

Schedule X
International Trade Control.

- (a) Notwithstanding any other provision of this Agreement to the contrary, ZZZ agrees that it will not sell, re-export, transfer or otherwise provide any products, technical data (including software), technology or services supplied under this Agreement to Cuba, Iran, North Korea, Sudan, Syria and Crimea, including any entities or persons in those countries, representing those countries, or who ever held citizenship in those countries, either directly or indirectly. ZZZ understands and agrees that any Products, technical data (including software), technology or Services sold or otherwise provided hereunder (regardless of quantity or value) may be subject to export, import and other foreign trade controls restricting transactions with certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the U.S. and other jurisdictions.
- (b) Johnson Controls is committed as a matter of law and of company policy to strict compliance with the applicable laws and regulations of the countries in which Johnson Controls conducts business, including, but not limited to, U.S. export control laws and regulations and trade sanction and embargo laws and regulations. ZZZ agrees to comply with these legal requirements including, but not limited to, obtaining any required export, re-export, import or other required licenses. If any shipments or transfers under this Agreement by Johnson Controls are subject to government export or import licenses or permits, ZZZ agrees to comply with the terms of any such licenses or permits.
- (c) Notwithstanding any other provision of this Agreement to the contrary, ZZZ agrees that it will not sell, export, re-export, transfer, import or otherwise provide (including in-country transfers) any products, technical data (including software), technology or Services supplied under this Agreement except in full compliance with all applicable governmental requirements, including but not limited to applicable economic sanctions and constraints administered by the U.S. Department of the Treasury and applicable export control measures administered by the U.S. Departments of Commerce and State, any other U.S. government agencies, and measures administered by the European Union or the government agencies of any other countries. Any violation by ZZZ of the applicable laws or regulations of the U.S. or any other government shall be deemed a material breach of this Agreement and sufficient basis for Johnson Controls to reject any or all orders or to terminate this Agreement. Compliance with applicable legal requirements is a prerequisite for ZZZ to perform its obligations under this Agreement, and if the ZZZ fails to comply with such legal requirements, it is incapable of meeting its obligations under this Agreement.
- (d) The obligation of Johnson Controls to furnish products, technical data (including software), technology or services under this Agreement is subject to the ability of Johnson Controls to supply such items consistent with the laws and regulations of the U.S. and other governments. Johnson Controls reserves the right to refuse to enter into or perform any order, and to cancel any order, placed under this Agreement if Johnson Controls in its sole discretion determines that the entry into such order or the performance of the transaction to which such order relates could violate any applicable law or regulation of the U.S. and/or other governments having jurisdiction over import and/or export transactions, or any other legal entity.
- (e) ZZZ agrees that any such refusal or cancellation of any order, or termination of the Agreement by Johnson Controls, as described above, will not constitute a breach of any of Johnson Controls' obligations under this Agreement, and ZZZ hereby waives any and all claims against Johnson Controls for any loss, cost or expense, including, but not limited to, incidental or consequential damages, that ZZZ may incur by virtue of such refusal or cancellation of any order or termination of this Agreement.
- (f) The ZZZ acknowledges that Products may not be sold, leased, exported, reexported, or otherwise transferred to or utilized by a:
- Weapons of mass destruction, nuclear, rocket system, unmanned air vehicle, missile, chemical and biological, military (if destined for China, Russia or Venezuela), maritime nuclear propulsion end-uses;
 - For end-use on a vessel or aircraft, unless the country of location, country of registration, and the country in control (including leasing or chartering) are all authorized;
 - Prohibited End-Users, including:
 - End-users for which a license is required, but has not been obtained, or an exception is not available;
 - End-users prohibited by a denial order;
 - End-users in an embargoed or sanctioned destination; and
 - End-users subject to other government or regulatory restrictions; or
 - Through Armenia, Azerbaijan, Belarus, Cambodia, Cuba, Georgia, Kazakhstan, Kyrgyzstan, Laos, Mongolia, North Korea, Russia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, or Vietnam, without authorization.
- (g) ZZZ will advise Johnson Controls in writing within three (3) calendar days of any actual or perceived non-compliance with applicable U.S. or non-U.S. export control laws and regulations and sanction and embargo laws and regulations.

Signature: _____

Name: _____

Title: _____