

## Johnson Controls Master Services Agreement

This Johnson Controls Master Services Agreement (“MSA”) is entered into between JCI (defined below) and Customer. If Customer contracts for Services from JCI hereunder, Service specifics, pricing and other details will be contained in an SOW that will incorporate the terms of this MSA. Nothing in this MSA shall obligate a Party to enter into any SOW, but by entering into an SOW that incorporates this MSA, you agree that you have read and agree to be bound by this Agreement. JCI and Customer are each individually a “Party” hereunder or, collectively, the “Parties” hereunder.

### 1. Definitions.

- a. “Affiliate” means any legal entity that a Party owns, that owns a Party or that is under common ownership with a Party, where “ownership” for purposes of this definition means control, directly or indirectly, of more than a fifty percent (50%) interest in an entity.
- b. “Agreement” means collectively this MSA, including any exhibits and attachments hereto, and the applicable SOW entered into.
- c. “Customer” means the entity receiving Services from JCI that has entered into the applicable SOW.
- d. “Deliverable” means work product or tangible results of the Services (including computer code, documents, and other materials) that are set forth in an SOW. Deliverables do not include the Products.
- e. “JCI” means the JCI Affiliate that has entered into the applicable SOW.
- f. “Products” means, collectively, JCI software and hosted software based services (“Hosted Services”) offering provided under an SOW. Products include any fixes, support patches, updates, upgrades, or other modifications to the applicable Product.
- g. “Services” mean any implementation, configuration, professional, consulting, integration, installation, commissioning or other services to be provided by JCI under the Agreement, as described in more detail in an applicable SOW. The Services do not include Hosted Services.
- h. “SOW” means the applicable order, order form, statement of work or other similar document that describes the Services to be performed and any Deliverables to be provided and that is executed by JCI and Customer and incorporates the terms of this MSA.

### 2. Services.

a. **Provision of Services.** JCI will provide the Services in accordance with the SOW. The Parties, may request changes in the Services, consisting of additions, deletions, or other revisions (“Change Orders”). The price, time for performance, and any other provisions of this Agreement impacted by such change shall be equitably adjusted in accordance with the Change Order. Such adjustments shall be determined by mutual agreement of the Parties. JCI may delay performance at no risk to JCI until adjustments arising out of the Change Order are clarified and agreed upon. Any Change Order must be signed by an authorized representative of each Party.

b. **Schedule.** JCI shall commence the Services in accordance with a mutually agreed to schedule on an unrestricted basis upon the effective date of a notice to proceed issued by Customer. Such schedule shall be a summary bar chart schedule of events significant to JCI’s services to achieve completion of the work or such other mutually agreeable form of schedule. Customer shall not issue, and JCI shall have no obligation to accept, the

notice to proceed until the following conditions have been satisfied: (a) Customer has provided JCI access to the site; (b) Customer shall have obtained all permits that are the responsibility of Customer in connection with performance of the Services; (c) Customer has provided access to utilities and fulfilled all of its other obligations identified in the SOW that are required, or should reasonably be understood to be required prior to issuance of the notice to proceed; and (d) Customer is not in arrears with respect to any payments due to JCI.

c. Pre-existing Work. All rights in technology, inventions, know-how, computer code or other materials developed or otherwise obtained by or for the Parties or their Affiliates independent of the Agreement (“Pre-existing Work”) shall remain the sole property of the Party providing the Pre-existing Work. During the performance of Services, if Customer provides Pre-Existing Work for the purpose of the SOW, then Customer grants to JCI a temporary, non-exclusive license to use, reproduce and modify any of Customer’s Pre-existing Work provided to JCI, solely as needed to perform its obligations in connection with the Services. Customer receives a nonexclusive license to JCI Pre-existing Work included in a Deliverable for the sole purpose of utilizing the applicable JCI Product as agreed between the Parties. The license to JCI’s Pre-existing Work is conditioned upon Customer’s compliance with the terms of the Agreement.

d. Developments. All rights in any technology, inventions, know-how, computer code or other materials developed by JCI hereunder (the “Developments”), other than the Confidential Information of Customer, is the property of JCI. Upon payment in full, JCI grants to Customer a license to use the Developments to the extent included in a Deliverable for the sole purpose of utilizing the applicable JCI Product as agreed between the Parties.

e. JCI Products. JCI does not transfer any ownership rights to the Products, and all right title and interest in and to the intellectual property in the Products will remain the property of JCI. Any software provided as a Product hereunder is licensed and not sold. All Products provided under an SOW will be licensed according to the terms of the license agreement or terms of service included with or otherwise applicable to such Products. JCI’s standard terms of service and end user license agreements for a variety of JCI Products can be found at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms).

f. Reservation of Rights/Restrictions. All rights not expressly granted herein are reserved to JCI. Unless specifically agreed in an SOW, JCI’s Products are for internal use only and Customer may not distribute them or cause them to be distributed. Customer will not: (i) reverse engineer, decompile or disassembly any Product or Deliverable, except to the extent applicable law permits it despite this limitation; or (ii) distribute, sublicense, rent, lease, lend or host any Product or Deliverable except as permitted in the applicable SOW or in a separate written agreement signed by an authorized representative of each Party.

g. Prices; Payment. Customer will pay all fees in an SOW within 30 days’ of the date of invoice, unless the SOW provides otherwise. JCI may charge separately and Customer will pay for reasonable out of pocket expenses, such as travel, incurred in providing the Services. Prices for materials and equipment covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment, to reflect any increase in JCI’s cost of raw materials (e.g., steel, aluminum) incurred by JCI after issuance of the SOW. Unless otherwise set forth in an SOW, any renewal of Services will be at the then-applicable JCI list price. JCI’s fees exclude any taxes, duties, tariffs, levies or other governmental charges or expenses (including, without limitation, any value added taxes), which, if applicable, will be billed to and paid by Customer. JCI is responsible for taxes based upon its personal property ownership and net income. If any taxes are required to be withheld on payments

made by Customer to JCI, Customer may deduct such taxes from the amount owed JCI and pay them to the appropriate taxing authority; provided however, that Customer promptly secures and delivers an official receipt for those withholdings and other documents reasonably requested by JCI to claim a foreign tax credit or refund. Customer will make certain that any taxes withheld are minimized to the extent possible under applicable law. Customer remains obligated to pay JCI for the amount of tax withheld until Customer provides to JCI the official receipt and other documents reasonably requested. JCI may, at its option, assess a finance charge of the lesser of 18% per annum, accrued, calculated and payable monthly, or the highest amount allowed by law, on all past due amounts due to JCI. JCI will have no obligation to continue to provide Services if Customer fails to make timely payment.

h. Differing Site Conditions. JCI shall promptly give written notice to Customer of (a) subsurface or latent physical conditions at the site which differ materially from those indicated in the contract documents, or (b) unknown physical conditions at the site, of an unusual nature which differ from those ordinarily encountered and generally recognized as inherent in Services of the character called for in the SOW. If notified, the Customer will promptly investigate such differing site conditions and notify JCI of its findings. If the conditions do so differ and cause an increase in the cost of or time required to perform the Services, an equitable adjustment shall be made and the contract price or schedule modified accordingly.

i. Delays & Impacts. If JCI is delayed, impacted, or interfered with in the commencement, performance, or completion of the Services by causes beyond its control and without its fault, including, but not limited to, inability to access property; a Force Majeure (as defined below) event; the existence of previously undisclosed Hazardous Materials; failure by Customer or those under the control of Customer to perform their obligations; or failure by Customer or those under the control of Customer to cooperate with JCI in the timely completion of the Services, JCI shall provide written notice to Customer of the existence, extent of, and reason for such delays or impacts. Under such circumstances, JCI shall be entitled to an equitable adjustment in the time for performance, price for the Services, and any other provisions of this Agreement so impacted. JCI shall not be liable for any delay in the performance of the Services resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots or war, strikes, labor disputes, acts of government agencies, explosions or other casualties, thefts, vandalism, acts of terrorism, changes in laws, or unavailability of parts, materials or supplies ("Force Majeure"). Claims for equitable adjustment may be asserted in writing within a reasonable time from the date a Party becomes aware of a change to the Services.

### 3. Confidentiality.

a. What is included. "Confidential Information" is non-public information, know-how and trade secrets in any form that are designated as "confidential" or that a reasonable person knows or reasonably should understand to be confidential. It includes non-public information regarding either Party's products or customers, marketing and promotions, or the negotiated terms of JCI agreements.

b. What is not included. The following types of information, however marked, are not Confidential Information. Information that: (i) is, or becomes, publicly available without a breach of the Agreement; (ii) was lawfully known to the receiver of the information without an obligation to keep it confidential; (iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential; (iv) is independently developed by a Party without use of the other Party's Confidential Information; or (v) is a comment

or suggestion one Party volunteers about the other Party's business, products or services. All comments, suggestions or feedback regarding JCI's business, products or services are the property of JCI.

c. **Treatment of Confidential Information.** Subject to the other terms of the Agreement, each Party agrees that: it will not disclose the other Party's Confidential Information to third parties; and it will use and disclose the other Party's Confidential Information only for purposes of the Parties' business relationship with each other. Each Party agrees: (i) to take reasonable steps to protect the other Party's Confidential Information – these steps will be at least as protective as those the Party takes to protect its own Confidential Information; (ii) to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and (iii) to cooperate with the other to help regain control of the Confidential Information and to prevent further unauthorized use or disclosure.

d. **Sharing Confidential Information with Affiliates and Representatives.** A "Representative" is an employee, Contractor, advisor, or consultant of one of the Parties or of one of the Parties' Affiliates. Each Party may disclose the other Party's Confidential Information to its Representatives (who may then disclose that Confidential Information to other of that Party's Representatives) only if those Representatives have a need to know about it for purposes of the Parties' business relationship with each other. Before doing so, each Party will ensure that such Affiliates and Representatives are required to protect the Confidential Information on terms consistent with the Agreement. Additionally, each Party is responsible and liable for its Affiliates' and its Representatives' breach of this Section. Neither Party is required to restrict work assignments of Representatives who have had access to Confidential Information. Neither Party can control the incoming information that the other will disclose to it in the course of working together, nor what that Party's Representatives will remember, even without notes or other aids. Each Party agrees that use of information in Representatives' unaided memories in the development or deployment of the Parties' respective products or services does not create liability under the Agreement or trade secret law, and each Party agrees to limit what it discloses to the other accordingly.

e. **Disclosing Confidential Information if required to by law.** Each Party may disclose the other Party's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each Party will seek the highest level of protection available and use reasonable efforts to give the other Party enough prior notice to provide a reasonable chance to seek a protective order.

f. **Length of Confidential Information obligations.** Except as permitted herein, neither Party will use or disclose the other Party's Confidential Information for five years after it is received.

#### 4. Non-JCI software and technology.

a. Customer is solely responsible for any non-JCI software or technology that it installs or uses with the Products or the Deliverables. JCI is not a Party to and is not bound by any terms governing Customer's use of non-JCI software or technology.

b. If Customer installs or uses any non-JCI software or technology with the Products or the Deliverables, Customer directs and controls the installation in and use of such non-JCI software or technology in

the Products through its actions. If Customer installs or uses any non-JCI software or technology with the Products, it will not do so in any way that would subject JCI's intellectual property or technology to obligations beyond those included in the Agreement.

5. Limited Warranty. JCI warrants that Services will be performed in a professional and workmanlike manner. This limited warranty for Services is provided for 90 days from delivery of a Deliverable, unless otherwise stated in a SOW. This limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with the Agreement or resulting from events beyond JCI's reasonable control. If JCI fails to meet any of the above limited warranties and Customer notifies JCI within the warranty term, then JCI will at its option (1) return the price paid for the specific Service or Deliverable or (2) re-perform the specific Service using reasonable efforts to cure the failure. These are Customer's only remedies for breach of the limited warranty other than remedies required to be provided under applicable law. **DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, JCI PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. JCI DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, OR NONINFRINGEMENT. THESE DISCLAIMERS APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM. ANY WARRANTIES, GUARANTEES, OR CONDITIONS THAT CANNOT BE DISCLAIMED AS A MATTER OF LAW LAST FOR ONE YEAR FROM THE START OF THE LIMITED WARRANTY.**

6. Limitation of liability.

a. To the extent permitted by applicable law, the total liability of each Party, including its Affiliates and its Representatives, for all claims arising under the Agreement is limited to direct damages up to the following amounts: the amount Customer was required to pay for the Services under the applicable SOW. In the case of Services provided free of charge, or code that Customer is authorized to redistribute to third parties without separate payment to JCI, JCI's liability is limited to direct damages up to U.S. \$5,000. These limitations apply regardless of whether the asserted liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, the limitation in this section (a) will not apply to: (i) liabilities arising out of any breach by either Party of its obligations under the section entitled "Confidentiality"; or (ii) violation by either Party of the other Party's intellectual property rights.

b. **EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THE AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF (i) ITS CONFIDENTIALITY OBLIGATIONS, OR (ii) THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.** Neither Party shall bring any action against the other Party's Affiliates or Representatives in respect of any matter disclaimed on

behalf such Party in the Agreement. Each Party will indemnify the other in the event of any breach of this provision.

7. Third party claims.

a. JCI will defend and/or settle, at its cost and expense, any claims made by an unaffiliated third party against Customer alleging that the Services or a Deliverable infringes a United States patent or a United States registered copyright of that third party (each, a “Claim”), and JCI will pay all damages finally awarded and settlement amounts entered into by JCI on Customer’s behalf related to a covered Claim. The foregoing indemnification obligation of JCI is contingent upon Customer 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 with such defense or settlement.

b. If a Claim occurs or JCI determines a claim of infringement is likely to occur, JCI will have the right, in its sole discretion, to either: (i) procure for Customer the right to continue to use the Services or the Deliverables free of the Claim or potential infringement claim; or (ii) replace or modify the Services or the Deliverables to make it non-infringing, without loss of material functionality. If JCI determines that either of these remedies is not reasonably available to JCI or if required by valid judicial or government order, JCI may terminate Customer’s right to access or use the applicable Service or Deliverable and refund to Customer any fees paid for the applicable Deliverable or Service (unless such Service a support service, in which case JCI would refund the balance of any amounts prepaid for such support services that are not yet performed).

c. Notwithstanding the foregoing, JCI shall have no obligation with respect to any Claim that is based upon or arises out of any of the following (the “Excluded Claims”): (i) the use or combination of the Services or the Deliverables with any hardware, software, products, data, or other materials not provided by JCI, including Customer’s own systems and data; (ii) modification or alteration of the Services or the Deliverables by anyone other than JCI or its Representatives; (iii) Customer’s misuse of the Services or Deliverables or Customer’s use of the Service in excess of the rights granted in the Agreement; (iv) use of infringing aspects of the Service or Deliverables after JCI has provided a non-infringing alternative or after JCI has terminated Customer’s rights to access or use the applicable Service or Deliverable, or (v) compliance with Customer’s designs, specification or instructions.

d. The Parties agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including reasonable attorneys' fees, for bodily injury, sickness or death to third parties or damages to third party tangible property (excluding damages to the Services or work itself) which may arise in connection with the execution of the Services but only to the extent caused by the negligent act or omission of the indemnifying Party. In the event of joint, concurrent or comparative negligence or fault on the part of the Party to be indemnified, the indemnitor’s liability with respect to such indemnity obligation shall be limited to its relative degree of fault.

e. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS, THE PROVISIONS OF THIS SECTION STATE THE SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITY OF JCI FOR ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT, MISAPPROPRIATION, OR OTHER VIOLATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF OR RELATING TO THE SERVICE, THE DELIVERABLES AND/OR THE AGREEMENT. Customer will indemnify, defend,

and hold JCI 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) Customer's negligence or misconduct, (b) the Excluded Claims; (c) Customer's access to or use of the Services in breach of the Agreement, or (d) any allegation that the materials or content that Customer submit or otherwise make available under the Agreement infringe, misappropriate or violate the intellectual property rights of a third party. JCI will promptly notify Customer in writing of any such claim, permit Customer sole authority to control the defense or settlement of the claim, and provide Customer reasonable assistance in connection therewith.

8. Term and termination.

a. MSA. This MSA will remain in effect until terminated. Either Party may terminate it at any time by giving at least 30 days' prior written notice. The sole effect of terminating this MSA will be to terminate the ability of either Party to enter into subsequent SOWs under this MSA. Termination of this MSA will not, by itself, result in the termination of any SOW previously entered into under this MSA, and the terms of this MSA will continue to apply to any SOW until that SOW itself is terminated or expires.

b. SOW. The term and termination provisions for an SOW will be set forth in that SOW. Notwithstanding the foregoing, unless otherwise provided in a SOW, JCI may terminate any SOW upon 180 days' notice and either Party may terminate the portion of the SOW that applies to the Services if the other Party is (1) in material breach or default of any obligation that is not cured within 30 days' notice of such breach or (2) fails to pay any invoice that is more than 30 days outstanding.

9. Miscellaneous.

a. Notices to JCI. Notices, authorizations, and requests in connection with the Agreement will be sent by regular or overnight mail or by express courier to the addresses and numbers listed in this Agreement or the applicable SOW. Notices will be treated as delivered on the date shown on the return receipt or on the courier confirmation of delivery. Copies of any notice Customer provides JCI shall be provided to:

Johnson Controls, Inc.  
Buildings Legal Department  
507 E. Michigan St.  
Milwaukee, WI, 53202

b. Assignment. Either Party may assign all its rights under the Agreement, to an Affiliate, but it will, prior to such assignment, notify the other Party in writing of the assignment. Any assignment will not relieve the assigning Party of its obligations under the assigned agreement.

c. Severability and Waiver. If a court holds any provision of the Agreement to be illegal, invalid, or unenforceable, the rest of the document will remain in effect, and the Agreement will be amended to give effect to the eliminated provision to the maximum extent possible. A waiver of any breach of the Agreement is not a waiver of any other breach. Any waiver will be in writing and signed by an authorized representative of the waiving Party.

d. **Hazardous Materials.** For Hazardous Materials (defined below) present at Customer's facility, Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Hazardous Materials that may interfere with JCI's Services, work shall promptly stop in the affected area and the Party shall notify the other Party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Hazardous Materials from its facilities and the remediation of any areas impacted by the release of Hazardous Materials, unless JCI had actual knowledge that Hazardous Materials were present and acted with intentional disregard of that knowledge, in which case (a) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (b) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. "Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under applicable law relating to or addressing public or employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product, or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paint, and asbestos-containing materials. JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal, or disposal of mold, regardless of the cause of the mold. Customer shall indemnify and hold harmless JCI and JCI's subcontractors, and their respective directors, officers, employees, agents, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Customer's use, or the storage, release, discharge, handling or presence of asbestos-containing materials, mold (actual or alleged and regardless of the cause of such condition), and Hazardous Materials on, under or about the site or facility, or Customer's failure to comply with this section.

e. **Dispute resolution.** Any action to enforce or arising out of this Agreement will be brought only in the state or federal courts located in Milwaukee, Wisconsin, USA. Each Party consents to the jurisdiction of such courts in any action and waives their respective rights to trial by jury. This choice of jurisdiction and venue will not prevent either Party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

f. **Survival.** Provisions regarding ownership and license rights, fees, restrictions on use, warranties, limitations of liability, confidentiality, obligations on termination or expiration, and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this MSA and of any SOW.

g. **The Agreement is not exclusive.** Customer is free to enter into agreements to license, use, or promote non-JCI software or services. Customer shall not make any claims about JCI or JCI's Products or Services unless pre-approved by JCI.



h. Applicable law. Unless otherwise agreed in writing, any dispute arising out of or in relation to Services will be governed by the laws of the State of New York. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to the Agreement.

i. JCI as independent contractor. JCI provides its Services as an independent contractor, and will be responsible for any and all social security, unemployment, workers' compensation and other taxes for JCI's employees. The Services provided hereunder are not work made for hire under the US Copyright Act. Customer and JCI are free to develop products independently without the use of the other Party's Confidential Information. JCI in its discretion may use contractors and subcontractors to perform Services. JCI will be responsible for such contractor's and subcontractor's performance subject to the terms of the Agreement.

j. Work by Others. The performance by JCI of Services under a SOW shall not constitute an assumption by JCI of the obligations of Customer or its other contractors. JCI shall not control or have charge of, and shall not be responsible for design and engineering; construction means, methods, techniques, sequences, or procedures of construction; or health or safety programs, or precautions connected with the work of Customer or its other contractors. JCI has not assumed any contractual or other duties or made any representations with respect to its Services to Customer's other contractors, and any claims other contractors of Customer may have for additional compensation or economic loss of any kind or character arising out of the performance of such obligations under or otherwise in connection with such contractors' agreements with Customer shall be made solely to Customer.

k. Risk of Loss. Notwithstanding the existence or non-existence of any insurance policies, from the date of the issuance of the notice to proceed, risk of loss for the Services, Products, and Deliverables, including any equipment or materials furnished and to be incorporated in the work shall be the responsibility of the Customer.

l. Non-Solicitation. Customer will not knowingly solicit or hire, any of JCI's employees involved in the Services during the term of the applicable SOW and for a period of six (6) months from the termination thereof, without the express written consent of JCI. For avoidance of doubt, the preceding sentence does not forbid solicitation to the general public.

m. Conflict; Amending the Agreement. In the event of any conflict between the terms of this MSA and any terms of any SOW, the terms of this MSA shall control. The Agreement may be amended only by a formal written agreement signed by both Parties. Any terms and conditions contained in a purchase order, purchase requisition or other document that are in addition to or contradict the terms of this Agreement will not apply.

n. Privacy; Security. JCI and Customer will each comply with all applicable laws and regulations (including applicable security breach notification law). However, JCI is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not also generally applicable to information technology services providers. Customer consents to the processing of personal information by JCI and its agents to facilitate the subject matter of the Agreement. Customer may choose to provide personal

information to JCI on behalf of third parties (including Customer's contacts, resellers, distributors, administrators, and employees) as part of the Agreement. Customer will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to JCI. The personal information Customer provides in connection with the Agreement will be processed according to the privacy statement available at <http://www.johnsoncontrols.com/legal/privacy>. Personal data collected through Services may be transferred, stored and processed in the United States or any other country in which JCI or its service providers maintain facilities. By using the Services, Customer consents to the foregoing. As of the Effective Date, JCI is (i) certified under the EU-US and Swiss-US Privacy Shield frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland and (ii) maintains Binding Corporate Rules vetted by EU data protection authorities regarding the transfer of data from the European Union.

o. Dependencies & Customer Information. JCI's ability to deliver Services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any data from Customer needed to deliver the Services. Customer will provide to JCI any and all data necessary for JCI to perform the Services. Except as otherwise provided in a SOW, all data furnished by Customer will be reliable and accurate such that JCI can rely on such information without further investigation; and Customer shall be responsible for any and all costs incurred by JCI as a result of any incomplete and/or erroneous Customer-furnished information/data. JCI is not liable and Customer waives any claim for the consequence of any action by JCI based on any incomplete or inaccurate information furnished by the Customer or third parties upon which JCI reasonably relies, and Customer agrees to defend, indemnify and hold harmless JCI against third party claims resulting from the consequences of such incomplete or inaccurate information, including reasonable attorneys' fees and other expenses incurred in defending against such claims.

p. U.S. export. Products, Fixes, and Developments are subject to U.S. export jurisdiction. Customer will comply with all applicable international and national laws, including but not limited to, the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end user, end use and destination restrictions by U.S. and other governments related to JCI products, services, and technologies.

q. Publicity. In the marketing and promotion of its products and services, JCI, with Customer's permission, may use Customer's trade name, service mark and photographs of the Property in JCI promotional materials, publish case studies based on data and work completed for Customer, and issue news releases regarding the Services performed at the Customer site. All such materials will be subject to Customer review and approval prior to publication.