

## APP TERMS OF USE

These App Terms of Use (“**Terms**”) were last updated December 18, 2018.

**IMPORTANT:** Please read these Terms carefully as they form a contract between you and the Johnson Controls entity identified in Section 9 as offering the applicable Services (“**JCI**”) that governs your access and use of (a) JCI’s websites that allow for interaction with or reporting from the Device, if any (each a “**Site**”), (b) services provided through a Site, if any (“**Web Apps**”), and (c) certain software (including any updates) related to the Device that may be downloaded to your mobile device and services available through such software (“**Mobile Apps**”) (collectively, the “**Services**”), all for use in connection with your device (the “**Device**”).

**By accessing or using the Services, you agree that you have read, understand, and agree to be bound by these Terms, as amended from time to time. If you do not agree to be bound by these Terms and the [Privacy Notice](http://www.johnsoncontrols.com/legal/privacy) (located at [www.johnsoncontrols.com/legal/privacy](http://www.johnsoncontrols.com/legal/privacy)) (the “**Privacy Notice**”), 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 these Terms for that person or organization and promising to JCI that you have the authority to bind that person or organization to these Terms (in which event, “you” and “your” will refer to that person or organization, as applicable). You may access and use the Services only in compliance with these Terms, 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 these Terms do not cover:** (a) your access and use of software embedded on the Device (the “**Software**”) is governed by the Johnson Controls’ Device End User License Agreement (available at [www.johnsoncontrols.com/buildings/legal/digital/deviceeula](http://www.johnsoncontrols.com/buildings/legal/digital/deviceeula)), (b) your Device limited warranty (excluding the Software warranty), which is provided with your Device, and (c) the Device sale, which is covered by your applicable terms of sale.

**No Warranties and Limited Liability; Arbitration:** These Terms provide 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 Services, and these Terms limit our liability to you. Please see Sections 3 and 4 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 provisions of these Terms may not apply to you. **These Terms require the use of binding arbitration to resolve disputes rather than jury trials or class actions in jurisdictions that permit you to agree to such binding arbitration. Please see Section 6 for details, including instructions to follow in order to opt out of binding arbitration and the class action waiver.**

### 1. Use of Services and Accounts.

#### 1.1 Use of and Access to Services; Open Source.

(a) Subject to your continued compliance with these Terms, JCI grants you on a non-exclusive, non-transferable, and non-sublicensable right to access and use the Services (i) online through the Web Apps and (ii) by installing and using the Mobile Apps solely on your mobile device, in each case solely to control and monitor the Device. JCI reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, updates or enhancements to the Services at any time. JCI may add or remove functionalities or features, and or suspend or stop the Services altogether, at any time and

without prior notice to you. 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.

(b) If certain portions of the Services 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 these Terms, only to the extent the terms of these Terms are not permitted by the applicable licenses of the Open Source Components. A listing of the Open Source Components can be found either accompanying your Device or online at [www.johnsoncontrols.com/techterms](http://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](http://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 have first accessed and used the Services.

1.2 Accounts. 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. You are responsible for the security of your passwords and for any use of your account. JCI reserves the right to restrict who is eligible for an account. JCI reserves the right to reject or revoke your account, in JCI’s sole discretion, at any time without liability. Only individuals age 18 and older are permitted to use the Services. If you are between the age of 13 and the age of majority in the jurisdiction where you reside, you agree you will only use the Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. Any use or access to the Services by individuals under the age of 13 is prohibited and is a violation of these Terms.

1.3 Automatic Updates. The Services may periodically check for updates that will be automatically installed without providing any additional notice or requiring any additional consent from you. **By accepting these Terms, 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 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 Device, and you agree to promptly install any updates provided by JCI.

1.4 Restrictions. You will not (and will not allow others to): (a) publish, copy, rent, lease, lend, sell, license, distribute, host or otherwise commercially exploit the Services, (b) access the Services in order to build a similar or competitive service or other commercial offering or for any other purposes except to interact with your Device, (c) remove any product identification, proprietary, copyright, or other notices contained in or displayed with the Services, (d) assign or transfer the Services (except as permitted by Section 7.7), (e) work around any technical or security restrictions or limitations in the Services, (f) modify, create derivative works of, reverse engineer, decompile, or disassemble any part of the Services, 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, (g) copy, reproduce, distribute, download, display, or transmit the Services (or any portion of the Services) in any form or by any means, except as expressly permitted by these Terms, (h) 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, (i) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer or communication network, computer, handheld mobile device, data, the Services, the Device, or any other system, device or property, or (j) access or attempt to access any of the Services by means other than an interface provided by JCI.

1.5 Ownership. Except for the limited license rights expressly provided in these Terms, JCI and its licensors have and will retain all rights, title, and interest (including all intellectual property rights) in and to the Services. Any suggestions, information or feedback provided by you to JCI regarding the Services (including, without limitation, with respect to modifications, enhancements, improvements and other changes to the Services) ("**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.

1.6 Privacy and Nonpersonal Information. JCI is dedicated to safeguarding personal information and other data and processing it in a manner consistent with user expectations. Please review the [Privacy Notice](#) (located at [www.johnsoncontrols.com/legal/privacy](http://www.johnsoncontrols.com/legal/privacy)) for information about how JCI handles personal information and other data collected through the Services. You hereby grant JCI a perpetual, irrevocable, transferrable, world-wide, non-exclusive and sublicensable license to use, aggregate, distribute, publish, and otherwise exploit all Nonpersonal Information (defined below) collected through the Services 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 Mobile App's or the Device's stability and your experience with the Services. "**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 Services or the Device or other aggregate or de-identified information.

1.7 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.

1.8 Territorial Access. The Services are not available to all persons or in all countries. If you choose to use and access the Services in a country other than a country in which JCI supports the Services and the Device ("**Target Country**"), you are solely responsible for complying with applicable local laws in such country. You understand and accept that the Services are not designed for use in a non-Target Country and some or all of the features of the Services or the 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 Services or Device in a non-Target Country.

1.9 Internet-Based Components. Some features of the Services 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.

**2. Term and Termination**. These Terms will remain in effect so long as you continue to access or use the Services, or until terminated in accordance with the provisions of these Terms. Without limiting any

other provisions in these Terms, JCI may (a) suspend or terminate your rights to access or use the Services, or (b) terminate these Terms with respect to you if JCI in good faith believes that you have used the Services in violation of these Terms. If you transfer a Device to a new owner, your right to use the Services with respect to that Device automatically terminates, and the new owner will have no right to use the Device or Services under your account. Your account and the limited right to access and use the Services under Section 1 of these Terms will automatically terminate upon the termination of these Terms. Sections 1.4, 1.5, 1.6, 3, 4, 5, 6 and 7 survive any expiration or termination of these Terms.

### **3. Warranty Disclaimer; Additional Use Limitations.**

3.1 Warranty Disclaimers. THE SERVICES AND ANY DATA, INFORMATION OR RESULTS OBTAINED THROUGH THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JCI AND ITS LICENSORS AND SERVICE PROVIDERS 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 SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, FREE OF HARMFUL COMPONENTS, TIMELY, OR SECURE OR (II) ANY DATA, INFORMATION OR RESULTS OBTAINED THROUGH THE USE OF THE SERVICES WILL BE ACCURATE, TIMELY OR ERROR-FREE, (B) ANY IMPLIED WARRANTY OF ACCURACY, 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.

YOUR USE OF THE SERVICES AND ANY DATA, INFORMATION OR RESULTS OBTAINED THROUGH THE SERVICES 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 SERVICES AND ANY DATA INFORMATION OR RESULTS OBTAINED THROUGH THE SERVICES, INCLUDING TO YOUR COMPUTER, MOBILE DEVICE, HOME, ANY ITEM CONNECTED TO THE DEVICE, HVAC SYSTEM, PLUMBING, AND ALL OTHER ITEMS IN YOUR HOME.

3.2 Third Party Services. JCI may provide the opportunity for you to use the Device or Services to interface with services or applications provided by one or more third parties (“**Third Party Services**”). You decide which Third Party Services you want to interface with and may revoke consent at any time. In those instances where you consent to interface with a Third Party Service, JCI may exchange relevant information with the Third Party Service, which may include personal information (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 Privacy Notice. Your use of any Third Party Service is subject to these Terms 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.**

3.3 App Stores. The availability of the Mobile Apps is dependent on the availability of the third party mobile application store (e.g., Apple, Inc.'s App Store or Google, Inc.'s Google Play Store) where you download the Mobile Apps (each, an "**App Store**"). App Stores are considered Third Party Services. You may be required to accept and abide by the terms and conditions of an App Store in order to download and use any Mobile App. You will comply with, and your license to use the Mobile Apps is conditioned upon your compliance with, applicable App Store terms and conditions. You acknowledge that an App Store is not responsible for any support and maintenance services with respect to the Mobile App. In the event that any Mobile App fails to conform to any applicable warranty provided under these Terms or under applicable law, you acknowledge that no App Store has any warranty obligation except to the extent required by applicable law. You acknowledge that as between JCI and an App Store, JCI is responsible for addressing any third party claims related to the Mobile Apps and your possession or use of the Mobile Apps. You acknowledge that the owners of the App Stores, including their affiliates, are third party beneficiaries to these Terms, and that upon your acceptance to these Terms, each App Store that you use to obtain the Mobile Apps will have the right (and will be deemed to have accepted such right) to enforce these Terms against you as a third party beneficiary of these Terms with respect to the Mobile Apps. To the extent such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, these Terms, the more restrictive or conflicting terms and conditions in these Terms apply.

3.4 Use Limitations.

(a) No life-safety use of the Device. THE DEVICE IS NOT A SMOKE ALARM, CARBON MONOXIDE ALARM OR AN EMERGENCY DEVICE. 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 Services 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 Services for use in any of the prohibited applications identified in Section 3.4(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 or Services. JCI may provide you with information regarding your energy use and suggestions for implementing certain Device or Services 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 Services. 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 Services 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.

(g) Certain Requirements. The Services (or portions thereof) will not be accessible without: (i) a working Wi-Fi network in your home (or other location where the Device is used) that is configured to communicate reliably with the Device, (ii) an active account to the Services, (iii) a supported mobile device, (iv) always-on broadband Internet access in your home (or other location where the Device is used), and (v) other system elements that may be specified by JCI from time to time. JCI is not responsible for obtaining, maintain or configuring required system components, and you acknowledge the Services may not work as described when the requirements and compatibility have not been met.

(h) Notifications. Some features of the Services provide notifications. Such notifications are not intended to be entirely reliable, and JCI makes no guarantee or warranty regarding the reliability of such notifications. Any notifications provided through the Services or the Device are made entirely for informational purposes only and are not intended to be used as an emergency notification system.

(i) No Uptime or Availability Guarantee. The Services are provided AS-IS and AS AVAILABLE. The Services are not intended to be used for time-critical information. JCI makes no guarantee or warranty regarding the availability or reliability of the Services, including any failures or unavailability beyond JCI's control, such as the lack of an Internet connection. JCI does not provide any specific uptime or availability guarantee for the Services.

#### **4. Limitation of Liability.**

4.1 EXCEPT AS PROVIDED IN SECTION 4.3, 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, 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 ANY OTHER PECUNIARY LOSS), ARISING OUT OF, BASED ON, OR RESULTING FROM THESE TERMS, OR THE USE OF, MISUSE OF, OR INABILITY TO USE THE SERVICES, 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).

4.2 EXCEPT AS PROVIDED IN SECTION 4.3 AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, 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 THESE TERMS OR THE SERVICES, 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.

4.3 THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN SECTION 4 DO NOT APPLY TO LIABILITIES THAT ARISE FROM THE UNAUTHORIZED USE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY (INCLUDING THE SERVICES) 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.

4.4 THIS SECTION 4 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THESE TERMS IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED UNENFORCEABLE.

**5. 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 these Terms, (b) your use or misuse of the Services, or (c) violations of any laws, rules or regulations applicable to your use of the Services. 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 to settle any such claim without JCI's prior written consent.

## **6. Disputes and Arbitration.**

6.1 **Any dispute or claim relating in any way to these Terms 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. The Federal Arbitration Act and federal arbitration law apply to these Terms. **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 these Terms as a court would.**

6.2 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 in New York, New York, USA, by the American Arbitration Association (“AAA”) under its rules including the AAA's Supplementary Procedures for Consumer-Related Disputes and the International Commercial Arbitration Supplementary Procedures. The AAA's rules are available at [www.adr.org](http://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. 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 the Device.

**6.3 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.

**6.4 OPTION TO OPT-OUT.** To opt out of the arbitration and class-action waiver terms in this Section 6, you must notify JCI in writing **within 30 days** of the date that you first accept these Terms (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 6.2. Subject to Section 6.5, if you do not notify JCI as outlined in this Section 6.4, **you agree to be bound by the arbitration and class-action waiver provisions herein, including such provisions in any Terms revised after the date of your first acceptance.**

**6.5** You may reject any change JCI makes to Section 6 (except address changes) by sending JCI written notice within 30 days of the change by mail to the address in Section 6.2. If you do, the most recent version of Section 6 before the change you rejected will apply. It is not necessary to send JCI a rejection of a future change to this Section 6 if you had properly opted out of the arbitration and class-action waiver provisions in this Section 6 within the first 30 days after you first accepted these Terms.

## **7. General Legal Terms and Contact Information.**

**7.1 Changes to Terms.** JCI may change these Terms at any time by posting the amended Terms at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms) or other applicable site. Any changes to these Terms will be effective upon posting the revised version of these Terms (or such later effective date as may be indicated at the top of the revised Terms). We may also notify you via the Services or by email to the email address associated with your account. If you do not agree to the Terms as amended, you must stop using the Services and cancel your account. Your continued use of the Services after the date the amended Terms are posted will constitute your acceptance of the amended Terms.

**7.2 Governing Law.** You agree that these Terms, and any claim, dispute, action, or issue arising out of or relating to these Terms or your use of the Device and 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.



7.3 Notice. JCI may need to communicate with you from time to time regarding these Terms or the Services. JCI may provide such notice to you via email to the email address you provided to JCI or on a Site. If you have questions regarding these Terms or need to contact JCI, please see <https://www.johnsoncontrols.com/contact-us> for JCI's contact information.

7.4 Entire Agreement. These Terms are the complete and entire understanding and agreement between JCI and you regarding the Services and supersede all previous or contemporaneous written and oral agreements and communications relating to the subject matter of these Terms, all of which are merged into these Terms. In these Terms: (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".

7.5 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 these Terms will not operate as a waiver of that provision, any other provision, or any subsequent breach of that or any other provision.

7.6 Severability. Each provision in these Terms 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 these Terms; and, all the remaining provisions of these Terms will continue in full force and effect.

7.7 Assignment. These Terms, and any associated rights or obligations, may not be assigned or otherwise transferred by you without JCI's prior written consent. These Terms may be assigned by JCI without restriction. These Terms are binding upon any permitted assignee.

7.8 Proprietary Rights. 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.

7.9 Export Compliance. The Services 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 Services. 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 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 law, including for the development, design, manufacture, or production of nuclear, chemical, or biological weapons of mass destruction.

7.10 **Government End Users.** The Services are comprised of 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 Services, or any related documentation of any kind, including technical data and manuals, is restricted by these Terms in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Services and software contained therein were developed fully at private expense. All other use is prohibited.

**8. 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 written notice including the following information to JCI's designated agent:

- 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.

JCI's designated agent may be contacted at [DMCAagent@jci.com](mailto:DMCAagent@jci.com) or at:

Legal Department  
Johnson Controls, Inc.  
507 East Michigan Street  
Milwaukee, WI 53202, USA  
Attn: Copyright Agent

**9. 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 at [www.johnsoncontrols.com/buildings/legal/digital/contractingentity](http://www.johnsoncontrols.com/buildings/legal/digital/contractingentity).