

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

25-338

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	Johnson Controls, Inc.
Contractor Representative	Bella Valdez
Telephone Number	(714) 715-0633
Contract Term	May 20, 2025 continuing until terminated
Original Contract Amount	N/A
Amendment Amount	
Total Contract Amount	N/A
Cost Center	
Grant Number (if applicable)	N/A

Briefly describe the general nature of the contract: Johnson Controls, Inc.'s Terms of Use for the use of software on the network automation engines.

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan for Bonnie Uphold, Supervising
Deputy County Counsel

Date 5/13/2025

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department

Andrew Goldfrach, ARMC Chief Executive Officer

Date 5/13/2025

JOHNSON CONTROLS TERMS OF SERVICE

These Johnson Controls Terms of Service (this “Agreement”) govern your use of the JCI platform as a service, software as a service, or other hosted offering (the “Services”) made available to you under this Agreement. This Agreement is a binding legal contract between you or the entity on whose behalf you accept this Agreement (“you” and “your”) and the Johnson Controls affiliate identified in Section 13 as offering the applicable Service (“JCI”, “we”, or “us”). This Agreement includes the Local and Supplemental Terms set forth in Section 13.

By entering into an Order or by accessing or using the Services, you agree that you have read, understand, and agree to be bound by this Agreement, as amended from time to time. If you do not or cannot agree to be bound by this Agreement, you may not access or use the Services. If you are accessing or using the Services on behalf of a person or an organization, you are agreeing to this Agreement for that person or organization and representing to JCI that you have the authority to bind that person or organization to this Agreement. This Agreement requires the use of binding arbitration to resolve disputes rather than jury trials or class actions. Please see Section 22 for details, including instructions to follow in order to opt out of binding arbitration and the class action waiver.

1. **Services.** Subject to your continuing compliance with the terms of this Agreement, you may access and use the Services for your internal business purposes only, subject to the Documentation. The Service includes access to JCI’s then-current generally available documentation for use and operation of the Service (the “Documentation”). “Order” means each ordering document (e.g., an order or order form) that references this Agreement or the Services and is between you and JCI (or one of JCI’s authorized distributors or resellers) pursuant to which you purchase a term-based right to use to the Services.

2. **Authorized Users; Your Account.** You will only permit the maximum number of individuals (“Authorized Users”) identified on the Order, if any, to utilize a user name and password (“Account Information”). You will ensure the security and confidentiality of your Account Information, and you are responsible for all activities performed in the Service with your Account Information. To use the Services, you must register for a user account by providing accurate and complete registration information. You will not permit any other person to use your account. By creating an account, you represent and warrant that you are an Authorized User. If you are an employer, you will ensure that all of your Authorized Users comply with the terms of this Agreement, and you will be jointly and severally liable for all actions of Authorized Users related to their access or use of the Service, and any failure by such Authorized Users to comply with the terms of this Agreement will constitute a breach by you; further, you will promptly notify JCI if you discover any possible misuse, loss, or disclosure of your or your Authorized Users’ Account Information. JCI reserves the right to restrict who is eligible for an account.

3. **Updates; Availability of Features and Functions; Software.** JCI may, at any time and in its sole discretion, modify, deprecate, upgrade, or release a new version of the Service, or any portion of its features and functions. Unless otherwise expressly and separately agreed to by JCI, any modification or new version of the Service will be subject to the terms of this Agreement. You may be required to pay additional fees to access new features or functions. Certain features and functions of the Service may be made available based on specific configuration of products and may not be available to you without payment of additional fees. JCI will use commercially reasonable efforts to notify you of any material detrimental change to or discontinuation of the Service. If you establish that a change made by us pursuant to this Section has a materially adverse effect on your authorized use of the Service, you may notify us in writing, and we may propose resolutions or work-arounds. If we are unable to provide you with a resolution or work-around reasonably satisfactory to you, then notwithstanding anything to the contrary, you may terminate this Agreement upon written notice to us. JCI may change, discontinue, or deprecate any

APIs utilized for the Service, if any, from time to time but will use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or deprecated for twelve (12) months after the change, discontinuation, or deprecation unless supporting the previous version: (a) would pose a security or intellectual property issue; (b) is economically or technically burdensome; or (c) is rendered impossible or impractical as a result of a requirement of law or request from governmental entities. You agree that JCI will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or any part of the Services, other than to refund any pre-paid, unused fees for the discontinued Services.

4. **Software.** The Services may require the installation of software (the “Software”) to function (e.g., software embedded in our equipment at your location or on your equipment or systems). Software provided to you as part of the Service is provided under the end user license agreement included with such Software, and if none, JCI’s General End User License Agreement set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula provided that in either instance your use of the Software shall be solely for the purpose of enabling you to use and enjoy the benefit of the Services as permitted under this Agreement. The Software may periodically check for updates that will be automatically installed on your equipment or systems without providing any additional notice or requiring any additional consent from you. By accepting this Agreement, you agree to receive these types of automatic updates without any additional notice, and you consent to these automatic updates. If you do not want updates, you must stop using the Services and Software and terminate your account; otherwise, you will receive these updates automatically. You acknowledge that installing updates may be required for continued use of the Services and the Software, and you agree to promptly install any updates provided by JCI.

5. **Availability Service Level.** Unless a different Services availability level is set forth in the Order or the Supplemental Terms, JCI shall use commercially reasonable efforts to make the Services available twenty four (24) hours a day, seven (7) days a week, except for unavailability of Pre-GA/Trial Services and unavailability due to (i) system maintenance and planned downtime (of which JCI shall use reasonable efforts to give prior notice) and (ii) any unavailability caused by: [a] your software or hardware or Third Party Software or hardware; [b] circumstances beyond JCI’s reasonable control, including but not limited to internet service provider and mobile carrier service availability; and [c] misuse of the Services or other violations of this Agreement by you.

6. **Restrictions.** You will not (and will not allow others to): (a) access or use the Services in any manner or for any purpose, other than as expressly permitted by this Agreement; (b) publish, distribute, license, sell, rent, lease, host or otherwise commercially exploit the Service; (c) modify, alter, tamper with, copy, or create derivative works of the Service; (d) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of any software included in the Services or the trade secrets embodied in the Service, except to the extent the foregoing restrictions are prohibited by applicable law or by the licensing terms governing the use of open-source components that may be included with the Services; (e) use the Service for purposes of developing a similar or competing product or service or other commercial offering; (f) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Documentation or Service; (g) use the Service to store or transmit any Customer Data (as defined in Section 20) that contains or is used to initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware; (h) jeopardize the security of your Service account or anyone else’s account (such as allowing someone else to log in to the Service as you); (i) interfere with the proper working of the Service (including by placing an unreasonable load on the Service infrastructure); (j) work around any technical or security restrictions or limitations in the Services; (k) access or attempt to access any of the Services by means other than an interface provided by JCI; or (l) use any Internet-

based features in any way that could interfere with others' use of them or to try to gain access to or use any service, data, account, or network in an unauthorized manner.

7. **Compliance.** You will ensure your use of the Services and Software (as applicable) is in compliance with all foreign, federal, state and local laws, rules, and regulations applicable to your use. By accessing or using the Services, you warrant that you have all necessary rights and permissions to enter into this Agreement and your doing so does not violate any foreign, federal, state and local laws, rules, and regulations applicable to your access or use of the Services. You will ensure that you have all necessary rights and permissions to use any Customer Data that you submit to or otherwise use in connection with the Services.

8. **Evaluation Offerings.** From time to time, we may offer you access to certain Services, and certain pre-release versions, features and functions of the Services, to you on a beta, pre-GA, trial, or evaluation basis (the "Pre-GA/Trial Services"). Pre-GA/Trial Services are provided to you free of charge, except as otherwise specified by us or as otherwise specified in your Order, and may only be used for your own internal testing and evaluation of such Pre-GA/Trial Services. We may limit, suspend, or terminate your access to any portion of the Pre-GA/Trial Services for any reason in our sole discretion. All restrictions, limitations, and obligations related to your access to and use of the Services set forth in this Agreement shall apply to your access and use of the Pre-GA/Trial Services. Any Pre-GA/Trial Services are subject to change without notice and may differ substantially upon commercial release. Pre-GA/Trial Services are provided "as-is" and without warranty of any kind.

9. **Third Party Software, Products and Services.** To the extent any software licensed from third parties ("Third Party Software") is provided with or incorporated into the Service, you will comply with, and agree to be bound to, the terms and conditions of the applicable third party licenses associated with the Third Party Software, in addition to the terms and restrictions contained in this Agreement. All relevant licenses for the Third Party Software are provided at www.johnsoncontrols.com/techterms or within the Services or Software.

10. **Term and Termination.** This Agreement will commence on the earlier of: (a) the date you enter into an Order; or (b) the date you first access or use the Service (the "Effective Date") and will remain in effect for the term set forth in the Order, unless terminated in accordance with the provisions of this Agreement (the "Term"). Either party may terminate this Agreement on written notice to the other party if the other party is in material breach of its obligations hereunder and fails to cure the breach within thirty (30) days of such written notice. In addition, either party may, in its sole discretion, terminate this Agreement on written notice to the other party upon the bankruptcy or insolvency of the other party or upon the commencement of any voluntary or involuntary winding up, or upon the filing of any petition seeking the winding up of the other party. Upon any termination or expiration of this Agreement, the use and access rights granted to you under this Agreement will automatically terminate, and you will have no further right to use or access the Services.

11. **Suspensions.** JCI may suspend your access to or use of the Service, in whole or in part, immediately without notice to you, if JCI determines that: (a) you are in breach of this Agreement; (b) any amounts owed by you remain past due; (c) it is reasonably necessary to prevent unauthorized access to the Service; or (d) your or your Authorized Users' access or use of the Service: (i) poses a security risk to the Service or any third party; (ii) may adversely impact the Service or the systems related thereto; (iii) may subject us or a third party to any liability; or (iv) may be fraudulent or prohibited by applicable law, rule, or regulation. You will remain responsible for all Fees for the use of the portions of the Services not suspended.

12. **Fees; Taxes.** You will pay JCI (or its distributor or reseller) all fees identified on or referenced in the Order(s) ("Fees") within thirty (30) days of the invoice date, unless a different period is specified in the applicable Order, and payments not made within such time period shall be subject to late charges equal to the lesser of: (a) one and one-half percent (1.5%) per month

of the overdue amount; or (b) the maximum amount permitted under applicable law. To the extent permitted by applicable law, your Order is noncancelable and the sums paid nonrefundable, except as otherwise provided in this Agreement or your Order. Unless otherwise set forth in an applicable Order, any renewal of the Services will be at the then-applicable JCI list price. All taxes, duties, fees and other governmental charges of any kind (including sales and use taxes, but excluding taxes based on the gross revenues or net income of JCI) that are imposed by or under the authority of any government or any political subdivision thereof on the fees for the Service shall be borne solely by you, unless you can evidence tax exemption and shall not be considered a part of a deduction from or an offset against such fees. If you lose tax exempt status, you will pay any taxes due as part of any renewal or payment. You will promptly notify JCI if your tax status changes. You will pay all court costs, fees, expenses, and reasonable attorneys' fees incurred by JCI in collecting delinquent Fees.

13. Geographic and Service Specific Terms.

- a. **Contracting Entity.** The JCI affiliate you are contracting with depends on your geographic location and choice of Service. The applicable JCI affiliate you are contracting with for your Service is set forth on your Order.
- b. **Local Terms.** If the Service is being provided by a JCI affiliate outside of the United States, then the applicable local terms set forth at www.johnsoncontrols.com/toslocalterms ("Local Terms") will apply to the provision of such Service. Applicable Local Terms are incorporated by reference in this Agreement.
- c. **Supplemental Terms.** Service specific, supplemental terms governing particular Services are set forth at www.johnsoncontrols.com/techterms (the "Supplemental Terms"). Applicable Supplemental Terms are incorporated by reference in this Agreement.

14. **Limited Warranty; Disclaimer.** JCI warrants that the Service will perform substantially in conformance with its Documentation throughout the Term. Except to the extent prohibited by applicable law, JCI's sole obligation and your sole and exclusive remedy for breach of the foregoing warranty shall be that JCI will use commercially reasonable efforts to correct the non-conforming Service functionality without charge. JCI shall not be liable for warranty nonconformance caused by use or combination with hardware and software not provided by JCI, misuse of the Service, or your negligence or willful misconduct. EXCEPT AS PROVIDED IN THIS SECTION, THE SERVICES, PRE-GA/TRIAL SERVICES, SOFTWARE, THIRD PARTY SOFTWARE AND ANY DATA, INFORMATION OR RESULTS OBTAINED THROUGH THE SERVICES OR PRE-GA/TRIAL SERVICES ARE PROVIDED ON AN "AS AVAILABLE," "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JCI AND ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, LICENSORS, SERVICE PROVIDERS, SUPPLIERS, SUBCONTRACTORS, DISTRIBUTORS, AND VENDORS (THE "JCI PARTIES") MAKE NO (AND SPECIFICALLY DISCLAIM ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, PRE-GA/TRIAL SERVICES, SOFTWARE, THIRD PARTY SOFTWARE AND ANY DATA, INFORMATION, OR RESULTS OBTAINED THROUGH THE SERVICES OR PRE-GA/TRIAL SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION: (A) THE IMPLIED WARRANTIES OF ACCURACY, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE; (B) ANY WARRANTY THAT: (I) THE SERVICES, PRE-GA/TRIAL SERVICES, SOFTWARE OR THIRD PARTY SOFTWARE WILL MEET YOUR REQUIREMENTS; (II) THE SERVICES, PRE-GA/TRIAL SERVICES, SOFTWARE, OR THIRD PARTY SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE (INCLUDING INTERRUPTIONS DUE TO CYBERATTACKS OR MALICIOUS CODE OR OTHERWISE), FREE OF HARMFUL COMPONENTS, TIMELY OR SECURE; OR (III) THE SERVICES, PRE-GA/TRIAL SERVICES, OR SOFTWARE WILL BE

COMPATIBLE WITH ANY HARDWARE OR SOFTWARE NOT EXPLICITLY SPECIFIED IN THE DOCUMENTATION, OR THAT DEFECTS IN THE SERVICES, PRE-GA/TRIAL SERVICES OR SOFTWARE WILL BE CORRECTED; AND (C) ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JCI OR ANY OF ITS PERSONNEL OR AGENTS WILL CREATE ANY ADDITIONAL WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF JCI'S OBLIGATIONS HEREUNDER. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT, SUCH EXCLUSION WILL NOT APPLY TO YOUR SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

15. Third Party Claims.

- a. BY US. JCI will defend and/or settle, at our cost and expense, any third party claim, suit, action, or proceeding ("Claim") brought against you alleging that the Service infringes a United States patent or a United States registered copyright of that third party, and JCI will pay all damages finally awarded and settlement amounts entered into by us on your behalf related to a covered Claim. The foregoing obligation of JCI is contingent upon you promptly notifying JCI in writing of such Claim, permitting JCI sole authority to control the defense or settlement of such Claim, and providing JCI reasonable assistance in connection therewith. If a Claim of infringement under this Section occurs, or if JCI determines a claim is likely to occur, JCI may, in its sole discretion, either: (a) procure the rights for you to continue to use the Service free of the infringement claim; or (b) replace or modify the Service to make it non-infringing, without loss of material functionality. If either of these remedies is not reasonably available to JCI, JCI may, in its sole discretion, immediately terminate this Agreement and refund to you any fees paid for Services not yet provided as of the termination date. Notwithstanding the foregoing, JCI shall have no obligation with respect to any claim of infringement that is based upon or arises out of the following (the "Excluded Claims"): (a) the use or combination of the Service with any hardware, software, products, information, data, or other materials not provided by us, including your own systems and Customer Data; (b) modification or alteration of the Service by anyone other than JCI or its agents, or if by JCI or its agents, modifications or alterations made at your instruction; (c) your breach of this Agreement or misuse of the Service or use of the Service in excess of the rights granted in this Agreement; (d) use of infringing aspects of the Service after we have notified you of the alleged infringement, provided you with a non-infringing alternative, or after we have terminated the Agreement, or (e) any Third Party Software. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS, The provisions of this Section state the sole and exclusive obligations and liability of THE JCI PARTIES for any claim of intellectual property infringement, MISAPPROPRIATION, OR OTHER VIOLATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS arising out of or relating to the ServiceS, SOFTWARE, and/or this Agreement.
- b. BY YOU. You will indemnify, defend, and hold the JCI Parties harmless from any claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or related to a Claim arising out of or related to: (a) the Excluded Claims; (b) any breach of this Agreement; or (c) any allegation that the materials or content that you submit or otherwise make available under the Agreement, including the Customer Data, infringe, misappropriate or violate the intellectual property rights of a third party. JCI must promptly notify you in writing of any such claim, permit you sole authority to control the defense or settlement of the claim, and provide you reasonable assistance in connection therewith.

16. Use Limitations. In addition to any applicable Supplemental Terms, the following limitations apply to the Services:

- a. The Services are intended to be accessed and used for non-time-critical information, not as a primary and real-time alarm and/or life safety

monitoring platform. THE SERVICES ARE NOT INTENDED TO PROVIDE ANY EMERGENCY, EMERGENCY NOTIFICATION, MISSION CRITICAL, OR SAFETY RELATED FUNCTIONALITY, AND YOU WILL NOT USE THE SERVICES IN SUCH MANNER. The Services are subject to sporadic interruptions and failures for a variety of reasons beyond JCI's control, including Wi-Fi intermittency, service provider uptime, mobile carriers, among others, as well as routine system maintenance. You acknowledge these limitations and agree that JCI is not responsible for any damages allegedly caused by any interruption, failure, or delay of the Services. If you use the Services in any of the prohibited applications identified in this Section: (i) you acknowledge that such use is at your sole risk; (ii) you agree JCI are not liable, in whole or in part, for any claim or damage arising from such use; and (iii) you will indemnify, defend and hold JCI harmless from and against any and all claims, damages, fines, sanctions, losses, costs, expenses, and liabilities arising out of or in connection with such use.

- b. Under no circumstances will JCI be liable or responsible for any use, or any results obtained by the use of, the Services or Software in conjunction with any services, software, or hardware that are not provided by JCI. All such use will be at your sole risk and liability.

17. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE JCI PARTIES BE LIABLE TO YOU 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; (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; AND (C) BUSINESS INTERRUPTION. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL BE LIMITED TO THE FEES PAID BY YOU FOR THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY. THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES. IN SUCH AN EVENT, THIS LIMITATION WILL NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY LAW.

18. Confidentiality.

- a. You acknowledge that all information disclosed by JCI to you, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the Service and the ideas, methods, techniques, and expressions thereof contained in the Service, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by JCI (collectively, "JCI Confidential Information") constitute confidential and proprietary information of JCI, the unauthorized use or disclosure of which would be damaging to JCI. However, JCI Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to JCI; (ii) was known to you prior to its disclosure by JCI without breach of any obligation owed to JCI; (iii) is received from a third party without breach of any obligation owed to JCI; or (iv) was independently developed by you.
- b. You agree to: (i) protect the JCI Confidential Information using the same degree of care that you use to protect the confidentiality of your own confidential information of like kind (but not less than reasonable care); (ii) not use any JCI Confidential Information for any purpose outside the scope of this Agreement; and (iii) except as otherwise expressly provided in this Agreement or authorized by JCI in writing, limit access

to JCI Confidential Information to those of your employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with you containing protections not materially less protective of the JCI Confidential Information than those herein. You may disclose JCI Confidential Information to the extent compelled by law to do so, provided you give JCI prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at JCI's cost, if JCI wishes to contest the disclosure.

19. **Equitable Remedy.** You recognize and agree that a remedy at law for damages will not be adequate to fully compensate JCI for the breach of Sections 1 (Services), 6 (Restrictions), or 18 (Confidentiality). Therefore, JCI will be entitled to temporary injunctive relief against you without the necessity of proving actual damages and without posting bond or other security. Injunctive relief will in no way limit any other remedies JCI may have as a result of breach by you of the foregoing Sections or any other provision of this Agreement.

20. **Data.** You acknowledge and consent to our collection, processing, and use of the Customer Data as described in this Section.

- a. **Data Security.** We are committed to protecting the security and integrity of the Customer Data. We will maintain an information security program that is proportionate to the multiple and diverse risks associated with networked technologies.
- b. **Customer Data.** As between you and us, you own all right, title and interest in and to the Customer Data. You grant to us and our affiliates a non-exclusive, worldwide, sublicensable, perpetual, paid-up right and license to use the Customer Data to provide, maintain, protect, and improve the Service and to improve and develop our products and services. You will secure and maintain all legally required consents and rights and have provided all legally required notices to provide the Customer Data to us. You are solely responsible for all Customer Data including the creation or maintaining of backups and copies of all Customer Data and the accuracy, integrity, quality, legality, and appropriateness of the Customer Data. JCI does not make any representations and warranties with respect to the Customer Data. "Customer Data" means data you or anyone acting on your behalf runs on the Service, causes to interface with the Service or submits to the Service.
- c. **De-Identified Data.** Notwithstanding the other terms in this Agreement, we may use or disclose De-Identified Data for any purpose. "De-Identified Data" means Customer Data that does not identify you directly or by inference.
- d. **Location of Data.** Customer Data may be transferred to or stored and/or processed in the United States or other countries in which we or our affiliates or subcontractors operate. We will act in accordance with the requirements of this Agreement regardless of where we store or process the Customer Data.
- e. **Legal Purpose Disclosure.** Notwithstanding the other terms of this Section, we may use or disclose Customer Data as we believe in good faith to be necessary or appropriate: (i) under applicable law, including laws outside your country of residence; (ii) to comply with legal process; (iii) to respond to lawful requests from public or government authorities; and (iv) to enforce this Agreement or allow us to pursue available remedies or limit the damages that we may sustain.
- f. **Personal Information.** We are dedicated to safeguarding personal information and processing it in a manner consistent with user expectations. The data processing addendum at www.johnsoncontrols.com/dpa (the "DPA") is incorporated by reference herein and will apply to the extent any Customer Data is Personal Data (as defined in the DPA). In regards to other Personal Data, if any, JCI will comply with the Johnson Controls Privacy Notice at <http://www.johnsoncontrols.com/legal/privacy>.

21. **Proprietary Rights.**

- a. **Service.** Except for the limited license rights and other terms expressly set forth in this Agreement, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Services. All trademarks, logos, and service marks ("Marks") displayed on the Services are the property of JCI or of their respective owners. You are not permitted to use any of the Marks without the applicable prior written consent of JCI or such respective owners.
- b. **Feedback.** Any suggestions, information, comments, or other feedback provided by you to JCI regarding the Services or any other products or services provided by JCI (including, without limitation, with respect to modifications, enhancements, improvements, and other changes to the Services or other products or services provided by JCI) (collectively, "Feedback") is voluntary, and you hereby grant to JCI an irrevocable, non-exclusive, perpetual, world-wide, royalty-free, transferrable license to use (and authorize others to use) any Feedback without restriction.

22. **Governing Law and Arbitration, Class-Action Waiver and Jury Waiver.**

- a. **Governing Law.** You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the Federal Arbitration Act, applicable federal law, and the laws of the State of Wisconsin without reference to conflict of laws principles. Unless a dispute would be governed by an applicable arbitration clause, you agree to submit to the personal jurisdiction of the state and federal courts in or for Milwaukee County, Wisconsin for the purpose of litigating all such claims or disputes. Notwithstanding the foregoing, JCI may seek injunctive or other equitable relief to protect its (or its licensors or service providers') confidential information and intellectual property rights or to prevent loss of data or damage to its servers in any court of competent jurisdiction. In the event it is determined by a court of competent jurisdiction that the Federal Arbitration Act, applicable federal law, and the laws of the State of Wisconsin are inapplicable to an action or proceeding brought by either party relating to or under this Agreement, the parties agree to the application of the laws of the country in which you entered into this Agreement to govern, interpret, and enforce all of your and JCI's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any such action or proceeding.
- b. **Arbitration.** Any dispute or claim relating in any way to this Agreement or your access or use of any Services will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. Arbitration will take place in Milwaukee, Wisconsin, U.S.A. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator can award on an individual basis the same damages and relief as a court, including injunctive and declaratory relief or statutory damages, and must follow the provisions of this Agreement as a court would.
- c. **Initiation of Arbitration.** To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Johnson Controls, Inc., Attention: Legal Department at 507 E. Michigan Street, Milwaukee, Wisconsin 53202, United States. Your notice to JCI must: (i) provide your name, mailing address, and email address; (ii) describe the dispute; and (iii) state the relief you are requesting. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules.
- d. **WAIVER OF CLASS ACTIONS.** You and JCI each agree that any dispute resolution proceedings will be conducted only on an individual

basis and not in a class, consolidated, or representative action. If, for any reason, a claim proceeds in court rather than in arbitration, you and JCI each waive any right to a jury trial. You and JCI both agree either you or JCI may bring suit in a state or federal court in Milwaukee County, Wisconsin, United States to enjoin infringement or other misuse of intellectual property rights.

- e. **OPTION TO OPT-OUT.** To opt out of the arbitration and class-action waiver terms in this Section 22, you must notify JCI in writing within thirty (30) days of the date that you first accept this Agreement (unless a longer period is required by applicable law). You must mail your written notification to JCI, Attention: Legal Department to the address in Section 22(c). Subject to Section 22(f), if you do not notify JCI as outlined in this Section 22(e), you agree to be bound by the arbitration and class-action waiver provisions herein, including such provisions in any Agreement revised after the date of your first acceptance.
- f. You may reject any change JCI makes to Section 22 (except address changes) by sending JCI written notice within thirty (30) days of the change by mail to the address in Section 22(c). If you do, the most recent version of Section 22 before the change you rejected will apply. It is not necessary to send JCI a rejection of a future change to this Section 22 if you had properly opted out of the arbitration and class-action waiver provisions in this Section 22 within the first thirty (30) days after you first accepted this Agreement.

23. **General.** This Agreement and all Orders constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement. In the event of a conflict between or among the documents that make up this Agreement, such conflict shall be resolved by giving priority in the following order: the terms of any applicable Local Terms, the Terms of any applicable Supplemental Terms, the terms in the remainder of this Agreement, and terms of the applicable Order. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Any failure by JCI to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. The official language of this Agreement is English. If there is a conflict between versions of this Agreement in any other language, the English language version controls. The following provisions shall survive any termination or expiration of this Agreement: Section 6 (Restrictions), 7 (Compliance), 12 (Fees; Taxes) (to the extent of any fees accrued prior to the date of termination), 13 (Geographic and Service Specific Terms), 14 (Limited Warranty; Disclaimer), 15 (Third Party Claims), 17 (Limitation of Liability), 18 (Confidentiality), 20 (Data), 21 (Proprietary Rights), 22 (Governing Law and Arbitration; Class-Action Waiver and Jury Waiver), 23 (General), 24 (Export/Import), and 25 (U.S. Government Rights). This Agreement and any associated rights or obligations, may not be assigned or otherwise transferred by you without JCI's prior written consent. This Agreement may be assigned by JCI without restriction. This Agreement is binding upon any permitted assignee.

24. **Export/Import.** The Services are licensed for use in the specific country authorized by JCI. You may not export or import the Services to another country without JCI's written permission and payment of any applicable country specific surcharges. You will fully comply with all relevant and applicable export and import laws and regulations of the United States and foreign nations in which the Services will be used ("Export/Import Laws") to ensure that neither the Services nor any direct product thereof are exported or imported, directly or indirectly, in violation of any Export/Import Laws; or are intended to be used for any purposes prohibited by the Export/Import Law. These laws include restrictions on destinations, end users, and end uses. You represent and warrant that you: (a) are not a citizen, national or resident of, nor under the control of, the government of Cuba, Iran, North Korea, Syria, Sudan, or any other country to which the United States or the European Union has prohibited export; (b) are not listed on the

United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor listed on the United States Department of Commerce Table of Denial Orders, nor any other United States Government exclusion lists; (c) are not under the control of or an agent for anyone on such lists or the entities listed above; (d) will not export or re-export any portion of the Services, directly, or indirectly, to the above-mentioned countries or to citizens, nationals, or residents of those countries or to persons on the above mentioned lists; and (e) will not use the Services for, and will not allow the Services to be used for, any purposes prohibited by United States or European Union law, including for the development, design, manufacture, or production of nuclear, chemical, or biological weapons of mass destruction.

25. **U.S. Government Rights.** The Service is a "commercial item" as that term is defined at 48 CFR 2.101 (October 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 CFR 12.212 (September 1995), and is provided to the U.S. Government only as a commercial end item. Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Service with only those rights set forth herein.

26. **Electronic Acceptance.** This Agreement may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent), and your acceptance will be deemed binding between the parties. Neither party may contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because it was accepted or signed in electronic form. Electronically maintained records, when produced in hard copy form, shall constitute business records and shall have the same validity as any other generally recognized business records.

27. **Notice.** JCI may need to communicate with you from time to time regarding this Agreement or the Services. JCI may provide such notice to you via email to the email address you provided to JCI, or through the user interface for the Services, or on our site on which this Agreement is posted. If you have questions regarding this Agreement or need to contact JCI, including to send legal notices, please see <https://www.johnsoncontrols.com/contact-us> for JCI's contact information in the jurisdiction in which you are located. Copies of any legal notices should be sent to Johnson Controls, Inc., Attn: Legal Department at 5757 N Green Bay Avenue, Milwaukee, Wisconsin 53209, United States.

28. **Changes to this Agreement.** Except to the extent prohibited by applicable laws, we may modify this Agreement (including the Supplemental Terms) by posting a revised version on our site on which the applicable Agreement terms are posted, via the Services, by email to the email address associated with your Account, or any means permitted under Section 28. Any changes to this Agreement will be effective upon posting (or such later effective date as may be indicated at the top of the revised Agreement terms). You should ensure that you have read and agree with our most recent Agreement when you use the Service. If you do not agree to the Agreement as amended, you must stop using the Services and cancel your account. Your continued use of the Services after the date the amended Agreement is posted will constitute your acceptance of the amended Agreement.

29. **Copyright Infringement.** If you believe that information or any other material has been used on the Services in a manner that constitutes copyright infringement, please provide notice of such infringement to BTS-DMCAagent@jci.com or to Johnson Controls, Attn: Legal Department, 5757 N Green Bay Avenue, Milwaukee WI, 53209, USA. Only inquiries relevant to this copyright infringement procedure will receive a response. Your notice should include the following information:

- an electronic or physical signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed;
- a description of where the material is located on the Services;
- your address, telephone number, and e-mail address;

- a statement of your good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and,
- a statement by you, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.