

## RIDER FOR INSTALLATION OF DIGITAL BARRIERS TELETHERMOGRAPHIC SYSTEM (CANADA)

1. **Scope.** These terms apply to the **DIGITAL BARRIERS TELETHERMOGRAPHIC SYSTEM** and associated hardware and/or software (the "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 System.
2. **Installation.** Johnson Controls will (i) affix the Body Temperature Detection System at the Customer Location(s) designated by Customer and for the fees listed in the Agreement; (ii) install all software or firmware ("Software") in connection with the System according to the requirements supplied by Customer; and (iii) test the System to confirm that it is functioning according to specifications. Customer is responsible for (a) obtaining and posting signage on its premises notifying visitors that the System is in use, and (b) obtaining consent from visitors regarding the collection, use, and disclosure of applicable personal information.
3. **System Software.** Any Software that may be provided with the System is licensed or sublicensed to Customer on a non-exclusive basis.
4. **Customer/Locally Monitored System.** Customer agrees that the System is a customer/locally monitored system and that Johnson Controls does not and will not monitor, receive, collect, use, disclose, or respond to any signals or data from the System.
5. **Use, Regulatory, and Compliance with Law.**

### Important information about the System (the "Device"):

- a. As of the date of this Rider, the Devices are cleared or approved by Health Canada under the Interim Order issued by the Minister of Health on March 18, 2020 (<https://www.canada.ca/en/health-canada/services/drugs-health-products/drug-products/announcements/interim-order-importation-sale-medical-devices-covid-19.html>) (the "Interim Order").
- b. Johnson Controls does not and cannot guarantee that approval by Health Canada will be granted after the expiry of the Interim Order.
- c. Johnson Controls does not and cannot guarantee that the Devices will be approved by Health Canada.
- d. The Devices are intended to be used only:
  - i. for triage purposes to perform initial body temperature measurement;
  - ii. where an elevated body temperature measurement is confirmed in the context of use with secondary evaluation methods (e.g., non-contact infrared thermometer (NCIT) or clinical grade contact thermometer); and
  - iii. where such devices do not create an undue risk in light of the public health emergency.
- e. Warnings for Use in Canada:
  - i. the Device should not be solely or primarily relied upon to diagnose or exclude a diagnosis of COVID-19, or any other disease;
  - ii. public health officials, through their experience with the Device in the particular environment of use, should determine the significance of any fever or elevated temperature based on the skin telethermographic temperature measurement;
  - iii. the system and technology should be used to measure only one subject's temperature at a time; and
  - iv. visible thermal patterns are only intended for locating the points from which to extract the thermal measurement.
- f. Customer is responsible for using the Device in accordance with the Device performance specifications, use and calibration instructions, blackbody reference source, environmental conditions, imaging distance, and system set up and installation factors, available at: [Digital Barriers Documentation](#).
- g. Certain functions of the System may require compliance by Customer with local, state/provincial, national and international laws and regulations. Customer is solely responsible for compliance with all applicable laws and regulations relating to Customer's use of the System and those functions, including but not limited to those laws and regulations pertaining to personal data protection, privacy and security, any laws relating to the 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 (including but not limited to, where applicable, the *Canadian Personal Information Protection and Electronic Documents Act*, the *Act respecting the protection of personal information in the private sector* (Quebec) and the *Act to establish a legal framework for information technology* (Quebec)).

6. **WARRANTY DISCLAIMER.** JOHNSON CONTROLS DISCLAIMS ALL WARRANTIES, 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 BODY TEMPERATURE DETECTION SYSTEM WILL OPERATE WITHOUT INTERRUPTION OR ERROR FREE, OR THAT MESSAGES, ALERTS OR TEXTS SENT BY THE BODY TEMPERATURE DETECTION SYSTEM WILL BE TIMELY OR SUCCESSFULLY SENT, DELIVERED OR RECEIVED. NO CLAIMS, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE MADE BY JOHNSON CONTROLS AS TO THE SAFETY, RELIABILITY, DURABILITY AND PERFORMANCE OF THE BODY TEMPERATURE DETECTION SYSTEM. FURTHERMORE, JOHNSON CONTROLS ACCEPTS NO LIABILITY WHATSOEVER ARISING OUT OF THE APPLICATION OR USE OF THE BODY TEMPERATURE DETECTION SYSTEM, NOR DOES JOHNSON CONTROLS ASSUME ANY LIABILITY FOR THE SAFETY, RELIABILITY, DURABILITY AND PERFORMANCE OF THE BODY TEMPERATURE DETECTION SYSTEM. ANY PERFORMANCE SPECIFICATIONS ARE NOT VERIFIED.

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7. **ACCEPTATION OF RISKS.** CUSTOMER UNDERSTANDS AND ACCEPTS THAT THE BODY TEMPERATURE DETECTION SYSTEM DOES NOT CAUSE AND CANNOT ELIMINATE OR PREVENT OCCURRENCES OF THE EVENTS THAT IT IS INTENDED TO DETECT OR AVERT.
8. **LIMITATION OF DAMAGES.** ALL LIABILITY RESULTING FROM THE EVENTS THE BODY TEMPERATURE DETECTION SYSTEM IS INTENDED TO DETECT OR AVERT REMAINS WITH CUSTOMER. CUSTOMER AGREES TO LOOK SOLELY TO CUSTOMER'S INSURER TO RECOVER FOR ANY CLAIMS ARISING OUT OF THE USE OF THE SYSTEM AND RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST JOHNSON CONTROLS, INCLUDING BY WAY OF SUBROGATION. IN NO EVENT WILL JOHNSON CONTROLS BE LIABLE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR (I) PERSONAL INJURY OR ILLNESS, DEATH OR PROPERTY DAMAGES OR (II) LOST PROFITS, LOSS OF USE, DIMINUTION OF VALUE, LOST DATA, OR ANY OTHER INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THE BODY TEMPERATURE DETECTION SYSTEM. NOTWITHSTANDING THE FOREGOING, IF JOHNSON CONTROLS IS FOUND LIABLE UNDER ANY LEGAL THEORY, JOHNSON CONTROLS' TOTAL LIABILITY WILL BE LIMITED TO THE SUM EQUAL TO THE INSTALLATION CHARGE PAID BY CUSTOMER TO WHICH SUCH CLAIM IS MADE, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. CUSTOMER WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS JOHNSON CONTROLS AGAINST ANY CLAIMS AND LAWSUITS MADE OR FILED BY ANY PERSON, INCLUDING CUSTOMER'S INSURER, THAT IS RELATED IN ANY WAY TO THE BODY TEMPERATURE DETECTION SYSTEM, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEYS' FEES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST JOHNSON CONTROLS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION.
9. **Public Disclosures.** Customer must obtain Johnson Controls' written consent prior to negatively commenting on the Body Temperature Detection System, its performance, or its effectiveness, in any press or media release or other public disclosure. Johnson Controls may withhold such consent at its discretion. This does not include releases of information to the extent legally required by regulatory bodies.
10. **Severability.** If any provision of this Rider, or any part of a provision, is determined to be invalid or unenforceable in whole or in part, such provision (or part thereof) shall be severed and the remaining provisions shall continue in full force and effect.
11. **Language.** The parties agree that this Rider and all related documents be prepared in English. *Les parties acceptent que la présente annexe et tous les documents connexes soient rédigés en anglais.*