

RIDER FOR HALO SMART SENSORS PURCHASE AND INSTALLATION (NON-GOVERNMENT CUSTOMERS)

1. **Scope.** These terms apply to the purchase and installation of **HALO SMART SENSORS** and associated hardware and/or software (the “**Halo Smart Sensor System**”). If a conflict exists between the terms of the Agreement and this Rider, then the terms of this Rider will prevail with regard to the **Halo Smart Sensor System**.
2. The purchase and sale of **Halo Smart Sensor System** is not available in the Province of Quebec.
3. **Installation.** Johnson Controls will (i) affix the **Halo Smart Sensor System** at the Customer Location(s) designated by Customer in the Agreement; (ii) install all software or firmware (“Software”) in connection with the **Halo Smart Sensor System** according to the network settings supplied by Customer; and (iii) test the **Halo Smart Sensor System** to confirm that the sensors are connected and functioning according to specifications.
4. **Software.** Software provided is sublicensed to Customer on a non-exclusive basis and subject to the End User Agreement at <https://ipvideocorp.com/end-user-license-agreement/>. Customer's execution of this Agreement and use of the **Halo Smart Sensor System** confirms Customer's agreement with the terms of the End User Agreement.
5. **Customer/Locally Monitored System.** Customer agrees that the **Halo Smart Sensor System** is a customer/locally monitored system and that Johnson Controls does not and will not monitor, receive or respond to any signals from the **Halo Smart Sensor System**.
6. The **Halo Smart Sensor System** can be used for a) detecting vape, smoke, THC; b) environmental analytics including temperature, humidity, pressure and light sensitivity; c) audio analytics for keyword alerts, abnormal voice level detection, occupancy; and/or c) alerting including email, SMS text alerts, alerts to video access and management. Customer understands and agrees that the use of the Halo Smart Sensor System does not meet any legal, regulatory or code requirements including but not limited to NFPA for detecting or monitoring these abnormalities or compounds and Customer agrees to be solely responsible for ensuring that such requirements are met.
7. **Warranty Disclaimer.** JOHNSON CONTROLS DISCLAIMS ALL WARRANTIES AND CONDITIONS WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, JOHNSON CONTROLS MAKES NO WARRANTY THAT THE HALO SMART SENSOR SYSTEM WILL OPERATE WITHOUT INTERRUPTION OR ERROR FREE, OR THAT MESSAGES, ALERTS OR TEXTS SENT BY THE HALO SMART SENSOR DETECTION SYSTEM WILL BE TIMELY OR SUCCESSFULLY SENT, DELIVERED OR RECEIVED. THE HALO SMART SENSOR SYSTEM DOES NOT CAUSE AND CANNOT ELIMINATE OR PREVENT OCCURRENCES OF THE EVENTS THAT IT IS INTENDED TO DETECT OR AVERT OR PROVIDE ADEQUATE WARNING OR PROTECTION. ALL LIABILITY RESULTING FROM SUCH EVENTS REMAINS WITH CUSTOMER.
8. **ASSUMPTION OF RISK.** IN USING THE SOFTWARE OR PRODUCTS, INCLUDING BUT NOT LIMITED TO WHEN RESPONDING TO THIRD-PARTY GENERATED EVENTS, THE POSSIBILITY OF RISK OR SERIOUS INJURY EXISTS. CUSTOMER ACKNOWLEDGES AND ACCEPTS: (I) THE INHERENT RISKS IN USING THE SOFTWARE OR PRODUCTS; (II) THAT SUCH RISKS MAY BE SIGNIFICANT, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PERMANENT DISABILITY, PARALYSIS, AND DEATH; AND (III) THAT SUCH RISKS MAY BE CAUSED BY, ARISE OUT OF, OR BE IN CONNECTION WITH CUSTOMER'S ACTIONS OR INACTIONS, THE ACTIONS OR INACTIONS OF OTHERS, THE CONDITION OR OPERATION (OR FAILURE TO OPERATE) OF THE SOFTWARE OR PRODUCTS, OR THE NEGLIGENCE OF ANY PARTY. CUSTOMER KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS (KNOWN AND UNKNOWN, FORESEEABLE AND UNFORESEEABLE) AND TAKES FULL RESPONSIBILITY FOR ITS USE OF THE SOFTWARE AND PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY LOSS, DAMAGE, OR INJURY SUSTAINED OR CAUSED BY USING THE SOFTWARE AND PRODUCTS. CUSTOMER ACKNOWLEDGES AND ACCEPTS THE INHERENT RISKS OF RECEIVING ALERTS OF CRIMINAL ACTIVITY OR EMERGENCIES REPORTED BY THIRD PARTIES (“EVENTS”), RESPONDING OR NOT RESPONDING TO EVENTS, AND THE INHERENT RISKS IN RELYING ON OR OTHERWISE BELIEVING EVENTS, INCLUDING BUT NOT LIMITED TO THE POSSIBILITY THAT: (A) AN EVENT IS FALSE, INACCURATE, OR PRODUCED BY MISTAKE, ERROR OR BAD FAITH; AND (B) CUSTOMER WILL BE HELD LIABLE FOR ACTIONS OR INACTIONS IN RESPONDING TO AN EVENT, INCLUDING BUT NOT LIMITED TO NEGLIGENTLY CONTRIBUTING TO INJURY OF CUSTOMER OR OTHERS.
9. **LIMITATION OF DAMAGES.** THE HALO SMART SENSOR SYSTEM DOES NOT CAUSE AND CANNOT ELIMINATE OR PREVENT OCCURRENCES OF THE EVENTS THAT IT IS INTENDED TO DETECT OR AVERT. ALL LIABILITY RESULTING FROM SUCH EVENTS REMAINS WITH CUSTOMER. CUSTOMER AGREES TO LOOK SOLELY TO CUSTOMER'S INSURER TO RECOVER FOR INJURIES, LOSS OR DAMAGE AND RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST JOHNSON CONTROLS AND ANY DISTRIBUTOR, WHOLESALE OR MANUFACTURER OF THE HALO SMART SENSOR SYSTEM, INCLUDING BY WAY OF SUBROGATION. IN NO EVENT WILL JOHNSON CONTROLS OR THE DISTRIBUTOR, WHOLESALE OR MANUFACTURER OF THE HALO SMART SENSOR SYSTEM BE LIABLE, TO THE MAXIMUM EXTENT PERMITTED BY LAW UNDER ANY LEGAL THEORY FOR ANY (I) PERSONAL INJURY, DEATH OR PROPERTY DAMAGES OR (II) LOST PROFITS, LOSS OF USE, DIMINUTION OF VALUE, LOST DATA, OR ANY OTHER INCIDENTAL,



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SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THE HALO SMART SENSOR SYSTEM.

NOTWITHSTANDING THE FOREGOING, IF JOHNSON CONTROLS AND/OR THE DISTRIBUTOR, WHOLESALER AND/OR MANUFACTURER OF THE HALO SMART SENSOR SYSTEM IS/ARE FOUND LIABLE UNDER ANY LEGAL THEORY, ITS/THEIR TOTAL LIABILITY WILL BE LIMITED TO THE SUM EQUAL TO THE INSTALLATION CHARGE PAID BY CUSTOMER TO JOHNSON CONTROLS FOR THE HALO SENSOR SYSTEM FOR WHICH SUCH CLAIM IS MADE, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER ASSUMES ALL LIABILITY FOR AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS JOHNSON CONTROLS AND ANY DISTRIBUTOR, WHOLESALER AND MANUFACTURER OF THE HALO SMART SENSOR SYSTEM AGAINST ANY AND ALL CLAIMS, SUITS, DEMANDS, CAUSES OF ACTIONS AND JUDGMENTS MADE, FILED OR SUFFERED BY ANY PERSON, FIRM, CORPORATION OR BUSINESS ASSOCIATION, INCLUDING THE CUSTOMER'S INSURER OR ANY THIRD PARTIES, THAT IS RELATED IN ANY WAY TO THE HALO SMART SENSOR SYSTEM, THE FAILURE OF THE HALO SMART SENSOR SYSTEM TO DETECT OR WARN AGAINST THE DANGER FOR WHICH THE SYSTEM WAS DESIGNED OR ANY OTHER FAILURE OF THE HALO SMART SENSOR SYSTEM. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST JOHNSON CONTROLS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION.