

OpenBlue Location Manager - Social Distancing and Contact Tracing

Supplemental Terms and Conditions

These Supplemental Terms and Conditions (these “Supplemental Terms”) are supplemental terms for and apply solely to the following Services: OpenBlue Location Manager Social Distancing and Contact Tracing and successor products. These Supplemental Terms are part of and supplement the JCI Terms of Service between JCI and you available at www.johnsoncontrols.com/buildings/legal/digital/general/tos (the “Terms of Service”).

1. **Conflicts.** To the extent there is any conflict between these Supplemental Terms and the Terms of Service, the terms of these Supplemental Terms will control. The terms and conditions of the Terms of Service that are not modified or amended by these Supplemental Terms will remain in full force and effect and remain applicable to the Service. Capitalized or otherwise defined terms not defined in these Supplemental Terms have the meaning given to them in the Terms of Service.

2. **Supplemental Terms.**

a. **JCI Does Not Warrant Safety from Contagions; Other Warranty Terms.** The Service is intended to be used as a tool for helping Customer manage its response to the unknown and challenging environment in which Customer is working to address the unprecedented COVID-19 pandemic, or to be better prepared for future outbreaks of COVID-19. JCI cannot guarantee that the Service will prevent the spread of severe acute respiratory syndrome coronavirus 2 (“SARS-CoV-2”), which causes coronavirus disease 2019 (“COVID-19”), or keep any person safe. **JCI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICE WILL DETECT THE PRESENCE OF, OR ELIMINATE, PREVENT, TREAT, OR MITIGATE THE SPREAD, TRANSMISSION, OR OUTBREAK OF, SARS-COV-2, COVID-19 OR ANY OTHER PATHOGEN, DISEASE, VIRUS, OR OTHER CONTAGION (collectively, “Contagion Events”).**

b. **Indemnity.** Customer agrees to indemnify, defend, and hold JCI harmless from any and all claims (including, without limitation, claims for personal injury, death or property damage), damages, losses, liabilities, costs and expenses (including reasonable attorney’s fees) arising out of or related to (i) a Contagion Event; (ii) Customer’s or its customers’ use of the Service, including, without limitation, any claims, suits, actions or proceedings relating to or arising from (y) a failure by the Service to detect the presence of, or eliminate, prevent, or mitigate the spread, transmission, or outbreak of, a Contagion Event or (z) invasions of privacy; (iii) a breach by Customer of this Agreement (as defined below); or (iv) the negligence or recklessness of, willful misconduct of, or violation of applicable laws, ordinances, or regulations by, the Customer or any of its employees or agents or third parties. Notwithstanding the foregoing, in no event shall Customer be required to indemnify, defend or hold JCI harmless to the extent the claims, damages, losses, liabilities, costs or expenses result from JCI’s negligence or willful misconduct.

c. **Limitation of Damages Relating to the Service.** **CUSTOMER SHALL SOLELY BEAR ANY AND ALL LIABILITY ARISING FROM CONTAGION EVENTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT (INCLUDING STRICT LIABILITY), EVEN IF SUCH DAMAGES WERE FORESEEABLE OR IF JCI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (i) DAMAGES, SUCH AS PERSONAL INJURY OR ILLNESS, DEATH OR PROPERTY DAMAGE, RELATED TO, ARISING OUT OF, OR CAUSED BY CONTAGION EVENTS; (ii) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (iii) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; AND/OR (iv) BUSINESS INTERRUPTION. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF JCI ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE) SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER FOR THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY.**

d. **Compliance with Law.** Customer is solely responsible for compliance with all applicable laws, regulations and authorizations relating to Customer’s use of the Service, including but not limited to any laws, regulations and authorizations pertaining to personal data protection, privacy and security, any laws relating to the

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collection or processing of biometric or health information, or any laws requiring notice or consent of persons with respect to Customer's collection or processing of biometric or health information.

e. **Location Services.** Any indoor location service provided by JCI as part of the Services uses commercially reasonable efforts to target a particular level of location accuracy. This accuracy target will be an aggregate number and individual device and/or tag accuracy levels cannot be guaranteed. JCI does not warrant a particular level of location accuracy and factors outside of JCI's control including, but not limited to, building materials, speed of tagged asset movement, RF interference, AC socket availability and location can all affect the level of location accuracy.