

End User License Agreement

IMPORTANT: Please read this End User License Agreement (“**Agreement**”) carefully as it forms a contract between you and Johnson Controls, Inc. (“**JCI**”) that governs your access and use of software embedded on or made available by JCI with SC120 thermostat (“**Device**”) that enables you to control the Device (collectively with any updates provided from time to time, the “**Software**”).

By using the Device or accessing or using the Software, you agree to be bound to this Agreement. If you do not agree to be bound by this Agreement, you may not use the Device or use or access the Software, and may elect to promptly return the Device to JCI for a refund of the Device purchase price by contacting JCI as identified in Section 11.2. If you are installing or using the Device or using or accessing the Software on behalf of a person or an organization, you are agreeing to this Agreement for that person or organization and promising to JCI that you have the authority to bind that person or organization to this Agreement (in which event, “you” and “your” will refer to that person or organization, as applicable). You may access and use the Software only in compliance with this Agreement, and only if you have the power to form a contract with JCI and are not barred under any applicable laws from doing so.

What this Agreement does not cover: Your use of (a) the website located at johnsoncontrols.cn or www.johnsoncontrols.com/techterms (“**Website**”), (b) services through the Website (“**Website Services**”). This Agreement does not govern your use of the Website, Website Services, or Mobile Software, or your purchase of the Device (excluding the Software).

No Warranties and Limited Liability; Arbitration: This Agreement provides you with certain legal rights, but you may have other, additional legal rights, which vary from jurisdiction to jurisdiction. **Please note that JCI doesn't provide warranties for the Software, and this Agreement limits our liability to you. Please see Sections 5 and 6 for details.** Some jurisdictions do not permit the exclusion of implied warranties or the exclusion or limitation of certain damages or other rights, so those terms of this Agreement may not apply to you. **This Agreement requires the use of binding arbitration to resolve disputes rather than jury trials or class actions. Please see Section 10 for details, including instructions to follow in order to opt out of binding arbitration and the class action waiver.**

1. Use Rights and Data.

1.1 License; Open Source.

(a) The Software is licensed, not sold. JCI grants you the non-exclusive right to run one instance of the Software solely as embedded in your Device, so long as you comply with all the terms of this Agreement.

(b) Certain portions of the Software contain open source software (“**Open Source Components**”) that are licensed under the terms of the applicable open source licenses. The terms of the applicable licenses of the Open Source Components take precedence over the terms of this Agreement, only to the extent the terms of this Agreement are not permitted by the applicable licenses of the Open Source Components. A listing of the Open Source Components can be found online at www.johnsoncontrols.com/techterms. If the terms of the applicable licenses of the Open Source Components require JCI to make available to you the corresponding source code and/or modifications (“**Open Source Code**”), you may obtain a copy of the applicable Open Source Code from its current location at www.johnsoncontrols.com/techterms, or by sending JCI a written request with your name and address to: Legal Department, 507 E MICHIGAN ST MILWAUKEE WI 53202 USA. All requests should identify: the Open Source Code that you are requesting, the applicable Device (and any available version information), your email contact

information, and the postal address for delivery of the requested Open Source Code to you. This offer to obtain a copy of the Open Source Code is valid for three years from the date you first licensed the Software.

1.2 Restrictions. You will not (and will not allow others to):

(a) use any portion of the Software separate from the Device or install the Software on a device other than the Device,

(b) publish, copy, rent, lease, lend, sell, license, distribute, or otherwise commercially exploit the Software,

(c) remove any product identification, proprietary, copyright, or other notices contained in the Software,

(d) assign or transfer the Software (except as permitted by Section 2),

(e) work around any technical or security restrictions or limitations in the Software,

(f) modify or create derivative works of the Software, incorporate the Software into or with other software, reverse engineer, decompile, or disassemble the Software, except and only 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 Software, or,

(g) 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.

1.3 Internet-Based Components. Some features of the Software may require connection to the Internet in order to function or third party products, such as mobile operating systems and mobile devices. Such features may result in the transfer of certain data over such connections, which may or may not be secure or encrypted. You are solely responsible for obtaining (and paying for) any necessary Internet access, communication carriers charges, and third party devices. JCI is not responsible for the availability of Internet connections or the security or integrity of data transmitted over such connections.

1.4 Ownership. Except for the limited license rights expressly provided in this Agreement, JCI and its licensors have and will retain all rights, title, and interest (including all intellectual property rights) in and to the Software. Any suggestions, information or feedback provided by you to JCI regarding the Software or the Device (including, without limitation, with respect to modifications, enhancements, improvements and other changes to the Software or Device) ("**Feedback**") is voluntary and you hereby grant to JCI a world-wide, royalty free, irrevocable, transferrable, perpetual license to use (and authorize others to use) any Feedback without restriction.

1.5 Personal and Nonpersonal Information. JCI is dedicated to safeguarding personal information and processing it in a manner consistent with user expectations. Please review the Johnson Controls [Privacy Notice](#) for information about how JCI handles personal information collected through the Device. You hereby grant JCI a perpetual, irrevocable, transferrable, world-wide, non-exclusive and sublicenseable license to use, aggregate, distribute, publish, and otherwise exploit all Nonpersonal Information (defined below) collected through the Device for JCI's business purposes. For example, under this license JCI may collect and use application crash and diagnostic information that does not identify you or another natural person to improve the Device's stability and your experience with the Device. "**Nonpersonal Information**" means data and information that is not "Personal Information" (as defined in the Privacy Notice), including information that does not identify you or another natural person pertaining to the performance, operation and use of the Device or other aggregate or de-identified information.

1.6 Security. JCI cares about the integrity and security of your personal information and maintains a comprehensive information security program that is proportionate to the multiple and diverse risks associated with networked technologies.

1.7 Territorial Access. The Device and Software are not available to all persons or in all countries. If you choose to install the Device in a country other than a country in which JCI supports the Device and Software ("**Target Country**"), you are solely responsible for complying with applicable local laws in such country. You understand and accept that the Software is not designed for use in a non-Target Country and some or all of the features of the Software and/or Device may not work or be appropriate for use in such a country. To the extent permissible by law, JCI accepts no responsibility or liability for any damage or loss caused by your access or use of the Software or Device in a non-Target Country.

2. Transfer. You may transfer the license to use the Software directly to another user only with the transfer of ownership of the Device; and, the party receiving the Device must agree to comply with this Agreement. The transfer of the ownership of a Device must include the embedded Software. For information on how to transfer ownership of the Device, please see the technical guide.

3. Automatic Updates. When the Device is connected to the Internet, the Software may periodically check for updates and automatically download and install updates on the Device 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 Software updates, you must stop using the Device; otherwise, you will receive these updates automatically when the Device is connected to the Internet via a wireless local area network. You acknowledge that updated Software may be required for continued use of the Device, and you agree to promptly install any Software updates provided by JCI.

4. Term and Termination. This Agreement is effective when you first use the Software and continues until you no longer use or own the Device, unless earlier terminated as permitted in this Section 4. You may terminate this Agreement upon written notice to JCI; JCI may terminate this Agreement if you do not comply with any terms in this Agreement. Upon termination, the license granted to you immediately terminates and you will cease and forever refrain from using the Software. Sections 1.2, 1.4, 5, 6, 7, 8, 9, 10 and 11 will survive the termination or expiration of this Agreement for any reason.

5. Warranty Disclaimer; Additional Use Limitations.

5.1 Warranty Disclaimers. THE SOFTWARE AND DEVICE DATA ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JCI AND YOU MAKE NO (AND SPECIFICALLY DISCLAIM ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, (A) ANY WARRANTY THAT (I) THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, FREE OF HARMFUL COMPONENTS, TIMELY, OR SECURE OR (II) ANY DATA, INFORMATION OR RESULTS (COLLECTIVELY, "**DEVICE DATA**") OBTAINED THROUGH THE USE OF THE SOFTWARE WILL BE ACCURATE, TIMELY OR ERROR-FREE, (B) ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND (C) ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT, SUCH EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS AND LIMITATIONS. IN SUCH AN EVENT, SUCH EXCLUSION AND LIMITATION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

YOUR USE OF THE SOFTWARE, ALL DEVICE DATA, AND THE DEVICE IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR, AND JCI DISCLAIMS, ANY AND ALL LOSS, LIABILITY, OR DAMAGES ARISING FROM OR

RELATED TO YOUR USE OF THE SOFTWARE, DEVICE DATA, OR THE DEVICE, INCLUDING TO YOUR COMPUTER, MOBILE DEVICE, HOME, ANY ITEM CONNECTED TO THE DEVICE, HVAC SYSTEM, PLUMBING, AND ALL OTHER ITEMS IN YOUR HOME.

5.2 Third Party Services. The Device and Software may interface with services or applications provided by one or more third parties that JCI makes available to you on or through the Device, including the Wechat (“**Third Party Service**”). JCI may exchange related information with each Third Party Service (e.g., the content of your requests; your zip code in relation to inquiries about the weather; etc.). Once this information is shared with the Third Party Service, its use will be governed by the third party's privacy policy and not by the Johnson Controls Privacy Notice. Your use of any Third Party Service is subject to this Agreement, the Terms of Service (as applicable) and any third party terms applicable to such Third Party Service. If you do not accept the third party terms applicable to a Third Party Service, do not use that Third Party Service. Providers of Third Party Services may change or discontinue the functionality or features of their Third Party Service. You should exercise your own independent judgment when reviewing and relying on information provided by a Third Party Service. JCI is not responsible if a Third Party Service communication management feature delays or prevents you from reviewing or sending a communication. **JCI has no responsibility or liability for Third Party Services. JCI does not guarantee the accuracy, usefulness, safety, completeness, reliability, availability or timeliness of or relating to any Third Party Service. JCI DISCLAIMS, ANY AND ALL LOSS, LIABILITY, OR DAMAGES ARISING FROM OR RELATED TO YOUR USE OF ANY THIRD PARTY SERVICES.**

5.3 Use Limitations.

(a) No life-safety use of the Device. THE DEVICE IS NOT A SMOKE ALARM, CARBON MONOXIDE ALARM OR AN EMERGENCY PRODUCT. The Device is not a substitute for installing and maintaining appropriate smoke alarms and carbon monoxide alarms in your home. You acknowledge and agree that this Device is not certified for emergency response. JCI makes no guarantee that use of the Device or Software will affect or increase any level of health or safety. You understand that this Device is not a third-party monitored emergency notification system and that JCI will not dispatch emergency authorities to your home in the event of an emergency.

(b) Sole Risk and Indemnity. If you use the Device or Software for use in any of the prohibited applications identified in Section 5.3(a): (i) you acknowledge that such use is at your sole risk, (ii) you agree JCI and the manufacturer(s) of the Device 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 and the manufacturer(s) of the Device 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.

(c) No Guarantee of Energy Savings or Other Benefits. Unless explicitly made in writing by JCI, JCI makes no promise or other guarantee that you will achieve any specific energy savings or other monetary benefit through use of the Device and Software. JCI may provide you with information regarding your energy use and suggestions for implementing certain Device or Software features to help achieve energy and cost savings; however, you acknowledge and agree that any such information or suggestions provided by JCI to you are not guarantees of actual energy or monetary savings.

(d) Air quality, health, and other benefits. JCI does not guarantee or promise any specific level of air cleanliness or any health benefits from the use of the Device or Software. Actual air quality may vary with factors beyond JCI's control or knowledge. The indoor air quality information measured and displayed by the Device and Software is for informational purposes only. An indication of “Good” or “Poor” air quality does not mean that levels are safe or harmful. JCI's goal is to provide you with information to help you improve your health and wellness by monitoring and improving air quality. JCI,

to the extent permissible by law, accepts no liability regarding the information measured and displayed by the Device and makes no warranties and representation about the applicability of such information or guidance to your specific needs. THE DEVICE IS NOT INTENDED FOR USE IN THE TREATMENT OR MANAGEMENT OF ANY DISEASES OR CONDITIONS, AND SHOULD IN NO WAY BE CONSIDERED A REPLACEMENT FOR MEDICAL ADVICE OR ACTION IN ORDER TO CURE, TREAT, OR PREVENT DISEASES OF ANY NATURE. Please seek the advice of your qualified health care professional with any questions or concerns you may have regarding your individual needs, any medical conditions or any health questions, including any regarding indoor air quality.

(e) Not for workplace safety use. The Device is not designed to measure compliance with Occupational Safety and Health Administration (OSHA) air contaminant levels and should not be used for that purpose.

(f) Not a metrology device. THE DEVICE IS NOT A METROLOGY DEVICE. JCI makes no guarantee, representation, warranty, or endorsement of any kind about any information that is measured or displayed by or via the Device. JCI, to the extent permissible by law, accepts no liability for the accuracy, reliability, effectiveness, or proper use of information received through the Device. When you rely on such information or take action, you do so solely at your own risk. You acknowledge these limitations and agree that JCI is not responsible for any health problems or damages that may result from any failure or delay of, or any information displayed by the Device or your actions as a result of the information displayed.

6. Limitation of Liability.

6.1 EXCEPT AS PROVIDED IN SECTION 6.3, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL JCI, ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUPPLIERS, AND LICENSORS OR YOU BE LIABLE TO THE OTHER PARTY, (AND IN THE CASE OF JCI, IT'S AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUPPLIERS, AND LICENSORS), OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, OR ANY OTHER PECUNIARY LOSS), ARISING OUT OF, BASED ON, OR RESULTING FROM THIS AGREEMENT, OR THE USE OF, MISUSE OF, OR INABILITY TO USE THE DEVICE OR SOFTWARE, EVEN IF YOU OR JCI (AND JCI'S ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUPPLIERS, AND LICENSORS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (INCLUDING DAMAGES INCURRED BY THIRD PARTIES).

6.2 EXCEPT AS PROVIDED IN SECTION 6.3, IN NO EVENT WILL JCI'S, ITS AFFILIATES' AND ITS AND THEIR OFFICERS', DIRECTORS', EMPLOYEES', AGENTS', CONTRACTORS', SUPPLIERS', AND LICENSORS' OR YOUR TOTAL LIABILITY TO EACH OTHER (AND IN THE CASE OF JCI, IT'S AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUPPLIERS, AND LICENSORS), OR TO ANY OTHER THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, THE DEVICE, THE DEVICE DATA OR THE SOFTWARE, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING GROSS NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE AMOUNT ACTUALLY PAID FOR THE DEVICE BY THE ORIGINAL PURCHASER.

6.3 THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN SECTION 6 DO NOT APPLY TO LIABILITIES THAT ARISE FROM THE UNAUTHORIZED USE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY (INCLUDING THE SOFTWARE) OR THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAWS, SUCH AS IN THE EVENT OF STATUTORILY MANDATED LIABILITY (INCLUDING LIABILITY UNDER APPLICABLE

PRODUCT LIABILITY LAW) OR IN THE EVENT OF PERSONAL INJURY ARISING SOLELY FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

6.4 THIS SECTION 6 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED UNENFORCEABLE.

7. Indemnification. You will indemnify, hold harmless and defend JCI, its licensors and service providers from any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by JCI arising out of or relating to: (a) your breach of any term or condition of this Agreement, (b) your use or misuse of the Software or Device, or (c) violations of any laws, rules or regulations applicable to your use of the Software or Device. JCI reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify JCI and you will cooperate with JCI's defense of such claims. You will not settle any such claim without JCI's prior written consent.

8. Export Compliance. The Device and embedded Software are subject to the export control laws, regulations and orders of the United States and may be subject to the export or import control laws and regulations of other countries. You will comply with all such laws and regulations that apply to the Software. These laws include restrictions on destinations, end users, and end use. **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 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 Software, 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 Software for, and will not allow the Software to be used for, any purposes prohibited by United States law, including for the development, design, manufacture, or production of nuclear, chemical, or biological weapons of mass destruction.

9. Government End Users. The Software is commercial computer software. If you are an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Software was developed fully at private expense. All other use is prohibited.

10. Disputes and Arbitration.

10.1 Any dispute or claim relating in any way to this Agreement or your access or use of the Software will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. 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.**

10.2 To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to JCI, Attention: Legal Department at 507 E Michigan Street, Milwaukee WI, 53202. Your notice

to JCI must (a) provide your name, mailing address, and email address, (b) describe the dispute, and (c) state the relief you are requesting. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its rules in Milwaukee, WI USA, including the AAA's Supplementary Procedures for Consumer-Related Disputes. 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. JCI will reimburse those fees for claims totaling less than US \$10,000 unless the arbitrator determines the claims are frivolous. JCI will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person at either a mutually agreed location or the state (or province) in which you purchased or otherwise obtained the Device.

10.3 WAIVER OF CLASS ACTIONS. We 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 we each waive any right to a jury trial. We also both agree that you or we may bring suit in a state or federal court in Milwaukee County, Wisconsin to enjoin infringement or other misuse of intellectual property rights.

10.4 OPTION TO OPT-OUT. To opt out of the arbitration and class-action waiver terms in this Section 10, you must notify JCI in writing **within 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 11.2. Subject to Section 10.5, if you do not notify JCI as outlined in this Section 10.4, **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.**

10.5 You may reject any change JCI makes to Section 10 (except address changes) by sending JCI written notice within 30 days of the change by mail to the address in Section 10.2. If you do, the most recent version of Section 10 before the change you rejected will apply. It is not necessary to send JCI a rejection of a future change to the this Section 10 if you had properly opted out of the arbitration and class-action waiver provisions in this Section 10 within the first 30 days after you first accepted this Agreement.

11. General Legal Terms and Contact Information.

11.1 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 Device and Software 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. The parties explicitly exclude the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act from application to this Agreement. 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.

11.2 Notice. JCI may need to communicate with you from time to time regarding this Agreement or the Software. JCI may provide such notice to you via updates directly to the Device, or if the Device is linked to an online account, via email to the email address you provided to JCI or on the Website. If you have questions regarding this Agreement or need to contact JCI, see <https://www.johnsoncontrols.com/contact-us> for JCI’s contact information. Please contact local JCI branch for information regarding returns of the Device.

11.3 Entire Agreement. This Agreement is the complete and entire understanding and agreement between JCI and you regarding the Software and supersedes all previous or contemporaneous written and oral agreements and communications relating to the subject matter of this Agreement, all of which are merged into this Agreement. In this Agreement: (a) the word “including” and words of similar import will mean “including, without limitation,” unless otherwise specified and (b) “or” is used in the sense of “and/or”; “any” is used in the sense of “any or all”.

11.4 No Waiver. All waivers by JCI will be effective only if provided in writing. Any failure or delay by JCI to strictly enforce any provision of this Agreement will not operate as a waiver of that provision, any other provision, or any subsequent breach of that or any other provision.

11.5 Severability. Each provision in this Agreement constitutes a separate and distinct provision severable from all other provisions. If any provision (or any part of a provision) is unenforceable under or prohibited by any present or future law, then the unenforceable provision (or part of the unenforceable provision) is amended to be in compliance with such law, while preserving the intent of the original provision to the extent possible. Any provision (or part of a provision) that cannot be amended will be severed from this Agreement; and, all the remaining provisions of this Agreement will continue in full force and effect.

11.6 Third Party Beneficiaries. Each of JCI’s (or its affiliates’) licensors and suppliers (and their affiliates) are third party beneficiaries of this Agreement, with the right to directly enforce this Agreement with respect to the portion of the Software or the component of the Device applicable to such enforcement.