCOPE OF WORK

1. Base = Interior Painting to G-Wing Hall
2. Surfaces include: Walls, Doors/Frames.
3. Colors: To Match Existing
4. Project start targeted for Summer Break 2025
5. **Costars Member - Vendor #556387 / Contract #008-E23-1223**

INCLUDES AND EXCLUDES

INCLUDES:

Price includes Paint, Labor and Material

EXCLUDES:

- Any room not specifically listed in the proposal
- Any surface not specifically listed in the proposal

SURFACE PREPARATION

- Fill gaps and holes in woodwork
- Prime bare and new work
- Scuff sand and smooth walls
- Scuff sand trim
- Seal stains

This default is empty.

SET-UP

CUSTOMER TO:

Allow clear access to work areas , Remove all paintings, pictures and wall decorations , Remove small and fragile objects , Remove wall mounted

CERTAPRO WILL COVER & PROTECT

Fixtures , Floors , Furniture , Surfaces not to be painted

electronics , Empty Closets

CERTAPRO WILL

Maintain clean work area , Move furniture as required , Remove and return switch plates and outlet covers

This default is empty.

CLEAN UP

Daily: Ladders are taken down and stored in a designated area along with all other tools and supplies. All debris will be swept and removed from the property or deposited in the appropriate trash receptacle according to the customer's preference. Upon Completion: All tools, supplies & equipment will be removed from the property.

PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
Included Details			
Doors/Frames	Pro Industrial Acrylic Urethane-Enamel-Semi-Gloss	2 / 0	To Match Existing

Includes (17) Door sides and (24) Frame Sides.

Job Scope

- Prep - Cover to protect surfaces that will not be painted. Caulk around Frames as required. Spot Prime bare surfaces. Scuff sand to promote paint adhesion.
- Application Process - Brush/Roll. Apply 2 full coats of Sherwin Williams Premium Interior Acrylic Urethane to specified surfaces. Color: To Match Existing

Walls	SuperPaint-Acrylic Latex-Satin	2 / 0	To Match Existing

Includes G-Wing Hall from G-21 to Boiler.

Job Scope

- Prep - Cover to protect surfaces that will not be painted. Spot Prime bare surfaces. Scuff sand to promote paint adhesion.
- Application Process - Brush/Roll. Apply 2 full coats of Sherwin Williams Premium Interior Latex to specified surfaces. Color: To Match Existing

NOTES

Thank you for allowing CertaPro the opportunity to provide you with a Proposal for your Project. We will communicate with you on a daily basis to update you on the progress of the project. Our goal from start to finish is to provide you with an "Excellent Painting Experience."

PLEASE CAREFULLY REVIEW ALL OF THE ITEMS, AREAS AND COMPONENTS THAT ARE INCLUDED AS WELL AS THOSE THAT ARE EXCLUDED TO ENSURE THAT THERE IS NO MISUNDERSTANDINGS AS TO THE SCOPE OF THE PROJECT. ANY ITEMS, AREAS, AND COMPONENTS NOT SPECIFICALLY INCLUDED ARE EXCLUDED.

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The number of coats of paint are noted on the proposal and additional coats will be an additonal charge.
At the end of the project we will fully clean up and then do a final walk through with you to inspect the work performed if you are available when the crew has finished their work and if necessary finish the final touch ups. CertaPro Painters at the end of your project is hoping to receive an excellent review from you when you evaluate our work. Through this rating we hope to earn the privilege of doing additional work and for you to recommend us to other businessmen, your family, friends and neighbors.

CertaPro complies with all local, state and federal laws; including but not limited to the EPA Lead-Safe program. If you suspect lead please notify us immediately. Paint is included in the cost of the project.

CUSTOMER SERVICE COMMITMENT: The goal for this job is to provide the best customer experience possible. This is accomplished by being friendly and courteous, by making the client feel part of the process with daily updates and excellent communication, by doing things right the first time, and by respecting your property and your home. We recognize that we are guests.

WARRANTY ON ALL WORK: We warranty all our work for 2 years against blistering and peeling. This is not just a "handshake" warranty. This is a legal document; please see back of proposal for details. ***Please note that water damage and nail pops are structural issues, and are not painting related warranty issues***.
CertaPro Painters would be honored to be awarded your painting project!

This offer is valid for 60 days.

I wanted all of the paragraphs when ending to skip a line and yes there are certain areas that I wanted to have blue text. I am also having a problem with the choices on the exclusion section are not printing up on our proposals despite them being entered on the defaults. The exclusion choices also do not have boxes that you could check but the exclusions that I do have entered are not printing on the proposal.

ADDITIONAL NOTES

ACCENT WALLS:
If a customer decides to add an accent wall anytime after receipt of this proposal, an extra fee of $150 per Accent Wall will be added to the pretax total, due to the additional labor and materials required.
3rd COAT OF PAINT:
There are certain paint colors (especially bold deep colors) that require more than two (2) coats of paint to achieve proper hiding. At the time of the estimate CertaPro Painters does not know what customer's final color choice will be, therefore, should customer select one of these hard to cover colors CertaPro Painters reserves the right to amend the proposal for the additional labor and materials.
PAYMENT METHODS:
We accept checks,
If paying with check please provide check made out to CertaPro Painters to the Job Site Supervisor assigned to your project.
PAYMENT TERMS:
A deposit may be requested to cover material costs approximately 40% due by the start of the project. The balance or payment in full is due upon completion of the project.

SIGNATURES



12/18/2024

CertaPro Painters Authorized Signature — Date



June 9, 2025

Authorized Client Signature — Date

Lindsay K. Drew, President, School Board

Authorized Client Representative Name & Title

Derry Township School District

Client

PROPERTY PHOTO AND VIDEO RELEASE

☑ By checking this box, I consent to CertaPro and its agents taking photographs and videos of the property identified in the Proposal and using that content for marketing and advertising purposes. I represent that I have authority to grant this consent, either on my own behalf or on behalf of the property owner.

PAYMENT DETAILS

Payment is due: In full upon job completion

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY

GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller **Mike Dillon**

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature) (Date)

LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
    - mill-glazing from smooth cedar
    - ordinary wear and tear.
    - abnormal use or misuse.
    - peeling of layers of paint existing prior to the work performed by the Contractor.
    - structural defects.
    - settling or movement.
    - moisture content of the substrate.
    - abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
    - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.

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Cleveland Brothers Equipment Company, Inc.
Engine Monitor Service Agreement

Customer/Owner: **Derry Township Schools**
Billing Address: **P.O. Box 898**
Hershey, PA 17033

Contact: **John Fready**

Phone Number: **Ph: 717-659-1575 jfready@hershey.k12.pa.us**

Within the scope of this agreement, Cleveland Brothers Equipment Company, Inc., (CBEC) agrees to perform Preventive Maintenance Service and provide necessary materials as defined in Appendix A of this agreement, entitled "Cleveland Brothers Inspection and Preventive Maintenance Checklist." The services and materials will provide the customer with assurance that the standby equipment has been properly serviced according to the factory recommendations, and that barring interim component malfunction, the equipment will function properly, according to its designed purpose.

The terms of this agreement shall extend for a period of (1,2 or 3) years beginning **July 2025** and shall include (2) Service visits per unit within the specified year period during the month(s) of January 2026 (PM Service) and July 2025 (PM Inspection).

The standby unit(s) included within the scope of this agreement are:

Make / Model	Serial Number	Location
Olympian/200 KW	**2018294**	**High School**
Cat / C6.6	**N6D03218**	**Middle School**
Onan/ 80 KW	**G890256649**	**Elementary School**
Olympian/ 90 KW	**NPS00328**	**ECC**
Detroit / 50 KW	**2085955**	**Admin Building**
Generac / 100 KW	**2065015**	**Med. Center**

This agreement provides routine Preventive Maintenance only, as described in Appendix A of this agreement. Emergency services or any other work, parts, or materials required, but not part of this agreement, is the responsibility of **Derry Township Schools** (Owner), who may have such work performed by CBEC, by issuing a purchase order for parts and labor at CBEC standard service rates prevailing at the time of the work performed.

Upon completion of each service call the customer will receive a written report detailing the condition of this equipment, as well as recommendations for any corrective action required. CBEC can provide written proposals for any such repairs for the customer's consideration, if necessary. No additional service or repairs will be provided without the customer's advance consent.

Derry Township Schools (Owner), by its duly authorized representatives, hereby authorize CBEC, Inc to enter the facility at any reasonable time, according to the arranged schedule for the purpose of servicing and maintaining the equipment covered herein.

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It is agreed that CBEC, Inc., will not be responsible for any direct or consequential damage, unless such damage is due to negligence on the part of CBEC, Inc. During the course of service for each unit, all equipment being serviced will be locked out as per OSHA requirements, and therefore rendered temporarily inoperative. In the event that this equipment is needed in an emergency, CBEC will use all reasonable means available to return the equipment to operation as quickly as possible. In the event that such circumstances should arise, CBEC will not be responsible for any damage or losses resulting from the equipment being unavailable for use.

Further, it is agreed that upon completion of all services, the customer is responsible for assuring that all service work has been completed to the customer's satisfaction, and that the equipment has been left in a condition that will allow it to function on demand, in particular that start controls are in the "Automatic" or "Remote Start" position, and that the Generator Circuit Breaker is in the "Closed" position.

All invoices submitted to the owners by CBEC will be paid within thirty (30) days of receipt. In the event of the failure of the owner to pay such bills within thirty (30) days, CBEC shall have the right to terminate this agreement, without further responsibility or obligation on the part of CBEC. In the event that CBEC must employ an attorney to collect any delinquent payments from the owner, the owner agrees to pay, in addition to all amounts due, reasonable legal fees and other costs of collection.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by its duly authorized representatives on the day and year above written.

Contract for Derry Township School

2025-2026

Make / Model	Inspection	PM2 Service
Olympian/200 KW	$253.00	$1,118.00
Cat / C6.6	$253.00	$865.00
Onan/ 80 KW	$253.00	$671.00
Olympian/ 90 KW	$253.00	$794.00
Detroit / 50 KW	$253.00	$563.00
Generac / 100 KW	$253.00	$706.00
Total	**$1,518.00**	**$4,717.00**

2026-2027

Make / Model	Inspection	PM2 Service
Olympian/200 KW	$263.00	$1,163.00
Cat / C6.6	$263.00	$899.00
Onan/ 80 KW	$263.00	$698.00
Olympian/ 90 KW	$263.00	$826.00
Detroit / 50 KW	$263.00	$586.00
Generac / 100 KW	$263.00	$734.00
Total	**$1,578.00**	**$4,906.00**

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2027-2028 Make / Model	Inspection	PM2 Service
Olympian/200 KW	$274.00	$1,210.00
Cat / C6.6	$274.00	$900.00
Onan/ 80 KW	$274.00	$698.00
Olympian/ 90 KW	$274.00	$826.00
Detroit / 50 KW	$274.00	$586.00
Generac / 100 KW	$274.00	$734.00
Total	**$1,644.00**	**$4,954.00**

PM2 Total 2025-26: $4,717.00 _____ (check if accepted)
Inspection total 2025-26: $1,518.00 ___(check if accepted)

PM2 Total 2026-27: $4,906.00 ___(check if accepted)
Inspection Total 2026-27: $1,578.00 ____(check if accepted)

PM2 Total 2027-28: $$4,954.00 ____(check if accepted)
Inspection Total : $1,644.00 ____(check if accepted)

_____ June 9, 2025
Customer/Owner Representative *Date* *PO#*

_____ December 5, 2024
Dustin Hoffman *Date*
Parts and Service Sales Representative – CBE Power Systems

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Appendix A

Cleveland Brothers Equipment Company, Inc.

Inspection and Preventive Maintenance Checklist

Preventive Maintenance Services shall consist of the following:

- Replacement of Engine Oil and Oil Filters.
- Replacement of Engine Fuel Filters (if applicable).
- Replacement of Coolant System Filters (if applicable).
- Legal Removal and Disposal of Waste Oil and Used Filters.
- Lubrication of Grease Points: Fan Drive, Generator Bearing, Governor Linkage.
- Inspection of Air Cleaner Element(s) and Restriction Indicator.
- Laboratory Analysis of Oil and Coolant Samples.
- Coolant Level Check and Adjust (up to 2 gallons).
- On-site measurement of Glycol and SCA Concentration.
- Check of Jacket Water Heater Operation.
- Load Test and Specific Gravity Test of Starting Batteries (Lead Acid).
- Cleaning of Battery Terminals / Application of Corrosion Inhibitor (Lead Acid).
- Measurement of Battery Voltage During Cranking.
- Measurement of Alternator Output, in Volts DC.
- Check of Battery Charger Operation.
- Test Operation of Generator Starting Controls.
- Test Operation of Engine / Generator Protection and Alarm Systems.
- Visual Inspection of Engine / Generator Set Components.
- Check of Generator Air Gap, Inspection of Rotor and Stator.
- Inspection of Slip Rings and Brushes, or Exciter, whichever applies.
- Inspection of Generator Connections and Line Circuit Breaker.
- Measurement of AC Voltage and Frequency, adjustment as needed.
- Calibration of Analog Type Voltage and Frequency Meters.
- Check of Terminal Connections in Control Panel, Voltage Regulator, etc.
- Check of Remote Annunciator operation, if so equipped.
- Visual Inspection of Automatic Transfer Switch(es).
- Inspection of Fuel Day Tank System, if so equipped.
- Combustible Gas Leak Test of Fuel Lines for Natural Gas and LP Engines.
- No-Load Operational Test of Engine.

Preventive Maintenance Inspections shall consist of the items listed above, *with the exception of Oil and Filter replacement and Laboratory Analysis of Oil and Coolant Samples.*

Fuel sampling is now included in the PM Service price.

This is the standard Preventive Maintenance Program for Standby Generators and Industrial Engines. This program can be amended to suite specific requirements of individual equipment. Any such amendments shall be agreed upon in advance and documented in writing as Appendix B of this Preventive Maintenance Agreement.

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Appendix B

Cleveland Brothers Equipment Company, Inc.
Amendments to Preventive Maintenance Agreement.

If is agreed by both parties (the undersigned) to make the following amendment(s) to "Cleveland Brothers Inspection and Preventive Maintenance Checklist" (Appendix A):

I. Additions to Appendix A:

1. N/A
2.
3.
4.
5.
6.
7.
8.
9.
10.

II. Items to be Deleted from Appendix A:

1. N/A
2.
3.
4.
5.
6.
7.
8.
9.
10.

June 9, 2025
Customer's Representative Date

December 5, 2024
CBEC, Inc. Service Representative Date

Cleveland Brothers Equipment Co.
336 Fairville Avenue
Harrisburg, PA 17112
Phone:800-538-1020

Docusign Envelope ID: B45A9140-4922-48EB-A41F-7E774F36761C

Cleveland Brothers CAT

Derry Township Schools
P.O. Box 898
Hershey, PA 17033

Services offered by Cleveland Brothers

- *24-hour emergency service on all makes and models of generators, transfer switches, associated equipment and switchgear*
- *We strive to maintain under four hours of response time to your facility.*
- *Customer service agreements are available, tailored to your specific needs for all make and models of generators and transfer switches.*
- *Install, setup and test rental generators (10KW to 2000 KW available)*
- *Install, setup and test rental transfer switches.*
- *Load Bank testing/megger testing to keep your equipment in top shape.*

Contact information.

For 24-hour emergency service – call.1-800-538-1020. If after hours the answering service will get the technician on call, and you will receive a call back within 30 minutes.

Key contacts:

Inside Sales	Shelley Coble	717-350-6774 (mobile)
Service Supervisor	Lance Aucker	717-635-7266 (Office)
Contracts/Billing	Chris Robinson	717-526-2121 (office)

If you have any questions or if you need any further information, feel free to contact call my cell (717)-418-2583.

Sincerely,
Dustin Hoffman
Parts and Service Sales Representative
dhoffman@clevelandbrothers.com

Prepared by
Shelley Coble
Inside Sales Representative
scoble@clevelandbrothers.com

iu13
An Education Service Agency

Business Services

ELECTRICITY PROCUREMENT PROGRAM
PARTICIPATION AGREEMENT

July 1, 2026-June 30, 2029

The Derry Township School District will participate in the collaborative procurement effort to purchase electricity being offered through the Lancaster-Lebanon Intermediate Unit 13 (IU13), beginning on July 1, 2026 and ending on June 30, 2029.

Responsibilities of participating entity:

1. Promptly complies with all reasonable requests for information to IU13 and program vendor by established deadlines.
2. Supports the procurement decision of the appointed program buyer, and / or Advisory Team.
3. Contracts with and procures electricity supply directly from program vendor.
4. Pays IU13 fee through electricity supply invoices received from program vendor.
5. Abides by the program terms and conditions.
6. Forwards concerns or issues regarding the program to IU13 Collaborative Services.

Responsibilities of IU13:

1. Provides oversight and overall management of the program.
2. Participates with the Advisory Team as a decision maker / buyer for group procurement decisions.
3. Ensures program vendor's compliance with agreement terms and conditions.
4. Negotiates addendums or extensions to the agreement.
5. Verifies price adjustments are per agreement terms and contain the appropriate documentation.
6. Routinely meets with program vendor to ensure an ongoing customer / supplier partnership.
7. Provides appropriate customer service to participating entities.
8. Provides program updates and benchmarked results to clients.

In the event that financial penalties, such as legal costs, excess charges to other members, etc., are incurred as a result of my district's actions that are contrary to these responsibilities, my district will be responsible for payment of such penalties.

Name (Signature) _____ Date June 23, 2025

Direct Energy Business

Direct Energy Business, LLC
1001 Liberty Avenue Pittsburgh, PA 15222
1.888.925.9115
www.directenergy.com

Date: May 22, 2025
Product Code:
PJM_Port_FA_XLCAPTRANRMR_PA
Contract ID: 8796466

CUSTOMER INFORMATION

Customer Name: Derry Township School District	**Billing Contact:** Krista Dickerson
Contact Name: John Fready	**3rd Party Bill Pay:**
Address: 650 Clearwater Road, Hershey, PA, 17033	**Billing Address:** 30 E. Granada Avenue, Hershey, PA 17033
Telephone: 717-531-2022	**Telephone:** 717-534-3501 ext.3220
Fax:	**Fax:** 717-533-4357
Email: jfready@hershey.k12.pa.us	**Email:** ap@hershey.k12.pa.us

ELECTRICITY TRANSACTION CONFIRMATION - Pennsylvania PowerPortfolio Fixed Adder excluding Losses, Capacity, Transmission and RMR

This Transaction Confirmation confirms the terms of the Electricity Transaction entered into between Direct Energy Business, LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement dated April 30, 2019, as may be amended (the "CMA"). All attachments and exhibits hereto, including any request for a Forward Purchase or a PowerPortfolio Transaction Report, are made a part of and incorporated into this Transaction Confirmation. The Purchase Price excludes Utility transmission and distribution charges and Taxes that are or may be the responsibility of Customer. Customer's execution and submission of this Transaction Confirmation, including Exhibit A hereto, to Seller shall constitute an offer from Customer to Seller to purchase the Commodity on the terms set forth in the CMA This Transaction Confirmation shall become effective only upon (i) execution by Customer of this Transaction Confirmation, including Exhibit A, and CMA; and (ii) the earlier of (a) execution of the CMA and this Transaction Confirmation by Seller or (b) written confirmation by Seller of its acceptance of the Transaction Confirmation to Customer.

DELIVERY PERIOD

For each Service Location, the first meter read date will be on or after: May 30, 2026, and will continue for a term of 36 Months. Notwithstanding the foregoing, the Delivery Period will extend through the meter read date following the expiration of any Forward Purchase as confirmed by a PowerPortfolio Transaction Report. Seller will request the Utility to enroll Customer on the first meter read date in the first month of the Delivery Period as defined by the Utility. The service start date hereunder will be the date that the Utility enrolls Customer for Seller's services. Seller shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Utility.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then market-based price for similar quantities of Commodity at the Delivery Point, including all Taxes, costs, charges or fees which are set forth herein, unless otherwise agreed to in writing by the Parties.

DELIVERY POINT

The Delivery Point shall be the point(s) where Commodity is delivered to the Utility. The Utility is specified on Exhibit A.

BILL TYPE - DUAL

CONTRACT QUANTITY

Customer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed on Exhibit A. The section of the CMA regarding material deviation shall only apply to those pricing components below marked as "Included", if any.

PURCHASE PRICE

The Purchase Price per kWh to be paid by Buyer for the services provided hereunder during the Delivery Period of this Agreement shall be that set forth on Exhibit A. The Purchase Price includes a Services Fee, as well as the components marked below as "Included". For those components marked "Pass through", they will be passed through to you at cost and shown as a line item on your bill.

PJM	Value
Energy	Pass Through
Ancillaries	Included
Auction Revenue Rights (ARR)	Included
Capacity	Pass Through
Losses	Utility Defined Loss Factor Pass Through
Marginal Loss Credits	Included
Reliability Must Run	Pass Through
RPS	Included
Transmission	Pass Through
Applicable Taxes	Pass Through

DEFINITIONS

Ancillaries: Wholesale commodity services and products required to facilitate delivery of Commodity to the Utility.

Auction Revenue Rights (ARR): Entitlements allocated annually to Fixed Transmission Service Customers that entitle the holder to receive an allocation of the revenues from the Annual FTR Auction.

Block Purchase: Purchasing an amount of Electricity from Seller in an amount no less than 300kW, which may be increased in increments of 100kW, for a minimum term of one (1) calendar month. Block Purchase(s) may include a Services Fee.

Capacity: The Capacity obligations met through the provisions of the PJM Reliability Assurance Agreement (RAA).

Day-Ahead LMP Purchase: The purchase of a certain quantity of Commodity (per MWh(s)) on the day preceding the day in which the Energy (which includes the Commodity component) is to be delivered to the Delivery Point.

Exhibit A: The list of Service Locations attached to this Transaction Confirmation, which list specifies the Service Locations covered under the scope of this Transaction Confirmation for PowerPortfolio, Day-Ahead, Real-Time and other index products. For fixed price products, it refers to the pricing attachment to this Transaction Confirmation that sets forth (together with this Transaction Confirmation) the Purchase Price applicable to, and the Service Locations covered by, this Transaction Confirmation.

Exhibit B: A Forward Purchase Order Form which Customer may complete, execute, and submit to Seller to confirm their offer to Seller to make a Forward Purchase.

Forward Purchase: The purchase of a certain quantity of Commodity (power per MWh(s)) for a period of time greater than one day, which will be part of the Energy which is to be delivered to the Delivery Point.

Locational Marginal Price (LMP): The hourly integrated market clearing marginal price for Commodity at the location the Commodity is delivered or received as defined by the PJM RTO.

Marginal Loss Credit: A credit provided by certain RTOs as a result of an over-collection of funds for transmission and distribution losses.

Off-Peak: Monday through Sunday hours ending ("HE") 0100 through HE 0700 and HE 2400 and Saturday through Sunday HE 0800 through HE 2300. Off Peak also includes NERC Holidays HE 0100 through HE 2400. HE shall be at Eastern prevailing time.

On-Peak: Monday through Friday HE 0800 through HE 2300, excluding NERC Holidays. HE shall be at Eastern prevailing time.

PJM: The Pennsylvania New Jersey Maryland Interconnection, L.L.C.

PJM RTO: The PJM Interconnection Regional Transmission Organization.

PowerPortfolio Transaction Report: The written confirmation sent by Seller to confirm its acceptance of Customer's offer of a Forward Purchase.

Regional Transmission Expansion Plan (RTEP): PJM's Regional Transmission Expansion Plan identifies transmission system additions and improvements needed to keep electricity flowing to the millions of people throughout PJM's region.

Reliability Must Run (RMR): A unit that must run for operational or reliability reasons, regardless of economic considerations. Also called reliability agreement.

Renewable Portfolio Standard (RPS): A regulation that requires the increased production of energy from renewable energy sources.

Services Fee: The fee for the services provided by Seller to meet the Service Locations' load requirements, including any applicable broker fee, which is included in the Purchase Price to be paid by Buyer.

Transmission: The transportation of energy over high voltage wires from a generator to the Utility.

Utility Defined Loss Factor: Loss Factor as published in applicable utility tariff.

SPECIAL PROVISIONS

1.. Product Description: Seller will work with Buyer to develop an overall approach for Buyer's Commodity purchases ("Buying Strategy") that is mutually agreed upon by the Parties, based on the options given below. This Special Provision will outline the types of services that Seller provides as part of the PowerPortfolio Product, the Purchasing Options available to meet Buyer's Commodity requirements, the total cost of the Energy and services provided and the process by which Commodity purchases are to be effectuated.
A. Portfolio Purchasing Options: Seller will use the Purchasing Options below, as selected by Buyer, to meet Buyer's Commodity requirements at its Service Locations in accordance with the Buying Strategy:
1. Day-Ahead Locational Marginal Price ("Day-Ahead LMP") Purchase: The Day-Ahead LMP Purchase is the hourly integrated market clearing marginal prices for Commodity for the next operating day based on submitted demand bids and generation offers at the location of the Commodity is delivered or received. Day-Ahead LMP Purchases(s) are made in 0.1 megawatt ("MW") increments and are not permitted for Service Locations unless Buyer's forecasted usage for those Service Locations per Utility territory is equal to, or greater than, 0.1 MW.
2. Forward Purchase: During the Delivery Period of this Agreement, Buyer may purchase any amount of the Commodity component of its Energy requirements from Seller as a Forward Purchase. Buyer will request a Forward Purchase at least five (5) business days prior to Buyer's desired start date for such purchase. Forward Purchase(s) are no less than 300kW, in increments of 100kW, and is for a minimum term of one (1) calendar month and are not permitted for certain Service Locations unless Buyer's forecasted usage for those Service Locations per Utility territory is equal to, or greater than 300kW . In all events, Seller will make Forward Purchase amounts available to Buyer in a commercially reasonable timeframe following Buyer's request to effectuate a Forward Purchase. To initiate a Forward Purchase, Customer should complete and submit a Forward Purchase Order Form as set forth in Exhibit B or pursuant to an email transaction containing the required information set forth in Exhibit B and submit to Seller five business days prior to the desired start date. If Seller is able to fulfill the request, it will send Customer a PowerPortfolio Transaction Report. Seller will invoice Buyer, and Buyer will pay, for the entire quantity of any Block Purchase regardless of whether the entire amount is consumed, including but not limited to where Buyer begins or ends service with Seller within a month where a block is purchased. Buyer may not purchase a quantity of Commodity that is greater than Buyer's forecasted usage, as agreed to by Buyer and Seller.
3. If Buyer has not specifically selected a Day-Ahead LMP or Forward Purchase for any given day during the Delivery Period, Seller will purchase Commodity necessary to meet Buyer's Energy requirements for Buyer's forecasted usage on a Day-Ahead LMP basis as if Buyer and Seller had agreed upon such Day-Ahead LMP Purchase.
4. To the extent Buyer's Day-Ahead LMP and/or Forward Purchase(s) do not meet Buyer's hourly Commodity requirements, Seller will meet Buyer's remaining Commodity requirements with PJM Real-Time LMP. Buyer will pay Seller the associated Real-Time LMP for such additional Commodity purchase(s).
5. Seller will deliver all quantities of Energy made under Day-Ahead and/or Forward Purchase(s) into the PJM RTO regardless if they are actually consumed by Buyer. Although Buyer is obligated and shall pay Seller for the entire quantity of such Day-Ahead LMP and/or Forward Purchases, Seller will credit/debit Buyer for the dollar amount that Seller receives from the PJM RTO for such quantity(ies) of unconsumed Commodity. The dollar amount credited/debited to the Buyer for such unconsumed Commodity is derived from the PJM RTO's settlement of the unconsumed Commodity against the PJM RTO Real-Time LMP.
6. Purchasing Acknowledgement: Buyer acknowledges that under any Forward Purchase or Day-Ahead LMP Purchase selection, Buyer may not knowingly purchase or allow for the scheduling of a quantity of Commodity that is greater than Buyer's forecasted usage. In all cases all forecasts and Commodity purchases shall be, as reasonably determined by Buyer and Seller, in accordance with Buyer's full usage requirements.
7. Email Transactions: The Parties consent to the use of electronic agreements and to conduct Transactions and/or Forward Purchases via email and/or facsimile. Such electronic correspondence shall be deemed a "writing", by which the Parties intend to be bound, for purposes of satisfying any applicable state and federal legal requirements. The Parties agree that a typed name and title, including the use of an automated email signature block, in such writing(s) is the legal equivalent of such Party's representative's manual signature (an "E-signature"). The Parties agree that no certification of authority or other third-party verification shall be necessary to validate an E-signature and lack of such certification or third-party verification will not in any way affect the enforceability of a Party's E-signature. In all cases, the failure of Seller to send a PowerPortfolio Transaction Report or the failure of Buyer to acknowledge receipt of a PowerPortfolio Transaction Report shall not invalidate the Forward Purchase agreed to by the Parties. If there are any inconsistencies between this Transaction Confirmation and any finalized Forward Purchase, such inconsistencies will be resolved in favor of the latter for that applicable purchase.

2.. Change in Utility Account Numbers: The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations attached in the Exhibit A, or any replacement account number issued by the Utility from time to time.

3.. Third Party Charges: Customer acknowledges that any costs assessed by the Utility or any third party as a result of Customer's switch to or from Seller, including but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer.

4.. Billing and Payment: The following is hereby added to the Billing and Payment section of the CMA:
"Seller and Buyer agree upon the following condition regarding its non-interval monthly meter accounts, if any: Seller will deaggregate the Buyer's usage, based on Utility and ISO settlement protocols, and Buyer agrees to accept the results of this deaggregation as its hourly billing determinants. Where Buyer has interval meters, Seller will use the interval meter hourly usage for billing only to the extent that the hourly usage is used by the applicable Utility and ISO for settlement

purposes with Seller. In the event of an interval meter where the Utility and ISO do not use the hourly usage for settlements, Seller will deaggregate Buyer's usage, based on Utility and ISO settlement protocols, and Buyer agrees to accept the results of this deaggregation as its hourly billing determinants."

5.. Risk Acknowledgements: By selecting and executing this Transaction Confirmation, Buyer acknowledges that it is acting for its own account, and it has made its own independent decision to enter into this Agreement based solely upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of Seller or its affiliates (or its respective representatives) in any respect, and in particular, not as investment advice or as a recommendation to enter into any Agreement, it being understood that information and explanations related to the terms and conditions of any Agreement will not be considered investment advice or a recommendation to enter into the Agreement. Buyer understands and agrees that the energy market is a volatile market and that - except as to any agreed prices between the Parties described in this Agreement - no warranties (express or implied) and no guarantees regarding market movement or price trends are made by Seller or its affiliates in connection with this Agreement. No communication (written or oral) received from Seller or its affiliates (or their respective representatives) will be deemed to be an assurance or guarantee as to the expected results of any transaction elected by Buyer under this Agreement.

TAX EXEMPTION STATUS - If exempt, must attach certificate

In order to ensure accurate billing, tax status indication is required. Please check the appropriate status below:

[_] Non-Exempt

[_] Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

Buyer:	Derry Township School District	**Seller:**	**Direct Energy Business, LLC**
By:		By:	
Name:	Lindsay K. Drew	Name:	
Title:	President, School Board	Title:	
Date:	June 9, 2025	Date:	
		Contract ID:	8796466
		Internal ID:	00257651

DE Proprietary

EXHIBIT A PRICING ATTACHMENT
This Exhibit A is to the Transaction Confirmation dated May 22, 2025 between
DIRECT ENERGY BUSINESS LLC
and
Derry Township School District
for a term of 36 Months
Contract ID: 8796466
PJM_Port_FA_XLCAPTRANRMR_PA

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents/KWh)	Annual Historical Usage (kWh)
0071126013	30A E Granada Ave OFC (30A E Granada Ave OFC - SL - 0071126013 - PPL - 2)	PPL	GS3	PPL	58.6 / 69.8	06/04/2026	1.137	272,843
0720138009	0 Rt 322 and Homestead Road (0 Rt 322 and Homestead Road - SL - 0720138009 - PPL - Senior High School)	PPL	OP3	PPL	464.1 / 587.4	05/30/2026	1.137	2,629,704
0855725021	30A E Granada Ave, Bsmt (30A E Granada Ave, Bsmt - SL - 0855725021 - PPL - 3)	PPL	GS3	PPL	9.0 / 12.8	06/04/2026	1.137	48,147
1020138006	0 HOMESTEAD RD (0 HOMESTEAD RD - SL - 1020138006 - PPL - 2)	PPL	OP3	PPL	179.5 / 296.1	05/30/2026	1.137	1,223,856
1040138002	0 HOMESTEAD RD (0 HOMESTEAD RD - SL - 1040138002 - PPL - 3)	PPL	MG3	PPL	188.4 / 295.3	05/30/2026	1.137	1,371,293
1455939000	450R HOMESTEAD RD (450R HOMESTEAD RD - SL - 1455939000 - PPL - 4)	PPL	OP3	PPL	161.1 / 230.2	05/30/2026	1.137	938,662
1523089000	0 E AREBA AVE (0 E AREBA AVE - SL - 1523089000 - PPL - 5)	PPL	GS1	PPL	34.8 / 36.2	06/04/2026	1.137	135,420
1615980018	30 East Granada Ave (30 East Granada Ave - SL - 1615980018 - PPL - 0 Rt 322 and Homestead Road - SL -)	PPL	GS3	PPL	3.0 / 3.2	06/04/2026	1.137	23,330
1844090009	0 HOMESTEAD RD (0 HOMESTEAD RD - SL - 1844090009 - PPL - 6)	PPL	GS1	PPL	4.3 / 1.2	06/05/2026	1.137	25,617
3543554000	E AREBA AVE CLUB HSE-RR (E AREBA AVE CLUB HSE-RR - SL - 3543554000 - PPL - 1)	PPL	GS1	PPL	1.2 / 0.9	06/04/2026	1.137	9,409
3703090021	30B E Granada Ave (30B E Granada Ave - SL - 3703090021 - PPL - Derry Township School District)	PPL	GS3	PPL	81.8 / 82.3	06/04/2026	1.137	483,860
3723090054	30 E Granada Ave (Derry Township School District - 3723090054)	PPL	GS3	PPL	62.1 / 53.7	06/04/2026	1.137	178,628
5782091002	0 TENNIS CTS (0 TENNIS CTS - SL - 5782091002 - PPL - 7)	PPL	GS1	PPL	0.0 / 0.0	06/03/2026	1.137	376
8575078025	650 CLEARWATER RD OTHR (650 CLEARWATER RD OTHR - SL - 8575078025 - PPL - 8)	PPL	GS1	PPL	4.6 / 6.1	06/20/2026	1.137	27,338

Total Annual Usage: 7,368,483

*The Estimated Meter Read Start Date is merely an approximation based upon Seller's best estimation as to when the service will begin and may not reflect the actual start date. Seller shall not be liable for any lost savings or lost opportunity relating to this estimation.

Monthly Contract Quantity

KWh	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2026					40,771	635,022	718,486	694,482	710,739	613,536	525,662	535,813
2027	539,873	496,413	551,613	589,846	727,415	647,408	699,694	706,308	710,739	601,722	534,652	541,267

2028	546,568	516,570	551,613	565,449	757,135	647,408	690,299	718,135	696,923	613,536	534,652	524,904
2029	553,264	496,413	542,098	577,647	693,271	8,474						

*Usage values in the above table represent the aggregated Usage for all Service Locations for a month. Material Usage Deviation includes for the purposes of this Exhibit A, any deviation caused by net metering or other Buyer initiated energy efficiency measures.

This Exhibit is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price null and void.

Term of Months: **36 Months**
Meter Read Start Date: **May, 2026**

[_] Please aggregate my account onto one invoice
(If more than 50 accounts are to be aggregated, accounts will be separated by meter read date)

Accepted and Agreed to:

By: _____ Date: June 9, 2025

FORTRA

Dear Valued Customer,

We're happy to announce that we've rebranded and implemented a corporate name change! Meet Fortra, the new face of HelpSystems.

How This Impacts You

Please note that this name change does not impact your contract or service delivery in any manner. Other than certain invoicing and payment adjustments as provided below, contacts and communications with us concerning your services will remain the same.

We are also changing our bank accounts for payment. To help your accounts payable team with this transition, we have included the relevant details below regarding the new payment process and contact points.

New Payment Details

The account for payment has changed to the following:

ACH or WIRE:	**SEND CHECKS TO:**
ACH Routing #: 124001545 (UT) Wire Routing #: 021000021 Account #: 895537857 SWIFT ID: CHASUS33 Bank: J.P.Morgan City & State: New York, New York Email Remittances: FortraLLC.eremit@jpmchase.com and accountsreceivable@fortra.com	Domestic (US) Checks Only: Fortra, LLC P.O. Box 735324 Chicago, IL 60673-5324

Updated W-9:

https://community.fortra.com/forms/W9.pdf

Supplier Setup

If you need us to complete a supplier setup form as part of this change, please send the form to collections@fortra.com. The team will return the completed form to you as soon as possible.

Remittance Advice

Going forward, you can send all remittance advices to accountsreceivable@fortra.com.

Contact for Questions

If you have questions about invoice details, payments, or processes, please direct them to our Customer Operations Team at collections@fortra.com.

Thank you,

The Fortra Finance Team

About Fortra

FORTRA

-DO NOT PAY - QUOTE

Fortra, LLC
11095 Viking Drive, Suite 100
Eden Prairie, MN 55344
United States

Tax ID: 30-0290533
Phone: +1 952-933-0609
www.fortra.com

Fortra is a cybersecurity company like no other. We're creating a simpler, stronger future for our customers. Our trusted experts and portfolio of integrated, scalable solutions bring balance and control to organizations around the world. We're the positive changemakers and your relentless ally to provide peace of mind through every step of your cybersecurity journey.

This quote, including all related pricing, EXPIRES on 3-Jul-25

Contact: Debby Stelter	Phone: +1 (641) 428-0414	Email: debby.stelter@fortra.com

FORTRA

-DO NOT PAY - QUOTE

Fortra, LLC
11095 Viking Drive, Suite 100
Eden Prairie, MN 55344
United States

Tax ID: 30-0290533
Phone: +1 952-933-0609
www.fortra.com

Date: 3-Apr-25	Account: Derry Township School District (00032338)	Quote #: Q-0000449876	Net Terms: 30 Days	Expiration Date: 3-Jul-25

Shipping Info

Name: Philip Ayala
Company: Derry Township School District
Address: 30 E Granada Avenue
PO Box 898
Hershey
Pennsylvania 17033
United States
Phone: 717 534 2501
Email: payala@hershey.k12.pa.us

Billing Info

Name: Philip Ayala
Company: Derry Township School District
Address: 30 E Granada Avenue
PO Box 898
Hershey
Pennsylvania 17033
Phone: 717 534 2501
Email: payala@hershey.k12.pa.us

Description				Amount
Hardware ID: M-AC:87:A3:34:5E:03 System Type:				
Renewal Maintenance				
Product	Qty	Start Date	End Date	
InterMapper Server - 500 Devices	1	1-Jul-25	30-Jun-26	1,152.14
RemoteAccess - Pooled	100	1-Jul-25	30-Jun-26	0.00
			Subtotal	1,152.14
			Tax	Calculation pending
			Total	1,152.14
			Currency: USD	

This Quote is subject to the terms and conditions set forth in the Fortra Master Solutions Agreement and applicable Solution Specific Schedule(s) located at www.fortra.com/legal

Board approved 6/9/25
Michele Agee, Board Secretary

This quote, including all related pricing, EXPIRES on 3-Jul-25

Contact: Debby Stelter	Phone: +1 (641) 428-0414	Email: debby.stelter@fortra.com

From | **Full Blast Pressure Washing**
213 Kutz Road
Carlisle PA 17015
717-961-5477
www.fullblastpressurewashing.com
Cleaner - Brighter - Better

Quote No. | **2018673**
Type | Unknown
Prepared By | Josh Mixell
Created On | 04/04/2025

Quote For | **Derry Township School Dist.**
DTSD - Early Childhood Center
450 Homestead Road
Hershey PA 17033
(717) 531-2211

Services to be completed

Commercial Building Pressure Washing
Soft wash area circled on map. Include all stucco, brick and underside of walkway canopy. Be cautious of any electrical devices.

Cleaning
Professionally clean exterior of windows in area circled on map after power washing is completed.

Code	Parts, Labor, and Items	Quantity	Unit Price	Total
CBW	Wash exterior of commercial building using commercial grade detergents to lift dirt & kill algae.	1	$250.00	$250.00
SUB-W	Squeegee clean windows after pressure washing is completed.	1	$310.00	$310.00
TBLR	Towable boom lift rental	1	$280.00	$280.00
			GRAND TOTAL	**$840.00**

Terms and Conditions

Full Blast is not responsible for any damage due to loose siding & windows or doors that are not properly sealed. Neither are we responsible for damage to loose, peeling, flaking, or faded paint, loose and deteriorated mortar joint, or electrical problems including exposed & unprotected outlets & wires.

Due to hard water at some locations, water spots may be left on the glass after the washing is complete. These can be easily removed with glass cleaner or a mop & squeegee. Full Blast is not responsible for this service unless it is included in the quote.

Our services improve the appearance of the treated property, However, Full Blast does not guarantee flawless or like-new results. The age and condition of the surface as well as the length of time since it was last cleaned play a critical role in the final results.

The above pricing reflects our technicians using the water from your property unless otherwise specified on the quote. Additional fees will apply if water is not accessible upon arrival or if Full Blast is asked to provide the water to complete the necessary cleaning.

It is expected that all outdoor furniture is moved off of and at least 50 feet away from the area(s) being cleaned. **We are not responsible** for removing your items unless otherwise stated on this quote. If a return trip is necessary, a return trip fee will be accessed to your final invoice.

For best cleaning results:
- Remove all window screens to ensure cleaner window frames.
- Move outdoor furniture and potted plants at least 25 feet way from the house or area to be cleaned.
- Close all and lock windows and doors to help prevent leakage.
- Move vehicles inside garage or at least 50 feet away from the house

Payment is due based on the terms stated on the invoice received once the service has been completed.

This estimate is valid for a period of sixty (60) days from the above date. By signing, I agree to the project terms and conditions, payment terms, cost and fees for this project. My signature also gives Full Blast the right to use photos of work being performed at the address listed on this estimate as well as your email address for

internal marketing communications.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: Lindsay K. Drew Date: June 9, 2025

Signature:

Photo



Property map

From | **Full Blast Pressure Washing**
213 Kutz Road
Carlisle PA 17015
717-961-5477
www.fullblastpressurewashing.com
Cleaner - Brighter - Better

Quote No. | **2018674**
Type | Unknown
Prepared By | Josh Mixell
Created On | 04/04/2025

Quote For | **Derry Township School Dist.**
DTSD - Hershey Elementary School
450 Homestead Road
Hershey PA 17033
(717) 531-2277

Services to be completed

Commercial Building Pressure Washing
Pressure wash building in areas circled on property map. Include all brick, pillars, and stucco while washing. Roughly 2830 total sq feet

Cleaning
Professionally clean exterior of all windows in areas circled on property map after power washing is completed.

Code	Parts, Labor, and Items	Quantity	Unit Price	Total
CBW	Wash exterior of commercial building using commercial grade detergents to lift dirt & kill algae.	1	$800.00	$800.00
SUB-W	Squeegee clean windows after pressure washing is completed.	1	$180.00	$180.00
			GRAND TOTAL	**$980.00**

Terms and Conditions

Full Blast is not responsible for any damage due to loose siding & windows or doors that are not properly sealed. Neither are we responsible for damage to loose, peeling, flaking, or faded paint, loose and deteriorated mortar joint, or electrical problems including exposed & unprotected outlets & wires.

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- Remove all window screens to ensure cleaner window frames.
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Name: Lindsay K. Drew Date: June 9, 2025

Signature:

Photo



Property map

From | **Full Blast Pressure Washing**

213 Kutz Road
Carlisle PA 17015
717-961-5477
www.fullblastpressurewashing.com
Cleaner - Brighter - Better

Quote No. 2018676

Type: Unknown
Prepared By: Josh Mixell
Created On: 04/04/2025

Quote For | **Derry Township School Dist.**

DTSD - Hershey Middle School
500 Homestead Road
Hershey PA 17033
(717) 531-2222

Services to be completed

Commercial Building Pressure Washing

Pressure wash brick in area circled on property map. Include garage door while washing. Roughly 2300 sq feet of brick.

Code	Parts, Labor, and Items	Quantity	Unit Price	Total
CBW	Wash exterior of commercial building using commercial grade detergents to lift dirt & kill algae.	2300	$0.26	$598.00
TBLR	Towable boom lift rental	1	$280.00	$280.00
			GRAND TOTAL	**$878.00**

Terms and Conditions

Full Blast is not responsible for any damage due to loose siding & windows or doors that are not properly sealed. Neither are we responsible for damage to loose, peeling, flaking, or faded paint, loose and deteriorated mortar joint, or electrical problems including exposed & unprotected outlets & wires.

Due to hard water at some locations, water spots may be left on the glass after the washing is complete. These can be easily removed with glass cleaner or a mop & squeegee. Full Blast is not responsible for this service unless it is included in the quote.

Our services improve the appearance of the treated property, However, Full Blast does not guarantee flawless or like-new results. The age and condition of the surface as well as the length of time since it was last cleaned play a critical role in the final results.

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For best cleaning results:

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- Move outdoor furniture and potted plants at least 25 feet way from the house or area to be cleaned.
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By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: Lindsay K. Drew Date: June 9, 2025

Signature:

Photos



Property map



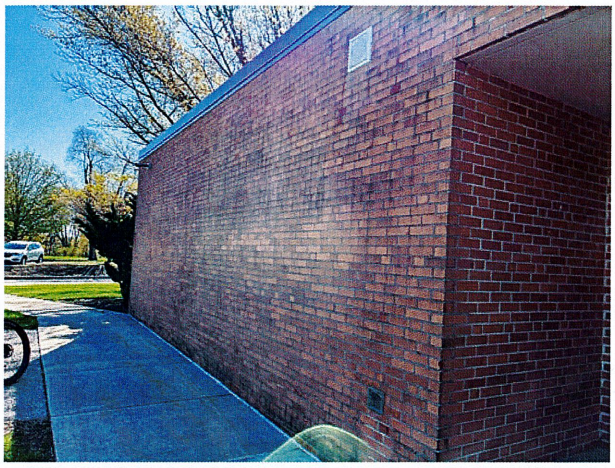
Photos



Photos



Photos



Photos

From | **Full Blast Pressure Washing**
213 Kutz Road
Carlisle PA 17015
717-961-5477
www.fullblastpressurewashing.com
Cleaner - Brighter - Better

Quote No. | **2018675**

Type | Unknown
Prepared By | Josh Mixell
Created On | 04/04/2025

Quote For | **Derry Township School Dist.**
DTSD - Hershey Middle School
500 Homestead Road
Hershey PA 17033
(717) 531-2222

Services to be completed

Commercial Building Pressure Washing

Pressure wash building in area circled on map. Include all brick, SFB and windows while washing. Roughly 2300 total sq feet. Please be cautious of any electronics*

Cleaning

Professionally clean windows after power washing is completed in circled area.

Code	Parts, Labor, and Items	Quantity	Unit Price	Total
CBW	Wash exterior of commercial building using commercial grade detergents to lift dirt & kill algae.	1	$600.00	$600.00
SUB-W	Squeegee clean windows after pressure washing is completed.	1	$695.00	$695.00
			GRAND TOTAL	**$1,295.00**

Terms and Conditions

Full Blast is not responsible for any damage due to loose siding & windows or doors that are not properly sealed. Neither are we responsible for damage to loose, peeling, flaking, or faded paint, loose and deteriorated mortar joint, or electrical problems including exposed & unprotected outlets & wires.

Due to hard water at some locations, water spots may be left on the glass after the washing is complete. These can be easily removed with glass cleaner or a mop & squeegee. Full Blast is not responsible for this service unless it is included in the quote.

Our services improve the appearance of the treated property, However, Full Blast does not guarantee flawless or like-new results. The age and condition of the surface as well as the length of time since it was last cleaned play a critical role in the final results.

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For best cleaning results:

- Remove all window screens to ensure cleaner window frames.
- Move outdoor furniture and potted plants at least 25 feet way from the house or area to be cleaned.
- Close all and lock windows and doors to help prevent leakage.
- Move vehicles inside garage or at least 50 feet away from the house

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This estimate is valid for a period of sixty (60) days from the above date. By signing, I agree to the project terms and conditions, payment terms, cost and fees for this project. My signature also gives Full Blast the right to use photos of work being performed at the address listed on this estimate as well as your email address for internal marketing communications.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: Lindsay K. Drew Date: June 9, 2025

Signature:

Photos



Property map



Photos



Photos



Photos



Photos



Photos



Photos

From | **Full Blast Pressure Washing**
213 Kutz Road
Carlisle PA 17015
717-961-5477
www.fullblastpressurewashing.com
Cleaner - Brighter - Better

Quote No. | **2018672**
Type | Unknown
Prepared By | Josh Mixell
Created On | 04/04/2025

Quote For | **Derry Township School Dist.**
DTSD - Hershey High School
550 Homestead Road
Hershey PA 17033
(717) 531-2244

Services to be completed

Commercial Building Pressure Washing

Pressure wash exterior of building in areas circled on map. Include all brick and concrete block while washing. Also wash undersides of main entranceway windows and all 25 pillars along main walkway. Tape off and cover any electrical devices where applicable. Pillars have a black staining that will require more attention and cleaning solutions. We cannot guarantee they will come 100% clean due to severity*

Cleaning

Squeegee clean exterior of all windows in circled areas on maps.

Commercial Concrete and Masonry Cleaning

Pressure wash all concrete that is highlighted in blue on property map. Roughly 9200 sq feet.

Rust Removal

Do a test spot for rust removal on concrete on one block shown in photos. Take before and after photos and upload them to the job. NO CHARGE*

Code	Parts, Labor, and Items	Quantity	Unit Price	Total
CBW	Wash exterior of commercial building using commercial grade detergents to lift dirt & kill algae.	1	$1,000.00	$1,000.00
SUB-W	Squeegee clean windows after pressure washing is completed.	1	$905.00	$905.00
CMC	Pressure wash commercial masonry surface using heated water & commercial grade detergents to lift dirt, oil, grease & remove gum spots.	9200	$0.18	$1,656.00
RR	Remove rust using F9 detergent.	1	$0.00	$0.00
			GRAND TOTAL	**$3,561.00**

Terms and Conditions

Full Blast is not responsible for any damage due to loose siding & windows or doors that are not properly sealed. Neither are we responsible for damage to loose, peeling, flaking, or faded paint, loose and deteriorated mortar joint, or electrical problems including exposed & unprotected outlets & wires.

Due to hard water at some locations, water spots may be left on the glass after the washing is complete. These can be easily removed with glass cleaner or a mop & squeegee. Full Blast is not responsible for this service unless it is included in the quote.

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- Close all and lock windows and doors to help prevent leakage.
- Move vehicles inside garage or at least 50 feet away from the house

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By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

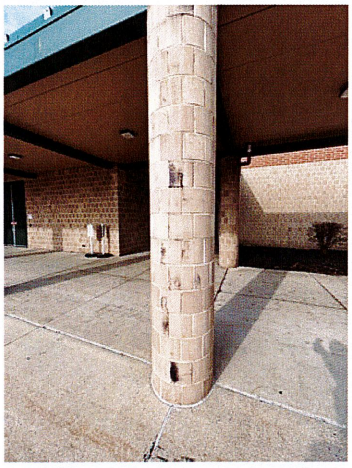
Name: Lindsay K. Drew Date: June 9, 2025

Signature:

Photos



Property maps



Photos



Photos



Photos



Sidewalk cleaning location

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE

QUOTE # 1406237-1
DATE: MAY 1, 2025

TO:
Diana Cole
Hershey Middle School
PO BOX 898
HERSHEY, PA 17033

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
Meaghan Bullock		July 1, 2025 - July 1, 2026	June 6, 2025

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license (Grades 6-8) Subjects: Math and ELA *Auto-rostering services included* *SAML single sign-on services included*	750	$18.75	$14,062.50
		Total Price	$14,062.50

SERVICES	QUANTITY	LIST UNIT PRICE	NET PRICE
School Success Package	1	$4,500.00	$4,500.00
		Total Price	$4,500.00

TOTALS	
Total Subscriptions List Price	$14,062.50
Total Services List Price	$4,500.00
Grand Total	$18,562.50

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to https://www.ixl.com/po-upload and enter quote # 1406237-1. For international accounts, we can accept wire transfers for an additional fee.

SALES CONTRACT

CONTRACT #1406237-1
May 1, 2025

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER
Diana Cole
Hershey Middle School
PO BOX 898
HERSHEY, PA 17033

SUBSCRIPTION INFO

Salesperson	Quote #	Subscription duration
Meaghan Bullock	**1406237-1**	**July 1, 2025 - July 1, 2026**

PAYMENT PLAN

Amount	Invoice date
$18,562.50	**July 15, 2025**
TOTAL	**$18,562.50**

Price valid until June 6, 2025

ACCEPTANCE OF SALES CONTRACT
This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE _____ **DATE** June 9, 2025

LEARNING

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

   The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

   All checks should be mailed to:
   IXL Learning
   777 Mariners Island Blvd., Suite 600
   San Mateo, CA 94404

   Credit card payments may be made by phone at (855) 255-8800.

   Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.
3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

   Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

   If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

   If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.
5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
   a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
   b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
Completed sales contracts should be emailed to your sales consultant.

PSA Renewal_Derry Township School District_859522_July_2024_ - CPQ-618228

Planned Service Agreement



Johnson Controls Fire Protection LP
195 Limekiln Road
New Cumberland PA17070
USA

Proposal Presented On:
03-19-2025

The Power behind your mission

Johnson Controls

SERVICE SOLUTION

Customer #: 859522
Derry Township School District
Date: 23-Jul-24
Proposal #: CPQ-618228
Term: 1-Jul-25 to 30-Jun-26
External Contract #: 80921706 R05-JAN-2024
Subscription ERP #:

Billing Customer:
Derry Township School District
Maintenance Bldg
30 C E Granada Ave
HERSHEY, PA 17033-0000

Service Location:
Derry Township School Dist
550 Homestead Rd,Hershey High School
Hershey, PA 17033-1311

Johnson Controls Fire Protection LP
Sales Representative:
Lauren Taylor
195 Limekiln Road
New Cumberland PA 17070
lauren.angeline.taylor@jci.com

INVESTMENT SUMMARY

(***Service Solution Valid for 30 Days***)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT

SYSTEM-IT-INTRUSION

INTRUSION SYSTEM

Customer Pricing Type : Local

Monitoring Account Type: Burglar Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 10

Primary Communication: Cellular

Secondary Communication:

Per Point : No

INTRUSION- MONITORING Total: $1,150.00

SYSTEM-FA-GENERIC PANEL

OTHER OP PANEL FIRE ALARM SYSTEM

Customer Pricing Type : Local

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SERVICE SOLUTION

Monitoring Account Type: Fire Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 10

Primary Communication: Cellular

Secondary Communication:

Per Point : No

ALARM & DETECTION- MONITORING Total: $600.00

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SERVICE SOLUTION

Customer #: 859522
Derry Township School District
Date: 23-Jul-24
Proposal #: CPQ-618228
Term: 1-Jul-25 to 30-Jun-26
External Contract #: 809799 R05-JAN-2024
Subscription ERP #:

Billing Customer:
Derry Township School District
Maintenance Bldg
30 C E Granada Ave
HERSHEY, PA 17033-0000

Service Location:
Derry Township School Dist
30 E Granada Ave # A,District Office
Hershey, PA 17033-1591

Johnson Controls Fire Protection LP
Sales Representative:
Lauren Taylor
195 Limekiln Road
New Cumberland PA 17070
lauren.angeline.taylor@jci.com

INVESTMENT SUMMARY

(***Service Solution Valid for 30 Days***)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT

SYSTEM-IT-INTRUSION

INTRUSION SYSTEM

Customer Pricing Type : Local

Monitoring Account Type: Burglar Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 10

Primary Communication: Cellular

Secondary Communication:

Per Point : No

INTRUSION- MONITORING Total: $600.00

SYSTEM-FA-GENERIC PANEL

OTHER OP PANEL FIRE ALARM SYSTEM

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SERVICE SOLUTION

Customer Pricing Type : Local

Monitoring Account Type: Fire Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 10

Primary Communication: Cellular

Secondary Communication:

Per Point : No

ALARM & DETECTION- MONITORING Total: $600.00

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SERVICE SOLUTION

Customer #: 859522
Derry Township School District
Date: 23-Jul-24
Proposal #: CPQ-618228
Term: 1-Jul-25 to 30-Jun-26
External Contract #: 809730 R05-JAN-2024
Subscription ERP #:

Billing Customer:
Derry Township School District
Maintenance Bldg
30 C E Granada Ave
HERSHEY, PA 17033-0000

Service Location:
Derry Township School Dist
450 Homestead Rd,Elementary School
Hershey, PA 17033-1351

Johnson Controls Fire Protection LP
Sales Representative:
Lauren Taylor
195 Limekiln Road
New Cumberland PA 17070
lauren.angeline.taylor@jci.com

INVESTMENT SUMMARY

(***Service Solution Valid for 30 Days***)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT

SYSTEM-FA-GENERIC PANEL

OTHER OP PANEL FIRE ALARM SYSTEM

Customer Pricing Type : Local

Monitoring Account Type: Fire Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 10

Primary Communication: Cellular

Secondary Communication:

Per Point : No

ALARM & DETECTION- MONITORING Total: $600.00

SYSTEM-IT-INTRUSION

INTRUSION SYSTEM

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SERVICE SOLUTION

Customer Pricing Type : Local

Monitoring Account Type: Burglar Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 10

Primary Communication: Cellular

Secondary Communication:

Per Point : No

INTRUSION- MONITORING Total: $600.00

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SERVICE SOLUTION

Customer #: 859522
Derry Township School District
Date: 23-Jul-24
Proposal #: CPQ-618228
Term: 1-Jul-25 to 30-Jun-26
External Contract #: 809780 R05-JAN-2024
Subscription ERP #:

Billing Customer:
Derry Township School District
Maintenance Bldg
30 C E Granada Ave
HERSHEY, PA 17033-0000

Service Location:
Derry Township School Dist
500 Homestead Rd,Hershey Middle School
Hershey, PA 17033-1311

Johnson Controls Fire Protection LP
Sales Representative:
Lauren Taylor
195 Limekiln Road
New Cumberland PA 17070
lauren.angeline.taylor@jci.com

INVESTMENT SUMMARY

(***Service Solution Valid for 30 Days***)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT

SYSTEM-IT-INTRUSION

INTRUSION SYSTEM

Customer Pricing Type : Local

Monitoring Account Type: Burglar Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 10

Primary Communication: Cellular

Secondary Communication:

Per Point : No

INTRUSION- MONITORING Total: $600.00

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SERVICE SOLUTION

Customer #: 859522
Derry Township School District
Date: 23-Jul-24
Proposal #: CPQ-618228
Term: 1-Jul-25 to 30-Jun-26
External Contract #: 809785 R05-JAN-2024
Subscription ERP #:

Billing Customer:
Derry Township School District
Maintenance Bldg
30 C E Granada Ave
HERSHEY, PA 17033-0000

Service Location:
Derry Township School District
450 Homestead Rd # R,Early Childhood Center
Hershey, PA 17033-1351

Johnson Controls Fire Protection LP
Sales Representative:
Lauren Taylor
195 Limekiln Road
New Cumberland PA 17070
lauren.angeline.taylor@jci.com

INVESTMENT SUMMARY

(***Service Solution Valid for 30 Days***)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT

SYSTEM-IT-INTRUSION

INTRUSION SYSTEM

Customer Pricing Type : Local

Monitoring Account Type: Burglar Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 10

Primary Communication: Cellular

Secondary Communication:

Per Point : No

INTRUSION- MONITORING Total: $600.00

SYSTEM-FA-GENERIC PANEL

OTHER OP PANEL FIRE ALARM SYSTEM

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SERVICE SOLUTION

Customer Pricing Type : Local

Monitoring Account Type: Fire Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 10

Primary Communication: Cellular

Secondary Communication:

Per Point : No

ALARM & DETECTION- MONITORING Total: $600.00

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SERVICE SOLUTION

Customer #: 859522
Derry Township School District
Date: 23-Jul-24
Proposal #: CPQ-618228
Term: 1-Jul-25 to 30-Jun-26
External Contract #: 80921705 R05-JAN-2024
Subscription ERP #:

Billing Customer:
Derry Township School District
Maintenance Bldg
30 C E Granada Ave
HERSHEY, PA 17033-0000

Service Location:
Derry Township School Dist
500 Homestead Rd,Hershey Middle School
Hershey, PA 17033-1311

Johnson Controls Fire Protection LP
Sales Representative:
Lauren Taylor
195 Limekiln Road
New Cumberland PA 17070
lauren.angeline.taylor@jci.com

INVESTMENT SUMMARY

(***Service Solution Valid for 30 Days***)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT

SYSTEM-IT-INTRUSION

INTRUSION SYSTEM

Customer Pricing Type : Local

Monitoring Account Type: Burglar Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 10

Primary Communication: Cellular

Secondary Communication:

Per Point : No

INTRUSION- MONITORING Total: $1,150.00

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SERVICE SOLUTION

Customer #: 465358
Derry Township School District
Date: 23-Jul-24
Proposal #: CPQ-618228
Term: 1-Jul-25 to 30-Jun-26
External Contract #:
Subscription ERP #:

Billing Customer:
Derry Township School Dist
Homestead Rd
Attn Middle School
HERSHEY, PA 17033-0000

Service Location:
Derry Township School Dist
Homestead Rd,Attn: Middle School
HERSHEY, PA 17033-0000

Johnson Controls Fire Protection LP
Sales Representative:
Lauren Taylor
195 Limekiln Road
New Cumberland PA 17070
lauren.angeline.taylor@jci.com

INVESTMENT SUMMARY

(***Service Solution Valid for 30 Days***)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT

SYSTEM-IT-SIMPLEX 3007

SIMPLEX 3007 SYSTEM

Customer Pricing Type : Local

Monitoring Account Type: Burglar Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 10

Primary Communication: Cellular

Secondary Communication:

Per Point : No

INTRUSION- MONITORING Total: $600.00

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed

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SUMMARY OF SERVICES

ALARM & DETECTION- MONITORING

SYSTEM-FA-GENERIC PANEL

Alarm signal initiated by a fire alarm control panel. Central Station will endeavor to notify the fire department and Customer when an alarm or trouble signal is received. This service includes 1- 800 toll-free signal transmission, 24-hour auto dialer test, and notification of Customer-provided Emergency Call List.

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SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Derry Township School District** and is effective **1-Jul-25** (the "Effective Date") to **30-Jun-26** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

Signature : [signature]

Date : June 9, 2025

PAYMENT TERMS: *Net 30*

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

PAYMENT AMOUNT: $7,700.00 - Proposal #: CPQ-618228

PAYMENT SUMMARY:

Year	PSA Charges
1	$7,700.00

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

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

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Johnson Controls

SERVICE SOLUTION

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email () , payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

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

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

PO is required to facilitate billing:

☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

Derry Township School District	**Johnson Controls Fire Protection LP**
Signature:	Authorized Signature: _____
Print Name: Lindsay K. Drew	Print Name: _____
Title: President, School Board	Title: _____
Phone #: 717-534-2501	Phone #:
Fax #:	Fax #: _____
Email: ap@hershey.k12.pa.us	License #: (if applicable) _____
Date: June 9, 2025	Date: _____

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TERMS AND CONDITIONS

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

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

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

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Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

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

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

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

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7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

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

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

Customer further agrees to:

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

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

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the

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

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

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

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

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

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

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

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of

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testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer.Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. **Other Services**.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Serviceseach means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist Company in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your Company sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay Company at Company's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Company shall not be responsible for any injury, loss, or damage caused by any act or omission of Company related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this**

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Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at www.johnsoncontrols.com/techterms

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

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

B. Limitation of Liability; **Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs**. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this**

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Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred ($2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

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

D. **No modification**. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. **Customer's Duties**. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

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

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

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with

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the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

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

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

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

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

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

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

iii. Derived Local Channel. The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER

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UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

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

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

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

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes

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exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

19. Software and Digital Services.

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

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

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

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

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

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

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

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

25. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered

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System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

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

27. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

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

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

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

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

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or

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agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

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

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

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

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

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

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

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

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of thealarm system, the alarm company shall thoroughlyinstruct the purchaser in the proper use of the alarmsystem. Failure by the licensee, without legal excuse,to substantially commence work within 20 days fromthe approximate date specified in the agreementwhen the work will begin is a violation of the AlarmCompany Act: NY Licensed by N.Y.S. Department ofthe State: TX Texas Commission on Private Security,5805 N. Lamar Blvd., Austin, 78752-4422,512-424-7710.License numbers available atwww.johnsoncontrols.com or contact your local Johnson Controls office.

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Because learning changes everything.®

QUOTE PREPARED FOR:

Derry Township Sch Dist
30 E GRANADA AVE
HERSHEY, PA 17033
ACCOUNT NUMBER: 441008

SUBSCRIPTION/DIGITAL CONTACT:

CRYSTAL PAUKOVITCH
cpaukovitch@hershey.k12.pa.us
7172153524

CONTACT:

CRYSTAL PAUKOVITCH
cpaukovitch@hershey.k12.pa.us
7172153524

SALES REP INFORMATION:

Marlisa Spinnichio
marlisa.spinnichio@mheducation.com
(717) 736-9805

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Open Court Reading ©2016, 1 Year Teacher Digital	$5,457.06	$0.00	$5,457.06
PRODUCT TOTAL*	$5,457.06	$0.00	$5,457.06
ESTIMATED S&H**			$0.00
ESTIMATED TAX**			$0.00
GRAND TOTAL*			$5,457.06

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 05/05/2025
QUOTE NUMBER: ETYNAN-05052025103757-001
ACCOUNT NAME: Derry Township Sch Dist
ACCOUNT #: 441008
EXPIRATION DATE:08/03/2025

Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Open Court Reading ©2016, 1 Year Teacher Digital					
OPEN COURT READING TEACHER LICENSE 1 YEAR SUBSCRIPTON GRADE K	978-0-07-666083-4	14	$129.93	$0.00	$1,819.02
OPEN COURT READING TEACHER LICENSE 1 YEAR SUBSCRIPTON GRADE 1	978-0-07-666084-1	14	$129.93	$0.00	$1,819.02
OPEN COURT READING TEACHER LICENSE 1 YEAR SUBSCRIPTON GRADE 2	978-0-07-666067-4	14	$129.93	$0.00	$1,819.02
			Open Court Reading ©2016, 1 Year Teacher Digital Subtotal:	**$0.00**	**$5,457.06**

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SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 05/05/2025
QUOTE NUMBER: ETYNAN-05052025103757-001
ACCOUNT NAME: Derry Township Sch Dist
ACCOUNT #: 441008
EXPIRATION DATE:08/03/2025

Because learning changes everything.®

QUOTE PREPARED FOR:

Derry Township Sch Dist
30 E GRANADA AVE
HERSHEY, PA 17033
ACCOUNT NUMBER: 441008

CONTACT:

CRYSTAL PAUKOVITCH
cpaukovitch@hershey.k12.pa.us
7172153524

SUBSCRIPTION/DIGITAL CONTACT:

CRYSTAL PAUKOVITCH
cpaukovitch@hershey.k12.pa.us
7172153524

VALUE OF ALL MATERIALS	$5,457.06
FREE MATERIALS	$0.00
PRODUCT TOTAL*	**$5,457.06**
ESTIMATED SHIPPING & HANDLING**	$0.00
ESTIMATED TAX**	$0.00
GRAND TOTAL	**$5,457.06**

Comments:

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

Terms Of Service

Provisions required by Subscriber State law

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Lindsay K. Drew
Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

SCREEN & COAT PROPOSAL

Athletic Surfaces & Equipment

Miller Flooring Co. - Sports Construction Division
827 Lincoln Avenue
Suite 15
West Chester, Pennsylvania 19380
United States

Phone: 610.626.1000
Fax: 610.626.3000
Toll free: 800.821.8611
www.millerflooring.com

BILL TO
Derry Township School District
John Fready

jfready@hershey.k12.pa.us

SHIP TO
Derry Township School District
30 E. Granada Avenue
PO Box 898
Hershey, Pennsylvania 17033
United States

Estimate Number: Derry Township SD 2025

Estimate Date: December 6, 2024

Valid Until: December 31, 2025

Estimate Total (USD): **$19,335.00**

Items	Quantity	Price	Amount
**** COSTARS** COSTARS Contract Pricing: The following pricing is based on CoStars pricing structure. Costars is a Pennsylvania State approved joint purchasing contract. Miller Sports, West Chester, PA is authorized under CoStars contract number: 005-E22-184 - (Janitorial Supplies)	1	$0.00	$0.00
****SCREEN & COAT - WATER BASED FINISH** Miller Sports proposes to supply all materials, labor and equipment necessary to complete work as further specified. HERSHEY HIGH SCHOOL MAIN GYM Screen & Coat: Miller Sports will screen sand the floor with abrasive screen discs. The process will remove scuffing and dirt from the surface. The surface will be vacuumed and/or tacked free of dust. Two coats of Bona Super Sport MVP water based finish will be applied to the surface.	1	$8,205.00	$8,205.00
****SCREEN & COAT - WATER BASED FINISH** HERSHEY MIDDLE SCHOOL MAIN GYM Screen & Coat: Miller Sports will screen sand the floor with abrasive screen discs. The process will remove scuffing and dirt from the surface. The surface will be vacuumed and/or tacked free of dust. Two coats of Bona Super Sport MVP water based finish will be applied to the surface.	1	$6,850.00	$6,850.00

SCREEN & COAT PROPOSAL

Athletic Surfaces & Equipment

Miller Flooring Co. - Sports Construction Division
827 Lincoln Avenue
Suite 15
West Chester, Pennsylvania 19380
United States

Phone: 610.626.1000
Fax: 610.626.3000
Toll free: 800.821.8611
www.millerflooring.com

Items	Quantity	Price	Amount
****SCREEN & COAT - WATER BASED FINISH** EARLY CHILDHOOD CENTER/ELEMENTARY MAIN GYM Screen & Coat: Miller Sports will screen sand the floor with abrasive screen discs. The process will remove scuffing and dirt from the surface. The surface will be vacuumed and/or tacked free of dust. Two coats of Bona Super Sport MVP water based finish will be applied to the surface.	1	$4,280.00	$4,280.00
****CLARIFICATIONS** Clarifications: The owner is responsible for making sure no soap or wax based products have been used on your floors. Miller Sports is not responsible for any adhesion issues which could result in finish peeling if those type of products are used on your surfaces. The pricing for this work is based on standard work hours. These projects will take approximately two days to complete at each location (depending on dry times in between coats) with 48 hours of dry time once the final coat is applied. Pricing does not include: repair work, finishing beneath bleachers or any clean up as a result of this scope. It is up to the customer to cover any areas in need of protection as a result of dust infiltration. Pricing does not include taxes and prevailing wage rates. Owner must supply: proper electric, proper lighting, proper ventilation as needed and security of the gyms during drying period.	1	$0.00	$0.00
****TERMS & CONDITIONS** By signing this proposal you accept and agree to the terms and conditions including: Miller Sports is not responsible for any cross contamination of products. It is the owner's responsibility to notify Miller in advance the use of any cleaning or other products used on your floor's surface. By signing this proposal you confirm that you have read and completed the attached questionnaire regarding the cleaning products used on your surfaces.	1	$0.00	$0.00

SCREEN & COAT PROPOSAL

Athletic Surfaces & Equipment

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827 Lincoln Avenue
Suite 15
West Chester, Pennsylvania 19380
United States

Phone: 610.626.1000
Fax: 610.626.3000
Toll free: 800.821.8611
www.millerflooring.com

Items	Quantity	Price	Amount
****TERMS & CONDITIONS (cont'd)** The schools are required to; remove all equipment, remove all tape (residue from tape), temporary lines from the floors prior to our arrival, access to the school's dumpsters for debris, use of restroom, 24/7 access if needed. The gyms must be cleared of all items including carts, equipment etc. on the surfaces. Do not resume sports activities until 48 hours after the last coat has been applied. Make sure no carts are rolled on the floors, bleachers are not opened and the floors are not covered for 10 days after the last coating has been applied.	1	$0.00	$0.00
****Payment Terms** TERMS: payment due upon receipt of invoice. 1.5% per month late fees. No retainage held. Applicable charges added for credit card payments.	1	$0.00	$0.00
****ACCEPTANCE** To accept this proposal and schedule the work, please provide a PO# or signed proposal. Also complete and return the attached cleaning questionnaire. MILLER SPORTS MUST RECEIVE BACK THE CLEANING QUESTIONNAIRE PRIOR TO CONFIRMING A DATE ON THE SCHEDULE. Acceptance of the proposal is inclusive of the terms and conditions, pricing, specifications, payment and conditions as stated above. Return the documents to debbie@millersports.com.	1	$0.00	$0.00

Total:	$19,335.00
Estimate Total (USD):	**$19,335.00**

Miller Sports Construction

SCREEN & COAT PROPOSAL

Athletic Surfaces & Equipment

Miller Flooring Co. - Sports Construction Division
827 Lincoln Avenue
Suite 15
West Chester, Pennsylvania 19380
United States

Phone: 610.626.1000
Fax: 610.626.3000
Toll free: 800.821.8611
www.millerflooring.com

Notes / Terms
Thank you.

Agreed & Approved: _____ Date: June 9, 2025

Docusign Envelope ID: B45A9140-4922-48EB-A41F-7E774F36761C



Newsela Inc.
169 Madison Ave., #2770
New York, NY 10016

Order Form

Billing Information:
Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon license start date

Order Form No. Q-155775
Newsela Sales Rep: Bobby Rubin
Contact Email: bobby.rubin@newsela.com
Offer Date: January 14, 2025
Expiration Date: October 8, 2025

To:
Stacy Winslow
Derry Township School District
30 E Granada Ave Ste 200
Hershey, PA 17033-1591

Qty	Products/Services	Line Total
1	Newsela	$18,029.82
	Contract Total	$18,029.82

***See table above or Appendix for Product/Services details and License Dates.**

This Order Form and the Terms of Service available here, which are hereby incorporated by this reference, is entered into by and between Newsela, Inc., and its parents, subsidiaries and affiliates, having an office at 169 Madison Ave., #2770, New York, NY 10016 (together "Newsela") and the customer named above, having an office at the address set forth above ("Customer"). All capitalized terms used in this Order Form and not defined herein shall have the meanings ascribed to them in the Terms of Service linked above. This Order Form is subject to the Terms of Service linked above, Newsela's Privacy Policy and, where applicable, any additional Terms and Conditions, or other binding RFP or binding bid signed by and between the Parties (together the "Customer Agreement").

The Customer Agreement constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all written or oral understandings, proposals, bids, offers, purchase or delivery orders, negotiations, agreements or communications of every kind. Additionally, the Customer Agreement specifically supersedes the terms and conditions of any Purchase Order delivered to Newsela after this Customer Agreement is executed and any such terms and conditions shall not be applicable or considered a part of the terms and conditions that govern this engagement. The Customer's internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained therein are intended only for the Customer and should be kept confidential.

Term: The subscription for the above-identified Newsela Products will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this Order Form, the Customer agrees to the pricing per product and quantity breakdowns underlying this Order Form, which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise. Failure of the Customer to make

Docusign Envelope ID: B45A9140-4922-48EB-A41F-7E774F36761C

use of the Products during their respective License Dates specified herein will not extend Newsela's obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'). If this Customer Agreement is so renewed, Customer agrees the prices payable for such Renewal Term shall be the prevailing rates then offered by Newsela for the licensed products stated above.

Fees: The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. If a Purchase Order is required, Customer shall submit the Purchase Order to Newsela in accordance with the Billing Information set forth hereinabove by emailing it to billing@newsela.com and including "Customer Agreement No. Q-155775" in the subject line, otherwise a purchase order shall not be required for payment. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

1. **Purchase Order Information**
   If you need a Purchase Order, please fill out the following information.
   PO Required:
   PO Number:
   PO Amount:

2. **Billing Information**
   Provide the billing service representative to whom the invoice should be addressed.
   Bill-To Name:
   Bill-To Email:
   By initialing here, I agree that the billing details stated above are current and accurate. ____

   Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents along with the order form number (Q-155775) to salestax@newsela.com.

3. **Is your organization exempt from sales tax?**
   Please enter **Yes** or **No**:

Authorized Signature: [signature] Date of Signature: June 9, 2025

Docusign Envelope ID: B45A9140-4922-48EB-A41F-7E774F36761C

Appendix

Products Breakdown

Sites	Product Code	Products Names	License Dates
2	ATG145	Newsela ELA	10/09/25 - 10/08/26

Product/Service Breakdown Per School

Line#	Schools	Products/Services	License Dates
1	HERSHEY HIGH SCHOOL	Newsela ELA	10/09/25 - 10/08/26
2	HERSHEY MIDDLE SCHOOL	Newsela ELA	10/09/25 - 10/08/26

noredink

Order Form NRI-49829

Customer name: Hershey Middle School

Primary contact name:
Lindsay Drew

Primary contact email:
ldrew@hershey.k12.pa.us

NoRedInk Remittance Address for Checks:
NoRedink Corp
PO Box 92507
Las Vegas, NV 89193-2507

Billing address:
PO Box 898
Hershey, Pennsylvania 17033
United States

Will a PO be required? (If Yes, please provide form)

Tax exempt? (If Yes, please provide certificate)

Billing email:

Billing contact name:

Service start date:
08-17-2025
Service end date:
08-16-2026
Payment terms:
Upfront
Billing terms:
Net 30

SUMMARY

PRODUCT	SCHOOL	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
School NoRedInk Premium	Hershey Middle School	NoRedInk Premium for up to 760 students.	$10,500.00	1	$10,500.00
			TOTAL:		$10,500.00

- Start date will be as stated or later pending receipt of signatures and any required documents (PO and tax exempt certificates, as applicable).
- End date will be as stated or later to maintain the term length.
- If applicable, all unused Premium training services will expire annually on the service end date.
- Training dates can only be confirmed after order forms are signed by both parties.
- If applicable, state sales tax will be added to your invoice unless proof of exemption has been received by NoRedInk prior to invoicing.

Please sign and return to: emily.schafer@noredink.com

Contract terms: This Order Form incorporates and is subject to the Master Services Terms — collectively the "Agreement" — and constitutes a binding contract entered into by and between NoRedInk Corp. ("NoRedInk"), a Delaware corporation with its principal place of business at 548 Market Street, PMB 66984, San Francisco, CA 94105, and the entity listed below as client ("Client"). The Master Services Terms are available at: NoRedInk Master Services Agreement. The Data Protection Addendum is available at: NoRedInk Data Protection Addendum

noredink

Order Form NRI-49829

NoRedInk Corp. Signature	Hershey Middle School Signature
Signature:	Signature:
Name:	Name: Lindsay K. Drew
Title: Head of Customer Success	Title: President, School Board
Date:	Email: ap@hershey.k12.pa.us
	Date: June 9, 2025

PITTSBURGH STAGE INC
COMMITMENT TO QUALITY

PROPOSAL

May 5, 2025

Brandon Buterbaugh
Derry Township School District
30 E Granada Avenue
Hershey, PA 17033
717-534-2501 x-3233

COSTARS™

REFFERENCE: Hershey High School Theatrical Equipment Inspection.

COSTARS Contract #34 PA Vendor #323072

Qty	Description	Line Total
1.00	Annual theatrical equipment inspection at Hershey High School.	$ 2,149.00
1.00	Annual theatrical equipment inspection at Hershey Middle School.	$ 2,149.00
Alternate:	Safety demonstration and training performed concurrent with either above... **$220.00** per venue concurrent with inspections.	
Duration:	6 to 8 hours on stage per venue.	
Note	Stage to be cleared during inspection to allow access to overhead equipment. Stage.	
	Above pricing for work done concurrent with each school.	
Terms	Prepay or Net 21 days with approved credit or purchase order. Progressive monthly billing including stored materials.	
EXCLUSIONS: Permits, Fees, Tax, Bonds.		$ 4,298.00

Sincerely:

Jeffrey A. Greenawalt

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE.

To accept this quotation, sign here and return: _____

Thank you for your business!

2 South Ave - Sewickley, PA 15143 TEL: 412-534-4500 FAX: 412-534-4505

www.pittsburghstage.com

Schools and Districts

Quizizz Order Form

Order Form # 6346
05-07-2025

Quizizz is an instructional suite where teachers create and deliver bell-to-bell curriculum resources that meet the needs of every student. With Quizizz, teachers can plan engaging yet rigorous lessons, assignments, or tests in a matter of minutes for any grade level or subject.

We're grateful for the opportunity to support your organization with a site license.

This order form expires on June 20, 2025

PREPARED FOR
Hershey Middle School
Estimated Enrollment: 750

Paid Subscription Start Date: 07/1/2025
Subscription End Date:
06/30/2026

Plan Name	Price	Student Count	Contract Length (months)	Subtotal
School	$ 7.95	750	12	$ 5,962.50
This includes complimentary access for the months of May and June 2025				

Total **$ 5,962.50**

Quizizz Implementation Contact

The subscription period will start when this order form is signed by the customer unless otherwise indicated in writing and accepted by both parties.

Upon approval of this quote, Quizizz will issue an invoice and can begin onboarding at the organization's earliest convenience.

Quizizz

Schools and Districts

Next Steps

1. Please review this order form and send any followup questions to our team.
2. Have the right person approve the order and issue a purchase order if necessary.
3. Our team will issue an invoice and begin onboarding your teachers.

TERMS

Agreement and Authority
This order form, the Quizizz Terms of Service, and any additional mutually agreed upon exhibits or agreements form an Agreement between the customer and Quizizz Inc. The individual accepting this quote warrants that they have the authority to execute this Agreement on behalf of the relevant school, district or other organization.

Invoices and Payment
After finalizing the terms of this Agreement, Quizizz will issue an invoice for the relevant period, payable within 30 days of the invoice date. The method of payment shall be confirmed with a Quizizz representative. Prices are in U.S. dollars.

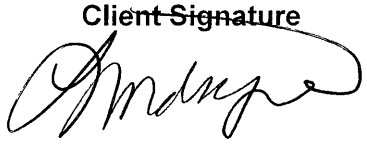
Sales tax exempt
Your organization is exempt from state sales tax.

Renewals
Unless otherwise specified, Quizizz will send a renewal invoice 1 month prior to the license expiration for the following 12 months. If you do not wish to renew your license, please provide 60 days notice to Quizizz.

Bill To

Ship To

Client Signature



P.O. Box 228, Akron, PA 17501
Phone: (717) 371-2300
E-Mail: rlclarke@rlclarke.com

R.L. CLARKE ENTERPRISES INC.
Water Treatment & Specialty Maintenance Products

Date: April 14, 2025

AGREEMENT FOR WATER TREATMENT SERVICES

CUSTOMER:	DERRY TOWNSHIP SCHOOL DISTRICT – (WTC)	PHONE: 717-534-2501
ATTENTION:	JOHN FREADY – FACILITIES DIRECTOR	
ADDRESS:	30 C EAST GRANADA AVE.	E-MAIL: jfready@hersheypa.k12.pa.us
	HERSHEY, PA 17033	

TERMS OF THIS AGREEMENT REMAIN IN EFFECT FOR THE FOLLOWING TIME PERIOD:

BEGINNING: AUGUST 1, 2025 ENDING: JULY 31, 2026

TYPE OF AGREEMENT:

X **SERVICE - CONSULTING** Monthly analytical testing and service visits for hot and chilled water HVAC systems as required by seasonal conditions. Analytical test results with service reports provided. Annual samples of inhibited Propylene Glycol samples will be sent to the Interstate Chemical laboratory for a complete lab analysis with report of test results e-mailed to Scott Daub -HVAC Supervisor.
(3 hour(s) maximum provided per month. Additional hours will be invoiced at a rate of $ 95.00 per hour).

X **OTHER – SPECIAL CONDITIONS:**
Products for HVAC closed loop system maintenance can be purchased "as needed" for regular maintenance of the water treatment programs for the following schools:
Hershey Elementary; ECC Building; Hershey Middle School; Hershey High Schools.
NEW CONSTRUCTION: See Addendum – (pg. 3)

X **MONTHLY BILLING:** **A monthly invoice will be submitted for payment to Derry Township School District (WTC) in the amount of: One Thousand - Eighty dollars ($ 1,080.00).** (each invoice will be generated on the first day of the month that this agreement is in force). Failure by the client to make payments as per the terms specified on each invoice and / or to keep their account current will lead to the cancellation of this agreement.

SERVICES / CONSULTING:

R.L. Clarke Enterprises, Incorporated (RLC) provides the following services to the Derry Township School District (WTC) as part of this agreement:

Consulting – Services: Provided as part of this agreement - included without being limited to the design and implementation of a HVAC water treatment program for each of the schools listed as part of this agreement. Monthly on-site HVAC system fluid sampling and analysis of chilled and / or hot water systems. On-site chemical testing of these system fluids with computer generated service reports provided listing test results - provided to Bruce Bennett. Report will list any recommended procedures required to maintain or make changes to the current water treatment program. Also listed will be any maintenance performed on the monitoring and / or chemical feed equipment the day of the service visit.
(**RLC) assumes no responsibility** for mechanical failures or system equipment malfunctions that upset the normal operation or create fluid losses from the clients' HVAC system(s).
The (WTC) agrees to repair or replace any faulty system equipment, parts, plumbing components, etc. in a timely manner so that minimal loss of treated system fluid occurs. It is the clients responsibility to notify (RLC) of any repairs or system fluid losses so that (RLC) can schedule a service visit to evaluate the changes to the water (fluid) chemistry.
Cost for chemical treatment products (that exceed those provided for as part of this agreement) will be billed to the client at the time of delivery.
Boiler / Cooling Tower Inspections: Please contact (RLC) when insurance or PA state inspectors are scheduled for water side system inspection visits so that we may be present to observe and evaluate our current treatment programs effectiveness as it relates to the equipment internal surfaces.

CANCELLATION OF THIS AGREEMENT:

R.L. Clarke Enterprises, Inc.- (RLC) reserves the right if deemed necessary to cancel this agreement by providing a thirty-day written notice to the customer. (RLC) will provide the (WTC) with a new agreement thirty to sixty days before the end date of the current agreement. If satisfied with the terms and conditions of the new agreement, the (WTC) will return the signed agreement at least two weeks prior to the end date of the previous agreement so that (RLC) has enough time to place the client on their monthly service schedule.
If the (WTC) wishes to be released from this agreement, please provide a written thirty-day notice while agreement is in force or thirty days prior to the end date of this agreement.

We the undersigned agree to the conditions set forth in this agreement.
We have read and understand the obligations and conditions that are to be met by all parties.

SIGNATURE: _____ DATED: 06/ 09/2025

REPRESENTING: DERRY TOWNSHIP SCHOOL DISTRICT – (WTC)

SIGNATURE: Robert L. Clarke DATED: 04 /14/2025

PRESIDENT, R.L. CLARKE ENTERPRISES, INC.

Addendum for Water Treatment Service and Consulting Agreement between R.L. Clarke Enterprises, Inc. (RLC) and Derry Township School District (WTC)

NEW INSTALLATION OF HVAC EQUIPMENT, PIPING, COMPONENTS - UPGRADES OR SYSTEM REPAIRS DURING THE TERM OF THIS AGREEMENT:

R.L. Clarke Enterprises, Inc. (RLC) has a written water treatment service and consulting agreement with Derry Township School District (WTC) to provide the services and products listed here-in. Due to liability concerns; (RLC) does not sub-contract our services and only works under a written agreement representing our clients' best interest.

Consulting services: Design and implementation of a new water treatment program to prepare and properly treat a newly installed HVAC heating or cooling system

Services provided for New Projects:

After system(s) have been filled with water, circulated, pressure tested and deemed to be free of any water loss (tight):

Consultation and Instruction: Provide the HVAC contractor with the properly formulated water side cleaning products (**contractor to purchase** recommended inhibited cleaners from (RLC).
Contractor will be instructed as to the proper methods that will be needed to clean and remove (proper flushing technique) the organic and inorganic contaminates from the water side of the newly installed HVAC equipment (coils, zones, valves and piping). When on-site fluid tests show that 90 to 95 % of the contaminated fluid and cleaning products have been flushed from the system, (RLC) will introduce the appropriately formulated corrosion and scale inhibitor product(s) into the system (closed loop, boiler, cooling tower, etc.).
(RLC) will provide the contractor (**contractor to purchase** from (RLC) appropriate product formulations and quantities suggested) with water treatment products for the newly installed system(s) that are currently used throughout (or chemically compatible with) the clients' other facilities to provide protection from scale, corrosion and biological concerns.
On-site water / fluid analysis:
Before construction starts: Water samples of the feed water (well, municipal, etc.) that will be used to fill the HVAC system(s) (closed chilled or hot water loop, boiler or cooling tower) will be tested and a service report with test results listed will be provided to any interested parties. The next on-site test will be scheduled after system cleaners and contaminates have been completely flushed from the system and equipment. Another on-site test will be taken after initial introduction of inhibited chemical treatment products have been introduced into the system and circulated for a period of one week. If the test results show that the inhibitor levels are within their proper target range, no further tests will be taken until the next scheduled monthly on-site service visit.
Inhibited glycol products and consultation: The HVAC contractor and /or (WTC) will consult directly with the chosen glycol manufacturer to purchase the recommended (properly formulated / type) products. Any sampling of treated system fluids will be done by HVAC contractor and submitted to the manufacturer's laboratory for complete analysis. Lab report with test results should be forwarded to the (WTC) and the HVAC Contractor.
HVAC contractor is responsible for communications with (RLC):
It is the responsibility of the HVAC / Plumbing contractor to contact (RLC) to discuss their scope of work and work schedule so that (RLC) can schedule the necessary visits to provide instruction, deliver and introduce the appropriate chemical products and quantities into the loop system(s) (boilers, cooling towers, etc.) as well as schedule visits for on-site fluid analysis and testing.
Contractors can request product and price quotes (for bidding purposes) for any water treatment chemicals and / or equipment (i.e. – chemical pumps, system conductivity controllers, glycol feed systems, etc.) up until one week before bids are due for submittal.
Engineering firms:
Please consult with the (WTC) before writing project specs so that the HVAC/Plumbing contractor does not submit bids for any work or services that are already covered under this agreement between (RLC) and the (WTC).

Renaissance
2911 Peach Street, Wisconsin Rapids, WI 54494-1905
PO Box 8036, Wisconsin Rapids, WI 54495
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
Q-174774 v5

Derry Township School District - 25680

Primary Contact
Traci Landry
Email - tlandry@hershey.k12.pa.us
PO Box 898
Hershey, PA 17033-0898

Billing Contact

Quote Summary School Count: 1	
Renaissance Products & Services Total	$11,530.40
Estimated Sales Tax	$0.00
Shipping Cost	$0.00
Grand Total	**USD $11,530.40**

This quote includes: Services, Star and FastBridge.

By signing below, Customer:

- Acknowledges that the Person signing this Quote is authorized to do so on behalf of Customer.
- Agrees Customer's access to and use of the Products and Services referenced in the Quote (and any other quote issued to Customer during the Subscription Period) are subject to compliance with the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R62416.pdf, incorporated herein by reference.
- Acknowledges and agrees that the applicable Data Protection Addendum and Privacy Notices located at https://docs.renaissance.com/R62068 are incorporated into this Agreement. Additional information about Renaissance's privacy and security is available at https://www.renaissance.com/privacy/.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an Invoice for this Quote promptly after the date the Order is processed at Renaissance. If Customer requires a purchase order, Customer agrees to provide the purchase order to Renaissance as an attachment to this signed quote. Customer agrees to pay the invoice within 30 days after the Invoice Date.

Customer indicates that no Purchase Order is required, and that Billing Contact information is correct.

Renaissance Learning, Inc.	Derry Township School District
Ted Wolf	By:
Name: Ted Wolf	Name: Lindsay K. Drew
Title: Chief Financial Officer	Title: President, School Board
Date: 02-Apr-2025	Date: June 9, 2025

Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive Scott Shapiro at (717) 586-9985. Thank you.

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance

Renaissance
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Federal I.D. 39-1559474
www.renaissance.com

Quote
Q-174774 v5

approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Renaissance
2911 Peach Street, Wisconsin Rapids, WI 54494-1905
PO Box 8036, Wisconsin Rapids, WI 54495
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
Q-174774 v5

Quote Details
Hershey Primary Elementary School

Products & Services	Quantity	Unit Price	Total
Platform			
Quote Year 1 01-Sep-2025 – 31-Aug-2026			
Annual All Product Renaissance Platform	1	$750.00	$750.00
		Quote Year 1 Subtotal	**$750.00**
Star Assessments			
Quote Year 1 01-Sep-2025 – 31-Aug-2026			
Star Math Subscription	1100	$4.51	$4,961.00
		Quote Year 1 Subtotal	**$4,961.00**
FastBridge			
Quote Year 1 01-Sep-2025 – 31-Aug-2026			
FastBridge Subscription	530	$10.98	$5,819.40
		Quote Year 1 Subtotal	**$5,819.40**
		Hershey Primary Elementary School Total	**$11,530.40**

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Renaissance

See Every Student.

Quote Summary for Quote 114792

Derry Township School District

Renaissance is pleased to offer Derry Township School District solutions designed to accelerate learning for children of all ability levels. The solution custom suited to your teachers and students is made of the following:

- Products (July 1, 2025 – June 30, 2026)
  - Nearpod Premium Plus – 2,125 students
  - Flocabulary – 3,125 students
  - Nearpod 21st Century Readiness Program – 775 students

Below is a calculated per student cost for the attached quote based on your customized solution.

Quote Summary
Quote Number: Q-114792
Student Count: Nearpod Premium Plus –2,125 Flocabulary – 3,125 Nearpod 21st Century Readiness Program - 775
Total Cost: $29,349.03

**Pricing is based on the quantities ordered per product. If quantities change, pricing will also change. Additional per student subscriptions added mid-term will be invoiced based on the remaining term of the subscription.*

By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period, and Customer and its Authorized Users' access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R62416.pdf which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy https://docs.renaissance.com/R63870 directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context; and,
- consents on behalf of parents/legal guardians to the collection, use, and disclosure of the personal information of children under the age of 13 with respect to use of the Renaissance Products and Services, as described in Renaissance's Children's Online Privacy Notice https://docs.renaissance.com/R63871

To accept this offer and place an order, please sign and return this Summary.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below, or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

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Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	
By: Ted Wolf	**By:**
Name: Ted Wolf	**Name:** Lindsay K. Drew
Title: Senior Vice President Global Controller	**Title:** President, School Board
Date:	**Date:** June 9, 2025
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:
Traci Landry
PO Box 898
Hershey, PA 17033-0898

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional Development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021, New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

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Renaissance
2911 Peach Street, Wisconsin Rapids, WI 54494-1905
PO Box 8036, Wisconsin Rapids, WI 54495
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
Q-174800 v4

Derry Township School District - 25680
Primary Contact

Billing Contact

Quote Summary	
School Count: 1	
Renaissance Products & Services Total	$8,278.92
Estimated Sales Tax	$0.00
Shipping Cost	$0.00
Grand Total	**USD $8,278.92**

This quote includes: FastBridge.

By signing below, Customer:

- Acknowledges that the Person signing this Quote is authorized to do so on behalf of Customer.
- Agrees Customer's access to and use of the Products and Services referenced in the Quote (and any other quote issued to Customer during the Subscription Period) are subject to compliance with the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R62416.pdf, incorporated herein by reference.
- Acknowledges and agrees that the applicable Data Protection Addendum and Privacy Notices located at https://docs.renaissance.com/R62068 are incorporated into this Agreement. Additional information about Renaissance's privacy and security is available at https://www.renaissance.com/privacy/.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an Invoice for this Quote promptly after the date the Order is processed at Renaissance. If Customer requires a purchase order, Customer agrees to provide the purchase order to Renaissance as an attachment to this signed quote. Customer agrees to pay the invoice within 30 days after the Invoice Date.

Customer indicates that no Purchase Order is required, and that Billing Contact information is correct.

Renaissance Learning, Inc.	Derry Township School District
Ted Wolf	By:
Name: Ted Wolf	Name: Lindsay K. Drew
Title: Chief Financial Officer	Title: President, School Board
Date: 03-Apr-2025	Date: June 9, 2025

Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive Dan DiDesiderio at (724) 971-1602. Thank you.

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s)

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www.renaissance.com

Quote
Q-174800 v4

is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

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Quote
Q-174800 v4

Quote Details
Hershey Middle School

Products & Services	Quantity	Unit Price	Total
FastBridge			
Quote Year 1 01-Sep-2025 – 31-Aug-2026			
FastBridge Subscription	754	$10.98	$8,278.92
		Quote Year 1 Subtotal	**$8,278.92**
		Hershey Middle School Total	**$8,278.92**

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PO Box 8036, Wisconsin Rapids, WI 54495
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
Q-175967 v1

Derry Township School District - 25680

Billing Contact

Quote Summary	
School Count: 3	
Renaissance Products & Services Total	$1,409.10
Applied Discounts	**$0.00**
Estimated Sales Tax	$0.00
Shipping Cost	$0.00
Grand Total	**USD $1,409.10**

This quote includes: FastBridge.

By signing below, Customer:

- Acknowledges that the Person signing this Quote is authorized to do so on behalf of Customer.
- Agrees Customer's access to and use of the Products and Services referenced in the Quote (and any other quote issued to Customer during the Subscription Period) are subject to compliance with the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R62416.pdf, incorporated herein by reference.
- Acknowledges and agrees that the applicable Data Protection Addendum and Privacy Notices located at https://docs.renaissance.com/R62068 are incorporated into this Agreement. Additional information about Renaissance's privacy and security is available at https://www.renaissance.com/privacy/.

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Renaissance Learning, Inc.	Derry Township School District
Ted Wolf	By:
Name: Ted Wolf	Name: Lindsay K. Drew
Title: Chief Financial Officer	Title: President, School Board
Date: 03-Apr-2025	Date: June 9, 2025

Email: electronicorders@renaissance.com

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Quote
Q-175967 v1

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Quote
Q-175967 v1

Quote Details

FastBridge

Products & Services	Quantity	Unit Price	Discount	Total
Quote Year 1: 01-Jul-2025 – 30-Jun-2026				
FastBridge Subscription	110	$10.98	$0.00	$1,207.80
		Quote Year 1 Subtotal	**$0.00**	**$1,207.80**
Quote Year 2: 01-Jul-2026 – 31-Aug-2026				
FastBridge Subscription	110	$10.98	$0.00	$201.30
		Quote Year 2 Subtotal	**$0.00**	**$201.30**
		FastBridge Total	**$0.00**	**$1,409.10**

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QUOTE

SSL Quote Number: Q-569523
Status: Approved
Quote Name: Halo Cloud
Currency: USD
Created Date: 04-23-2025
Expiration Date: 07-11-2025
Customer Number: 262784
Requestor Name: Phil Ayala
payala@hershey.k12.pa.us
7175312244

Lift Gate Truck Required: ☐
Inside Delivery: ☐

Customer Program: AEPA

To place an order using this quote, contact:
Phone 888-388-3224
Email orders@schoolspecialty.com

School Specialty®

Sales Rep Name: Susan Secor
Sales Rep Email: susan.secor@schoolspecialty.com
Sales Rep Phone: (920) 243-5365

Bill To: DERRY TOWNSHIP SCHOOL DISTRICT
PO BOX 898
HERSHEY, PA 17033-0898

Ship To: DERRY TOWNSHIP SCHOOL DISTRICT
30C E GRANADA AVE
HERSHEY, PA 17033-1459
Ship To Contact: Phil Ayala

Notes:

Quantity	SSL Item	Customer Item #	Pack Size	Item Description	List Price	Your Price	Extended Price
10	2088666		Each	AIR SAFETY - HALO CLOUD SERVICE RENEWAL PLAN 1 YEAR SERVICE PLAN AFTER A HALO MONITOR IS PURCHASED	$339.95	$125.04	$1,250.40

Subtotal	$1,250.40
Estimated Taxes	$0.00
Shipping & Handling	$0.00
Total	$1,250.40

Accept this quote by sending back your purchase order number or signing it electronically. For orders over $15,000.00, please submit a hard copy of your Purchase Order.

Prices subject to change until all finish selections have been completed. Order will not be placed until all finish options are selected.

Signature: 

Name: Lindsay K. Drew

Date: June 9, 2025

Purchase Order Number:

Shipping Instructions:

Pack Slip Notes:

Seesaw

Order Form Number: Q-54191

Seesaw Learning, Inc.
548 Market Street
PMB 98963
San Francisco, CA 94104 US
Billing: ar@seesaw.me

Bill To
Derry Township School District
30A E Granada Ave
Hershey Pennsylvania 17033

End User
Derry Township School District

Contract Summary	
Order Form Number: Q-54191	Payment Terms: Net 30
Expiration Date: June 30, 2025	Billing Frequency: Upfront
Contract Start Date: July 1, 2025	Contract End Date: June 30, 2026
Contract Subscription Term: 12.0 months	
Contract Notes:	
	Grand Total: USD 12,394.38

Product Name	Description	Subtotal
Seesaw Instruction & Insights	Access to the Premium Tier Learning Experience platform for teachers, students, families, and administrators. Includes award-winning multimodal tools, digital portfolios, two-way communication in over 100 languages, and the full Seesaw Library with thousands of standard & curriculum-aligned lessons PreK-6 in all subject areas.	USD 11,919.38
PL - Professional Development - Single Session	One virtual professional development session from the PD catalog. Professional Learning Services expire 12 months from purchase.	USD 475.00
	TOTAL:	USD 12,394.38

For more information on funding resources, please review our Funding Guide.

Key Contacts

Admin Sponsor
Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress

Name:	Traci Landry	Email:	tlandry@hershey.k12.pa.us
Title:	**Director of Professional Learning**	Phone:	717-557-9160

Seesaw Lead
Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract

Seesaw

Order Form Number: Q-54191

Name: Traci Landry
Email: tlandry@hershey.k12.pa.us
Title: Director of Professional Learning
Phone: 717-557-9160

Tech Lead (Who can help set up your school?)
Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name: Traci Landry
Email:
Title:
Phone:

Billing Contact - Accounts Payable (Who will pay the invoice?)
Receives invoices. Point of contact on payment-related matters.

Name: Krista Dickerson
Email: ap@hershey.k12.pa.us
Title: Purchasing
Phone:

School Address

Address: 30 East Granada Ave
City: Hershey
State: PA
Zip/Post Code: 17033

Purchase Order Information

PO Number (if required): TBD

Seesaw

Order Form Number: Q-54191

Tax Information

Is your school or district tax exempt?
YES

If yes, please provide your tax ID number
76-22175-5

Terms and Conditions

Upon signing by Customer and submission to
https://web.seesaw.me/
or your sales representative, this Order Form shall become legally binding unless this Order Form is rejected by Seesaw Learning, Inc. for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form.

Sales and use tax, if applicable, will be shown on your invoice. Tax exempt customers will be asked to provide proof of exemption. Total amount does not include sales/value added/applicable withholding taxes as required by local jurisdiction. If Seesaw is responsible for collecting and remitting taxes, the taxes will be invoiced to customer, unless customer provides Seesaw with a valid tax exemption certificate authorized by the appropriate taxing authority.

This Order Form is governed by the terms of the Seesaw Learning, Inc. Terms of Service ("Terms") found
https://seesaw.com/terms-of-service
unless (i) Customer has a written Terms of Service executed by Seesaw Learning, Inc. for the Services, in which case such written terms of service will govern or (ii) otherwise set forth herein. By signing below, the parties agree to be bound by the Terms

.

Customer		**Seesaw Learning, Inc.**	
Company:	Derry Township School District	Signature:	
Signature:		Name:	
Name	Lindsay K. Drew	Title:	
Title:	President, School Board	Date:	
Date:	June 9, 2025		
Email:	ap@hershey.k12.pa.us		

QUOTATION

fieldwallpads.com

SPORTSGRAPHICS

YOUR SAFETY & IMAGE SPECIALISTS

1791 Page Ave Clarion, IA 50525 (800) 257-6405

Sales Office Fax: (515) 532-7039 www.sportsgraphicsinc.com

Quote Number: 81929

Quote Date: Apr 14, 2025

Page: 1

Quoted To:

HERSHEY HS-HERSHEY, PA
550 HOMESTEAD RD
HERSHEY, PA 17033

If Ordering, please verify or complete fields bel

Shipping Contact _____
Shipping Phone _____
A/P Contact _____
A/P Email _____

Customer ID	Good Thru	Payment Terms	Sales Rep
HERSHEY HS, PA	5/14/25	Net 30 Days	ANDY KACHURE

Qty	Item	Description	Unit Price	Amount
		WALL PADDING REPLACEMENT PROJECT		
		WRESTLING MAT HOIST WALL		
19.00	PN 6X4	PANEL 6X4	145.00	2,755.00
1.00	PN 6X3	PANEL 6X3	140.00	140.00
8.00	PN 6X2	PANEL 6X2	95.00	760.00
4.00	PN CORNER CHARGE 6'	ADDITIONAL CHARGE FOR 6' HIGH CORNER	30.00	120.00
4.00	PN COLUMN CHARGE 6'	ADDITIONAL CHARGE FOR 6' HIGH COLUMN	60.00	240.00
6.00	PN DP 6X4	HIGH RESOLUTION DIGITAL PRINT	190.00	1,140.00
22.00	Z-CLIPS (2) SETS	(2) SETS OF Z-CLIP ATTACHMENTS----PRICE IS PER PANEL (UP TO 4' WIDE)	40.00	880.00
		ADD-A-YEAR BANNER WALL		
10.00	PN 6X4	PANEL 6X4	145.00	1,450.00
8.00	PN 6X3	PANEL 6X3	140.00	1,120.00
6.00	PN 6X2	PANEL 6X2	85.00	510.00
4.00	PN CORNER CHARGE 6'	ADDITIONAL CHARGE FOR 6' HIGH CORNER	30.00	120.00
4.00	PN COLUMN CHARGE 6'	ADDITIONAL CHARGE FOR 6' HIGH COLUMN	60.00	240.00
6.00	PN DP 6X4	HIGH RESOLUTION DIGITAL PRINT	190.00	1,140.00
1.00	CO-100	CUT OUTS FOR PANELS, CORNERS, AND COLUMNS	40.00	40.00
22.00	Z-CLIPS (2) SETS	(2) SETS OF Z-CLIP ATTACHMENTS----PRICE IS PER PANEL (UP TO 4' WIDE)	40.00	880.00
		DOOR PADS		
16.00	PN 4X2	PANEL 4X2	65.00	1,040.00
1.00	FREIGHT	SHIPPING AND HANDLING	2,500.00	2,500.00
1.00	INSTALLATION	INSTALLATION AND CLEAN UP AS WELL AS	2,400.00	2,400.00

QUOTE PRICING SUBJECT TO CHANGE BASED ON INFORMATION PROVIDED.

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

QUOTATION

fieldwallpads.com

SPORTSGRAPHICS
YOUR SAFETY & IMAGE SPECIALISTS
1791 Page Ave Clarion, IA 50525 (800) 257-6405
Sales Office Fax: (515) 532-7039 www.sportsgraphicsinc.com

Quote Number: 81929

Quote Date: Apr 14, 2025

Quoted To:
HERSHEY HS-HERSHEY, PA 550 HOMESTEAD RD HERSHEY, PA 17033

If Ordering, please verify or complete fields bel

Shipping Contact _____
Shipping Phone _____
A/P Contact _____
A/P Email _____

Customer ID	Good Thru	Payment Terms	Sales Rep
HERSHEY HS, PA	5/14/25	Net 30 Days	ANDY KACHURE

Qty	Item	Description	Unit Price	Amount
1.00	NOTE:	EDUCATION ON CARE & USE OF PRODUCT. REMOVAL (ONLY) OF EXISTING PADS. DISPOSAL BY OWNER.	1,200.00	1,200.00
1.00	NOTE:	COSTAR #: 0000412702		

Subtotal	18,675.00
Sales Tax	
TOTAL	**18,675.00**

QUOTE PRICING SUBJECT TO CHANGE BASED ON INFORMATION PROVIDED.

Board approved 6/9/25 Michele Agee, Board Secretary

SERVICE AGREEMENT
NON-HAZARDOUS WASTES

Waste Management
Eastern Pennsylvania
230 Wohlsen Way
Lancaster, PA 17603
Phone: 800-869-5566 Fax: 717-394-2110

CUSTOMER ACCOUNT
SIC CODE: 8211 - Elementary and secondary schools
LIBRARY
EFFECTIVE DATE: 07.01.2025
LAST API DATE

ACCOUNT NAME	Derry Township School District - High School	BILLING NAME	Derry Township School District
SERVICE ADDRESS	550 Homestead Rd.	BILLING ADDRESS	PO Box 898
ADDRESS #2		ADDRESS #2	
CITY / STATE / ZIP	Hershey / PA / 17033	CITY / STATE / ZIP	Hershey / PA / 17033
PHONE / FAX	717.508.9616 /	PHONE / FAX	717.534.2501 /
CONTACT	Linda Figueroa	CONTACT	Accounts Payable
E-MAIL		E-MAIL	
MOBILE PHONE	None	MOBILE PHONE	
COUNTY	DAUPH - Dauphin County	COUNTY	
MUNICIPALITY		MUNICIPALITY	

No — Are the Service and Billing addresses the same?

New Service

Reason	System	Quantity	Size	Waste Type	Lids, Locks, Wheels	Ownership	Frequency	M	T	W	TH	F	S	Extra Pickup Rate	Charge(s) *	
REN	FL	1	8FL	MSW		WM	5x wk								$ 820.00	per Month
REN	FL	1	8FY	gle Stream F		WM	3x wk								$ 140.00	per Month
															$ -	per Month
															$ -	per Month
															$ -	per Month
															$ -	per Month
														Total	$ 960.00	per Month

Old Service

Reason	System	Quantity	Size	Waste Type	Lids, Locks, Wheels	Ownership	Frequency	M	T	W	TH	F	S	Extra Pickup Rate	Charge(s) *	
															$ -	per Month
															$ -	per Month
															$ -	per Month
															$ -	per Month
															$ -	per Month
															$ -	per Month

To be completed, if applicable. Any blanks or unfilled or unmarked boxes or spaces shall be deemed to be inapplicable and not affect the validity of this Agreement:

Container pull/push out required?	N/A
Container behind gate or enclosure?	N/A
Customer's Waste Materials does not exceed an average weight of	lbs/yard

Net Change $ 960.00 per Month

*** A fuel surcharge and environmental cost recovery charge, calculated as a percentage of the Charge(s) will be included on your invoice. *Information about the Fuel/Environmental Charge can be found on our website www.wm.com under billing inquiry.* State and Local taxes, if applicable, will also be added to the Charges.**

SPECIAL INSTRUCTIONS

Rate firm 12 months. See exhibit A for Services and Rates.

PO Number	N/A	Renewable	N/A
Job Number	N/A	Term	12 Months
		Bill-To Acct#	N/A
		Disposal Site	
		Perm/Temp	Permanent

Schedule of Charges as Required*

Service Charges per Month	$ 960.00
Minimum Charge per Month/Rental	$ -
Delivery Charge	$ -
Relocation Charge	$ -
Trip Charge	$ -
Container Exchange Charge	$ -
Removal Fee	$ -
Casters	$ -
Locks	$ -
Taxable	No
Minimum Tonnage Amount	No Minimum

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE SECOND PAGE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

TERMS: DUE UPON RECEIPT

CUSTOMER (Derry Township School District - High School)

(Authorized Signature)

President, School Board — June 9, 2025
(Title) (Date)

NAME (Print or Type) Lindsay K. Drew

COMPANY (Waste Management)

(Authorized Signature)

Fuhrman, Brian
(Sales Person Name) (Date)

(Paperwork Completed By)

ELSA Version: 11/26/08

Account Number	Name	Reason	System	Quantity	Size	Waste Type	Lids, Locks, Wheels	Frequency	M	T	W	TH	F	S	SU	Extra Pickup Rate	Charge(s)	
611-197989	DERRY TWP SCHOOLS ELEMENTARY	REN	FL	1	8FL	MSW		5x wk								$65.00	$ 820.00	per Month
		REN	FL	1	8FY	ingle Stream RY		3x wk								$65.00	$ 140.00	per Month
																		per Month
611-206440	DERRY TWP SCHOOLS MAINTENANCE	REN	FL	1	8FL	MSW		2x wk								$65.00	$ 328.00	per Month
																		per Month
																		per Lift
611-198859	DERRY TWP SCHOOLS NEW MIDDLE	REN	FL	1	6FL	MSW		5x wk								$50.00	$ 603.00	per Lift
		REN	FL	1	6FY	ingle Stream RY		3x wk								$50.00	$ 140.00	per Month
																		per Month
611-206407	DERRY TWP SCHOOLS PSU MED	REN	FL	1	8FL	MSW		3x wk								$65.00	$ 330.00	per Month
																		per Month
611-252968	DERRY TWP SCHOOLS- BASEBALL	REN	FL	1	8FL	MSW		EOW - E								$65.00	$ 150.00	per Month
																		per Month
611-206536	DERRY TWP SD GRENADA GYM TEM	REN	FL	1	8FL	MSW		3x wk								$65.00	$ 412.61	per Month
		RBA	FL	1	8FY	ingle Stream RY		1x wk								$65.00	$ 90.75	per Month
																		per Month
																		per Month

WASTE MANAGEMENT

SERVICE AGREEMENT
NON-HAZARDOUS WASTES

Commercial Service Agreement
Terms And Conditions

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste and Recyclable Materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, but Customer shall complete a Waste Profile for such Special Waste which has been approved by Company in writing. Recyclable Materials shall include any type of material that can be recycled or recovered whether separated or not separated from other Waste Materials prior to collection. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Waste Materials provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. TERM. The term ("Term") of this Agreement is thirty-six (36) months from the Effective Date set forth above ("Initial Term"), which shall automatically renew thereafter for additional terms of thirty-six (36) months each ("Renewal Term") unless either party gives to the other party written notice (See Section 10(e)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term.

3. SERVICES GUARANTY; CUSTOMER TERMINATION. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 10(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement for the remaining Term.

4. CHARGES; PAYMENTS; ADJUSTMENTS. Upon receipt of an invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the Charges on the first page, as it may be adjusted over the term of this Agreement as noted herein (the "Charges"). Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes or modifications to, or differences between, the actual equipment and services provided by Company to Customer and the agreed upon Equipment/Service specifications on the first page, (b) any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the first page; (c) for any increase in or other modification to its fuel or environmental cost recovery charges; (d) to cover any increases in disposal and/or third party transportation costs; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the first page, Customer's Last API Date) for increases in the Consumer Price Index plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (e) above may include an amount for Company's operating or gross profit margin. Company also reserves the right to charge Customer additional fees if the following additional services are provided to Customer: Enclosure Charge, Services on High Demand Days, Pull/Push Out Services, Container Relocation Fee, or Seasonal Restart Fee. In the event Company adjusts the Charges as provided in this Section 4, Customer and Company agree that this Agreement as so adjusted will continue in full force and effect for the remaining Term.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a NSF fee, both to the maximum extent allowed by applicable law. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment.

5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's property resulting from the provision of services.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Term for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: (a) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly Charges multiplied by six; (b) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly Charges multiplied by the number of months remaining in the Term; (c) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly Charges multiplied by three; or (d) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly Charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Customer shall pay liquidated damages of $100 for every Customer waste tire that is found at the disposal facility.

8. INDEMNITY. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a subsidiary of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

9. RIGHT OF FIRST REFUSAL. Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

10. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested. (f) Any blanks or unfilled or unmarked boxes or spaces on this first page shall be deemed to be inapplicable and not affect the validity of this Agreement. (g) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (h) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

DERRY TOWNSHIP SCHOOL DISTRICT

Final Budget for General Fund Approval Resolution

RESOLVED, by the Board of School Directors of Derry Township School District, as follows:

1. The proposed Final Budget of the School District for the 2025-2026 fiscal year on form PDE-2028 as presented to the School Board is adopted as a Final Budget for the School District General Fund in the amount of $79,364,278.

I certify that the foregoing is a true and correct copy of a resolution adopted by the Board of School Directors at a meeting thereof legally held on June 9, 2025.

Dated: June 9, 2025

Board President

Board Secretary

FINAL GENERAL FUND BUDGET

Fiscal Year 2025-2026

General Fund Budget Approval

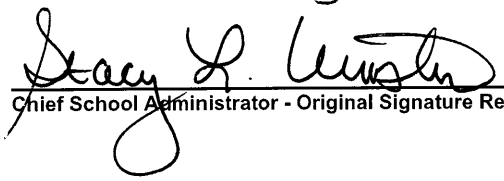
Date of Adoption of the General Fund Budget:



President of the Board - Original Signature Required — June 9, 2025 — Date



Secretary of the Board - Original Signature Required — June 9, 2025 — Date



Chief School Administrator - Original Signature Required — June 9, 2025 — Date

Carol Pitts — Contact Person

(717)534-2501 — Telephone — Extn :3252 — Extension

cpitts@hershey.k12.pa.us — Email Address

CERTIFICATION OF USE OF PDE-2028

FOR PUBLIC INSPECTION OF 2025-2026 PROPOSED BUDGET

24 PS 6-687(a)(1)

(03/2006)

School District Name :	County :	AUN Number :
Derry Township SD	Dauphin	115221753

Section 687(a)(1) of the School Code requires the president of the board of school directors of each school district to certify to the Department of Education that the proposed budget was prepared, presented and will be made available for public inspection using the uniform form prepared and furnished by the Department of Education.

I hereby certify that the above information is accurate and complete.

SIGNATURE OF SCHOOL BOARD PRESIDENT	DATE
	5/5/25

DUE DATE: IMMEDIATELY FOLLOWING ADOPTION OF PROPOSED FINAL GENERAL FUND BUDGET

CERTIFICATION OF ESTIMATED ENDING FUND BALANCE
FROM 2025-2026 GENERAL FUND BUDGET

24 PS 6-688

(10/2010)

SCHOOL DISTRICT :	COUNTY :	AUN :
Derry Township SD	Dauphin	115221753

No school district shall approve an increase in real property taxes unless it has adopted a budget that includes an estimated, ending unreserved undesignated fund balance (unassigned) less than the specified percentage of its total budgeted expenditures:

Total Budgeted Expenditures	Fund Balance % Limit (less than)
Less Than or Equal to $11,999,999	12.0%
Between $12,000,000 and $12,999,999	11.5%
Between $13,000,000 and $13,999,999	11.0%
Between $14,000,000 and $14,999,999	10.5%
Between $15,000,000 and $15,999,999	10.0%
Between $16,000,000 and $16,999,999	9.5%
Between $17,000,000 and $17,999,999	9.0%
Between $18,000,000 and $18,999,999	8.5%
Greater Than or Equal to $19,000,000	8.0%

Did you raise property taxes in SY 2025-2026 (compared to 2024-2025)?

Yes x

No

If yes, see information below, taken from the 2025-2026 General Fund Budget.

Total Budgeted Expenditures	$79364278
Ending Unassigned Fund Balance	$6023344
Ending Unassigned Fund Balance as a percentage (%) of Total Budgeted Expenditures	7.58%

The Estimated Ending Unassigned Fund Balance is within the allowable limits.

Yes x

No

I hereby certify that the above information is accurate and complete.

SIGNATURE OF SUPERINTENDENT	DATE
Stacy L. Lunsford	6/10/25

DUE DATE: AUGUST 15, 2025

Val Number	Description	Justification
1010	Budget Approval Date is required before submission on Contact Screen and cannot be a future date.	
8080	Ending Fund Balance Entry and Budgetary Reserve: If 0850 Estimated Ending Unassigned Fund Balance is not equal to 0, a justification must be entered below.	Amount needed for four weeks operating expenses.
8150	Ending Fund Balance Entry and Budgetary Reserve: If 0830 Committed Fund Balance is not equal to 0, a justification must be entered below.	These funds are committed for Capital Reserve Elementary School Building Project, Retirement, and Health Benefits.

ITEM	AMOUNTS	
Estimated Beginning Unreserved Fund Balance Available for Appropriation and Reserves Scheduled For Liquidation During The Fiscal Year		
0810 Nonspendable Fund Balance	203,406	
0820 Restricted Fund Balance		
0830 Committed Fund Balance	13,130,000	
0840 Assigned Fund Balance		
0850 Unassigned Fund Balance	6,149,679	
Total Estimated Beginning Unreserved Fund Balance Available for Appropriation and Reserves Scheduled For Liquidation During The Fiscal Year		**$19,279,679**
Estimated Revenues And Other Financing Sources		
6000 Revenue from Local Sources	57,751,462	
7000 Revenue from State Sources	17,210,612	
8000 Revenue from Federal Sources	888,347	
9000 Other Financing Sources	3,357,522	
Total Estimated Revenues And Other Financing Sources		**$79,207,943**
Total Estimated Fund Balance, Revenues, and Other Financing Sources Available for Appropriation		**$98,487,622**

	Amount
REVENUE FROM LOCAL SOURCES	
6111 Current Real Estate Taxes	41,667,682
6112 Interim Real Estate Taxes	300,000
6113 Public Utility Realty Taxes	46,000
6114 Payments in Lieu of Current Taxes - State / Local	1,100,000
6140 Current Act 511 Taxes - Flat Rate Assessments	150,000
6150 Current Act 511 Taxes - Proportional Assessments	10,840,000
6400 Delinquencies on Taxes Levied / Assessed by the LEA	1,730,000
6500 Earnings on Investments	1,100,000
6700 Revenues from LEA Activities	160,000
6800 Revenues from Intermediary Sources / Pass-Through Funds	322,780
6910 Rentals	60,000
6940 Tuition from Patrons	75,000
6990 Refunds and Other Miscellaneous Revenue	200,000
REVENUE FROM LOCAL SOURCES	**$57,751,462**
REVENUE FROM STATE SOURCES	
7111 Basic Education Funding-Formula	6,047,778
7271 Special Education funds for School-Aged Pupils	1,651,372
7311 Pupil Transportation Subsidy	547,000
7312 Nonpublic and Charter School Pupil Transportation Subsidy	58,000
7320 Rental and Sinking Fund Payments / Building Reimbursement Subsidy	85,580
7330 Health Services (Medical, Dental, Nurse, Act 25)	65,000
7340 State Property Tax Reduction Allocation	1,169,570
7360 Safe Schools	200,430
7531 Ready to Learn-Foundation	285,774
7532 Ready to Learn-Adequacy Supplement	30,108
7810 State Share of Social Security and Medicare Taxes	1,300,000
7820 State Share of Retirement Contributions	5,770,000
REVENUE FROM STATE SOURCES	**$17,210,612**
REVENUE FROM FEDERAL SOURCES	
8514 Title I - Improving the Academic Achievement of the Disadvantaged	448,573
8515 Title II - Preparing, Training, and Recruiting High Quality Teachers and Principals	64,432
8517 Title IV - 21st Century Schools	39,742
8810 School-Based Access Medicaid Reimbursement Program (SBAP) Reimbursements (Access)	335,600
REVENUE FROM FEDERAL SOURCES	**$888,347**

	Amount
OTHER FINANCING SOURCES	
9350 Enterprise Fund Transfers	1,300,000
9390 Permanent Fund Transfers	2,057,522
OTHER FINANCING SOURCES	**$3,357,522**
TOTAL ESTIMATED REVENUES AND OTHER SOURCES	**79,207,943**

Act 1 Index (current): 4.0%

Calculation Method:

	Rate
Approx. Tax Revenue from RE Taxes:	**$41,667,682**
Amount of Tax Relief for Homestead Exclusions	**$1,169,570**
Total Approx. Tax Revenue:	**$42,837,252**
Approx. Tax Levy for Tax Rate Calculation:	**$44,072,867**

		Dauphin	Total
	2024-25 Data		
	a. Assessed Value	$2,123,461,000	$2,123,461,000
	b. Real Estate Mills	20.3387	
I.	**2025-26 Data**		
	c. 2023 STEB Market Value	$3,173,232,547	$3,173,232,547
	d. Assessed Value	$2,166,946,100	$2,166,946,100
	e. Assessed Value of New Constr/ Renov	$0	$0
	2024-25 Calculations		
	f. 2024-25 Tax Levy (a * b)	$43,188,436	$43,188,436
	2025-26 Calculations		
	g. Percent of Total Market Value	100.00000%	100.00000%
II.	h. Rebalanced 2024-25 Tax Levy (f Total * g)	$43,188,436	$43,188,436
	i. Base Mills Subject to Index (h / a * 1000) if no reassessment (h / (d-e) * 1000) if reassessment	20.3387	
	Calculation of Tax Rates and Levies Generated		
	j. Weighted Avg. Collection Percentage	97.12000%	97.12000%
	k. Tax Levy Needed (Approx. Tax Levy * g)	$44,072,867	$44,072,867
	I. 2025-26 Real Estate Tax Rate (k / d * 1000)	**20.3387**	
III.	m. Tax Levy Generated by Mills (l / 1000 * d)	$44,072,867	$44,072,867
	n. Tax Levy minus Tax Relief for Homestead Exclusions (m - Amount of Tax Relief for Homestead Exclusions)		$42,903,297
	o. Net Tax Revenue Generated By Mills (n * Est. Pct. Collection)		$41,667,682

Act 1 Index (current): 4.0%

Calculation Method:

	Rate
Approx. Tax Revenue from RE Taxes:	**$41,667,682**
Amount of Tax Relief for Homestead Exclusions	**$1,169,570**
Total Approx. Tax Revenue:	**$42,837,252**
Approx. Tax Levy for Tax Rate Calculation:	**$44,072,867**

		Dauphin	Total
	Index Maximums		
	p. Maximum Mills Based On Index (i * (1 + Index))	21.1522	
	q. Mills In Excess of Index (if (l > p), (l - p))	0.0000	
	r. Maximum Tax Levy Based On Index (p / 1000 * d)	$45,835,677	$45,835,677
IV.	s. Millage Rate within Index? (If l > p Then No)	Yes	
	t. Tax Levy In Excess of Index (if (m > r), (m - r))	$0	$0
	u.Tax Revenue In Excess of Index (t * Est. Pct. Collection)	$0	$0

	Information Related to Property Tax Relief		
	Assessed Value Exclusion per Homestead	$10,814.00	
V.	Number of Homestead/Farmstead Properties	5320	5320
	Median Assessed Value of Homestead Properties		$165,000

Act 1 Index (current): 4.0%

Calculation Method:	**Rate**
Approx. Tax Revenue from RE Taxes:	**$41,667,682**
Amount of Tax Relief for Homestead Exclusions	**$1,169,570**
Total Approx. Tax Revenue:	**$42,837,252**
Approx. Tax Levy for Tax Rate Calculation:	**$44,072,867**

	Dauphin			**Total**
State Property Tax Reduction Allocation used for: Homestead Exclusions	$1,169,570	Lowering RE Tax Rate	$0	$1,169,570
Prior Year State Property Tax Reduction Allocation used for: Homestead Exclusions	$0			$0
Amount of Tax Relief from State/Local Sources				**$1,169,570**

CODE

6111 Current Real Estate Taxes

County Name	Taxable Assessed Value	Real Estate Mills	Tax Levy Generated by Mills		Amount of Tax Relief for Homestead Exclusions		Tax Levy Minus Homestead Exclusions		Percent Collected		Net Tax Revenue Generated By Mills
Dauphin	2,166,946,100	20.3387	44,072,867						97.12000%		
Totals:	**2,166,946,100**		**44,072,867**	-	1,169,570	=	42,903,297	X	97.12000%	=	41,667,682

		Rate			Estimated Revenue
6120	Current Per Capita Taxes, Section 679	$0.00			0
6140	Current Act 511 Taxes – Flat Rate Assessments	Rate	Add'l Rate (if appl.)	Tax Levy	Estimated Revenue
6141	Current Act 511 Per Capita Taxes	$0.00	$0.00	0	0
6142	Current Act 511 Occupation Taxes – Flat Rate	$0.00	$0.00	0	0
6143	Current Act 511 Local Services Taxes	$5.00	$0.00	150,000	150,000
6144	Current Act 511 Trailer Taxes	$0.00	$0.00	0	0
6145	Current Act 511 Business Privilege Taxes – Flat Rate	$0.00	$0.00	0	0
6146	Current Act 511 Mechanical Device Taxes – Flat Rate	$0.00	$0.00	0	0
6149	Current Act 511 Taxes, Other Flat Rate Assessments	$0.00	$0.00	0	0
	Total Current Act 511 Taxes – Flat Rate Assessments			**150,000**	**150,000**
6150	Current Act 511 Taxes – Proportional Assessments	Rate	Add'l Rate (if appl.)	Tax Levy	Estimated Revenue
6151	Current Act 511 Earned Income Taxes	0.500%	0.000%	6,600,000	6,600,000
6152	Current Act 511 Occupation Taxes	250.00000	0.000	1,740,000	1,740,000
6153	Current Act 511 Real Estate Transfer Taxes	0.500%	0.000%	1,000,000	1,000,000
6154	Current Act 511 Amusement Taxes	0.500%	0.000%	1,500,000	1,500,000
6155	Current Act 511 Business Privilege Taxes	0.000	0.000	0	0
6156	Current Act 511 Mechanical Device Taxes – Percentage	0.000%	0.000%	0	0
6157	Current Act 511 Mercantile Taxes	0.000	0.000	0	0
6159	Current Act 511 Taxes, Other Proportional Assessments	0	0	0	0
	Total Current Act 511 Taxes – Proportional Assessments			**10,840,000**	**10,840,000**
	Total Act 511, Current Taxes				**10,990,000**
		Act 511 Tax Limit -->	**3,173,232,547 X**	**12**	**38,078,791**
			Market Value	**Mills**	**(511 Limit)**

Tax Function	Description	Tax Rate Charged in: 2024-25 (Rebalanced)	Tax Rate Charged in: 2025-26	Percent Change in Rate	Less than or equal to Index	Index	Additional Tax Rate Charged in: 2024-25 (Rebalanced)	Additional Tax Rate Charged in: 2025-26	Percent Change in Rate	Less than or equal to Index
6111	Current Real Estate Taxes									
	Dauphin	20.3387	20.3387	0.00%	Yes	4.0%				
	Current Act 511 Taxes – Flat Rate Assessments									
6143	Current Act 511 Local Services Taxes	$5.00	$5.00	0.00%	Yes	4.0%				
	Current Act 511 Taxes – Proportional Assessments									
6151	Current Act 511 Earned Income Taxes	0.500%	0.500%	0.00%	Yes	4.0%				
6152	Current Act 511 Occupation Taxes	250.00000	250.00000	0.00%	Yes	4.0%				
6153	Current Act 511 Real Estate Transfer Taxes	0.500%	0.500%	0.00%	Yes	4.0%				
6154	Current Act 511 Amusement Taxes	0.500%	0.500%	0.00%	Yes	4.0%				

Description	Amount
1000 Instruction	
1100 Regular Programs - Elementary / Secondary	33,132,817
1200 Special Programs - Elementary / Secondary	10,475,414
1300 Vocational Education	1,678,348
1400 Other Instructional Programs - Elementary / Secondary	163,903
1500 Nonpublic School Programs	20,536
1700 Higher Education Programs for Secondary Students	150,000
Total Instruction	**$45,621,018**
2000 Support Services	
2100 Support Services - Students	2,403,163
2200 Support Services - Instructional Staff	3,460,130
2300 Support Services - Administration	4,510,993
2400 Support Services - Pupil Health	1,259,129
2500 Support Services - Business	908,614
2600 Operation and Maintenance of Plant Services	7,744,068
2700 Student Transportation Services	3,600,718
2800 Support Services - Central	1,994,671
2900 Other Support Services	105,646
Total Support Services	**$25,987,132**
3000 Operation of Non-Instructional Services	
3200 Student Activities	2,235,426
3300 Community Services	12,774
Total Operation of Non-Instructional Services	**$2,248,200**
5000 Other Expenditures and Financing Uses	
5100 Debt Service / Other Expenditures and Financing Uses	286,116
5200 Interfund Transfers - Out	5,221,812
Total Other Expenditures and Financing Uses	**$5,507,928**
Total Estimated Expenditures and Other Financing Uses	**$79,364,278**

Description	Amount
1000 Instruction	
1100 Regular Programs - Elementary / Secondary	
100 Personnel Services - Salaries	17,465,875
200 Personnel Services - Employee Benefits	11,595,765
300 Purchased Professional and Technical Services	859,885
400 Purchased Property Services	519,647
500 Other Purchased Services	1,242,001
600 Supplies	1,279,195
700 Property	87,021
800 Other Objects	83,428
Total Regular Programs - Elementary / Secondary	**$33,132,817**
1200 Special Programs - Elementary / Secondary	
100 Personnel Services - Salaries	4,152,671
200 Personnel Services - Employee Benefits	2,803,435
300 Purchased Professional and Technical Services	2,344,660
400 Purchased Property Services	249
500 Other Purchased Services	985,147
600 Supplies	185,613
800 Other Objects	3,639
Total Special Programs - Elementary / Secondary	**$10,475,414**
1300 Vocational Education	
100 Personnel Services - Salaries	643,720
200 Personnel Services - Employee Benefits	447,607
400 Purchased Property Services	2,650
500 Other Purchased Services	540,596
600 Supplies	38,014
800 Other Objects	5,761
Total Vocational Education	**$1,678,348**
1400 Other Instructional Programs - Elementary / Secondary	
100 Personnel Services - Salaries	45,180
200 Personnel Services - Employee Benefits	19,338
300 Purchased Professional and Technical Services	65,000
500 Other Purchased Services	6,400
600 Supplies	23,825
800 Other Objects	4,160
Total Other Instructional Programs - Elementary / Secondary	**$163,903**
1500 Nonpublic School Programs	
300 Purchased Professional and Technical Services	20,536
Total Nonpublic School Programs	**$20,536**
1700 Higher Education Programs for Secondary Students	
500 Other Purchased Services	150,000
Total Higher Education Programs for Secondary Students	**$150,000**
Total Instruction	**$45,621,018**

Description	Amount
2000 Support Services	
2100 Support Services - Students	
100 Personnel Services - Salaries	1,442,524
200 Personnel Services - Employee Benefits	892,776
300 Purchased Professional and Technical Services	20,000
500 Other Purchased Services	1,810
600 Supplies	42,108
800 Other Objects	3,945
Total Support Services - Students	**$2,403,163**
2200 Support Services - Instructional Staff	
100 Personnel Services - Salaries	1,795,435
200 Personnel Services - Employee Benefits	1,418,793
300 Purchased Professional and Technical Services	94,675
400 Purchased Property Services	1,262
500 Other Purchased Services	40,328
600 Supplies	77,057
700 Property	10,000
800 Other Objects	22,580
Total Support Services - Instructional Staff	**$3,460,130**
2300 Support Services - Administration	
100 Personnel Services - Salaries	2,349,367
200 Personnel Services - Employee Benefits	1,506,320
300 Purchased Professional and Technical Services	386,629
400 Purchased Property Services	36,822
500 Other Purchased Services	72,547
600 Supplies	104,240
700 Property	5,000
800 Other Objects	50,068
Total Support Services - Administration	**$4,510,993**
2400 Support Services - Pupil Health	
100 Personnel Services - Salaries	706,058
200 Personnel Services - Employee Benefits	492,158
300 Purchased Professional and Technical Services	41,995
400 Purchased Property Services	2,806
600 Supplies	13,738
700 Property	1,299
800 Other Objects	1,075
Total Support Services - Pupil Health	**$1,259,129**
2500 Support Services - Business	
100 Personnel Services - Salaries	493,688
200 Personnel Services - Employee Benefits	285,890
400 Purchased Property Services	17,337
500 Other Purchased Services	36,000
600 Supplies	46,000
800 Other Objects	29,699

Description	Amount
Total Support Services - Business	**$908,614**
2600 Operation and Maintenance of Plant Services	
100 Personnel Services - Salaries	2,444,523
200 Personnel Services - Employee Benefits	1,963,616
300 Purchased Professional and Technical Services	183,650
400 Purchased Property Services	1,167,234
500 Other Purchased Services	348,464
600 Supplies	1,386,586
700 Property	216,858
800 Other Objects	33,137
Total Operation and Maintenance of Plant Services	**$7,744,068**
2700 Student Transportation Services	
100 Personnel Services - Salaries	1,488,404
200 Personnel Services - Employee Benefits	1,160,467
300 Purchased Professional and Technical Services	10,328
400 Purchased Property Services	19,000
500 Other Purchased Services	670,814
600 Supplies	246,650
700 Property	1,400
800 Other Objects	3,655
Total Student Transportation Services	**$3,600,718**
2800 Support Services - Central	
100 Personnel Services - Salaries	643,266
200 Personnel Services - Employee Benefits	372,530
300 Purchased Professional and Technical Services	116,831
400 Purchased Property Services	18,000
500 Other Purchased Services	189,492
600 Supplies	646,852
800 Other Objects	7,700
Total Support Services - Central	**$1,994,671**
2900 Other Support Services	
500 Other Purchased Services	52,146
800 Other Objects	53,500
Total Other Support Services	**$105,646**
Total Support Services	**$25,987,132**
3000 Operation of Non-Instructional Services	
3200 Student Activities	
100 Personnel Services - Salaries	1,041,055
200 Personnel Services - Employee Benefits	484,487
300 Purchased Professional and Technical Services	253,135
400 Purchased Property Services	76,500
500 Other Purchased Services	117,204
600 Supplies	146,909
700 Property	69,500

Description	Amount
800 Other Objects	46,636
Total Student Activities	**$2,235,426**
3300 Community Services	
100 Personnel Services - Salaries	7,569
200 Personnel Services - Employee Benefits	3,205
600 Supplies	2,000
Total Community Services	**$12,774**
Total Operation of Non-Instructional Services	**$2,248,200**
5000 Other Expenditures and Financing Uses	
5100 Debt Service / Other Expenditures and Financing Uses	
900 Other Uses of Funds	286,116
Total Debt Service / Other Expenditures and Financing Uses	**$286,116**
5200 Interfund Transfers - Out	
900 Other Uses of Funds	5,221,812
Total Interfund Transfers - Out	**$5,221,812**
Total Other Expenditures and Financing Uses	**$5,507,928**
TOTAL EXPENDITURES	**$79,364,278**

Cash and Short-Term Investments	06/30/2025 Estimate	06/30/2026 Projection
General Fund	19,163,975	18,960,406
Public Purpose (Expendable) Trust Fund		
Other Comptroller-Approved Special Revenue Funds		
Athletic / School-Sponsored Extra Curricular Activities Fund		
Capital Reserve Fund - § 690, §1850		
Capital Reserve Fund - § 1431	4,295,141	4,445,141
Other Capital Projects Fund	17,479,233	14,480,000
Debt Service Fund		
Food Service / Cafeteria Operations Fund	893,658	895,000
Child Care Operations Fund		
Other Enterprise Funds	1,300,000	
Internal Service Fund		
Private Purpose Trust Fund	1,267,825	640,000
Investment Trust Fund		
Pension Trust Fund		
Activity Fund		
Other Agency Fund		
Permanent Fund	53,436,838	51,380,000
Total Cash and Short-Term Investments	**$97,836,670**	**$90,800,547**

Long-Term Investments	06/30/2025 Estimate	06/30/2026 Projection
General Fund		
Public Purpose (Expendable) Trust Fund		
Other Comptroller-Approved Special Revenue Funds		
Athletic / School-Sponsored Extra Curricular Activities Fund		
Capital Reserve Fund - § 690, §1850		
Capital Reserve Fund - § 1431		
Other Capital Projects Fund		
Debt Service Fund		
Food Service / Cafeteria Operations Fund		
Child Care Operations Fund		
Other Enterprise Funds		
Internal Service Fund		
Private Purpose Trust Fund		
Investment Trust Fund		
Pension Trust Fund		
Activity Fund		
Other Agency Fund		

Long-Term Investments	06/30/2025 Estimate	06/30/2026 Projection
Permanent Fund		
Total Long-Term Investments		
TOTAL CASH AND INVESTMENTS	**$97,836,670**	**$90,800,547**

Long-Term Indebtedness	06/30/2025 Estimate	06/30/2026 Projection
General Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total General Fund		
Public Purpose (Expendable) Trust Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Public Purpose (Expendable) Trust Fund		
Other Comptroller-Approved Special Revenue Funds		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Other Comptroller-Approved Special Revenue Funds		
Athletic / School-Sponsored Extra Curricular Activities Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Athletic / School-Sponsored Extra Curricular Activities Fund		

Long-Term Indebtedness	06/30/2025 Estimate	06/30/2026 Projection
Capital Reserve Fund - § 690, §1850		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Capital Reserve Fund - § 690, §1850		
Capital Reserve Fund - § 1431		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Capital Reserve Fund - § 1431		
Other Capital Projects Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Other Capital Projects Fund		
Debt Service Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Debt Service Fund		

Long-Term Indebtedness	06/30/2025 Estimate	06/30/2026 Projection
Food Service / Cafeteria Operations Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Food Service / Cafeteria Operations Fund		
Child Care Operations Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Child Care Operations Fund		
Other Enterprise Funds		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Other Enterprise Funds		
Internal Service Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Internal Service Fund		

Long-Term Indebtedness	06/30/2025 Estimate	06/30/2026 Projection
Private Purpose Trust Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Private Purpose Trust Fund		
Investment Trust Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Investment Trust Fund		
Pension Trust Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Pension Trust Fund		
Activity Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Activity Fund		

Long-Term Indebtedness	06/30/2025 Estimate	06/30/2026 Projection
Other Agency Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Other Agency Fund		
Permanent Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right-To-Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Permanent Fund		
Total Long-Term Indebtedness		

Short-Term Payables	06/30/2025 Estimate	06/30/2026 Projection
General Fund	25,364,762	21,843,762
Public Purpose (Expendable) Trust Fund		
Other Comptroller-Approved Special Revenue Funds		
Athletic / School-Sponsored Extra Curricular Activities Fund		
Capital Reserve Fund - § 690, §1850		
Capital Reserve Fund - § 1431		
Other Capital Projects Fund		
Debt Service Fund		
Food Service / Cafeteria Operations Fund		
Child Care Operations Fund		
Other Enterprise Funds		
Internal Service Fund		
Private Purpose Trust Fund		
Investment Trust Fund		
Pension Trust Fund		
Activity Fund		
Other Agency Fund		
Permanent Fund		
Total Short-Term Payables	**$25,364,762**	**$21,843,762**
TOTAL INDEBTEDNESS	**$25,364,762**	**$21,843,762**

Account	Description	Amounts
0810	Nonspendable Fund Balance	203,406
0820	Restricted Fund Balance	
0830	Committed Fund Balance	13,100,000
0840	Assigned Fund Balance	
0850	Unassigned Fund Balance	6,023,344
Total Ending Fund Balance - Committed, Assigned, and Unassigned		**$19,123,344**

5900 Budgetary Reserve

Total Estimated Ending Committed, Assigned, and Unassigned Fund Balance and Budgetary Reserve	**$19,326,750**

DERRY TOWNSHIP SCHOOL DISTRICT

2025-2026 Homestead and Farmstead Exclusion Resolution

RESOLVED, by the Board of School Directors of Derry Township School District, that homestead and farmstead exclusion real estate tax assessment reductions are authorized for the school year beginning July 1, 2025, under the provisions of the Homestead Property Exclusion Program Act (part of Act 50 of 1998) and the Taxpayer Relief Act (Act 1 of 2006), as follows:

1. **Aggregate amount available for homestead and farmstead real estate tax reduction.** The following amounts are available for homestead and farmstead real estate tax reduction for the school year beginning July 1, 2025:

a. **Gambling tax funds.** The Pennsylvania Department of Education (PDE) has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.505(b), as a property tax reduction allocation funded by gambling tax funds, the amount of $1,142,076.

b. **Prior year under-distribution of property tax reduction funds.** Funds are available for property tax reduction as a result of an undistributed amount remaining from property tax reduction funds PDE paid to the School District in the 2024-2025 school year. This amount from the prior year will add to the property tax reduction allocation for this school year the amount of $0.

c. **Philadelphia tax credit reimbursement funds**. PDE has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.324(3), as reimbursement for Philadelphia tax credits claimed against the School District earned income tax by School District resident taxpayers, the amount of $27,494.

d. **Aggregate amount available.** Adding these amounts, the aggregate amount available during the school year for real estate tax reduction is $1,169,570.

2. **Homestead/farmstead numbers.** Pursuant to Act 50, 54 Pa. C.S. § 8584(i), and Act 1, 53 P.S. § 6926.341(g)(3), the County has provided the School District with a certified report listing approved homesteads and approved farmsteads as follows:

a. **Homestead property number.** The number of approved homesteads within the School District is 5,312.

b. **Farmstead property number.** The number of approved farmsteads within the School District is 8.

c. **Homestead/farmstead combined number.** Adding these numbers, the aggregate number of approved homesteads and approved farmsteads is 5,320.

3. **Real estate tax reduction calculation.** The school board has decided that the homestead exclusion amount and the farmstead exclusion amount shall be equal. Dividing the paragraph 1(d) aggregate amount available during the school year for real estate tax reduction of

$1,169,570 by the paragraph 2(c) aggregate number of approved homesteads and approved farmsteads of 5,320 (before considering the assessed value of approved homesteads and approved farmsteads having an assessed value below the preliminary calculation of the maximum real estate assessed value reduction amount to be established as the homestead and farmstead exclusion amount), the preliminary calculation of the maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is $219.83.

Based on calculation provided by the School District Business Office from the best available information and carefully evaluated by the School Board, considering the assessed value of approved homesteads and approved farmsteads having an assessed value below the preliminary calculation of the maximum real estate assessed value reduction amount to be established as the homestead exclusion and the farmstead exclusion amount, an additional aggregate amount of $522 will be available during the school year for real estate tax reduction applicable to approximately 5,314 homesteads and farmsteads, resulting in an additional real estate tax reduction amount available for each homestead and farmstead of $0.10. Adding this additional amount to the preliminary calculation of the maximum real estate tax reduction amount of $219.83, the final maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is $219.93.

Homestead exclusion calculation. Dividing the paragraph 3 maximum real estate tax reduction amount of $219.93 by the School District real estate tax rate of 20.3387 mills, the maximum real estate assessed value reduction to be reflected on tax notices as a homestead exclusion for each approved homestead is $10,814, and the maximum real estate assessed value reduction to be reflected on tax notices as a farmstead exclusion for each approved farmstead is $10,814.

4. **Homestead/farmstead exclusion authorization – July 1 tax bills.** The tax notice issued to the owner of each approved homestead within the School District shall reflect a homestead exclusion real estate assessed value reduction equal to the lesser of: (a) the County-established assessed value of the homestead, or (b) the paragraph 4 maximum real estate assessed value reduction of $10,814. The tax notice issued to the owner of each approved farmstead within the School District shall reflect an additional farmstead exclusion real estate assessed value reduction equal to the lesser of (a) the County-established assessed value of the farmstead, or (b) the paragraph 4 maximum real estate assessed value reduction of $10,814. For purposes of this Resolution, "approved homestead" and "approved farmstead" shall mean homesteads and farmsteads listed in the report referred to in paragraph 2 above and received by the School District from the County Assessment Office on or before May 1 pursuant to Act 1, 53 P.S. § 6926.341(g)(3), based on homestead/farmstead applications filed with the County Assessment Office on or before March 1. This paragraph 5 will apply to tax notices issued based on the initial tax duplicate used in issuing initial real estate tax notice for the school year, which will be issued on or promptly after July 1, and will not apply to interim real estate tax bills.

I certify that the foregoing is a true and correct copy of a resolution adopted by the Board of School Directors at a meeting thereof legally held on June 9, 2025.

DERRY TOWNSHIP SCHOOL DISTRICT

Dated: June 9, 2025

Board President

Board Secretary

DERRY TOWNSHIP SCHOOL DISTRCT

2025 Annual Tax Levy Resolution

A RESOLUTION AUTHORIZING THE 2025 SCHOOL REAL ESTATE TAX LEVY AND ADOPTION OF AN AMENDED PLAN FOR INSTALLMENT PAYMENT OF REAL ESTATE TAX UNDER THE TAXPAYER RELIEF ACT

RESOLVED, by the Board of School Directors of Derry Township School District, that taxes are levied for school purposes for the school year beginning July 1, 2025, and that an amended plan for the installment payment of real estate tax under the Taxpayer Relief Act, subject to the provisions of the Local Tax Collection Law as follows:

1. **Real estate tax.** Real estate tax of 20.3387 mills (or $2.03387 per $100 of assessment) on the assessed value of all real property taxable for school purposes in this School District. (Levied under School Code §§ 672 and 673.)

2. **Interim real estate tax.** Interim real estate tax of 20.3387 mills (or $2.03387 per $100 of assessment) on the assessed value of taxable real property, as stated in interim real estate assessment notices, that constitutes construction of a building, an improvement to a building, or other improvement to real property, not otherwise exempt from taxation. The interim real estate tax is part of the real estate tax levy, and applies to the assessed value of taxable real property not included in the initial tax duplicate used in issuing initial real estate tax notices for the school year. Tax assessors are directed to inspect and assess all taxable real property in the School District to which any improvement has been made, and to give notice of change in assessed value as required by law. The interim real estate tax applies for that proportionate part of the School District fiscal year remaining after the property was improved. (Levied under School Code § 677.1.)

3. **Utility realty used to generate electricity.** The real estate tax and the interim real estate tax apply to all real property taxable for school purposes, including all property listed in the definition of "utility realty" under § 8101-A(3) of the Public Utility Realty Tax Act, that was classified in such definition as "utility realty" prior to January 1, 2000, and that was removed from such definition effective January 1, 2000, because used in generating electricity. The tax applies to such property to the maximum extent permissible under the Pennsylvania Constitution and the Public Utility Realty Tax Act.

4. **Tax due date/delinquent status.**

a. The real estate tax is due and payable on July 1, 2025, and this will be the date of the notice issued to the owner for the real estate other than interim real estate tax. School tax payments must be made in either installments or via a single full payment. Unless installment payment has been elected under the Derry Township School District Real Estate Tax Installment Payment Plan, the real estate tax is delinquent if not paid in full within four (4) months after the date of the tax notice issued to the owner – by October 31, 2025, for tax other than interim real estate tax.

b. The interim real estate tax is due and payable on the first day of the month after the month in which any improvement or addition to real property has been made. The interim real estate tax must be paid in full within four (4) months after the date of the tax notice issued to the owner.

5. **Discount and penalty.** All taxpayers are entitled to a discount of two percent (2%) from the amount of the real estate tax or interim real estate tax by making payment of the entire tax

amount within two (2) months after the date of the tax notice – by August 31, 2025, for tax other than interim real estate tax. Unless installment payment has been elected under the Derry Township School District Real Estate Tax Installment Payment Plan, a taxpayer will be charged a penalty of ten percent (10%) of the tax, which penalty will be added to the tax, if the tax is not paid in full within four (4) months after the date of the tax notice – by October 31, 2025, for tax other than interim real estate tax. (Discount and penalty rules established under Local Tax Collection Law, 72 P.S. § 5511.10).

6. **Severability.** The provisions of this resolution are severable and, if any section, clause, sentence, part or provision is determined to be illegal, invalid or unconstitutional, such determination will not affect or impair any of the remaining sections, clauses, sentences, parts or provisions of this resolution. It is declared to be the intent of this school district that this resolution would have been adopted even if any such illegal, invalid or unconstitutional section, clause, sentence, part or provision had not been included in this resolution.

7. **Continuation of other taxes.** The Board has previously imposed other taxes that do not require an annual levy. Without modifying or amending such taxes in any manner, the Board ratifies continuation of the following previously imposed taxes that do not require an annual levy:

a. **Real estate transfer tax.** Real estate transfer tax of 1.0%. (School District receives 0.5%, and municipality receives 0.5%. Levied under the Pennsylvania Real Estate Transfer Tax Act and the Local Tax Enabling Act, Act 511).

b. **Earned income and net profits tax.** Earned income and net profits tax of 1.0%. (School District receives 0.5%, and municipality receives 0.5%).

c. **Occupation.** Occupation flat tax of $250.00 for residents aged 19 to 65 who are employed and earn over $12,000.

d. **Local Services Tax.** Local Services Tax of $52 for all persons employed in the Township earning over $12,000.

e. **Amusement.** Amusement tax of 10% of the price of admission capped at eighty-five cents ($0.85). (School District receives 0.5%, and municipality receives 0.5%).

I certify that the foregoing is a true and correct copy of a resolution adopted by the Board of School Directors at a meeting thereof legally held on June 9, 2025.

DERRY TOWNSHIP SCHOOL DISTRICT

Dated: June 9, 2025

Board President

Board Secretary

(School District Seal)

DERRY TOWNSHIP SCHOOL DISTRICT
2025-2026 CAPITAL PLAN

		Vendor		Funding Source	Estimated Cost of Projects 2025 - 2026
Elementary School					
Elementary Project Architect Fees	Costs associated with project design, Act 34 hearings, etc	Crabtree Rohrbach & Associates		Bond Fund	2,250,692
Elementary Project Engineering	Civil Engineering and Landscape Architecture	Rettew		Bond Fund	173,861
Elementary Project	Owner's Representative	Fidevia		Bond Fund	86,150
Middle School					
Auditorium Upgrades	Lighting		Spring 2026	Cap Res/Grenada	$200,000
Replace S2 Controllers		PSx Inc.	Summer 2025	Cap Res/Grenada	$44,900
Switches/WiFi	eRate Project		Summer 2025	Cap Res/Grenada	$97,456
Curtain Display Refrigerators (4)			Summer 2025	Food Service Fd	$85,000
Window Caulking				Cap Res/Grenada	$55,000
Sprinkler Head Replacements		Berkshire Systems Group	Summer 2025	Cap Res/Grenada	$129,597
High School					
Fire Panel Upgrades	Phase 1 of 2		Summer 2025	Cap Res/Grenada	$58,984
Athletic Facilities					
Stadium Project			Winter/Spring 2026	Bond Fund	$3,300,000

DERRY TOWNSHIP SCHOOL DISTRICT
CAPITAL PLAN 2025 - 2026

Buildings and Grounds Building					
Roof			Spring 2026	Cap Res/Grenada	$326,175
Transportation					
Bus Replacement 25-26	5 buses in replacement cycle			Cap Res/Grenada	$700,000

Estimated Capital Reserve and Granada Fund Balances, 6/30/25	**3,300,000**
Estimated cost of 2025-2026 Capital Reserve and Grenada Fund Projects	(1,612,112)
Transfer from General Fund for 2024-25	1,000,000
Estimated Capital Reserve and Granada Fund Balances, 6/30/26	**2,687,888**

DERRY TOWNSHIP SCHOOL DISTRICT
CAPITAL PLAN
2025 - 2026

			2 Years 2026-27	3 Years 2027-28	4 Years 2028-29	5 Years 2029-30
Elementary School						
Elementary/ECC Project			$ 55,000,000.0	$ 55,000,000.0	$ 7,500,000.0	
Middle School						
Auditorium Upgrades	Sound	Summer 2026	$ 91,500.0			
CMU Wall Cracking			$ 40,000.0	$ 40,000.0	$ 40,000.0	$ 40,000.0
Lower Level Expansion Joint Cover			$ 60,000.0			
Terrazzo Flooring Caulking and Weatherstripping			$ 45,000.0			
Lighting Control Upgrades			$ 75,000.0			
Replace Fire Alarm System/Panel				$ 400,000.0		
Food Service Milk Cabinet Refrigerators			$ 10,000.0			
High School						
Fire Panel Upgrades	Phase 2 of 2	Summer 2026	$ 85,000.0			
Terrazzo Flooring Caulking and Weatherstripping			$ 45,000.0			
IT (CAD Labs/Phones)			$ 115,000.0			
ACT Replacement in Main Public Areas					$ 300,000.0	
Roofing Recoat			$ 2,600,000.0			
HVAC System Upgrades					$ 2,000,000.0	$ 3,350,000.0
Athletic Facilities						
322 Turf Field/Seating Replacement				$ 1,700,000.0		
Scoreboard (322 Turf)				$ 75,000.0		
Scoreboard (Pebble Beach)						$ 75,000.0
Districtwide						
IT Items			$ 185,000.0	$ 135,000.0	$ 315,000.0	$ 325,000.0
Transportation						
Bus Replacement	Vehicles in replacement cycle		$ 495,000.0	$ 840,000.0	$ 840,000.0	$ 1,055,000.0

RETTEW
We answer to you.
3020 Columbia Avenue, Lancaster, PA 17603● Phone: (800) 738-8395
E-mail: rettew@rettew.com ● Web site: rettew.com

PROJECT CHANGE ORDER/ADDENDUM

DATE:	June 3, 2025	**PROJECT #:**	0870701809
PROJECT NAME:	Stormwater Feasibility Study	**ADDENDUM #:**	03
WORK/CHANGE REQUESTED BY:	Dr. Stacy L. Winslow	**WORK/CHANGE RECEIVED BY:**	Melissa A. Kelly

WORK/CHANGE REQUESTED:

A. STORMWATER FEASIBILITY STUDY (PHASE 701)

RETTEW will:

1. Investigate up to five options for managing the stormwater and volume control for the new elementary school project. A concept design will be performed to assess the feasibility of each option. These five options include:
    a. Infiltration Facility
    b. Utilization of Existing Basins
    c. Spray Irrigation
    d. Green Roofs
    e. Stormwater Drainage Wells (Injection Wells)
2. Provide a report to include the following:
    a. Conceptual Designs
    b. Timelines
    c. Preliminary Cost Estimates (site related construction costs and design/engineering fees)
3. Assist the Derry Township School District (DTSD) with selecting an option.
4. Provide administration of the project with the DTSD, including two virtual meetings to review findings with DTSD.
5. The estimated fee includes time for the virtual meeting on May 21, 2025, and the General Services meeting on May 27, 2025.

Deliverable: Stormwater Feasibility Study Report

EXPENSES such as reprographic services, equipment fees, mileage, and overnight travel that are directly incidental to our professional services shall be invoiced to you at our standard rates; expenses from our vendors shall be invoiced at 1.15 times our cost. Expense costs will be in addition to the Professional Fees.

Estimated expenses for the above services associated with the project: $100.00

Total Proposed Fees for this Addendum: $24,000.00

TOTAL FOR THIS ADDENDUM:	$24,100.00	T&E NTE
ORIGINAL AGREEMENT AMOUNT DATED: July 15, 2024	$399,775.00	T&E/LS
TOTAL OF PREVIOUS ADDENDA:	$17,760.00	T&E/LS
AMENDED AGREEMENT AMOUNT:	$441,635.00	T&E/LS

If this addendum is satisfactory and acceptable and fully sets forth all the items of our understanding, please signify your acceptance by signing below. Please return a fully executed copy and retain a copy for your records. This document will then constitute our completed agreement.

This addendum will be subject to all the terms and conditions of our previous proposal and agreement dated July 15, 2025.

BY:	(CLIENT SIGNATURE)	**BY:**	(RETTEW SIGNATURE)
	Lindsay K. Drew (PRINTED NAME)		Melissa A. Kelly, RLA (PRINTED NAME)
TITLE:	President, School Board	**TITLE:**	Municipal Team Lead
DATE:	June 9, 2025	**DATE:**	June 3, 2025
		BY:	(RETTEW SIGNATURE) JAMES R. CALDWELL (PRINTED NAME)
		TITLE	SR. PROJECT MANAGER
		DATE:	6/12/25

Z:\Shared\Projects\08707\0870701809 - Elementary School\00 Contracts\02 Addenda\Addendum 03\Addendum 03.docx

2025-2026 Standing Committee Schedule

August 25, 2025	4:00	**General Services**	**February 9, 2026**	4:00	**Curriculum Council**
	5:00	**Finance**		5:00	**Policy**
September 8, 2025	4:00	**Curriculum Council**	**February 23, 2026**	4:00	**General Services**
	5:00	**Policy**		5:00	**Finance**
September 22, 2025	4:00	**OPEN**	**March 9, 2026**	4:00	**Curriculum Council**
	5:00	**Finance**		5:00	**OPEN**
October 6, 2025	4:00	**Curriculum Council**	**March 23, 2026**	4:00	**General Services**
(1st Monday)	5:00	**OPEN**		5:00	**Finance**
October 20, 2025	4:00	**General Services**	**April 7, 2026**	4:00	**Curriculum Council**
(3rd Monday)	5:00	**Finance**	(1st Tuesday)	5:00	**OPEN**
November 3, 2025	4:00	**Curriculum Council**	**April 20, 2026**	4:00	**General Services**
(1st Monday)	5:00	**Policy**	(3rd Monday)	5:00	**Finance**
November 17, 2025	4:00	**General Services**	**May 4, 2026**	4:00	**Curriculum Council**
(3rd Monday)	5:00	**Finance**	(1st Monday)	5:00	**Policy**
December 8, 2025	4:00	**Curriculum Council**	**May 18, 2026**	4:00	**General Services**
	5:00	**OPEN**	(3rd Monday)	5:00	**Finance**
January 12, 2026	4:00	**Curriculum Council**	**June 8, 2026**	4:00	**Curriculum Council**
	5:00	**Communications and Community**		5:00	**OPEN**
January 26, 2026	4:00	**General Services**	**June 22, 2026**	4:00	**OPEN**
	5:00	**Finance**		5:00	**Finance**

Curriculum: 1st meeting of each month at 4pm

Finance: 2nd meeting of each month at 5pm

Policy: 4 times per year

General Services: 8 times per year

Communications: 1 time per year

OPEN: 7 Spots

B&K **Rentals & Sales Co., Inc.**

15055 Marlboro Pike - Upper Marlboro - Maryland - 20772 Telephone: (301) 627-4950 Fax: (301) 627-4983
Website: BKRENTALS.COM

E-Mail: sales@bkrentals.com

LEASE AGREEMENT

Lease Number: 202504

This contract (hereinafter "Lease") is made this 28th day of March 2025, in Upper Marlboro, Maryland, pursuant to the terms and conditions stated herein, by and between Lessee, identified below, and B & K Rentals & Sales Co., Inc. (hereinafter "Lessor").

Identification of Lessee

Full legal name of Lessee: Derry Township School District

D/B/A Name: Derry Township School District

Billing Address: 30 E. Granada Avenue

City: Hershey County: _____ State: PA Zip Code: 17033

Business Phone: (____) - _____

Authorized Representative: John Fready

Email: jfready@hershey.k12.pa.us

Property Leased

Lessor hereby leases to Lessee and Lessee hereby rents from Lessor all those items of equipment and materials named and described in Schedule A (hereinafter the "Property") attached hereto and incorporated herein.

Lease Term

Lessor shall have adequate access to the location where its Property shall be installed and/or used on and after the TBD day of TBD, 2025 until the delivery and/or installation of the Property is completed. The installation of the Property by Lessee, if any, shall be substantially completed on or before the start of the football season 2025.

Rental Payments

The rental fee is a flat fee of **$84,520.00** (hereinafter "Rental Fee"), plus any monetary obligations described in this Lease, if any. Partial payment of the Rental Fee in the amount of **$8,452.00** has been provided with Lessee's executed offer of this contract to Lessor. Should Lessor agree to this contract by signing it, Lessor is authorized to apply the said partial payment

to the Rental Fee. The remaining amount of the Rental Fee shall be due and payable to Lessor upon substantial completion of the delivery and installation, if any, of the Property. Under no circumstances shall Lessee be authorized to use or possession of the Property until the Rental Fee is paid in full. Any payment past due shall bear interest at the rate of eighteen (18%) percent per annum.

Miscellaneous Terms and Conditions

LOCATION AND CARE OF PROPERTY:
Lessee shall not, without the prior written consent of Lessor, permit any of the Property to be removed from the delivery/installation location of **Hershey High School, Hershey, PA** (hereinafter the "Site"). Lessee shall use the Property in a careful and proper manner and comply with all laws, ordinances and regulations relating to the possession, use and maintenance of the Property.

LESSOR'S RIGHT OF INSPECTION AND RIGHT TO PROTECT ITS PROPERTY:
Lessor shall, at all times during business hours or while the Property is in use, have the right to enter upon the Site for the purpose of inspecting the property or observing its use. Until the Rental Fee is paid in full, Lessor shall also have the right to use self-help to prevent Lessee and all others from using or possessing the Property.

DELIVERY AND ACCEPTANCE OF PROPERTY:
Lessee shall provide adequate access to the Site for Lessor's equipment, vehicles and personnel, so as to allow for proper delivery and/or installation of the Property. Once Lessor notifies Lessee's authorized representative that the delivery or installation, if any, of the Property is substantially complete or once the Rental Fee is paid in full, whichever occurs first, Lessee shall have 24 hours to notify Lessor in writing of any apparent defect in Lessor's performance of its obligations under this Lease up to that point in time. Thereafter, Lessee shall not be heard to complaint in any litigation or proceeding between the parties to this Lease that Lessor's apparent performance up to that point was defective in any fashion not identified in such a timely writing.

RISK OF LOSS:
Lessee assumes the risk of loss for the Property from any cause, and agrees to return it to Lessor in as good a condition as when received, normal wear and tear excepted. In the event of loss or damage to any of the Property, Lessee, at the option of Lessor, shall replace the same with like Property in good repair or pay the replacement cost of the Property to Lessor within thirty (30) days from the date such loss or damage is reported to Lessee's authorized representative.

INDEMNIFICATION:
If any person (including employees of Lessee or employees of Lessor) suffers injury or death or any property is damaged, lost or destroyed, as a result, in whole or in part, of Lessee's acts or omissions, whether or not involving negligence of Lessee, its employees, agents or contractors, Lessee assumes the liability herefor and shall indemnify and hold harmless therefrom Lessor and its agents, servants, employees and sureties. With respect to any action involving Lessee's acts or omissions, (1) Lessee shall at its own expense defend Lessor and all other indemnified persons, and (2) Lessee shall pay all costs and expenses, including attorneys' fees, of, and satisfy all judgments entered against, Lessor and all other indemnified persons. Nothing herein shall

preclude Lessor from participating in any such defense. Lessee's assumption of liability herein is in addition to assumption of any other liability on account of or in any way related to any other contracts, provisions, clauses or agreements concerning the Property or the Site.

In the event that Lessee or any of its agents, employees, suppliers, or contractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items belonging to or under the control of Lessor, Lessee shall be liable to Lessor for any loss or damage (including personal injury or death) which may arise from such use, except where such loss or damage shall be due solely to the negligence of Lessor operating Lessor-owned or Lessor-leased equipment.

Lessee's assumption of liability is independent from and not limited in any manner by any insurance coverage, if any, otherwise required or available. Lessor has reduced the otherwise fair and reasonable fee it would have charged for this lease by $100.00 as specific consideration for the indemnification provisions provided for herein.

PERMITS, TAXES AND FEES:
Lessee shall pay all license fees, assessments and sales, use, amusement or other taxes imposed on the Property by reason of the Lessee's possession or use of the Property. Lessee shall obtain, at its own expense, all necessary permits for the installation, maintenance and use of the leased Property.

ASSIGNMENT:
Lessee shall not assign or convey any interest in this Lease or the Property without Lessor's written consent and confirmation of the same.

COMPLETE AGREEMENT/INTERPRETATION/TIME:
This Lease contains the entire agreement between the parties hereto with respect to the matters covered herein. It shall not be amended or modified except by a writing signed by Lessor and Lessee. No other agreements, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. It is the intent of the parties that all terms of this lease are to be considered as complementary. However, in the event that such an interpretation is not possible, the order of precedence shall be the term that creates the higher standard or greater requirement for Lessee. Time is of the essence with regard to this Lease.

SEVERABILITY:
If any provision herein is determined to be invalid, it shall be considered deleted and shall not invalidate the remaining provisions.

OWNERSHIP OF THE PROPERTY:
The Property is and at all times shall remain the sole Property of Lessor, and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease.

CHOICE OF LAW:
This Lease shall be governed by and construed in accord with the laws of the State of Maryland and the only proper venues for suits concerning this lease shall be the Circuit Courts for Prince George's, Charles or Calvert counties in the State of Maryland.

Witness the hands and seals of Lessor and Lessee:

LESSOR:
B&K Rentals & Sales Company, Inc.

By:_____[Seal]
John W. Bunting – President

LESSEE:

By:_____[Seal]

Schedule A

156', 16-row bleacher with a 4' elevation and 8'6" front walkway. The unit will have one ADA ramp at the end of walkway and stairs on each end turned to the rear. Unit depth is 38'6". Net seating of 1,524 people

Bleachers are constructed of tubular steel understructure with aluminum floor decks with plywood inserts, and aluminum seats. The unit will be meshed to a height of 6' in blue mesh.

There will be a platform on the rear of bleacher 36'x12'x15'6" high. This will allow for access to the platform off two vertical aisles. This platform will have 10'x25' canopy with white sidewalls on three sides.

Bleacher Cost:	$54,560.00
Platform, canopy and sidewall:	$12,200.00

Visitors Side
114', 7-row bleacher with a 4' elevation and a 6' front walkway with a net seating of 496, one ramp, and one stair. The unit depth is 18'
Cost: $17,760.00

A certified engineered drawing on the structure will be provided.
Due to the configuration of the structure, it will be the responsibility of the customer to remove the sidewall during inclement weather.
This contract must be signed and returned within 30 days.
It is the responsibility of the Lessee to verify the length and depth of areas where bleachers are to be installed to ensure adequate space is available.

EDULINK
Software Solutions for Schools

EDULINK, INC.
8050 Rowan Rd
Cranberry Township, PA 16066
USA
+17245539354
info@edulinksolutions.com
www.edulinksolutions.com

INVOICE

BILL TO
Derry Township School District
30 E. Granada Avenue
Hershey, PA 17033

INVOICE # SR2009839
DATE 07/01/2025
DUE DATE 07/31/2025
TERMS Net 30

SALES REP
PF/SS

CYCLE
3

ACTIVITY	QTY	RATE	AMOUNT
PAETEP:PAETEP PA-ETEP - Electronic Teacher Evaluation Portal NOTE: This is a three year fee covering the period from 7/1/25 to 6/30/28.	1	25,800.00	25,800.00
PAETEP:PAETEP SLO/SPM/IEP Module PA-ETEP SLO/SPM/IEP Module NOTE: This is a three year fee covering the period from 7/1/25 to 6/30/28.	1	8,600.00	8,600.00
PAETEP:PAETEP DS Module - NEW PA-ETEP DS Module NOTE: This is a three year fee covering the period from 7/1/25 to 6/30/28.	1	8,600.00	8,600.00
PAETEP:PAETEP - Custom Forms Module PAETEP - Custom Forms Module NOTE: This is a three year fee covering the period from 7/1/25 to 6/30/28.	1	8,600.00	8,600.00
PAETEP:PAETEP Principal and NTPE Module PA-ETEP Principal and NTPE Module NOTE: This is a three year fee covering the period from 7/1/25 to 6/30/28.	1	0.00	0.00
PAETEP:PAETEP - Support Staff Module PAETEP - Support Staff Module 200 Support Staff Users	1	6,540.00	6,540.00

ATTENTION:

To avoid interruption of service, please make payment on this invoice asap!

If you have any questions regarding this invoice, please contact info@edulinksolutions.com

ACTIVITY	QTY	RATE	AMOUNT
NOTE: This is a three year fee covering the period from 7/1/25 to 6/30/28.			
Services 5% Multi-year discount	1	-2,907.00	-2,907.00

Thank you for choosing EduLink for your software solutions! Please visit our website at www.edulinksolutions.com

BALANCE DUE **$55,233.00**

Board approved 6/9/25
Michele Agee, Board Secretary

ATTENTION:

To avoid interruption of service, please make payment on this invoice asap!

If you have any questions regarding this invoice, please contact info@edulinksolutions.com

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PSA Renewal_Derry Township School District_859522_July_2025_ - CPQ-883355

Planned Service Agreement



Johnson Controls Fire Protection LP
195 Limekiln Road
New Cumberland PA17070
USA

Proposal Presented On:
03-19-2025

The Power behind your mission

Johnson Controls

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SERVICE SOLUTION

Customer #: 859522
Derry Township School District
Date: 19-Mar-25
Proposal #: CPQ-883355
Term: 1-Jul-25 to 30-Jun-28
External Contract #: 10314546 R01-JAN-2025
Subscription ERP #:

Billing Customer:
Derry Township School District
Maintenance Bldg
30 C E Granada Ave
HERSHEY, PA 17033-0000

Service Location:
Derry Township School District
450 Homestead Rd # R,Early Childhood Center
Hershey, PA 17033-1351

Johnson Controls Fire Protection LP
Sales Representative:
Lauren Taylor
195 Limekiln Road
New Cumberland PA 17070
lauren.angeline.taylor@jci.com

INVESTMENT SUMMARY

(***Service Solution Valid for 30 Days***)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-FA-SMPLX 4100/4020			
SIMPLEX PROGRAMMABLE FIRE ALARM SYSTEM	**Est. First Inspection: June**		
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery Test (each)	2	Annual	
Annunciator	1	Annual	
Smoke Detector Conventional	30	Annual	
Duct Detector Conventional	39	Annual	
Pull Station	21	Annual	
FIRE ALARM EXPERT SERVICE OFFER Total:			$4,545.00

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SERVICE SOLUTION

Customer #: 859522
Derry Township School District
Date: 19-Mar-25
Proposal #: CPQ-883355
Term: 1-Jul-25 to 30-Jun-28
External Contract #: 10314753 R01-JAN-2025
Subscription ERP #:

Billing Customer:
Derry Township School District
Maintenance Bldg
30 C E Granada Ave
HERSHEY, PA 17033-0000

Service Location:
Derry Township School Dist
550 Homestead Rd,Hershey High School
Hershey, PA 17033-1311

Johnson Controls Fire Protection LP
Sales Representative:
Lauren Taylor
195 Limekiln Road
New Cumberland PA 17070
lauren.angeline.taylor@jci.com

INVESTMENT SUMMARY

(***Service Solution Valid for 30 Days***)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-FA-SMPLX 4100/4020			
SIMPLEX PROGRAMMABLE FIRE ALARM SYSTEM	**Est. First Inspection: June**		
Main Fire Alarm Panel	1	Annual	
Smoke Sensor Addressable	4	Annual	
Duct Detector Conventional	78	Annual	
Pull Station	51	Annual	

FIRE ALARM EXPERT SERVICE OFFER Total: $6,445.00

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

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Johnson Controls

SERVICE SOLUTION

SUMMARY OF SERVICES

FIRE ALARM EXPERT SERVICE OFFER

SYSTEM-FA-SMPLX 4100/4020

FIRE ALARM PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR FIRE ALARM SYSTEMS:
The Expert Plan covers inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Includes component replacement on the central processing unit, including reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (smoke detectors, pull stations, audible/ visible units, door contacts, etc.) associated with system. Includes general service labor Monday through Friday 8am-5pm. Includes battery replacement of listed batteries every 3 years per manufactures' recommendation. Replacement of the entire fire alarm panel, faulty wiring and/or ground faults are not covered. Excludes normal wear, force majeure, moves/adds/changes, abuse, misuse, accident, improper operation or maintenance or any other event, act or omission outside of the control of Johnson Controls.

DOCUMENTATION:
Accessible components and devices logged for:
-Location of each device tested, including system address or zone location
-Test results and applicable voltage readings
-Any discrepancies found will be noted
Inspection documentation provided to Customer NOTE: Certain additional services may be required by the Authority Having Jurisdiction. Internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Smoke Detector Cleaning Up To

SYSTEM-FA-SMPLX 4100/4020

DETECTOR CLEANING SMOKE DETECTORS:
Accessible smoke detection devices will be cleaned using manufacturer's recommended procedures. Devices may be dismantled to expose the smoke chamber (where applicable.) NOTE: Certain types of analog smoke sensors will be cleaned as needed per panel readings. Inspector will determine the actual devices to be cleaned based on visual inspection or panel readings.

Smoke Detector Sensitivity Testing

SYSTEM-FA-SMPLX 4100/4020

SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:
Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Ex cludes duct smoke detectors.

Customer Portal (Basic)

SYSTEM-FA-SMPLX 4100/4020

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Basic Customer Portal functionality will be provided.

Remote Service Support

SYSTEM-FA-SMPLX 4100/4020
Remote Service Support package includes telephone support Monday through Friday, 8:00 am ET to 8:00 pm ET. Our technical support specialists have extensive experience to help troubleshoot problems with Fire Alarm Systems, Connected Sprinkler Systems and S ecurity Systems including CCTV and access control. Common scenarios include timer test issues, clear/reset trouble conditions or add/delete user codes. Our technicians' focus on resolution will help ensure your service levels are successfully met while at the same time reducing the required on-site technical assistance. To reach one of our support specialists, please dial 800-746-7539.

The RSS team cannot help with the disqualifying conditions such as reconnecting or adding devices, damaged wiring, damaged equipment, or remounting devices.

Panel Battery Replacement and Disposal Large (50-110AH)

SYSTEM-FA-SMPLX 4100/4020
Batteries will be removed, replaced and disposed of in an environmentally friendly manner

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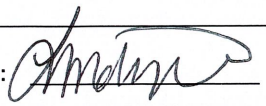
SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Derry Township School District** and is effective **1-Jul-25** (the "Effective Date") to **30-Jun-28** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

Signature : 

Date : June 9, 2025

PAYMENT TERMS: *Net 30*

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

PAYMENT AMOUNT: $10,990.00 - Proposal #: CPQ-883355

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	07/01/2025 - 06/30/2026	$10,990.00
2	07/01/2026 - 06/30/2027	$11,319.70
3	07/01/2027 - 06/30/2028	$11,659.29

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

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

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Johnson Controls

SERVICE SOLUTION

Multi Year Contract Rider
AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials: [ ]

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email () , payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

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

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

PO is required to facilitate billing:

☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

Derry Township School District		**Johnson Controls Fire Protection LP**	
Signature:		Authorized Signature:	
Print Name:	Lindsay K. Drew	Print Name:	
Title:	President, School Board	Title:	
Phone #:	717-534-2501	Phone #:	
Fax #:		Fax #:	
Email:	ap@hershey.k12.pa.us	License #: (if applicable)	
Date:	June 9, 2025	Date:	

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TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement shall automatically extend for successive terms equal to the same length as the Initial Term unless Customer or Company gives written notice to the other that it does not want to renew at least sixty (60) days prior to the end of the then-current term (each a ("Renewal Term").The Initial Term and any Renewal Term may be referred to herein as the "Term."

2. **Payment and Invoicing**. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due thirty (30) days from the date of invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to Company's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms. Customer agrees to issue and send a purchase order to Company at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Company. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate

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is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. If this Agreement is renewed, Company will provide Customer with notice of any adjustments in the contract price applicable to any Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. If this Agreement extends beyond one year, Company may increase prices upon notice to Customer.

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

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or**

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other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

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

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

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

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

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury,

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death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

JCI may terminate the Services immediately upon notice to the Customer if JCI, in its sole discretion determines that the Customer's premises are unsafe to be accessed by JCI'S employees or subcontractors. JCI may terminate the Services upon notice to the Customer, if Customer does not follow JCI's recommendations for updates and upgrades to the equipment and systems.

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

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

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

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

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

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

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

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

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer.Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. **Other Services**.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Serviceseach means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist Company in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your Company sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart

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device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay Company at Company's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Company shall not be responsible for any injury, loss, or damage caused by any act or omission of Company related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at www.johnsoncontrols.com/techterms

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

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

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LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

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

D. **No modification**. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. **Customer's Duties**. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises

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and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

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

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

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

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

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

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

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

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

iii. Derived Local Channel. The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR

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

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

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

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by

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Company. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. ***EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.***

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

19. **Software and Digital Services.**

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

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited

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

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

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

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

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

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

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as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

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

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

27. Termination. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. For termination prior to the end of the Term, Customer agrees to pay Company, in addition to any outstanding fees and charges for Service(s) rendered prior to termination, 50% of the charges for Services remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Company with reasonable access to the premises to remove any Company property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Company may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

Upon notice to the customer, Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes. If Company receives an excessive number of false alarms, Company may terminate this Agreement and discontinue any Services, and seek to recover damages. If the equipment or system continuously sends signals that Company reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Company in receiving and/or responding to these signals and/or Company may at its sole discretion terminate monitoring services under this Agreement upon notice to the Customer. Company may terminate this Agreement and discontinue any Service(s), if Company's central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Company is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Company's CMC and/or the Municipal Fire or Police Department or other first responder. Company may terminate the Services immediately upon notice to the Customer if Company, in its sole discretion, determines the premises in which the Equipment or system is installed is unsafe,

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unsuitable, or so modified or altered as to render continuation of Service(s) impractical or impossible. Company may terminate the Services upon notice to the Customer, if Customer fails to follow Company's recommendations for the repair or replacement of parts of the system or Equipment not covered under the warranty or Service.

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

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

30. One-Year Limitation on Actions; Forum Choice of Law.

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

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

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

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

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

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

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

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

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

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

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of thealarm system, the alarm company shall thoroughlyinstruct the purchaser in the proper use of the alarmsystem. Failure by the licensee, without legal excuse,to substantially commence work within 20 days fromthe approximate date specified in the agreementwhen the work will begin is a violation of the AlarmCompany Act: NY Licensed by N.Y.S. Department ofthe State: TX Texas Commission on Private Security,5805 N. Lamar Blvd., Austin, 78752-4422,512-424-7710.License numbers available atwww.johnsoncontrols.com or contact your local Johnson Controls office.

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Johnson Controls Fire Protection LP
195 Limekiln Road
New Cumberland , PA 17070

Johnson Controls Fire Protection LP Quotation

To:
Derry Township School District
Po Box 898
Hershey, PA 17033-0898

Project: Hershey High School Facp - CPQ-121490
Johnson Controls Reference: 650121490
Proposal #: 1
Date: 05/08/2025

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

Sales Contact Information:

Thayne Gouse
Owner Account Rep
717-943-0410
Thayne.R.Gouse@jci.com

Scope of Work
Note This quote is good for 60Days from 05/09/2025

Johnson Controls Fire Protection LP (JCI) *is pleased to provide the following proposal for the project known as:* **[Hershey High School Facp]**

1. *For this proposal,* **JCI** *will only be responsible for the material and equipment necessary to meet this design. It is JCI's understanding that the Scope represents the work to be accomplished in its entirety and no additional work or materials is expected or required.*

1. **JCI Scope of Work:**

- JCI to replace the End of life 4020 FACP with a New 4100es
- Add smoke above the Main panel
- Replace 10 pull stations, 14 Duct detectors, 2 smokes, 2 Iam, and 4 Riam that are not idnet compatible. The mapnet cards have been discontinued and are no longer available
- JCI to functionally test the system for proper functions.

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Johnson Controls Fire Protection LP
195 Limekiln Road
New Cumberland , PA 17070

- Customer Contact: Bob Bixler 717-327-7990 bbixler@hershey.k12.pa.us
- Site Address: 550 Homestead Rd Hershey, Pa 17033

1. **Inclusions**

THIS PROPOSAL INCLUDES ONLY THOSE ITEMS DENOTED BY "[X]":

[ ] Prevailing Wage Rates
[x] Equipment as listed
[x] Freight (F.O.B. shipping point)
[ ] Shop Drawings: **AUTO CAD FILES, WITH FIRE ALARM DEVICES SHOWN, MUST BE PROVIDED AT NO ADDITIONAL COSTS TO JCI**
[x] Installation of equipment, cable, raceway and boxes
[x] Installation of FACP
[x] Installation of Fire Alarm Devices
[ ] Device terminations
[ ] Panel terminations
[ ] PE Sealed Drawings
[x] Technical support including software programming
[ ] Permit
[ ] Inspection Fees
[ ] Payment/Performance Bonds
[x] 1 functional certification test of new devices
[ ] 1 AHJ test
[ ] 2 Hours of standard operation and maintenance training
[ ] Project coordination meetings
[x] Close out documentation
[ ] Interface to non-JCI provided equipment:
[x]ONE YEAR standard parts and equipment warranty
[ ] Fire Watch

1. **Clarifications:**
2. Additional devices may be deemed necessary by the AHJ and could result in additional cost.
3. All work is to be performed during the hours of **8:00 AM to 5:00 PM** Monday through Friday excluding company holidays.
4. Quotation is valid for a period of 60 days ONLY unless modified in writing by JCI.

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5. No asbestos or lead paint abatement is identified, expected or included in this contract.
6. **This quote includes estimated sales tax only. Any additional taxes, duties, tariffs, or similar items imposed prior to shipment will be charged**
7. All installed fiber should be installed and certified that all connectors and splices must meet or exceed the **TIA/ EIA-568-C.3***Optical Fiber Cabling Components Standard* for both loss and reflection using an Optical Time Domain Reflectometer (OTDR). JCI will not terminate any of our modules until certification test results are received and reviewed by JCI and are determined to meet these standards.
8. Jci is not responsible for patching and painting.

1. **Schedule Milestones:**
2. If submittals or shop-drawings are required: 10 business days to develop after booking, on average. For larger projects or projects that require expedited, please inquire for a more accurate time estimate.
3. A call will be generated to the customer and equipment will be released once booked in our system.

Your P.O. or contract will need to reference this proposal # and amount. Your P.O. Needs Made out to *Johnson Controls Fire Protection LP.* This proposal and its terms and condition shall take precedence. Your Purchase Order or contract is subject to review and must be mutually agreeable.

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

I trust that the above is understandable and to your satisfaction. Should you have any questions, please do not hesitate to contact me. Thank you for the opportunity to be of service.
Sincerely yours,

Thayne R Gouse

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Johnson Controls Fire Protection LP
195 Limekiln Road
New Cumberland , PA 17070

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QTY	MODEL NUMBER	DESCRIPTION
1	2975-9446	3 BAY BB/GDOOR/DRESS PNL PLAT
2	2081-9276	BATTERY 33AH
1	4603-9101	LCD ANNUNCIATOR
3	4098-9792	SENSOR BASE
3	4098-9714	PHOTO SENSOR
10	4099-9004	STATION-LED, SA ADDR
14	4098-9756	DUCT SENSOR HOUSING-4-WIRE
14	4098-9856	"SAMPLING TUBE 49"", PLASTIC"
14	2098-9806	REMOTE TEST STATION
4	4090-9008	DUAL RELAY IAM, IDNET

QTY	MODEL NUMBER	DESCRIPTION
	DSGN LAB	DESIGN LABOR
	CAD LAB	CAD LABOR
	PM LAB	PROJECT/CONSTRUCTION MGMT
	PREP LAB	PRE-SITE PREPARATION LABOR
	COMM LAB	COMMISSIONING LABOR
	INST LAB	INSTALLATION LABOR

QTY	MODEL NUMBER	DESCRIPTION
1	DPIM	INSTALLATION MATERIALS

QTY	MODEL NUMBER	DESCRIPTION
1	4100-9701	ES-PS MSTR CTRLR 2X40
1	41002153	3Bay Glass Dr Pkg Factory Only
1	41007905	FACTORY BUILT-MAIN CONFIGURED
3	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
1	41002163	INDICATOR ONLY 3 BAY SOLID
1	4100-2504	CS GATEWAY W/IP COM 4100 SIDE
1	4100-3117	MSTR CTLR IDNET2, FACTORY ONLY
4	4100-5450	NAC CARD
4	4100-0644	120V ES-PS PDM HARNESS
2	4100-0634	POWER DISTRIBUTION MODULE 120V

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1	4100-5131	ES-PS FAN MODULE
3	4100-5401	ES-PS POWER SUPPLY
2	4100-3209	8 PT 3A AUX RELAY CARD
16	4100-1279	2 BLANK DISPLAY MODULE
1	4100-0636	BOX TO BOX HARNESS KIT
2	4100-5128	BATTERY DIST TERM MODULE

Total net selling price, FOB shipping point, $58,984.00

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IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance.

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Proposal and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized by the parties in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress based billing can also include any services performed on-site or off-site. All invoices will be delivered via Email(), paid via Electronic Funds Transfer and are due Net 30 from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent upon Customer agreeing to these payment and invoicing terms.

Planned Monthly Progress Billing Schedule of Values

Item #	Description	%
1	Deposit	50%
2	Mobilization	10%
3	Engineering	TBD*
4	Material	TBD*
5	Installation	TBD*
6	Commissioning	TBD*

*To be mutually agreed upon in writing at a later date

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

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

PO is required to facilitate billing:

☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

Deposit Invoice accepted (___%):

☐ **No** ☐ **Yes**

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Offered By:	Accepted By: (Customer)
Johnson Controls Fire Protection LP	Company: Derry Township School District
195 Limekiln Road	Address: 30 East Granada Avenue, Hershey, PA 17033
	Signature:
New Cumberland , PA 17070	Title: President, School Board
Telephone:	Date: June 9, 2025
Representative:	
Email: thayne.r.gouse@jci.com	

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TERMS AND CONDITIONS
(Rev. 12.12.24)

1. Deposit, Invoicing and Payments. Customer agrees to pay Company pursuant to the progress-based billing schedule of values set forth in Company's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Company will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Company progress-based billing can also include any services performed on-site or off-site. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All invoices will be delivered via Email, paid via Electronic Funds Transfer and are due Net 30 days from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. 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 when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount.

Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer.

Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest.

Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

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

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with federal, state/ provincial, and local codes. Any additional services or

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equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. **It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

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

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Unless otherwise specified in this Agreement, any inspection (and, if specified, testing) provided under this Agreement does not include any maintenance, repairs, alterations, replacement of parts, or any field adjustments whatsoever, nor does it include the correction of any deficiencies identified by Company to Customer. Company shall not be responsible for equipment failure occurring while Company is in the process of following its inspection techniques, where the failure also results from the age or obsolescence of the item or due to normal wear and tear. This Agreement does not cover systems, equipment, components or PARTS THAT are below grade, behind walls or other obstructions or exterior to the building, electrical wiring, and piping.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are

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recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

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

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10.Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

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

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

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

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

13. Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in

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Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

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

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

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

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

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and

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Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the products for the customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the products.

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

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

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

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

27. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment,

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components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

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

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

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

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

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

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this

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Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

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

35. Software and Digital Services.

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

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

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

36. Electronic Media. 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. Company may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

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

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

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personnel under applicable law, Customer warrants and represents that it has obtained such consent.

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

40. LICENSE INFORMATION (US SECURITY SYSTEM CUSTOMERS): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501) 618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710.License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI’s discretion and requires final approval of a JCI authorized manager before any equipment/services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI’s only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l’assentiment du client.

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Tomlinson Bomberger Proposal

DERRY TWP SD 2025-26 ATHLETIC FIELD & COMMON AREA PROGRAM

TBLL SERVICE CODE					601	632	659	668	616	629	619	659	621	809	458	
COSTARS VENDOR # 325392	FLD #	TBLL #	Area (SF)	SOIL TEST	PRE-EMERGENT CRABGRASS CONTROL + FERTILIZER	PREVENTATIVE GRUB & SURFACE FEEDER CONTROL W ACELEPRYN	SPRING PLANT GROWTH REGULATOR	PRE/POST CRABGRASS + WEED CONTROL + FERTILIZER	PREVENTATIVE DISEASE CONTROL	SUMMER SLOW RELEASE FERTILIZER	FALL WEED CONTROL	FALL PLANT GROWTH REGULATOR - MS SOCCER ONLY	LATE FALL FERTILZER	AERATION & SEEDING 5 ACRES @ $721/A	IRRIGATION SHUT DOWN	FIELD TOTALS
			SPRING/SUMMER 2026						**SUMMER/FALL 2025**							
ATHLETIC FIELDS			653,400		$2,477	$3,951	$3,297	$2,690	$3,343	$1,656		$3,297	$1,671	$3,605	$1,306	**$27,293**
ATHLETIC FIELDS																**$0**
COMMON AREAS			2,047,320		$7,511			$8,150			$4,476		$5,237			**$25,374**
																$0
																$0
																$0
																$0
																$0
																$0
																$0
																$0
																$0
			PER ACRE													
Totals			**2,700,783**	**$0**	**$9,988**	**$3,951**	**$3,297**	**$10,840**	**$3,343**	**$1,656**	**$4,476**	**$3,297**	**$6,908**	**$3,605**	**$1,306**	**$52,667**

$52,667

Notes:

#1

#2

Client Signature

June 9, 2025

Date

BAS
SERVICE AGREEMENT

Trane Office
Trane U.S. Inc.
3909 TecPort Drive
Harrisburg, PA 17111

Trane Representative
Anthony Vizza
Cell: (717) 678-2082
Office: (717) 561-5400

Proposal ID
8090858

Master Agreement
8090858

Company Name
Derry Township School District
PO Box 898
Hershey, PA 17033-1703
John Fready

Site Address
Hershey High School
Hershey Middle Schol
Early Childhood Center
Hershey Elementary School

May 21, 2025

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EXECUTIVE SUMMARY

Connected Building Services

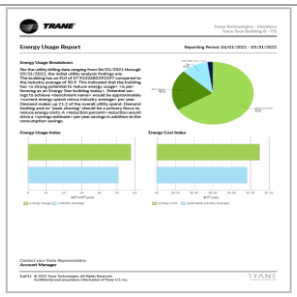


Gain a more proactive approach to maintaining and optimizing your building. Using your building's data and Trane's analytics, you'll receive dashboards in Trane Connect™ that help you understand how your building is performing. We can also establish an energy use and cost baseline, because the first step to improvement is knowing where things currently stand.

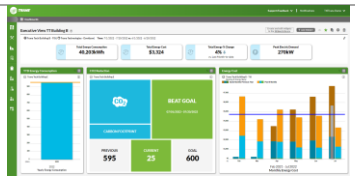
A data driven point of view…

- Trane® Connect™ is a secure, cloud-based customer portal to access your building systems for remote monitoring, building management and routine maintenance through the use of dashboards and other reports.
- Digital Analytics are running 24/7/365, collecting data from your connected equipment and better arming your technician with added insights into your building performance
- Understand how HVAC performance impacts your energy profile with utility data assessment
- Remote inspections to enhance until performance visibility and schedule o-demand virtual maintenance and troubleshooting as well as having more facts to asses operational decisions and service/maintenance trade-offs

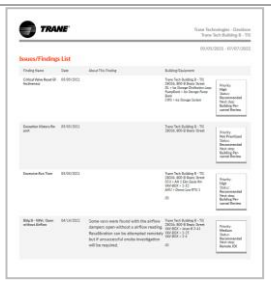
Key Elements of this service



Utility Benchmarking Analysis



Building & Energy Performance Summary Dashboards



Building Performance Assessment

Why Trane? We Focus on Better Buildings.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

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SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

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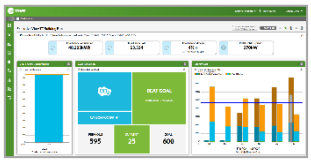
CONNECTED BUILDING SERVICES WITH TRANE CONNECT™

Trane gives you a way to “see” what’s not physically evident using trend data that’s illustrated via dashboards in Trane Connect™. It’s a deeper level of information that enables you to understand what’s happening at the system level—so technicians can address root causes instead of the symptoms. You’ll get more bang from your service budget.

Available Trane Connect Applications

Included with your agreement, you’ll receive additional benefits and reporting within the Trane Connect application. Customize your Trane Connect experience based on the needs of your job and goals of your organization.

<table>
<tr>
<td></td>
<td>Remote Access - Control and manage your equipment, spaces and buildings while optimizing performance (Note: included for all Trane Controls customers)</td>
<td></td>
<td>Reports - Measure your starting point to best evaluate where you’re seeing gains and how you can improve system performance and energy usage even further.</td>
</tr>
<tr>
<td></td>
<td>Service - Remote and on-site service is enhanced through anytime, anywhere access to critical building information that informs how/when/where service is necessary.</td>
<td></td>
<td>Dashboards - Visualize and track the information most important to you, including opportunities for optimization and improvement.</td>
</tr>
<tr>
<td colspan="2">
Building & Energy Applications - Identify ways to unlock greater efficiency and comfort while maintaining control over spend and optimizing performance. Map energy use by date, time or space usage to reach your sustainability goals faster. (Note: requires separately connected Live Meter)</td>
<td></td>
<td>Utility Management - Access to your energy use intensity and cost intensity analysis. (Note: requires utility bill access)</td>
</tr>
</table>

Learn more on Trane.com

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ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.



Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures

REMOTE INSPECTIONS AT BUILDING LEVEL

Enhance unit visibility and inform necessary on-site service events with on-demand and scheduled virtual inspections. Digital review of HVAC and BAS equipment enabled through connected system and unit controllers.



Implementation:

- Trane factory certified technicians will troubleshoot and address root causes
- Proactively identify potential issues and required changes
- Receive deeper insights through data and analysis from your connected equipment via building performance reports

PERFORMANCE CHECK-INS

Gain the peace of mind you'd get with a "traditional clip-board review" from your staff with the added expertise of Trane technicians—without the added expense of on-site service visits. A virtual "walk-through" inspection of equipment, systems or a building–based on a predetermined schedule.



Implementation:

- Regular reviews of critical equipment and systems
- Early detection of issues to prevent downtime and catastrophic failure

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BAS COVERAGE

Derry Township School District

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane			

Service Description	Quantity Per Term
Tracer SC+ Software Maintenance Plan (ECC does not have SC+ so NO SMP at that location)	1 / EA
Remote Technician Inspection	3
On-Site Inspection	1

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PRICING AND ACCEPTANCE

John Fready
Derry Township School District
PO Box 898
Hershey, PA 17033-1703

Site Address:
Early Childhood Center
450 Rear Homestead Road
Hershey, PA 17033

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled “Connected Building Service Agreement,” the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the “Service Agreement” or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the “Terms and Conditions,” and “Scope of Services” sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the “Service Fee(s)”) for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

	Year 1	Year 2	Year 3
Annual Due Date	July 1, 2025	July 1, 2026	July 1, 2027
Annual Payment *plus applicable tax*	$27,015.00	$28,717.00	$30,526.00
**Prepayment Discounts - Invoice to be issued at start of contract and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price	4% One Year In Advance	TBD	TBD
Prepayment Due* ***plus applicable tax***	$25,934.40		
Prepayment Discount Savings **	$1,080.60		

BUILDING	2025 Pricing
Hershey High School	$ 6,688.00
Hershey Middle School	$ 6,854.00
Hershey Elementary School	$ 6,676.00
Early Childhood Center	$ 6,797.00

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a “Service Project” is included in the Agreement, the Cancellation Fee set forth in “Exhibit A” Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 1 year, beginning July 1, 2025. However, Trane’s obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on June 30, 2028, this Agreement shall renew automatically for successive periods of 1 year (the “Renewal Term”) until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 3909 TecPort Drive, Harrisburg, PA 17111.

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Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE

Authorized Representative

Lindsay K. Drew
Printed Name

President, School Board
Title

Purchase Order

June 9, 2025
Acceptance Date

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TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at **https://www.trane.com/TraneConnectedServicesTerms**, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in,

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on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

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15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights In the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue: (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (1024)
Supersedes 1-26.130-7 (0724)

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SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

   "Equipment" shall have the meaning set forth in the Agreement.

   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

   "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

   "Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
   d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no

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longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

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13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
    (i) Data backups; and
    (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

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TERMS AND CONDITIONS – Connected Analytics Package Subscription

1. Terms Supplemental. These terms and conditions ("CAP Subscription Terms") are supplemental to the Terms and Conditions (Service) and an integral part of Company's offer to sell Software as a Service that provides internet-based access to the hosted Connected Analytics Package (CAP) application ("CAP Subscription") as part of an Energy Advisory Services offer. The Terms and Conditions (Service) apply to the CAP Subscription, except as the context indicates otherwise.

2. Definitions.

"**Malicious Code**" means any virus, worm, time bomb, Trojan horse or other code, file, script, agent, software program or device that may prevent, impair, or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data; or adversely affect the user experience.

"**Customer Data**" means all Customer electronic data or information collected through and stored in connection with the CAP Subscription.

"**Users**" means individuals who have been authorized by Customer to use the Services and who have been supplied user identifications and passwords to access the Services by Customer (or by Company at Customer's request). Users may include but are not limited to Customer's employees, consultants, contractors and agents; or third parties with which the Customer transacts business. Persons or entities that are competitors to Company are not authorized to access or use the Services and may not be permitted by Customer to access or use the Services.

3. Software as a Service CAP Subscription. Upon commencement of the CAP Subscription and for the CAP Subscription Term, Customer will have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the CAP Subscription services solely for your internal business operations and subject to the CAP Subscription Terms and Terms and Conditions (Service). Customer may allow its Users to use the CAP Subscription services for this purpose and Customer is responsible for Users' compliance herewith. Customer agrees that it does not acquire any license to the Trane Energy Manager program. The CAP Subscription includes provisions for the collection of data from meters, loggers, systems, or devices ("Data Collection") and regular database backups. The CAP Subscription does not cover support of Customer's computer hardware, data network, or communications infrastructure, or Internet browsers used to access the CAP Subscription. Customer hereby accepts, and upon initial use of CAP Subscription, each Customer User will be required to accept these CAP Subscription Terms. User access shall terminate on the same date as the applicable CAP Subscription Term

4. Subscription Term. The initial CAP Subscription Term commences on the date that Customer receives access to the CAP Subscription service and continues for as long as set forth in the Proposal, subject to automatic renewal for succeeding 12 month terms as provided in the Terms and Conditions (Service).

5. Customer's Responsibilities. Customer shall (i) be responsible for Users' compliance with these terms and conditions, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the CAP Subscription, and notify Provider promptly of any such unauthorized access or use, (iii) use the CAP Subscription only in accordance with these terms and conditions and Customer's Service Agreement with Trane and applicable laws and government regulations, (iv) provide Company with all necessary cooperation in relation to these terms and conditions and necessary access to such information as may be required for providing the CAP Subscription, and (v) pay all fees when due for the CAP Subscription and Service Agreement. Customer shall not (i) permit any third party to access the CAP Subscription or physical hardware deployed at Customer's facilities to enable operation of the CAP Subscription except as expressly permitted herein or in an Order Form, (ii) modify or create derivative works based on any part or content of the CAP Subscription, (iii) copy, frame or mirror any part or content of the CAP Subscription, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (iv) reverse engineer, disassemble or decompile the CAP Subscription, or (v) access the CAP Subscription in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the CAP Subscription. In addition, Customer shall not (m) make the CAP Subscription available to anyone other than Users, (n) sell, resell, rent, license, share or lease the CAP Subscription, (o) use the CAP Subscription to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (p) use the CAP Subscription to store, distribute or transmit Malicious Code, (q) interfere with or disrupt the integrity or performance of the CAP Subscription or third-party data contained therein, or (r) attempt to gain unauthorized access to the CAP Subscription or their related systems or networks.

6. Cancellation. In the event of a cancellation of the CAP Subscription by Customer, Customer shall not be entitled to any refund of price and Customer shall immediately pay all amounts then due.

7. Customer Breach; Termination. Company may terminate the CAP Subscription upon 14 days written notice to Customer of a material breach if such breach remains uncured at the expiration of such period. . Upon termination, Customer shall not be entitled to any refund of the price paid to Company.

8. Availability. Company shall exercise reasonable care in providing the CAP Subscription and use commercially reasonable efforts to make the service available at all times. The CAP Subscription is accessible via the internet and thus subject to limitations, delays, and other problems inherent to the operation of internet and electronic communications. Company is not responsible for delivery failures or other damage resulting from such problems. Where possible, Company will notify User(s) identified by the Customer during execution of Service Agreement to be the primary contact for Customer ("Named Users"), and raise support issues with Company of non-availability of the CAP Subscription. It is the responsibility of the Named Users to provide this information to all Users of CAP Subscription associated with Customer. Company shall be entitled, without any liability, to carry out ongoing maintenance, updating or alterations to CAP Subscription Service that may result in loss of access from time to time without prior notice. Service features that interoperate with Trane Energy Manager software depend on the continuing availability of the third party APIs and programs for use with the CAP Subscription. If said parties cease to make the API or program available on reasonable terms for the CAP Subscription, Company may be interrupted from providing such features without entitling Customer to any refund, credit, or other compensation.

9. Software Upgrades. Software upgrades to CAP Subscription will be applied by the Company as soon as commercially reasonable after a new version is available. These will always be provided during the term of the Agreement and there is no provision for maintaining any other version than the current version in the SaaS environment.

10. Database Backup. Short term and long term database backups are performed at the sole discretion of the Company.

11. Data Collection. Where Customer has placed an order that includes CAP Subscription from Company, data will be collected from the designated meters, loggers, or devices and imported into CAP Subscription. It is Customer's responsibility to check CAP Subscription or configure appropriate alarms to ensure that data is appearing as expected. If data is missing, Customer should raise the issue as a request for support through the local Company office. Customer is free to export its own data from CAP Subscription at any time using the standard CAP Subscription export functions.

12. Ownership of Data. All data relating to the performance and condition of Customer building systems that Company collects in connection with the CAP Subscription shall be owned by Customer, provided that Customer grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company collects from Customer will not include any personal or individual information beyond that required for User access and account management. In providing the CAP Subscription, Company will comply with the Trane Technologies Data Protection and Privacy Policy, which is available at https://www.tranetechnologies.com/privacy-policy.html.

13. Data Retention. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. Company will use commercially reasonable efforts to store Customer's data for up to 3 months. There is no guarantee as to the availability of the data.

14. Communications – Analog Modem Facilities. Customer authorizes Company to utilize Customer's telephone line to provide the services and acknowledge that, unless an exclusive telephone line has been provided for performance of the services, the telephone line may be unavailable for Customer's use for extended periods of time while data is being collected from Customer's building systems and equipment. Company is not responsible for any adverse impact to Customer's communications infrastructure. Customer understands that Company will not be able to collect data when the telephone line or other transmission mode is not operating or has been cut, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over Customer's telephone service.

15. Communications – Ethernet. Customer authorizes Company to utilize Customer's network infrastructure to provide the contracted services and acknowledge that Company is not responsible for any adverse impact to Customer's communications infrastructure. Customer understands that Company will not

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be able to collect data when network issues do not allow for successfully communications between Company data collection devices and the data sources. Interruption of external Internet communications of longer than 24 hours may result in loss of data and degradation of service levels. Interruption of communications can be classified as failure of transmitting or receiving packet transmissions, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over network or the internet for any reason including network or ISP outage or other network/ISP problems such as congestion or downtime, routing problems, or instability of signal quality.

16. Logging and Data Mining. Customer grants Company the unrestricted right, but not the obligation, to log web addresses and/or mine other information and/or data relating to services and information accessed or requested (a) to provide better support, services and/or products to Users of Company products and services, (b) to verify compliance with the terms of the Agreement and the Supplemental Terms and Conditions, (c) for use by Company for statistical or other analysis of the collective characteristics and behavior of users, (d) to backup user and other data or information and/or provide remote support and/or restoration, (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including histories or trending of any of the foregoing, and (f) to otherwise understand and respond to the needs of the users of Company products and services.

17. Anti-Virus Prevention. Company maintains antivirus checking software on the network and has a strict policy on checking all software loaded onto the SaaS environment. However, due to the nature of computer viruses, Company is not able to guarantee that provision of CAP Subscription will be virus free. It is Customer's responsibility to ensure that adequate security and antivirus software is in place on all machines accessing the CAP Subscription.

18. Disaster Recovery. In the event that Company experiences a significant problem with CAP Subscription that results in or is expected to result in the loss of service for in excess of 5 working days, Company may transfer the CAP Subscription service to an alternative hosting environment. In the event that Company transfers the service to an alternative hosting environment, Customer acknowledges that the following may occur: There may be a loss of data imported into CAP after the last database backup was taken; CAP Subscription will be provided by a different IP address; while the IP address registered against the domain names is changed, Customer may need to access CAP Subscription via an IP address and not the normal domain name and data collection may not be available.

19. No Warranties. CUSTOMER EXPRESSLY AGREES THAT USE OF CAP SUBSCRIPTION IS AT THE SOLE RISK OF CUSTOMER, END USERS, AND NAMED USERS. COMPANY DOES NOT WARRANT OR GUARANTEE THAT CAP SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF CAP SUBSCRIPTION, OR AS TO THE TIMELINESS, EFFICACY, OPERABILITY, COMPLETENESS, ACCURACY, RELIABILITY OR CONTENT OF CAP SUBSCRIPTION OR OF ANY DESIGN, FUNCTION, PROCESS, OR INFORMATION PROVIDED THROUGH OR BY USE OF CAP SUBSCRIPTION. CAP SUBSCRIPTION IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. CUSTOMER AGREES THAT CUSTOMER'S PURCHASE OF THE CAP SUBSCRIPTION IS NOT CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES OR DCAPENDENT ON ANY ORAL OR WRITTEN PUBLIC COMMENTS MADE BY COMPANY REGARDING FUTURE FUNCTIONALITY OR FEATURES.

20. Privacy or Confidentiality. The Company will take commercially reasonable efforts to ensure that data and other parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the internet restricts the Company from offering any guarantee to the privacy or confidentiality of information relating to Customer passing over the internet. In gaining access via the internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at its own risk. Any breach in privacy should be reported by customer to the Company immediately.

21. Intellectual Property. Company retains and reserves all rights, title and interest in and to the CAP Subscription, including without limitation all Company software, algorithms, materials, formats, interfaces and proprietary information and technology, and all other Company products and CAP Subscription, and including all copyright, trade secret, patent, trademark and other intellectual property rights related to the foregoing. No rights are granted to the Customer hereunder with respect to the CAP Subscription or otherwise other than as expressly set forth herein.

22. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF CONTRACTS, SECURITY BREACH, OR FOR ANY FINANCIAL OR ECONOMIC LOSS OR FOR ANY SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES) ARISING OUT OF CUSTOMER'S USE OR INABILITY TO USE CAP SUBSCRIPTION. Should Company nevertheless be found liable for any damages, such damages shall be limited to the most recent purchase price paid by Customer for CAP Subscription.

23. Customer Indemnity. Customer shall indemnify and hold Company harmless from and against any loss, damage, cost (including the cost of any settlement), expense or any liability suffered or incurred by Company arising from or in connection with Customer's use of CAP Subscription service, breach of these CAP Subscription Terms, and Company's possession or use of data, information or articles supplied by Customer to Company, including the infringement of any intellectual property rights resulting from the use or possession by Company of data, information or articles supplied by Customer to Company.

24. Change in Terms and Conditions. Company reserves the right to change the service level agreements, any part of the CAP Subscription offering, or the terms and conditions at any time.

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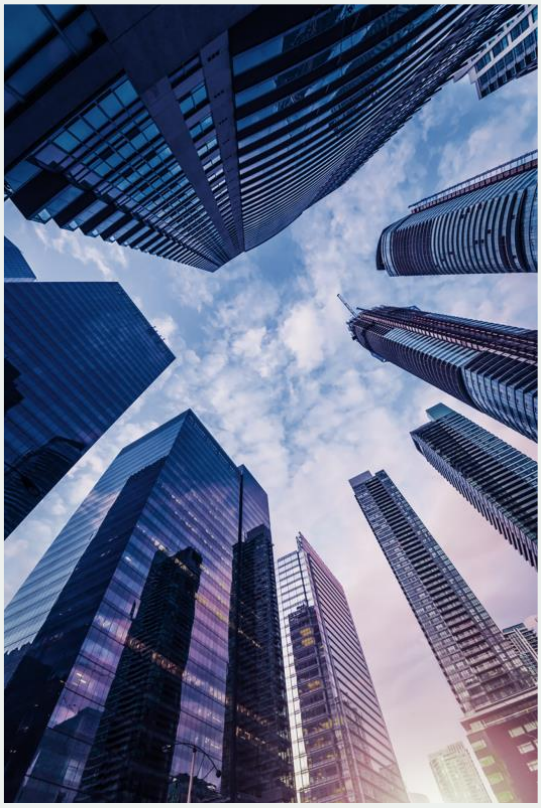
APPENDIX

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.



A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an annual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

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