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		To make the fol	owing ch	anges all	in accordance with the s d in the original contract	same t	erms and conditions,		
		-School of M (Coon Educ Douglas Ce	edicine [pation Buil nter, Chri	pages 2-38 ding), Ern s Cline Ind	nintenance Agreements: 8]: Center for Rural Hea na Byrd Clinical Center, door Athletic Facility for	Coalfi \$21, 9	eld Health Center, 112.00. See page 10.		
		page 40.	vice (ivie	monai Sii	udent Center) [pages 39	1-33J IC	or \$6,460.00 See		
		Effective Date(s): Octob	er 1, 202	5 to September 30, 2026	3 .			
		Vendor Contact	Harry M	1ain 304-	-741-0587 Harry.B.mai	n@jci.	.com		

Reason for Change: 1. To add the following Service Maintenance Agreements:
-School of Medicine [pages 2-38]: Center for Rural Health, Marshall Medical MEB
(Coon Education Building), Erma Byrd Clinical Center, Coalfield Health Center,
Douglas Center, Chris Cline Indoor Athletic Facility for \$21, 912.00. See page 10.

-Auxiliary Service (Memorial Student Center) [pages 39-53] for \$8,460.00 See page

Approved:	Michelle M. Madar	October 21, 2025
	Authorized Signature	Date
	N/A	
	Attorney General if required	Date
	-	

Previous Total

Increase

Decrease

New Total

Open-end

Open-end



September 16, 2025

Attn: Jamey Montgomery Marshall Medical 1600 Medical Center Drive Huntington, WV 25701

108 Craddock Way Suite 7 Poca, WV 25159 Harry Main Cell 304-741-0587 Service 304-755-4353 FAX 304-759-0215

Johnson Controls

Building Efficiency

been received appropriate for the ment.

Print Name:

Signature:

Signature:

Re: Marshall Health

Dear Jamey,

Johnson Controls is pleased to provide this Maintenance Agreement for the Building Automation System at Marshall Health. The following buildings are included in this agreement. See attached for specific taskings and proposed Service Delivery Plan.

- Center for Rural Health
- Marshall Medical MEB (Coon Education Building)
- Erma Byrd Clinical Center
- Coalfield Health Center
- Douglas Center
- Chris Cline Indoor Athletic Facility

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

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. This is a basic agreement, all repairs and emergency services will be invoiced using SourceWell Cooperative Agreement # 070121-JHN.

If you wish to proceed or have any questions related to any portion of this quotation or require any additional information, please do not hesitate to contact me.

Harry Main

304-741-0587



Marshall Medical 2025 Service Delivery Plan

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Marshall Medical 2025 Service Delivery Plan

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Marshall Medical 2025 Service Delivery Plan

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Tasking Report

MARSHALL UNIVERSITY MEDICAL CENTER

Account:

Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson Controls, 0-20 points

Operational

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Verify unit is controlling to set points by checking sequences of operations and PID loops
Identify and notify customer of abnormal point communications
Identify and notify customer of current overrides (e.g. out of service) and negative impacts
Identify and notify customer of all current alarms and negative impacts
Check overall condition of panel and perform visual inspection of unit and surrounding area
Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Central Cooling Plant, Johnson Controls, 0-50 points

Operational

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Verify unit is controlling to set points by checking sequences of operations and PID loops
Identify and notify customer of abnormal point communications
Identify and notify customer of current overrides (e.g. out of service) and negative impacts
Identify and notify customer of all current alarms and negative impacts
Check overall condition of panel and perform visual inspection of unit and surrounding area
Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Central Heating Plant, Johnson Controls, 0-50 points

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Create local back up of existing program and store on on-site computer and on-site media
Verify unit is controlling to set points by checking sequences of operations and PID loops
Check that the damper actuators, valve actuators, variable speed drives, and protections (as
applicable) are responding appropriately to control signals. Notify customer of any issues with those
devices

Identify and notify customer of abnormal point communications

Identify and notify customer of current overrides (e.g. out of service) and negative impacts

Identify and notify customer of all current alarms and negative impacts

Verify sensor readings and field calibrate critical sensors used in control loops and alarming functions

(as sensor type and controller options allow)

Visually validate system outputs from the field controller

Tighten electrical connections

Check overall condition of panel and perform visual inspection of unit and surrounding area Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Verify unit is controlling to set points by checking sequences of operations and PID loops
Identify and notify customer of abnormal point communications
Identify and notify customer of current overrides (e.g. out of service) and negative impacts
Identify and notify customer of all current alarms and negative impacts
Check overall condition of panel and perform visual inspection of unit and surrounding area
Document tasks performed during visit and report any observations to appropriate customer
representative

Controls (Controller/End Devices), Fan Coil Unit (FCU), Johnson Controls, 0-50 points

Operational

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies

Verify unit is controlling to set points by checking sequences of operations and PID loops Identify and notify customer of abnormal point communications

Identify and notify customer of current overrides (e.g. out of service) and negative impacts

Identify and notify customer of all current alarms and negative impacts

Check overall condition of panel and perform visual inspection of unit and surrounding area Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Roof Top Unit (RTU), Johnson Controls, 0-20

Operational

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Verify unit is controlling to set points by checking sequences of operations and PID loops Identify and notify customer of abnormal point communications Identify and notify customer of current overrides (e.g. out of service) and negative impacts Identify and notify customer of all current alarms and negative impacts Check overall condition of panel and perform visual inspection of unit and surrounding area Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 0-25000 points

Offsite Backup Storage

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Create local back up of existing program and store on secure off-site branch media Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Use compressed air to remove dust from computer case openings and verify operation of CPU and case fans

Execute Performance Verification to identify abnormal supervisory device communications. Execute Performance Verification to identify abnormal diagnostic results (e.g. unbound references, object count).

Back up all supervisory controllers and OWS/server devices

Archive object database for Metasys system

Ensure security database is consistent across devices and that default passwords have been changed

Back up all server repository databases (e.g. trends, alarms, etc.)

Document tasks performed during visit and report any observations to appropriate customer

representative

User View Point Validation (up to 250 objects)

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies

Perform verification of user view data points on up to 5 user views with a maximum of 250 objects Document tasks performed during visit and report any observations to appropriate customer representative

Operational

Controls (Controller/End Devices), Unit Heater, Johnson Controls, 0-10 points

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies

Verify unit is controlling to set points by checking sequences of operations and PID loops

Identify and notify customer of abnormal point communications

Identify and notify customer of current overrides (e.g. out of service) and negative impacts

Identify and notify customer of all current alarms and negative impacts

Check overall condition of panel and perform visual inspection of unit and surrounding area Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Variable Air Volume (VAV), Johnson Controls, 0-25 points

Operational

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Run VAV box flow test

Verify unit is controlling to set points by checking sequences of operations and PID loops Identify and notify customer of abnormal point communications

Identify and notify customer of current overrides (e.g. out of service) and negative impacts Identify and notify customer of all current alarms and negative impacts

Document tasks performed during visit and report any observations to appropriate customer representative

Controls, Building Automation System, Non-Connected System

Non-Standard Service

All work must be performed in accordance with Johnson Controls safety policies

Customer
MARSHALL UNIVERSITY MEDICAL CENTER

Local Johnson Controls Office 108 CRADDOCK WAY STE 7 POCA, WV 25159-7606

Agreement Start Date: 10/01/2025

Proposal Date 09/16/2025

Estimate No: 1-1Q0H35D6



Partnering with you to deliver value-driven solutions

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

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

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

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

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



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

Executive summary

Planned service proposal for MARSHALL UNIVERSITY MEDICAL CENTER

Dear Jamey Montgomery,

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

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

- In this proposal we are offering a service agreement for 1 Year starting 10/01/2025 and ending 09/30/2026
- The agreement price for first year is \$21,912.00 see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

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

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

Please contact me if you have any questions.

Sincerely,

Harry Main Service Sales Account Executive 304-741-0587

The power behind your mission

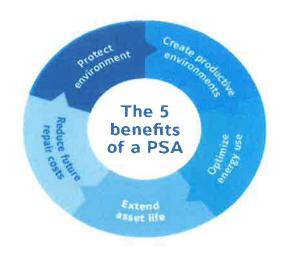


Benefits of planned service

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

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

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



2. Reduce future repair costs

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

3. Extend asset life

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

4. Ensure productive environments

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

5. Promote environmental health and safety

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

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



Our partnership

Personalized account management

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

A culture of safety

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

Commitment to customer satisfaction

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

Energy & sustainability

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

The value of integrity

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



Service delivery

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

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

Scheduling

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

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

Emergency services

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

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

Communication

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

Approval process for non-covered items

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



Summary of services and options

Comprehensive and operational inspections

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

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

Offsite Backup Storage - Supervisory Controllers

We will backup controllers, objects, and server repositories and provide secure storage of all system backups offsite. This helps provide continuity of operations in cases where there is an incident that causes physical damage to the site. The recovery time involved after a failure is greatly reduced when access to a recovered copy is readily available.

Operational Visit/Controls System Verification

Based on our expertise and factory recommendations, we will execute routine preventative maintenance and calibrations on the equipment controller for your mechanical equipment. The inspection includes the following tasks:

- Visual inspection of the control panel.
- Review of alarms, points which are offline, out of service and overridden points.
- Local backup of controller program.

Advantages: Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

Operational Visit/Supervisory Controls System Verification

Based on our expertise and factory recommendations, we will execute routine preventative maintenance on the supervisory controllers and servers in your Metasys system. The inspection includes the following tasks:

- Visual inspection of the control panel and cleaning as needed.
- Review of alarms, points which are offline, out of service and overridden points.
- Local backups of controllers, objects, and server repositories.
- Review security database and ensure default passwords are changed.

Advantages: Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

User View Point Validation

Our expert technicians will help you manage your user to help you get the most out of the capabilities of your system. User Views allow site specific navigation aids to make operations personnel more efficient as they use the Metasys system. This validation will streamline the user experience.



Customer Portal / Service Information Access

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



Summary

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

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

The power behind your mission



Planned Service Agreement

Customer Name:

MARSHALL UNIVERSITY MEDICAL CENTER

Address:

1600 MED CTR DR STE 3408 HUNTINGTON, WV 25701-0000

Proposal Date: Estimate #:

09/16/2025 1-1Q0H35D6

Scope of Service

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

Extended Service Options for Premium Coverage

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

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

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

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

Equipment List

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

Term / Automatic Renewal

This Agreement takes effect on 10/01/2025 and will continue until 09/30/2026 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the



end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

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



Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$21,912.00. This amount will be paid to JCI in advance in **Monthly installments**. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Invoices will be sent to the following location:

MARSHALL UNIVERSITY ACCOUNTS PAYABLE ONE JOHN MARSHALL DRIVE HUNTINGTON,WV 25755

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

IIIIOIIIIa	NOTE:			
PO is re	equired to facilitate billing:			
[]	No: This signed contract satisfies requ	irement		
[]	YES: Please reference this PO number :			
AR Invo	pices are accepted via e-mail:			
0 0 0	YES: E-mail address to be used : No: Please submit invoices via mail No: Please submit via ;			
This pro	oposal is valid for thirty days from the	proposal date.		
JOHNSON	CONTROLS Inc.			
JCI Manager:		Customer Mar	nager:	
JCI Manager	Signature:	Customer Mai	nager Signature:	
Title:	Date:	Title:	Date:	
JCI Branch Addres	i: JOHNSON CONTROLS CHARLESTON WV CE s:108 CRADDOCK WAY STE 7	3 - 0N26		
	POCA,WV 25159-7606			
	e:(866) 300-7647			
Branch Emai	II:			



Schedule A - Equipment List

MARSHALL UNIVERSITY BYRD CLINIC

1 JOHN MARSHALL DR **HUNTINGTON, WV 25755-0003**

Product: Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson Controls, 0-20 points

Quantity: 2

Coverage Level: Basic **Services Provided**

Operational

Customer Tag

Model #

Serial #

AHU Contoller 1 AHU Controller 2

Product: Controls (Controller/End Devices), Supervisory/Server/UI, Johnson

Manufacturer

Controls, 0-25000 points

Quantity: Coverage Level:

Basic

Services Provided

2 Operational

2 Offsite Backup Storage 2

User View Point Validation (up to

250 objects)

<u>Customer Tag</u>

BAS System

Manufacturer

Model #

Serial #

Product: Controller/End Devices), Variable Air Volume (VAV), Johnson Controls, 0-25 points

Quantity: 69

Coverage Level:

Basic

Services Provided

Operational

Customer Tag

VAV Controls

Manufacturer

Model #

Serial #

Product: Controls (Controller/End Devices), Central Heating Plant, Johnson Controls, 0-50 points

Quantity: 1

Coverage Level:

Basic

Services Provided

2 Comprehensive



Customer Tag	Manufacturer	Model #	<u>Serial #</u>	

MARSHALL UNIVERSITY MEB SPRING VALLEY

1 JOHN MARSHALL DR HUNTINGTON, WV 25755-0003

Product: Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson Controls, 0-20 points

Quantity: 3

Coverage Level:

Basic

Services Provided

2 Operational

Customer Tag

AHU Controller 1 AHU Controller 2 AHU Controller 3

Model #

Product: Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 0-25000 points

Manufacturer

Quantity: 2

autitity. 2

Coverage Level: Basic

Services Provided

Operational

2 User View Point Validation (up to

Serial #

250 objects)

2 Offsite Backup Storage

<u>Customer Tag</u>

BAS Controls

Manufacturer

Model #

2

Serial #

Product: Controls (Controller/End Devices), Variable Air Volume (VAV), Johnson Controls, 0-25 points

Quantity: 140

Coverage Level:

Basic

Services Provided

Operational

Customer Tag

VAV Controllers

Manufacturer

Model #

Serial #

Product: Controls (Controller/End Devices), Unit Heater, Johnson Controls, 0-10

points

Quantity: 2

Services Provided

Coverage Level: Basic

2 Operational



MARSHALL UNIVERSIT VALLEY	Y MEB SPRING	1 JOHN MAR HUNTINGTO	RSHALL DR DN, WV 25755-0003	
<u>Customer Tag</u>	<u>Manufacturer</u>	Model #	Serial #	5

MARSHALL CHRIS CLINE ATHLETIC **2263 3RD AVE** COMPLEX **HUNTINGTON, WV 25703**

Product: Controls (Controller/End Devices), Roof Top Unit (RTU), Johnson Controls, 0-20 points Quantity: 2 Services Provided 2 Operational Coverage Level: Basic **Customer Tag Manufacturer** Model # Serial # **AHU Controls** JCI_YORK 1-1I1BLLJP

Product: Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 0-25000 points Quantity: 2 **Services Provided** Operational 2 Coverage Level: Basic 2 Offsite Backup Storage 2 User View Point Validation (up to 250 objects) **Customer Tag Manufacturer** Model # Serial # Front End Controls JCI_YORK 1-1I1BLLNF

Product: Controls (Controller/End Devices), Variable Air Volume (VAV), Johnson Controls, 0-25 points Quantity: 44 **Services Provided** Operational Coverage Level: Basic Customer Tag **Manufacturer** Model # Serial # VAV Controls

Product: Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 0-25000 points Quantity: Services Provided Operational

Coverage Level: Basic



MARSHALL CHRIS CLI COMPLEX	NE ATHLETIC	2263 3RD A HUNTINGTO	VE DN, WV 25703	
Customer Tag	Manufacturer	Model #	Serial #	

Product: Controls (Controller/End Devices), Fan Coil Unit (FCU), Johnson Controls, 0-50 points Quantity: 3 **Services Provided** Coverage Level: Operational Basic Manufacturer **Customer Tag** Model # Serial #

MARSHALL UNIVERSITY MEDICAL CENTER

Product: Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson

Controls, 0-20 points Quantity: 5 **Services Provided**

Coverage Level:

Basic

Operational

1600 MED CTR DR STE 3408 HUNTINGTON, WV 25701-0000

Customer Tag

AHU Controls

Manufacturer

Model #

Serial #

Product: Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 0-25000 points

Quantity: 5

Coverage Level:

Basic

Services Provided

2 Operational Offsite Backup Storage

1 2

User View Point Validation (up to

250 objects)

Customer Tag

BAS System

Manufacturer

Model #

Serial #

Product: Controls (Controller/End Devices), Variable Air Volume (VAV), Johnson Controls, 0-25 points

Quantity:

Coverage Level:

343

Basic

Services Provided

Operational

Customer Tag

VAV Controls

Manufacturer

Model #

Serial #

Product: Controls (Controller/End Devices), Central Cooling Plant, Johnson Controls, 0-50 points

Quantity: 1

Coverage Level:

Basic

Services Provided 2

Operational

Customer Tag

<u>Manufacturer</u>

Model #

Serial #

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MARSHALL UNIVERSITY MEDICAL CENTER	1600 MED CTR DR STE 3408 HUNTINGTON, WV 25701-0000
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Product: Controls (Controller/End Devices), Central Heating Plant, Johnson Controls, 0-50 points				
Quantity: 1		Services Pr	rovided	
Coverage Level: Basic		2 0	perational	
<u>Customer Tag</u>	<u>Manufacturer</u>	Model #	Serial #	

1448 10TH AVE
HUNTINGTON, WV 25701

Product: Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 0-25000 points

Quantity: 2

Coverage Level:

Basic

Services Provided

2 Operational

2 User View Point Validation (up to

250 objects)

2 Offsite Backup Storage

Customer Tag

Building Automation Controls

Manufacturer JCI_YORK

Model #

Serial # 1-1I22TOCD

Enhanced Tier
Product: Controls, Building Automation System, Non-Connected System

Quantity: 1

Coverage Level: Basic

Services Provided

1 Non-Standard Service Delivery

Customer Tag

Manufacturer

Model #

Serial #

386 OLD CO 3/3 RD
CHAPMANVILLE, WV 25508

Product: Controls (Controller/End Controls, 0-25000 points	Devices), Supervisory/Server/UI, Johnson
Quantity: 1	Services Provided
Coverage Level: Basic	2 Operational
	2 User View Point Validation (up to

250 objects)
2 Offsite Backup Storage

 Customer Tag
 Manufacturer
 Model #
 Serial #

 Building Automation Controls
 JCI_YORK
 1-112DFYUQ

Equipment tasking

Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson Controls, 0-20 points

Operational

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Verify unit is controlling to set points by checking sequences of operations and PID loops

Identify and notify customer of abnormal point communications Identify and notify customer of current overrides (e.g. out of service) and negative impacts

Identify and notify customer of all current alarms and negative impacts Check overall condition of panel and perform visual inspection of unit and surrounding area

Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Central Cooling Plant, Johnson Controls, 0-50 points

Operational

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Verify unit is controlling to set points by checking sequences of operations and PID loops

Identify and notify customer of abnormal point communications Identify and notify customer of current overrides (e.g. out of service) and negative impacts

Identify and notify customer of all current alarms and negative impacts Check overall condition of panel and perform visual inspection of unit and surrounding area

Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Central Heating Plant, Johnson Controls, 0-50 points

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Create local back up of existing program and store on on-site computer and on-site media

Verify unit is controlling to set points by checking sequences of operations and PID loops

Check that the damper actuators, valve actuators, variable speed drives, and protections (as applicable) are responding appropriately to control signals. Notify customer of any issues with those devices

Identify and notify customer of abnormal point communications

Identify and notify customer of current overrides (e.g. out of service) and negative impacts

Identify and notify customer of all current alarms and negative impacts
Verify sensor readings and field calibrate critical sensors used in control loops
and alarming functions (as sensor type and controller options allow)
Visually validate system outputs from the field controller

Tighten electrical connections



Check overall condition of panel and perform visual inspection of unit and surrounding area

Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Verify unit is controlling to set points by checking sequences of operations and PID loops

Identify and notify customer of abnormal point communications Identify and notify customer of current overrides (e.g. out of service) and

negative impacts

Identify and notify customer of all current alarms and negative impacts Check overall condition of panel and perform visual inspection of unit and surrounding area

Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Fan Coil Unit (FCU), Johnson Controls, 0-50 points

Operational

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Verify unit is controlling to set points by checking sequences of operations and PID loops

Identify and notify customer of abnormal point communications Identify and notify customer of current overrides (e.g. out of service) and negative impacts

Identify and notify customer of all current alarms and negative impacts Check overall condition of panel and perform visual inspection of unit and surrounding area

Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Roof Top Unit (RTU), Johnson Controls, 0-20 points

Operational

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Verify unit is controlling to set points by checking sequences of operations and PID loops

Identify and notify customer of abnormal point communications

Identify and notify customer of current overrides (e.g. out of service) and negative impacts

Identify and notify customer of all current alarms and negative impacts Check overall condition of panel and perform visual inspection of unit and surrounding area

Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 0-25000 points

Offsite Backup Storage

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies



Create local back up of existing program and store on secure off-site branch media

Document tasks performed during visit and report any observations to appropriate customer representative

User View Point Validation (up to 250 objects)

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform verification of user view data points on up to 5 user views with a maximum of 250 objects

Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Use compressed air to remove dust from computer case openings and verify operation of CPU and case fans

Execute Performance Verification to identify abnormal supervisory device communications.

Execute Performance Verification to identify abnormal diagnostic results (e.g. unbound references, object count).

Back up all supervisory controllers and OWS/server devices

Archive object database for Metasys system

Ensure security database is consistent across devices and that default

passwords have been changed

Back up all server repository databases (e.g. trends, alarms, etc.) Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Unit Heater, Johnson Controls, 0-10 points

Operational

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Verify unit is controlling to set points by checking sequences of operations and PID loops

Identify and notify customer of abnormal point communications

Identify and notify customer of current overrides (e.g. out of service) and negative impacts

Identify and notify customer of all current alarms and negative impacts Check overall condition of panel and perform visual inspection of unit and surrounding area

Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Variable Air Volume (VAV), Johnson Controls, 0-25 points

Operational

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Run VAV box flow test

Verify unit is controlling to set points by checking sequences of operations and PID loops

Identify and notify customer of abnormal point communications

Identify and notify customer of current overrides (e.g. out of service) and negative impacts

Identify and notify customer of all current alarms and negative impacts



Document tasks performed during visit and report any observations to appropriate customer representative

Controls, Building Automation System, Non-Connected System

Non-Standard Service Delivery Fee

All work must be performed in accordance with Johnson Controls safety policies

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

Year

Total Annual Dollar Amount

Payment Frequency



Special Additions and Exceptions

This agreement includes the following discounts on additional labor and material work outside the scope of the contract. Discounts apply to current pricing and rates and are subject to renegotiation.

Labor Discount: 10%

SourceWell Corporative Agreement # 070121-JHN Pricing



Johnson Controls Standard Service Terms: One PSA

Terms

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

Scope of Work

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

Payment Terms

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

Prices

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

Limited Warranty

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



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

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

Customer Obligations

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

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

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

Insurance

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

Limitations on Liability

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

Claims Limitation; Forum; Choice of Law

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



Johnson Controls Planned Service Proposal Proposed for MARSHALL UNIVERSITY MEDICAL CENTER

Term and Termination

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

Access and Hazardous Materials

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

Force Majeure

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

Data and Intellectual Property; Digitally Enabled Services

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

Software-Digital Solutions

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

Privacy

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

Miscellaneous

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



Johnson Controls **Planned Service Proposal**Prepared for MARSHALL UNIVERSITY MEDICAL CENTER

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

[END OF DOCUMENT]

Johnson Controls Standard Service Terms: One PSA, version 6.12.2025



Johnson Controls planned service proposal Prepared for MARSHALL UNIVERSITY AUXILIARY SERVICES

Customer MARSHALL UNIVERSITY AUXILIARY SERVICES

Local Johnson Controls Office 108 CRADDOCK WAY STE 7 POCA, WV 25159-7606

Agreement Start Date: 10/01/2025

Proposal Date 09/18/2025

Estimate No: 1-1Q1QAEUW



Partnering with you to deliver value-driven solutions

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

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

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

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

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



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

Executive summary

Planned service proposal for MARSHALL UNIVERSITY AUXILIARY SERVICES

Dear Tootie Carter,

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

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

- In this proposal we are offering a service agreement for 1 Year starting 10/01/2025 and ending 09/30/2026.
- The agreement price for first year is **\$8,460.00**; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

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

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

Please contact me if you have any questions.

Sincerely,

Harry Main

Service Sales Account Executive

Harry B main

The power behind your mission

Benefits of planned service

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

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

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



2. Reduce future repair costs

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

3. Extend asset life

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

4. Ensure productive environments

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

5. Promote environmental health and safety

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

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

Our partnership

Personalized account management

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

A culture of safety

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

Commitment to customer satisfaction

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

Energy & sustainability

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

The value of integrity

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



Service delivery

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

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

Scheduling

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

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

Emergency services

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

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

Communication

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

Approval process for non-covered items

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

Summary of services and options

Comprehensive and operational inspections

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

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

Offsite Backup Storage - Supervisory Controllers

We will backup controllers, objects, and server repositories and provide secure storage of all system backups offsite. This helps provide continuity of operations in cases where there is an incident that causes physical damage to the site. The recovery time involved after a failure is greatly reduced when access to a recovered copy is readily available.

Operational Visit/Controls System Verification

Based on our expertise and factory recommendations, we will execute routine preventative maintenance and calibrations on the equipment controller for your mechanical equipment. The inspection includes the following tasks:

- Visual inspection of the control panel.
- Review of alarms, points which are offline, out of service and overridden points.
- Local backup of controller program.

Advantages: Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

Operational Visit/Supervisory Controls System Verification

Based on our expertise and factory recommendations, we will execute routine preventative maintenance on the supervisory controllers and servers in your Metasys system. The inspection includes the following tasks:

- Visual inspection of the control panel and cleaning as needed.
- Review of alarms, points which are offline, out of service and overridden points.
- · Local backups of controllers, objects, and server repositories.
- Review security database and ensure default passwords are changed.

Advantages: Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

User View Point Validation

Our expert technicians will help you manage your user to help you get the most out of the capabilities of your system. User Views allow site specific navigation aids to make operations personnel more efficient as they use the Metasys system. This validation will streamline the user experience.



Johnson Controls Planned Service Proposal Prepared for MARSHALL UNIVERSITY AUXILIARY SERVICES

Customer Portal / Service Information Access

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

Summary

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

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

The power behind your mission

Planned Service Agreement

Customer Name: MARSHALL UNIVERSITY AUXILIARY SERVICES
Address: 1 JOHN MARSHALL DR HUNTINGTON,WV 25755-0001

Proposal Date: 09/18/2025 Estimate #: 1-1Q1QAEUW

Scope of Service

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

Extended Service Options for Premium Coverage

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

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

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

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

Equipment List

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

Term / Automatic Renewal

This Agreement takes effect on 10/01/2025 and will continue until 09/30/2026 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the



Johnson Controls Planned Service Proposal Prepared for MARSHALL UNIVERSITY AUXILIARY SERVICES

end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

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



Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$8,460.00. This amount will be paid to JCI in advance in **Monthly installments**. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Invoices will be sent to the following location:

MARSHALL UNIVERSITY
ACCOUNTS PAYABLE
ONE JOHN MARSHALL DRIVE
HUNTINGTON,WV 25755

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: AR Invoices are accepted via e-mail: YES: E-mail address to be used: No: Please submit invoices via mail П No: Please submit via: This proposal is valid for thirty days from the proposal date. JOHNSON CONTROLS Inc. JCI Manager: Customer Manager: Michelle Wheeler **Heather Jackson** JCI Manager Signature: **Customer Manager Signature:** Michelle Maleler Heather Jackson Title: Date: Title: CPO/Director of Purchasing Date: **BSM** 9/24/25 9/25/2025 JCI Branch: JOHNSON CONTROLS CHARLESTON WV CB - 0N26 Address: 108 CRADDOCK WAY STE 7 POCA,WV 25159-7606 Branch Phone: (866) 300-7647



Branch Email:

MARSHALL UNIVERSITY AUXILIARY SERVICES

1 JOHN MARSHALL DR HUNTINGTON, WV 25755-0001

Product: Controls, Building Automation System, Non-Connected System

Quantity: 1

Coverage Level: Basic

Services Provided

Non-Standard Service Delivery

Customer Tag Manufacturer Model # Serial #

Product: Controls (Controller/End Devices), Supervisory/Server/UI, Johnson

Controls, 0-25000 points

Quantity: 1 Coverage Level:

Basic

Services Provided

- 2 Operational1 Offsite Backup Storage
- 1 User View Point Validation (up to

250 objects)

Customer Tag Manufacturer Model # Serial #

Product: Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson

Controls, 21-60 points

Quantity: 7
Coverage Level:

Basic

Services Provided

Operational

<u>Customer Taq</u> <u>Manufacturer</u> <u>Model #</u> <u>Serial #</u>

Equipment tasking

Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson Controls, 21-60 points

Operational

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Verify unit is controlling to set points by checking sequences of operations and PID loops

Identify and notify customer of abnormal point communications

Identify and notify customer of current overrides (e.g. out of service) and

negative impacts

Identify and notify customer of all current alarms and negative impacts Check overall condition of panel and perform visual inspection of unit and

surrounding area

Document tasks performed during visit and report any observations to

appropriate customer representative

Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 0-25000 points

Offsite Backup Storage

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Create local back up of existing program and store on secure off-site branch media

Document tasks performed during visit and report any observations to appropriate customer representative

User View Point Validation (up to 250 objects)

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform verification of user view data points on up to 5 user views with a maximum of 250 objects

Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Use compressed air to remove dust from computer case openings and verify operation of CPU and case fans

Execute Performance Verification to identify abnormal supervisory device communications.

Execute Performance Verification to identify abnormal diagnostic results (e.g. unbound references, object count).

Back up all supervisory controllers and OWS/server devices

Archive object database for Metasys system

Ensure security database is consistent across devices and that default

passwords have been changed

Back up all server repository databases (e.g. trends, alarms, etc.)
Document tasks performed during visit and report any observations to appropriate customer representative

Controls, Building Automation System, Non-Connected System



Johnson Controls Planned Service Proposal Prepared for MARSHALL UNIVERSITY AUXILIARY SERVICES

Non-Standard Service Delivery Fee

All work must be performed in accordance with Johnson Controls safety policies

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

Year Total Annual Dollar A	mount Payment Frequency
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Special Additions and Exceptions

This agreement includes the following discounts on additional labor and material work outside the scope of the contract. Discounts apply to current pricing and rates and are subject to renegotiation.

Labor Discount: 10%

SourceWell Agreement 070121-JHN

Vendor/Customer

Menu Alias/DBA Vendor Active Status Customer Active Status Previous Name Vendor/Customer Legal Name 000000182539 JOHNSON CONTROLS INC Active Inactive 000000182540 JOHNSON CONTROLS SP Active Inactive 000000182541 JOHNSON CONTROLS SS Active Inactive 000000182542 JOHNSON CONTROLS, INC. Active Inactive 000000182543 JOHNSON CONTROLS, SSNA Active Inactive From 1 to 5 of 5 First Prev Next Last Attachments Save Undo Delete Insert Copy Paste Search ♥ N ▼ General Info Restrict Use by Department : Vendor/Customer: 000000182539 Legal Name: JOHNSON CONTROLS INC Miscellaneous Account : Alias/DBA: Internal Account : Vendor Active Status : Active Third Party Only: Third Party Vendor : Vendor Approval Status : Complete Third Party Customer : Customer Active Status : Inactive Inventory Customer : Customer Approval Status : Incomplete Healthcare Provider : Location Name : Never Archive : First Name : Restrict VSS Access : No Middle Name: Discontinue - No New Business : Last Name : Prevent MA Reference : Company Name : JOHNSON CONTROLS INC PunchOut Enabled : Previous Name: Re-PunchOut Enabled : Previous Street : Electronic Order Enabled : Previous City: W-9 Received : Previous State/Province: W-9 Received Date : 06/15/2021 Previous Country: W-8 Received : W-8 Received Date: Accepts Credit Cards : $\textbf{Active From}: \boxed{02/26/1990}$ 1111 Active To: Last Usage Date: 10/17/2025 Department : Unit: Headquarters Organization **▶** Disbursement Options ▶ Prenote/EFT ▶ Remittance Advice Vendor Terms ▶ Accounts Receivable ▶ eMALL **▶** Location Information ▶ Fee and Vendor Compliance Holds Fee Exempt : Tax Clearance : Registration Application Date : 08/08/2025 ----Unemployment Insurance: Registration Effective Date : 08/08/2025 Worker's Compensation : Secretary of State Registration : Registration Expiration Date : 08/08/2026 Federal Debarred : Pre-Registration Code : Executive Compensation **▶** Additional Information ▶ Trave ▶ Change Management CREATE DOCUMENT> Create New Record Modify Existing Record UPDATE> <u>Headquarters</u> Add 1099 Information Entry Add 1042-S Reporting Information Entry Vendor Business Types By Commodity SEARCH BY> Master Addresses Vendor Commodity Vendor Business Types Vendor Service Areas VCM Query Historical Vendor Information Master Contacts Vendor Addresses

Vendor Transaction History