



## RIDER FOR INSTALLATION OF ILLUSTRATE PRO EST TELETHERMOGRAPHIC SYSTEM (US)

1. **Scope.** These terms apply to the **ILLUSTRATE PRO EST TELETHERMOGRAPHIC SYSTEM** and associated hardware and/or software (the "Telethermographic 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 Telethermographic System.
2. **Installation.** Johnson Controls will (i) affix the Telethermographic System at the Customer Location(s) in the United States designated by Customer and for the fees listed in the Agreement; (ii) install all software or firmware ("Software") in connection with the Telethermographic System according to the requirements supplied by Customer; and (iii) test the Telethermographic System to confirm that it is functioning according to specifications. Customer is responsible for obtaining and posting signage on its premises notifying visitors that the Telethermographic System is in use.
3. **System Software.** Any Software that may be provided with the Telethermographic System is licensed or sublicensed to Customer on a non-exclusive basis.
4. **Customer/Locally Monitored System.** Customer agrees that the Telethermographic 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 Telethermographic System.
5. **Use, Regulatory, and Compliance with Law.**

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

- a. As of the date of this Rider, the Device is not cleared or approved by the U.S. Food and Drug Administration (the "FDA") for use as a medical device and is being provided under FDA guidance issued on April 16, 2020 (<https://www.fda.gov/media/137079/download>) (the "Guidance"), which is intended to remain in effect only for the duration of the public health emergency related to COVID-19 declared by the U.S. Department of Health and Human Services.
  - b. Johnson Controls does not and cannot guarantee that the Device will be granted FDA clearance.
  - c. The Device is 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.
  - d. FDA Guidance:
    - 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.
  - e. Important information describing the Device performance specifications, use and calibration instructions, blackbody reference source, environmental conditions, imaging distance, and system set up and installation factors is contained in the Device's User Manual.
  - f. Certain functions of the Telethermographic System may require compliance by Customer with local, state, 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 Telethermographic 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.
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 TELETHERMOGRAPHIC SYSTEM WILL OPERATE WITHOUT INTERRUPTION OR ERROR FREE, OR THAT MESSAGES, ALERTS OR TEXTS SENT BY THE TELETHERMOGRAPHIC 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 TELETHERMOGRAPHIC SYSTEM. FURTHERMORE,



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JOHNSON CONTROLS ACCEPTS NO LIABILITY WHATSOEVER ARISING OUT OF THE APPLICATION OR USE OF THE TELETHERMOGRAPHIC SYSTEM, NOR DOES JOHNSON CONTROLS ASSUME ANY LIABILITY FOR THE SAFETY, RELIABILITY, DURABILITY AND PERFORMANCE OF THE TELETHERMOGRAPHIC SYSTEM. ANY PERFORMANCE SPECIFICATIONS ARE NOT VERIFIED.

7. Limitation of Damages. THE TELETHERMOGRAPHIC 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 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 TELETHERMOGRAPHIC 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 TELETHERMOGRAPHIC 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.