

RIDER FOR SABRE SYSTEMS PRODUCTS AND SERVICES

1. **Scope; Definitions.** These terms apply to the **Sabre Systems** services and associated Software (together the "Service" or "Services"). If the above-referenced Agreement was previously cancelled, has expired, was not previously committed to writing, or is determined to have been lost or destroyed, it is understood and agreed that Johnson Controls' Standard Terms and Conditions posted at www.tycois.com/standardtandc are incorporated herein by reference and together with the terms of this Rider shall apply to the Services. The term of the Agreement shall be extended and shall continue to apply while the Services are being furnished. Johnson Controls agrees to provide the Services subject to Customer's acceptance of the terms and conditions contained herein. All terms not specifically defined in this Rider shall have the meanings ascribed to them in the Agreement. If a conflict or inconsistency exists between the terms and conditions of the Agreement and this Rider, then the terms and conditions of this Rider shall prevail, except that in no event will this Rider increase Johnson Controls' liability under the Agreement.
2. **Availability in Canada.** In Canada, the is not available in the Province of Québec.
3. **Software.** If you purchase security awareness training services as part of the Services, you agree to comply with the terms and conditions of the InfoSec Institute SecurityIQ License Agreement ("License Agreement") sublicensed to Sabre Systems, Inc. and Johnson Controls and which can be found here: <https://securityiq.infosecinstitute.com/Users/tos>. The terms "You" and "Your" refer to "Customer." Executing this rider and use of the security awareness training service confirms Your agreement with the terms and conditions of the License Agreement. The InfoSec Institute, Sabre Systems, Inc., and Johnson Controls reserve the right to modify or update the License Agreement for the security awareness training at any time.
4. **Term; Termination.** The Service will be provided for an initial term as stipulated in the Agreement (the "Initial Term") and thereafter will automatically renew on an annual basis unless sooner terminated by either party. Notwithstanding the foregoing, in the event the Agreement expires or is terminated prior to expiration of the Initial Term, this Rider will also expire/terminate. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Rider and discontinue any Services if (a) Johnson Controls is unable to obtain any connections or privileges required to provide the Services; (b) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of service calls; (c) in Johnson Controls' sole opinion, the environment in which the Services are provided is unstable, unsuitable, or so modified or altered after installation as to render continuation of the Service impractical or impossible; (d) Johnson Controls is unable to obtain or continue to support technologies, communication facilities, system or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available to Johnson Controls; or (e) Customer fails to make payments when due or otherwise breaches this Rider or the Agreement. Johnson Controls will not be held to be in breach of the Agreement or otherwise be liable for any damages or subject to any penalty as a result of any such termination.
5. **Service Fees.** During the Initial Term, Johnson Controls shall sell the Services to Customer at the Service Fees set forth in the Agreement. After the Initial Term, any Service Fee increase shall be subject to the mutual agreement of the parties.
6. **Technical Support.** Johnson Controls will provide technical support to You as part of the Service Fee. You may request technical support by calling: 833-524 -7227 (833-JCI- SABRE) 8am-5pm EST, Monday through Friday, excluding federal holidays.
7. **Use of the Service.** Customer is solely responsible for the information, material, or content transmitted in connection with the Service, and Customer has full responsibility for such content, including but not limited to legality, reliability, appropriateness, originality, and copyright. Johnson Controls or Owner may revoke Customer's or any authorized user's access to or right to use the Service if Johnson Controls or Owner finds, in their collective or individual sole judgment, that Customer, or any Customer employees, agents, or assigns have breached any provision of the Agreement. The Service is provided "AS IS" and without warranties of any kind either expressed or implied, to the fullest extent permissible pursuant to applicable law, Johnson Controls and Owner disclaim all warranties or merchantability and fitness for a particular purpose. Neither Johnson Controls nor Owner warrant that the Service will be uninterrupted or error-free, or that defects will be corrected, or that the website or the server that makes the Service available are free of viruses or other harmful components. Johnson Controls and/or Owner may however make revisions and/or upgrades to the Service at their discretion and make them available to Customer.
8. **Data Hosting/Storage Services.** Customer understands that, in connection with Johnson Controls' provision of the Services, Johnson Control and/or its agents, suppliers, or subcontractors, may receive, transmit, record, store, and/or provide unencrypted data, audio, and/or images ("Data") from/to Customer via the Internet and/or store such Data in off-site third party facilities, and such Data may include information about Customer's personnel, assets and/or premises. Johnson Controls does not warrant the integrity, accuracy, confidentiality, or security of such Data with regard to unauthorized use, disclosure, corruption, interception or otherwise (collectively, "Security Risks"). Customer hereby assumes and releases Johnson Controls and Owner from all Security Risks and any damages and liability associated therewith. Customer is responsible for all Internet Service Provider and telecommunication charges incurred by Customer to facilitate Data transmissions to/from Johnson Controls and/or Owner.
9. **Personal Information.** Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information that may be disclosed hereunder concerning individuals/employees/or other third parties; (b) collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) authorizes Johnson Controls to use such personal information to administer the relationship between Customer and Johnson Controls, including the administration of this Agreement. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates, suppliers and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.
10. **Disclaimer of Warranties.** NEITHER JOHNSON CONTROLS NOR OWNER WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A CYBER EVENT, CYBER BREACH, RISK OR VULNERABILITY, COMPUTER VIRUS OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA NETWORK OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES, OWNER'S WEBSITE OR THE SERVICE OR ITEMS PURCHASED OR OBTAINED THROUGH THE WEBSITE OR THE SERVICE. NEITHER JOHNSON CONTROLS NOR OWNER NOR ANY PERSON

ASSOCIATED WITH EITHER OF THEM MAKES ANY WARRANTY OR REPRESENTATION TO ANY USER WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, FUNCTIONALITY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER JOHNSON CONTROLS NOR OWNER NOR ANYONE ASSOCIATED WITH EITHER OF THEM REPRESENTS OR WARRANTS THAT THE SERVICE WILL BE RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES WILL OTHERWISE MEET THE NEEDS OR EXPECTATIONS OF CUSTOMER OR ANY USER. EXCEPT FOR THE WARRANTY SET FORTH HEREIN, JOHNSON CONTROLS PROVIDES THE SERVICES ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES. JOHNSON CONTROLS AND OWNER HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

11. **Limitation of Liability.** To the maximum extent permitted by law, in no event shall Johnson Controls, Owner or any of their affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors. The foregoing limitation or exclusion may not apply to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages. Johnson Controls' and Owner's aggregate total liability to Customer for any losses, damages, or causes of action under any legal theory, including Johnson Controls' or Owner's negligence, will not in the aggregate be greater than the annual Service Fee You paid to Johnson Controls for the Service in the preceding calendar year. The website through which you access the Service may be linked to other websites which are not owned, controlled, or maintained by Johnson Controls. Johnson Controls is not responsible for the content of those websites. The inclusion of any link to such websites does not imply endorsement by Johnson Controls of the websites. Johnson Controls makes no representations whatsoever about any other website which you may access while using the Service.

12. **Compliance with Laws.** Certain functions of the Services may require compliance with local, state/provincial or federal laws, rules and regulations. Customer is solely responsible for compliance with all applicable laws, rules and regulations relating use of the Services and those functions, including but not limited to those laws and regulations pertaining to personal data protection, privacy and security, or any laws requiring notice to or consent of persons with respect to Customer's use of the Service.