

## ASIA PACIFIC

Territory	Amendment	Translation
Australia	<p><b>14. Limited Warranty; Disclaimer.</b> The following is added to the first paragraph of Section 14:</p> <p>“JCI’s Services come with guarantees that cannot be excluded under Schedule 2 of the Competition and Consumer Act 2010 (the “<b>Australian Consumer Law</b>”). To the extent that any Services supplied by JCI are supplies to a ‘consumer’ as defined in the Australian Consumer Law, JCI will comply with any applicable consumer guarantees and the following statement will apply:</p> <p>“Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:</p> <ul style="list-style-type: none"> <li>• to cancel your service contract with us; and</li> <li>• to a refund for the unused portion, or to compensation for its reduced value.</li> </ul> <p>You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.””</p> <p><b>22. Governing Law and Arbitration, Class-Action Waiver and Jury Waiver</b> is deleted and replaced as follows:</p> <p><b>“a. Governing Law.</b> This Agreement will be governed by the laws of New South Wales, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the state of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising in connection with this agreement.</p> <p><b>b. Dispute resolution.</b> If a dispute arises out of or relates to this agreement, including any dispute as to breach or termination of</p>	Not applicable.

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	<p>this agreement or as to any claim in tort, in equity or under any statute, a party cannot commence any court or arbitration proceedings relating to the dispute unless that party has complied with this clause except where that party seeks urgent interlocutory relief. A party claiming that a dispute has arisen must give notice to the other party specifying the nature of the dispute. On receipt of that notice by that other party, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed by them. If the parties do not agree within 30 days of receipt of the notice, or any further period agreed in writing by them, as to: (a) the dispute resolution technique and procedures to be adopted; (b) the timetable for all steps in those procedures; and (c) the selection and compensation of the independent person required for that technique, the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales and must request the President of the Law Society of New South Wales or the President's nominee to select the mediator and determine the mediator's remuneration."</p>	
China	<p><b>22. Governing Law and Arbitration, Class-Action Waiver and Jury Waiver is deleted and replaced as follows:</b></p> <p><b>“a. Applicable Law.</b> This Agreement shall in all events and for all purposes be governed by, and construed in accordance with, the law of the People’s Republic of China without giving effect to any choice of law rules which may direct the application of the laws of any other jurisdiction.</p> <p><b>b. Dispute Resolution.</b> Any dispute arising from or in connection with this Agreement shall be filed by either party in the competent court having jurisdiction over the address where JCI is located. When any dispute occurs and when any dispute is being heard in court, except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights, and fulfill their remaining respective obligations under this Agreement.</p>	<p>(SIMPLIFIED CHINESE 简体中文)</p> <p><b>22. 管辖法律和仲裁、集体诉讼豁免和陪审团豁免 删除并替换如下:</b></p> <p><b>“a. 适用法律。</b> 在任何情况下，出于任何目的，本协议均受中华人民共和国法律管辖并据此进行解释，不影响那些可指导任何其他司法管辖区法律实施的任何法律选择规则。</p> <p><b>b. 争议解决。</b> 由本协议引起或与之相关的任何争议，由任何一方江森自控所在地有管辖权的主管法院提出。当任何争议发生时以及当任何争议在法院审理时，除争议事项外，双方继续行使各自其余的权利，并履行本协议项下各自其余的义务。</p>

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Hong Kong and Macau	<p><b>22. Governing Law and Arbitration, Class-Action Waiver and Jury Waiver</b> is deleted and replaced as follows:</p> <p><b>“a. Governing Law.</b> You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the laws of Hong Kong SAR, People’s Republic of China.</p> <p><b>b. Dispute resolution.</b> In the event of any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination (the “Dispute”), either party may commence proceedings in the courts of Hong Kong, but JCI may at its sole discretion and election refer and finally resolve the Dispute by arbitration administered by the Hong Kong International Arbitration Centre (“HKIAC”) in accordance with the Arbitration Rules of the HKIAC (“HKIAC Rules”) for the time being in force which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Hong Kong and the language of the arbitral proceedings shall be English. The tribunal shall consist of a sole arbitrator, unless the amount in dispute exceeds US\$4,000,000, in which case the tribunal shall consist of three arbitrators. In the event JCI elects to resolve the Dispute by arbitration, for disputes involving claims of not more than US\$250,000 in aggregate, the arbitration shall be on a "papers only" basis (i.e. no hearing), the time taken to complete the arbitration shall not exceed 3 months from the commencement of the arbitration and there shall be no discovery of documents allowed. For disputes involving claims of more than US\$250,000 and not more than US\$4,000,000 in aggregate, the time taken to complete the arbitration hearing shall not exceed 6 months from the commencement of the arbitration and the Tribunal shall be guided by the IBA Rules on the Taking of Evidence in International Arbitration. For disputes involving claims exceeding US\$4,000,000 in aggregate, the time taken to complete the arbitration hearing shall not exceed 12 months from the commencement of the arbitration and the Tribunal shall be guided by the IBA Rules on the Taking of Evidence in International Arbitration. This clause is for the benefit of JCI only and does not preclude JCI from taking</p>	Not applicable.

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	<p>proceedings against you in any courts in Hong Kong SAR. Accordingly, before you commence legal proceedings, you shall issue to JCI formal written notice of its intention to commence legal proceedings. Within 30 calendar days of such written notice, JCI shall provide written notice to you of our election as to whether the Dispute shall be resolved through arbitration in accordance with this clause or through court litigation. Until the expiration of those 30 calendar days, you shall not commence any legal proceedings against JCI.</p> <p><b>c. Rights of Third Parties.</b> The Parties hereby agree that a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or to enjoy the benefit of any term of this Agreement.”</p>	
India	<p><b>22. Governing Law and Arbitration, Class-Action Waiver and Jury Waiver</b> is deleted and replaced as follows:</p> <p><b>“a. Governing Law.</b> You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the laws of India without reference to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any such action or proceeding.</p> <p><b>b. Dispute resolution.</b> In the event of any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination (the “Dispute”), either party may commence proceedings in the courts of Bangalore, but JCI may at its sole discretion and election refer and finally resolve the Dispute by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore and the language of the arbitral proceedings shall be English. <a href="#">The governing law of the arbitration shall be Singapore law.</a> The tribunal shall consist of a sole arbitrator, unless the amount in dispute exceeds US\$4,000,000, in which case the tribunal shall consist of three arbitrators. In the event JCI elects to</p>	Not applicable.

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	<p>resolve the Dispute by arbitration, for disputes involving claims of not more than US\$250,000 in aggregate, the arbitration shall be on a "papers only" basis (i.e. no hearing), the time taken to complete the arbitration shall not exceed 3 months from the commencement of the arbitration and there shall be no discovery of documents allowed. For disputes involving claims of more than US\$250,000 and not more than US\$4,000,000 in aggregate, the time taken to complete the arbitration hearing shall not exceed 6 months from the commencement of the arbitration and the Tribunal shall be guided by the IBA Rules on the Taking of Evidence in International Arbitration. For disputes involving claims exceeding US\$4,000,000 in aggregate, the time taken to complete the arbitration hearing shall not exceed 12 months from the commencement of the arbitration and the Tribunal shall be guided by the IBA Rules on the Taking of Evidence in International Arbitration. This clause is for the benefit of JCI only and does not preclude JCI from taking proceedings against you in any courts in India. Accordingly, before you commence legal proceedings, you shall issue to JCI formal written notice of its intention to commence legal proceedings. Within 30 calendar days of such written notice, JCI shall provide written notice to you of our election as to whether the Dispute shall be resolved through arbitration in accordance with this clause or through court litigation. Until the expiration of those 30 calendar days, you shall not commence any legal proceedings against JCI.</p>	
Indonesia	<p><b>22. Governing Law and Arbitration, Class-Action Waiver and Jury Waiver</b> is deleted and replaced as follows:</p> <p>“You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the laws of Indonesia. Notwithstanding anything to the contrary and for the purpose of termination, both you and JCI hereby waive the applicability of Article 1266 and Article 1267 of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata), but only to the extent that judicial cancellation of this Agreement would otherwise be required to terminate this Agreement or to enable either party to claim damages.</p>	<p><b>22. Hukum yang Mengatur dan Arbitrase, Pengesampingan Gugatan Perwakilan Kelompok dan Pengadilan oleh Juri Pengesampingan</b> dihapus dan diganti sebagai berikut:</p> <p>“Anda setuju bahwa Perjanjian ini dan setiap klaim, sengketa, gugatan, atau masalah yang timbul dari atau terkait dengan Perjanjian ini atau penggunaan Layanan oleh Anda diatur oleh hukum Indonesia. Meskipun terdapat ketentuan yang mengatur sebaliknya dan untuk tujuan pengakhiran, baik Anda maupun JCI dengan ini mengesampingkan penerapan Pasal 1266 dan Pasal 1267 dalam Kitab Undang-Undang Hukum Perdata, tetapi hanya sepanjang bahwa pembatalan oleh pengadilan terhadap Perjanjian ini disyaratkan untuk mengakhiri Perjanjian ini atau untuk memungkinkan salah satu pihak untuk menuntut ganti rugi.</p>

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	<p>You hereby agree that the dispute arising out of this Agreement shall be settled by arbitration under the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. You hereby agree that any arbitration commence pursuant to this Section shall be conducted in accordance with the Expedited Procedure set out in Rule 5.2 of the SIAC Rules. The seat of the arbitration shall be Singapore. The Tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English. The governing law of the arbitration shall be Singapore law.</p> <p>This Agreement is written in the English language and Indonesian language and all communications (written and oral), notices and other documents required or desirable are to be given in the English language or in the English and Indonesian language and if there is any dispute, conflict or inconsistency between the English and Indonesian version of this Agreement, to the fullest extent allowed by laws, the English version, which best reflects the intentions of the parties, shall prevail, and the Parties shall in good faith, revise the Indonesian version to reflect the intention under the English version.”</p>	<p>Anda dengan ini setuju bahwa sengketa yang timbul dari Perjanjian ini wajib diselesaikan melalui arbitrase yang dikelola oleh Pusat Arbitrase Internasional Singapura (“SIAC”) sesuai dengan Peraturan Arbitrase dari Pusat Arbitrase Internasional Singapura (“Peraturan SIAC”) yang berlaku saat ini, yang mana dianggap dicantumkan melalui penyebutan dalam klausul ini. Anda dengan ini setuju bahwa arbitrase yang dimulai sesuai dengan Pasal ini wajib dilakukan sesuai dengan Prosedur yang Dipercepat yang tertera dalam Peraturan 5.2 dalam Peraturan SIAC. Kedudukan tempat arbitrase adalah Singapura. Majelis wajib terdiri dari satu arbiter. Bahasa dalam arbitrase adalah bahasa Inggris. Bahasa dalam arbitrase adalah bahasa Inggris. Hukum yang mengatur arbitrase adalah hukum Singapura.</p> <p>Perjanjian ini dibuat dalam bahasa Inggris dan bahasa Indonesia serta seluruh komunikasi (lisan dan tertulis), pemberitahuan, dan dokumen lainnya yang disyaratkan atau diinginkan akan diberikan dalam bahasa Inggris atau dalam bahasa Inggris dan bahasa Indonesia, dan jika terdapat sengketa, pertentangan, atau ketidaksesuaian antara Perjanjian ini dalam versi bahasa Inggris dan versi bahasa Indonesia, maka sepanjang diizinkan oleh hukum, yang berlaku adalah versi bahasa Inggris, yang paling mencerminkan maksud para pihak, dan Para Pihak wajib dengan iktikad baik, merevisi versi bahasa Indonesia untuk mencerminkan maksud dalam versi bahasa Inggris.”</p>
Japan	<p><b>22. Governing Law and Arbitration, Class-Action Waiver and Jury Waiver</b> is deleted and replaced as follows:</p> <p><b>a. Governing Law.</b> You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the laws of Japan.</p> <p><b>b. Dispute Resolution.</b> Any dispute or claim relating in any way to this Agreement or your access or use of any Services will be resolved by the courts of Japan.”</p>	<p><b>22. 準拠法と仲裁、集団訴訟の権利放棄と陪審員の権利放棄</b>は削除され、以下のように置き換えられます。</p> <p><b>a. 準拠法。</b> お客様は、本契約、および本契約またはお客様による本サービスの使用に起因または関連する請求、紛争、訴訟、または問題が日本の法律に準拠することに同意するものとします。</p> <p><b>b. 論争の解決。</b> 本契約またはお客様による本サービスへのアクセスまたは使用に何らかの形で関連する紛争または申立ては、日本の裁判所によって解決されます。</p>

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Korea	<p><b>22. Governing Law and Arbitration, Class-Action Waiver and Jury Waiver</b> is deleted and replaced as follows:</p> <p><b>“a. Governing Law.</b> You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the laws of the Republic of Korea.</p> <p><b>b. Dispute Resolution.</b> Any dispute or claim relating in any way to this Agreement or your access or use of any Services will be resolved by the courts of Republic of Korea.”</p>	<p>22. 준거법 및 중재, 집단 소송 면제 및 배심원 면제는 다음과 같이 삭제되고 대체된다:</p> <p>"가. <b>준거법.</b> 귀하는 본 협약 및 본 협약 또는 귀하의 서비스 사용과 관련하여 발생하는 모든 청구, 분쟁, 조치 또는 문제가 대한민국 법률의 적용을 받는 것에 동의한다.</p> <p>나. <b>분쟁 해결.</b> 본 협약 또는 귀하의 서비스 접근 또는 사용과 관련된 모든 분쟁 또는 청구는 대한민국 법원에서 해결한다."</p>
Malaysia	<p><b>22. Governing Law and Arbitration, Class-Action Waiver and Jury Waiver</b> is deleted and replaced as follows:</p> <p>In the event of any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination (the "Dispute"), either party may commence proceedings in the courts of Malaysia, but JCI may at its sole discretion and election refer and finally resolve the Dispute by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore and the language of the arbitral proceedings shall be English. The governing law of the arbitration shall be Singapore law. The tribunal shall consist of a sole arbitrator, unless the amount in dispute exceeds US\$4,000,000, in which case the tribunal shall consist of three arbitrators.</p> <p>In the event JCI elects to resolve the Dispute by arbitration, for disputes involving claims of not more than US\$250,000 in aggregate, the arbitration shall be on a "papers only" basis (i.e. no hearing), the time taken to complete the arbitration shall not exceed 3 months from the commencement of the arbitration and there shall be no discovery of documents allowed. For disputes involving claims of more than US\$250,000 and not more than US\$4,000,000 in</p>	<p>22. Undang-undang dan Timbang Tara yang Mengatur, Pengabaian Tindakan Kelas dan Pengecualian Juri dihapuskan dan diganti seperti berikut:</p> <p>Jika sebarang pertikaian timbul daripada atau berkenaan dengan Perjanjian ini, termasuk apa-apa persoalan yang berkenaan dengan kewujudan, kesahihan atau penamatan ("<b>Pertikaian</b>" tersebut), mana-mana pihak boleh memulakan prosiding-prosiding di mahkamah-mahkamah di Malaysia, tetapi JCI boleh pada budi bicara dan pilihan tunggalnya, merujuk dan secara akhirnya menyelesaikan Pertikaian tersebut melalui timbang tara yang ditadbir oleh Pusat Timbang Tara Antarabangsa Singapura ("<b>SIAC</b>") menurut Peraturan-Peraturan Timbang Tara Pusat Timbang Tara Antarabangsa Singapura ("<b>Peraturan-peraturan SIAC</b>"), yang berkuat kuasa sementara ini, di mana peraturan-peraturan adalah dianggap diperbadankan secara rujukan dalam klausa ini. Tempat timbang tara adalah Singapura dan bahasa prosiding timbang tara adalah Inggeris. Undang-undang yang terpakai bagi timbang tara adalah undang-undang Singapura. Tribunal hendaklah terdiri daripada seorang penimbang tara</p>

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	<p>aggregate, the time taken to complete the arbitration hearing shall not exceed 6 months from the commencement of the arbitration and the Tribunal shall be guided by the IBA Rules on the Taking of Evidence in International Arbitration. For disputes involving claims exceeding US\$4,000,000 in aggregate, the time taken to complete the arbitration hearing shall not exceed 12 months from the commencement of the arbitration and the Tribunal shall be guided by the IBA Rules on the Taking of Evidence in International Arbitration.</p> <p>This clause is for the benefit of JCI only and does not preclude JCI from taking proceedings against the counterparty in any courts in Malaysia. Accordingly, before the counterparty commences legal proceedings, the counterparty shall issue to JCI formal written notice of its intention to commence legal proceedings. Within 30 calendar days of such written notice, JCI shall provide written notice to the counterparty of its election as to whether the dispute shall be resolved through arbitration in accordance with this clause or through court litigation. Until the expiration of those 30 calendar days, the counterparty shall not commence any legal proceedings against JCI.</p>	<p>tunggal, kecuali jumlah dalam pertikaian adalah melebihi US\$4,000,000.00, di mana tribunal tersebut hendaklah terdiri daripada tiga orang penimbang tara.</p> <p>Sekiranya JCI memilih untuk menyelesaikan Pertikaian tersebut melalui timbang tara, bagi pertikaian-pertikaian melibatkan tuntutan-tuntutan tidak melebihi US\$250,000 secara agregat, timbang tara tersebut hendaklah atas dasar “kertas sahaja” (iaitu tiada pendengaran), masa yang diambil untuk melengkapkan timbang tara tersebut hendaklah tidak melebihi 3 bulan daripada permulaan timbang tara tersebut dan tiadanya penzahiran dokumen dibenarkan. Bagi pertikaian-pertikaian melibatkan tuntutan-tuntutan melebihi US\$250,000 dan tidak melebihi US\$4,000,000 secara agregat, masa yang diambil untuk melengkapkan pendengaran timbang tara tersebut hendaklah tidak melebihi 6 bulan daripada permulaan timbang tara tersebut dan Tribunal hendaklah dipimpin oleh Peraturan-Peraturan IBA atas Pengambilan Bukti dalam Timbang Tara Antarabang. Bagi pertikaian-pertikaian melibatkan tuntutan-tuntutan melebihi US\$4,000,000 secara agregat, masa yang diambil untuk melengkapkan pendengaran timbang tara hendaklah tidak melebihi 12 bulan daripada permulaan timbang tara tersebut dan Tribunal hendaklah dipimpin oleh Peraturan-Peraturan IBA atas Pengambilan Bukti dalam Timbang Tara Antarabangsa.</p> <p>Klausa ini adalah untuk manfaat JCI sahaja dan tidak mengecualikan JCI daripada mengambil prosiding-prosiding terhadap <b><i>pihak bertentangan</i></b> di sebarang mahkamah di Malaysia. Maka, sebelum <b><i>pihak bertentangan</i></b> memulakan</p>



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		<p>prosiding undang-undang, <b><i>pihak bertentangan</i></b> hendaklah mengeluarkan kepada JCI notis bertulis rasmi bagi niatnya untuk memulakan prosiding undang-undang. Dalam masa 30 hari kalendar daripada notis bertulisedemikian, JCI hendaklah memberikan notis bertulis kepada <b><i>pihak bertentangan</i></b> bagi pilihannya sama ada pertikaian tersebut hendaklah diselesaikan melalui timbang tara menurut klausa ini atau melalui litigasi mahkamah. Sehingga tarikh luput 30 hari kalendar tersebut, <b><i>pihak bertentangan</i></b> tidak boleh memulakan sebarang prosiding undang-undang terhadap JCI.</p>
New Zealand	<p><b>14. Limited Warranty; Disclaimer.</b> The following is added to the first paragraph of Section 14:</p> <p>“Although JCI disclaims certain warranties, you may have certain rights under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which JCI provides, if you require the goods for the purposes of a business as defined in that Act.”</p> <p><b>22. Governing Law and Arbitration, Class-Action Waiver and Jury Waiver</b> is deleted and replaced as follows:</p> <p><b>“a. Governing Law.</b> This Agreement will be governed by the laws of New Zealand.</p> <p><b>b. Dispute resolution.</b> If a dispute arises out of or relates to this agreement, including any dispute as to breach or termination of this agreement or as to any claim in tort, in equity or under any statute, a party cannot commence any court or arbitration proceedings relating to the dispute unless that party has complied with this clause except where that party seeks urgent interlocutory relief. A party claiming that a dispute has arisen must give notice to the other party specifying the nature of the dispute. On receipt of that notice by that other party, the parties must endeavour in good</p>	Not applicable.

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	<p>faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed by them. If the parties do not agree within 30 days of receipt of the notice, or any further period agreed in writing by them, as to: (a) the dispute resolution technique and procedures to be adopted; (b) the timetable for all steps in those procedures; and (c) the selection and compensation of the independent person required for that technique, the parties must mediate the dispute in accordance with Leadr New Zealand Inc standard mediation agreement and the mediator shall be appointed by the Chairperson for the time being of Leadr.”</p>	
Singapore	<p><b>22. Governing Law and Arbitration, Class-Action Waiver and Jury Waiver</b></p> <p>22a. You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the laws of Singapore. You agree that this Agreement expressly excludes the applicability of the Contracts (Rights of Third Parties) Act (Cap.53B).</p> <p>22b. You hereby agree that any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. You agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in Rule 5.2 of the SIAC Rules. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English. The arbitration agreement is governed by the laws of Singapore.</p> <p>22c. Deleted</p>	Not applicable.

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	<p>22d. WAIVER OF CLASS ACTIONS. You and JCI each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. [Remainder deleted]</p> <p>22e. Deleted</p> <p>22f. Deleted.</p>	
Taiwan	<p><b>22. Governing Law and Arbitration, Class-Action Waiver and Jury Waiver</b> is deleted and replaced as follows:</p> <p>“In the event of disputes arising under this agreement, the governing law shall be the law of the Republic of China (Taiwan) and the Taipei District Court shall have exclusive jurisdiction as the court of first instance.”</p>	<p>(TRADITIONAL CHINESE 繁體中文)</p> <p><b>22. 管轄法律和仲裁，放棄集體訴訟和放棄交由陪審團審理</b> 刪除並替換如下：</p> <p>“如果根據本協議發生爭議，以中華民國（台灣）法律為準據法，並以台北地方法院作為具有專屬管轄權的第一審管轄法院。”</p>
Thailand	<p><b>22. Governing Law and Arbitration, Class-Action Waiver and Jury Waiver</b> is deleted and replaced as follows:</p> <p>a. <b>Governing Law.</b> The laws of the Kingdom of Thailand shall govern this contract.</p> <p>b. <b>Dispute.</b> If your entity is Thai registered entity, the dispute shall be brought up to and finally resolved by the court of competent jurisdiction in the Kingdom of Thailand. If your entity is non-Thai registered entity, the dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English. The governing law of the arbitration shall be Singapore law.</p>	<p><b>22. กฎหมายที่ใช้บังคับและอนุญาโตตุลาการ, การสละสิทธิ์ในการฟ้องร้องดำเนินคดีแบบกลุ่มและการสละสิทธิ์ของคณะลูกขุนจะถูกลบทิ้งและถูกแทนที่ดังต่อไปนี้:</b></p> <p>a. กฎหมายที่ใช้บังคับ. กฎหมายแห่งราชอาณาจักรไทยจะใช้บังคับกับสัญญานี้</p> <p>b. ข้อพิพาท. หากนิติบุคคลของท่านเป็นนิติบุคคลที่จดทะเบียนในประเทศไทยข้อพิพาทจะถูกนำขึ้นสู่และได้รับการแก้ไขในที่สุดโดยศาลที่มีอำนาจในราชอาณาจักรไทย หากนิติบุคคลของท่านเป็นนิติบุคคลที่ไม่ได้จดทะเบียนในประเทศไทยข้อพิพาทจะถูกอ้างถึงและได้รับการแก้ไขในที่สุดโดยอนุญาโตตุลาการบริหารงานโดยศูนย์อนุญาโตตุลาการระหว่างประเทศสิงคโปร์ (“SIAC ”) ตามกฎอนุญาโตตุลาการของศูนย์อนุญาโตตุลาการระหว่างประเทศสิงคโปร์ (“กฎของ SIAC ”) ในเวลาที่มีผลบังคับใช้สำหรับกฎใดที่ถือว่ารวมเข้าด้วยกันโดยการอ้างถึงในข้อนี้ ที่นั่งของอนุญาโตตุลาการจะต้องเป็นสิงคโปร์ ศาลจะต้องประกอบด้วย 3 อนุญาโตตุลาการ ภาษาของอนุญาโตตุลาการจะต้องเป็นภาษาอังกฤษ กฎหมายที่ใช้บังคับของอนุญาโตตุลาการจะต้องเป็นกฎหมายสิงคโปร์</p>

## Europe

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GERMANY	<p><b>8. Evaluation Offerings.</b> From time to time, we may offer you access to certain Services, and certain pre-release versions, features and functions of the Services, to you on a beta, trial, or evaluation basis (the “<b>Trial Services</b>”). Trial Services are provided to you free of charge, except as otherwise specified by us or as otherwise specified in your Order, and may only be used for your own internal testing and evaluation of such Trial Services. We may limit, suspend, or terminate your access to any portion of the Trial Services for any reason in our sole discretion. All restrictions, limitations, and obligations related to your access to and use of the Services set forth in this Agreement shall apply to your access and use of the Trial Services. Any Trial Services are subject to change without notice and may differ substantially upon commercial release. <b>Trial Services, due to their nature as beta or customer evaluation services, are provided “as-is” and without warranty of any kind.</b></p> <p><b>10. Term and Termination.</b> This Agreement will commence on the earlier of: (a) the date you enter into an Order; or (b) the date you first access or use the Service (the “<b>Effective Date</b>”) and will remain in effect until terminated in accordance with the provisions of this Agreement (the “<b>Term</b>”). Either party may terminate this Agreement on written notice to the other party if the other party is in material breach of its obligations hereunder and fails to cure the breach within thirty (30) days of such written notice. In addition, either party may, in its sole discretion, terminate this Agreement on written notice to the other party upon the bankruptcy or insolvency of the other party or upon the</p>	<p><b>8. Bewertungsangebote.</b> Von Zeit zu Zeit können wir Ihnen Zugang zu bestimmten Diensten und bestimmten Vorabversionen, Besonderheiten und Funktionen der Dienste auf Beta-, Test- oder Bewertungsbasis (die „<b>Testdienste</b>“) anbieten. Testdienste werden Ihnen kostenlos zur Verfügung gestellt, sofern nicht anders von uns angegeben oder anderweitig in Ihrer Bestellung angegeben, und dürfen nur für Ihre eigenen internen Tests und Bewertungen dieser Testdienste verwendet werden. Wir können Ihren Zugriff auf einen Teil der Testdienste aus beliebigem Grund nach unserem alleinigen Ermessen einschränken, aussetzen oder beenden. Alle Beschränkungen, Einschränkungen und Verpflichtungen in Bezug auf Ihren Zugriff auf und Ihre Nutzung der in dieser Vereinbarung dargelegten Dienste gelten für Ihren Zugriff und Ihre Nutzung der Testdienste. Jegliche Testdienste können ohne vorherige Ankündigung geändert werden und bei ihrer kommerziellen Veröffentlichung deutlich anders gestaltet sein. <b>Testdienste werden aufgrund ihres Charakters als Beta- oder Kundenbewertungsdienste ohne Mängelgewähr und ohne Gewährleistungen jeglicher Art bereitgestellt.</b></p> <p><b>10. Laufzeit und Kündigung.</b> Diese Vereinbarung beginnt: (a) zu dem Datum, an dem Sie eine Bestellung aufgeben; oder (b) zu dem Datum, an dem Sie den Dienst zum ersten Mal nutzen oder aufrufen (das „<b>Datum des Inkrafttretens</b>“), je nachdem, welches Datum eher eintritt, und bleibt bis zu ihrer Kündigung gemäß den Bestimmungen dieser Vereinbarung (die „<b>Laufzeit</b>“) in Kraft. Jede Partei kann diese Vereinbarung schriftlich gegenüber der anderen Partei kündigen, falls die andere Partei deutlich gegen ihre Verpflichtungen aus dieser Vereinbarung verstößt und den Verstoß nicht innerhalb von dreißig (30) Tagen nach einer entsprechenden schriftlichen Benachrichtigung behebt. Darüber hinaus kann jede Partei nach eigenem Ermessen diese Vereinbarung durch schriftliche Mitteilung an die andere Partei im Falle von Konkurs oder</p>

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	<p>commencement of any voluntary or involuntary winding up, or upon the filing of any petition seeking the winding up of the other party. Upon any termination or expiration of this Agreement, the use and access rights granted to you under this Agreement will automatically terminate, and you will have no further right to use or access the Services.</p> <p>14. <b>Limited Warranty; Disclaimer (Rights in the Case of Defects).</b> The service provided by JCI shall be substantially in accordance with the Documentation. The statutory rights in the case of defects shall apply with the following modifications. The liability regardless of negligence or fault in section § 536a (1) BGB is excluded. The right of termination according to section 543 (1) S. 1 No. 1 BGB is excluded. You are still obliged to pay the entire subscription fee in the case of a defect, unless the right to reduce the fee is undisputed or final and absolute under a court judgment. Any potential claims for unjust enrichment remain unaffected.</p> <p>15. <b>Third Party Claims.</b></p> <ul style="list-style-type: none"> <li>○ <b>BY US.</b> JCI will defend and/or settle, at our cost and expense, any third party claim, suit, action, or proceeding (“<b>Claim</b>”) brought against you alleging that the Service infringes a United States patent or a United States registered copyright of that third party, and JCI will pay all damages finally awarded and settlement amounts entered into by us on your behalf related to a covered Claim. The foregoing obligation of JCI is contingent upon you promptly notifying JCI in writing of such Claim, permitting JCI sole authority to control the defense or settlement of such Claim, and providing JCI reasonable assistance in connection therewith. If a Claim of infringement under this Section occurs, or if JCI determines a claim is likely to occur,</li> </ul>	<p>Insolvenz der anderen Partei oder bei Beginn einer freiwilligen oder unfreiwilligen Liquidation kündigen, bzw. sobald ein Antrag auf die Liquidation der anderen Partei gestellt wird. Bei Kündigung oder Ablauf dieser Vereinbarung werden die Ihnen im Rahmen dieser Vereinbarung gewährten Nutzungs- und Zugriffsrechte automatisch beendet, und Sie haben kein weiteres Recht auf Nutzung oder Zugriff auf die Dienste.</p> <p>14. <b>Beschränkte Garantie; Haftungsausschluss (Rechte bei Mängeln).</b> Der von JCI bereitgestellte Dienst entspricht im Wesentlichen der Dokumentation. Die gesetzlichen Rechte im Falle von Mängeln gelten mit den folgenden Änderungen. Die Haftung unabhängig von Fahrlässigkeit oder Verschulden nach § 536a (1) BGB ist ausgeschlossen. Das Kündigungsrecht gemäß Ziffer 543 (1) S. 1 Nr. 1 BGB ist ausgeschlossen. Sie sind dennoch verpflichtet, im Falle eines Mangels die gesamte Abonnementgebühr zu zahlen, es sei denn, das Recht zur Minderung der Gebühr ist nach gerichtlicher Entscheidung unbestritten oder endgültig und absolut. Etwaige Ansprüche aufgrund ungerechter Bereicherung bleiben unberührt.</p> <p>15. <b>Ansprüche Dritter.</b></p> <ul style="list-style-type: none"> <li>○ <b>DURCH UNS.</b> JCI wird sämtliche Ansprüche, Klagen, Prozesse oder Verfahren Dritter („<b>Anspruch</b>“), die gegen Sie erhoben werden, in denen behauptet wird, dass der Dienst ein US-Patent oder ein in den USA eingetragenes Urheberrecht des besagten Dritten verletzt, verteidigen und/oder auf unsere Kosten begleichen. JCI wird sämtliche Entschädigungssummen, die letztendlich gewährt werden sowie die von uns in Ihrem Namen in Zusammenhang mit einem abgedeckten Anspruch vereinbarten Vergleichsbeträge begleichen. Die vorstehende Verpflichtung von JCI ist davon abhängig, dass Sie JCI unverzüglich schriftlich über einen solchen Anspruch in Kenntnis setzen, JCI die alleinige Befugnis zur Kontrolle der Verteidigung oder Beilegung eines solchen Anspruchs erteilen und JCI angemessene Unterstützung in diesem Zusammenhang zur Verfügung stellen. Falls ein Anspruch auf Verletzung gemäß diesem Abschnitt auftritt oder falls JCI feststellt, dass ein Anspruch</li> </ul>

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	<p>JCI may, in its sole discretion, either: (a) procure the rights for you to continue to use the Service free of the infringement claim; or (b) replace or modify the Service to make it non-infringing, without loss of material functionality. If either of these remedies is not reasonably available to JCI, JCI may, in its sole discretion, immediately terminate this Agreement and refund to you any fees paid for Services not yet provided as of the termination date. Notwithstanding the foregoing, JCI shall have no obligation with respect to any claim of infringement that is based upon or arises out of the following (the “<b>Excluded Claims</b>”): (a) the use or combination of the Service with any hardware, software, products, information, data, or other materials not provided by us, including your own systems and Customer Data; (b) modification or alteration of the Service by anyone other than JCI or its agents, or if by JCI or its agents, modifications or alterations made at your instruction; (c) your breach of this Agreement or misuse of the Service or use of the Service in excess of the rights granted in this Agreement; (d) use of infringing aspects of the Service after we have notified you of the alleged infringement, provided you with a non-infringing alternative, or after we have terminated the Agreement, or (e) any Third Party Software. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS, THE PROVISIONS OF THIS SECTION STATE THE SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITY OF THE JCI PARTIES FOR ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT, MISAPPROPRIATION, OR OTHER VIOLATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS ARISING</p>	<p>wahrscheinlich eintreten wird, kann JCI nach eigenem Ermessen entweder: (a) Ihnen die Rechte zur weiteren Nutzung des Dienstes ohne Verletzungsanspruch verschaffen; oder (b) den Dienst ersetzen oder ändern, damit durch ihn keine Verletzung verursacht wird, ohne dass dieser dabei seine wesentliche Funktionalität verliert. Wenn eines dieser Rechtsmittel JCI nicht zumutbar zur Verfügung steht, kann JCI nach eigenem Ermessen diese Vereinbarung unverzüglich kündigen und Ihnen alle Gebühren erstatten, die für noch nicht bereitgestellte Dienste zum Zeitpunkt der Kündigung gezahlt wurden. Unbeschadet des Vorstehenden hat JCI keinerlei Verpflichtungen hinsichtlich Ansprüchen auf Verletzung, die auf den folgenden Umständen beruhen (die „ <b>ausgeschlossenen Ansprüche</b>“) bzw. daraus entstehen: (a) die Nutzung oder Kombination des Dienstes mit Hardware, Software, Produkten, Informationen, Daten, oder anderen Materialien, die nicht von uns bereitgestellt wurden, einschließlich Ihrer eigenen Systeme und Kundendaten; (b) Modifikationen oder Änderungen des Dienstes durch jemand anderes als JCI oder deren Vertreter bzw., falls durch JCI oder deren Vertreter vorgenommen, Modifikationen oder Änderungen, die auf Ihre Anweisung hin durchgeführt werden; (c) eine Verletzung dieser Vereinbarung oder der Missbrauch des Dienstes Ihrerseits bzw. die Nutzung des Dienstes über die in dieser Vereinbarung gewährten Rechte hinaus; (d) Nutzung von verletzenden Aspekten des Dienstes, nachdem wir Sie über die angebliche Verletzung informiert und Ihnen eine nicht verletzende Alternative bereitgestellt haben, bzw. nachdem wir die Vereinbarung gekündigt haben, oder (e) Software von Drittanbietern. SOFERN DIES NICHT GESETZLICH VERBOTEN IST, SIND DIE BESTIMMUNGEN DIESES ABSCHNITTS DIE ALLEINIGEN UND AUSSCHLIEßLICHEN VERPFLICHTUNGEN UND DIE VERANTWORTLICHKEIT DER JCI-PARTEIEN FÜR JEGLICHE ANSPRÜCHE IN BEZUG AUF DIE VERLETZUNG GEISTIGEN EIGENTUMS VERUNTREUUNG, ODER EINE ANDERE VERLETZUNG VON RECHTEN AN GEISTIGEM</p>

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	<p>OUT OF OR RELATING TO THE SERVICES, SOFTWARE, AND/OR THIS AGREEMENT.</p> <ul style="list-style-type: none"> <li>○ <b>BY YOU.</b> You will indemnify, defend, and hold the JCI Parties harmless from any claims, damages, losses, liabilities, costs and expenses (including reasonable attorney’s fees) arising out of or related to a Claim arising out of or related to: (a) the Excluded Claims as a result of your breach of the contractual obligations; (b) any breach of this Agreement; or (c) any allegation that the materials or content that you submit or otherwise make available under the Agreement, including the Customer Data, infringe, misappropriate or violate the intellectual property rights of a third party. JCI must promptly notify you in writing of any such claim, permit you sole authority to control the defense or settlement of the claim, and provide you reasonable assistance in connection therewith. JCI’s claims under this subsection may be excluded if you demonstrate that you did not bear any responsibility in the meaning of section § 276 German Civil Code (Bürgerliches Gesetzbuch, BGB).</li> </ul> <p>1. <b>Use Limitations.</b> In addition to any applicable Supplemental Terms, the following limitations apply to the Services:</p> <ul style="list-style-type: none"> <li>○ The Services are intended to be accessed and used for non-time-critical information, not as a primary and real-time alarm and/or life safety monitoring platform. THE SERVICES ARE NOT INTENDED TO PROVIDE ANY EMERGENCY, EMERGENCY NOTIFICATION, MISSION CRITICAL, OR SAFETY RELATED FUNCTIONALITY, AND YOU WILL NOT USE THE SERVICES IN SUCH</li> </ul>	<p>EIGENTUM DRITTER, DIE SICH AUS ODER IN BEZUG AUF DIE DIENSTE, SOFTWARE UND/ODER DIESE VEREINBARUNG ERGEBEN.</p> <ul style="list-style-type: none"> <li>○ <b>DURCH SIE.</b> Sie werden die JCI-Parteien von allen Ansprüchen, Entschädigungssummen, Verlusten, Verbindlichkeiten, Kosten und Ausgaben (einschließlich angemessener Anwaltskosten) freistellen, verteidigen und schadlos halten, die sich aus oder im Zusammenhang mit einem Anspruch ergeben, der sich aus oder im Zusammenhang ergibt mit: (a) den ausgeschlossenen Ansprüchen aufgrund einer Verletzung vertraglicher Verpflichtungen Ihrerseits; (b) jeglicher Verletzung dieser Vereinbarung; oder (c) jeglicher Behauptung, dass die Materialien oder Inhalte, die Sie im Rahmen der Vereinbarung einreichen oder anderweitig zur Verfügung stellen, einschließlich der Kundendaten, die geistigen Eigentumsrechte Dritter verletzen, missbrauchen oder missachten. JCI hat Sie unverzüglich schriftlich über einen solchen Anspruch in Kenntnis zu setzen, Ihnen die alleinige Befugnis zur Kontrolle der Verteidigung oder Beilegung eines solchen Anspruchs zu erteilen und Ihnen angemessene Unterstützung in diesem Zusammenhang zur Verfügung zu stellen. Die Ansprüche von JCI nach diesem Unterabschnitt können ausgeschlossen werden, falls Sie nachweisen, dass Sie keine Verantwortung im Sinne von § 276 Bürgerliches Gesetzbuch (BGB) getragen haben.</li> </ul> <p>4. <b>Nutzungsbeschränkungen.</b> Zusätzlich zu den anwendbaren ergänzenden Bedingungen gelten für die Dienste die folgenden Einschränkungen:</p> <ul style="list-style-type: none"> <li>○ Die Dienste sind für den Zugriff und die Verwendung für nicht zeitkritische Informationen vorgesehen, nicht als primäre und Echtzeit-Alarm- und/oder Überwachungsplattform im Sicherheitsbereich. DIE DIENSTE SIND NICHT DAZU GEDACHT, FUNKTIONEN IM ZUSAMMENHANG MIT NOTFÄLLEN, NOTFALLBENACHRICHTIGUNGEN, BZW.</li> </ul>

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	<p>MANNER. The Services are subject to sporadic interruptions and failures for a variety of reasons beyond JCI's control, including Wi-Fi intermittency, service provider uptime, mobile carriers, among others, as well as routine system maintenance. You acknowledge these limitations and agree that JCI is not responsible for any damages allegedly caused by any interruption, failure, or delay of the Services. If you use the Services in any of the prohibited applications identified in this Section: (i) you acknowledge that such use is at your sole risk; (ii) you agree JCI are not liable, in whole or in part, for any claim or damage arising from such use; and (iii) you will indemnify, defend and hold JCI harmless from and against any and all claims, damages, fines, sanctions, losses, costs, expenses, and liabilities arising out of or in connection with such use.</p> <ul style="list-style-type: none"> <li>○ <b>Under no circumstances will JCI be liable or responsible for any use, or any results obtained by the use of, the Services or Software in conjunction with any services, software, or hardware that are not provided by JCI, as JCI does not warrant that the Services and/or Software will operate in conjunction with services, software or hardware not provided or recommended by JCI.</b></li> </ul> <p><b>17. Limitation of Liability.</b></p> <p>(a) EXCEPT FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, IN NO EVENT SHALL THE JCI PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR</p>	<p>GESCHÄFTSKRITISCHEN ODER SICHERHEITRELEVANTEN FUNKTIONEN BEREITZUSTELLEN, UND SIE WERDEN DIE DIENSTE NICHT AUF DERARTIGE WEISE NUTZEN. Die Dienste unterliegen sporadischen Unterbrechungen und Ausfällen aus einer Vielzahl von Gründen, die JCI nicht kontrollieren kann, einschließlich; aber nicht begrenzt auf, Unterbrechungen der Wi-Fi-Verbindung, Verfügbarkeit des Dienstansbieters, Mobilfunkbetreiber, sowie routinemäßige Systemwartung. Sie erkennen diese Einschränkungen an und stimmen zu, dass JCI nicht für Schäden verantwortlich ist, die angeblich durch Unterbrechungen, Ausfälle oder Verzögerungen der Dienste verursacht werden. Falls Sie die Dienste in einer der in diesem Abschnitt genannten unzulässigen Anwendungen verwenden: (i) erkennen Sie an, dass eine solche Nutzung auf Ihr alleiniges Risiko erfolgt; (ii) stimmen Sie zu, dass JCI weder ganz noch teilweise für Ansprüche oder Schäden haftet, die aus einer solchen Nutzung entstehen; und (iii) werden Sie JCI gegenüber sämtlichen Ansprüchen, Schadensersatzforderungen, Bußgeldern, Sanktionen, Verlusten, Kosten, Aufwendungen und Verbindlichkeiten, die aus oder im Zusammenhang mit einer solchen Nutzung entstehen, schadlos halten.</p> <ul style="list-style-type: none"> <li>○ <b>Unter keinen Umständen haftet JCI für die Verwendung oder die Ergebnisse, die durch die Nutzung der Dienste oder der Software in Verbindung mit Diensten, Software, oder Hardware, die nicht von JCI bereitgestellt wurde, erhalten wurden, da JCI nicht garantiert, dass die Dienste und/oder Software in Verbindung mit Diensten, Software oder Hardware funktioniert, die nicht von JCI bereitgestellt oder empfohlen wurden.</b></li> </ul> <p><b>17. Haftungsbeschränkung.</b></p> <p>(a) MIT AUSNAHME VON GROBER FAHRLÄSSIGKEIT UND VORSÄTZLICHEM FEHLVERHALTEN HAFTEN DIE JCI-PARTEIEN IN KEINEM FALL IHNEN ODER DRITTEN</p>



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	<p>ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; AND (C) BUSINESS INTERRUPTION.</p> <p>(b) IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION FOR GENERAL NEGLIGENCE SHALL BE LIMITED TO THREE TIMES THE FEES PAYABLE BY YOU FOR THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY.</p> <p>(c) Should the cap in Section 17(b) for general negligence be considered not enforceable, JCI shall be liable only for the foreseeable damage that might typically occur under the Agreement if an obligation is violated, the fulfilment of which is essential for the proper performance of the Agreement and on the compliance with which the customer may regularly rely (cardinal duty).</p> <p>(d) The foregoing liability limitations or exclusions shall not apply to claims resulting from fraudulent concealment of a defect, acceptance of a guarantee and claims pursuant to the German Product Liability Act (Produkthaftungsgesetz, ProdHaftG) and to damage arising from injuries to life, body or health. Insofar as JCI's liability is excluded or limited, such exclusion or limitation shall also apply to the personal liability of its</p>	<p>GEGENÜBER, SELBST WENN SIE AUF DIE MÖGLICHKEIT SOLCHER SCHÄDEN HINGEWIESEN WERDEN, FÜR: (A) BESONDERE, ZUFÄLLIGE, ODER MITTELBARE SCHÄDEN, BUSSZAHLUNGEN ODER INDIREKTE SCHÄDEN; (B) ENTGANGENE GEWINNE, UMSÄTZE, DATEN, KUNDENCHANCEN, GESCHÄFTE, ERWARTETE EINSPARUNGEN ODER KULANZ; UND (C) BETRIEBSUNTERBRECHUNG.</p> <p>(b) DIE VOLLSTÄNDIGE GESAMTHAFTUNG DER JCI-PARTEIEN GEMÄSS DIESER VEREINBARUNG FÜR SÄMTLICHE SCHÄDEN, VERLUSTE, UND DIE KLAGEGRÜNDE IN BEZUG AUF ALLGEMEINE FAHRLÄSSIGKEIT SIND IN JEDEM FALL AUF DAS DREIFACHE DER VON IHNEN WÄHREND DER ZWÖLF (12) MONATE UNMITTELBAR VOR DEM ERSTEN EREIGNIS, DAS DIE HAFTUNG VERURSACHT, FÜR DEN DIENST ZU ZAHLENDEN GEBÜHREN BEGRENZT.</p> <p>(c) Sollte die Obergrenze in Abschnitt 17(b) für allgemeine Fahrlässigkeit als nicht durchsetzbar angesehen werden, haftet JCI nur für den vorhersehbaren Schaden, der im Rahmen der Vereinbarung typischerweise eintreten könnte, wenn eine Verpflichtung verletzt wird. Die Erfüllung von Verpflichtungen ist unerlässlich für die ordnungsgemäße Erfüllung der Vereinbarung und für die Einhaltung, auf die sich der Kunde regelmäßig verlassen kann (Kardinalpflicht).</p> <p>(d) Die vorstehenden Haftungsbeschränkungen oder Ausschlüsse gelten nicht für Ansprüche aus arglistigem Verschweigen eines Mangels, der Annahme einer Garantie und von Ansprüchen nach dem Produkthaftungsgesetz (ProdHaftG) sowie für Kosten, die sich aus Personenschäden ergeben. Sofern die Haftung von JCI ausgeschlossen oder beschränkt ist, gilt dieser Ausschluss oder die Einschränkung</p>

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	<p>employees, workers, representatives and vicarious agents.</p> <p><b>2. Governing Law and Jurisdiction.</b></p> <p>You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any such action or proceeding. The courts at the location of the contracting JCI affiliate registered office shall have exclusive jurisdiction over all disputes under and in connection with this Agreement. Arbitration proceedings are not required.</p> <p><b>3. General.</b> This Agreement (including the Supplemental Terms) and all Orders constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement. In the event of a conflict between this Agreement and an Order, the terms of this Agreement will control. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Any failure by JCI to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. The official language of this Agreement is English. If there is a conflict between versions of this Agreement in any other language, the English language version controls. The following provisions shall survive any termination or</p>	<p>auch für die persönliche Haftung seiner Mitarbeiter, Arbeitnehmer, Vertreter und Erfüllungsgehilfen.</p> <p><b>5. Geltendes Recht und Gerichtsstand.</b></p> <p>Sie erklären sich damit einverstanden, dass diese Vereinbarung und sämtliche Ansprüche, Streitigkeiten, Verfahren oder Probleme, die sich aus oder im Zusammenhang mit dieser Vereinbarung oder Ihrer Nutzung der Dienste ergeben, dem Recht der Bundesrepublik Deutschland unterliegen. Das UN-Kaufrecht ist für derartige Handlungen oder Verfahren nicht anwendbar. Die Gerichte am Standort des mit dem Vertrag verbundenen Geschäftssitzes von JCI haben die ausschließliche Zuständigkeit für sämtliche Streitigkeiten im Rahmen und in Verbindung mit dieser Vereinbarung. Schiedsverfahren sind nicht erforderlich.</p> <p><b>6. Allgemeines.</b> Diese Vereinbarung (einschließlich der ergänzenden Bedingungen) und sämtliche Bestellungen stellen die gesamte Übereinkunft und Vereinbarung zwischen den Parteien hinsichtlich der in dieser Vereinbarung in Betracht bezogenen Transaktionen dar und ersetzen alle früheren oder gleichzeitigen mündlichen oder schriftlichen Mitteilungen in Bezug auf den Gegenstand dieser Vereinbarung, welche allesamt in dieser Vereinbarung zusammengefasst werden. Im Falle eines Konflikts zwischen dieser Vereinbarung und einer Bestellung gelten die Bedingungen dieser Vereinbarung. Falls eine Bestimmung dieser Vereinbarung gemäß gerichtlicher Verordnung für ungültig oder nicht durchsetzbar befunden wird, bleibt der Rest dieser Vereinbarung gemäß ihren Bedingungen gültig und durchsetzbar. Falls JCI eine Bestimmung dieser Vereinbarung nicht strikt durchsetzt, gilt dies nicht als Verzicht auf diese Bestimmung oder als nachträgliche Verletzung dieser Bestimmung. Die Amtssprache dieser Vereinbarung ist Englisch. Falls ein Konflikt mit Versionen dieser Vereinbarung in einer anderen Sprache besteht, gilt die englische Version. Die folgenden Bestimmungen gelten auch nach Beendigung oder Ablauf dieser Vereinbarung: Abschnitt 6 (Einschränkungen), 7 (Einhaltung), 12 (Gebühren; Steuern) (im Umfang der vor dem Kündigungsdatum anfallenden Gebühren), 13 (Zusätzliche</p>

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	<p>expiration of this Agreement: Section 6 (Restrictions), 7 (Compliance), 12 (Fees; Taxes) (to the extent of any fees accrued prior to the date of termination), 13 (Supplemental Terms, as applicable), 14 (Limited Warranty; Disclaimer), 15 (Third Party Claims), 16 (Limitation of Liability), 17 (Confidentiality), 18 (Data), 19 (Proprietary Rights), 20 (Governing Law and Arbitration; Class-Action Waiver and Jury Waiver), 24 (General), 25 (Export/Import), and 26 (U.S. Government Rights). This Agreement and any associated rights or obligations, except for monetary claims, may not be assigned or otherwise transferred by you without JCI's prior written consent. This Agreement may be assigned by JCI without restriction. This Agreement is binding upon any permitted assignee.</p>	<p>Bedingungen, sofern zutreffend), 14 (Beschränkte Garantie; Haftungsausschluss), 15 (Ansprüche Dritter), 16 (Haftungsbeschränkung), 17 (Vertraulichkeit), 18 (Daten), 19 (Eigentumsrechte), 20 (geltendes Recht und Schiedsverfahren; Verzicht auf Sammelklagen und Verzicht auf Schwurgerichtsverfahren), 24 (Allgemeines), 25 (Export/Import) und 26 (US-Regierungsrechte). Diese Vereinbarung und sämtliche damit verbundenen Rechte oder Pflichten, mit Ausnahme von monetären Ansprüchen, dürfen ohne vorherige schriftliche Zustimmung von JCI nicht von Ihnen abgetreten oder anderweitig übertragen werden. Diese Vereinbarung kann von JCI uneingeschränkt abgetreten werden. Diese Vereinbarung ist für alle zugelassenen Rechtsnachfolger bindend.</p>
SPAIN	<p>7. <b>Limited Warranty; Disclaimer.</b> JCI warrants that the Service will perform substantially in conformance with its Documentation throughout the Term. Except to the extent prohibited by applicable law, JCI's sole obligation and your sole and exclusive remedy for breach of the foregoing warranty shall be that JCI will use the diligence of a good family father in accordance with the Spanish Civil Code to correct the non-conforming Service functionality without charge. JCI shall not be liable for warranty nonconformance caused by use or combination with hardware and software not provided and/or directly recommended by JCI, misuse of the Service, or your negligence or willful misconduct. EXCEPT AS PROVIDED IN THIS SECTION, THE SERVICES, TRIAL SERVICES, SOFTWARE, THIRD PARTY SOFTWARE AND ANY DATA, INFORMATION OR RESULTS OBTAINED THROUGH THE SERVICES OR TRIAL SERVICES ARE PROVIDED ON AN "AS AVAILABLE," "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JCI AND ITS</p>	<p>8. <b>Garantía limitada; Limitación de responsabilidad.</b> JCI garantiza que el Servicio funcionará sustancialmente de acuerdo con su Documentación durante toda la Vigencia. Salvo en la medida en que lo prohíba la legislación aplicable, la única obligación de JCI y el único recurso exclusivo del usuario en caso de incumplimiento de la garantía anterior será que JCI utilizará la diligencia de un buen padre de familia de acuerdo con el Código Civil español para corregir la funcionalidad no conforme del Servicio sin coste alguno. JCI no será responsable del incumplimiento de la garantía causado por el uso o la combinación con hardware y software no proporcionado y/o recomendado directamente por JCI, el mal uso del Servicio, o su negligencia o mala conducta intencionada. SALVO LO DISPUESTO EN ESTA SECCIÓN, LOS SERVICIOS, LOS SERVICIOS DE PRUEBA, EL SOFTWARE, EL SOFTWARE DE TERCEROS Y CUALQUIER DATO, INFORMACIÓN O RESULTADO OBTENIDO A TRAVÉS DE LOS SERVICIOS O DE LOS SERVICIOS DE PRUEBA SE PROPORCIONAN SOBRE LA BASE DE «TAL COMO ESTÁN DISPONIBLES». EN LA MEDIDA MÁXIMA PERMITIDA POR LA LEGISLACIÓN APLICABLE, JCI Y SUS FILIALES, ASÍ COMO SUS RESPECTIVOS DIRECTORES, FUNCIONARIOS, AGENTES,</p>

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	<p>AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, LICENSORS, SERVICE PROVIDERS, SUPPLIERS, SUBCONTRACTORS, DISTRIBUTORS, AND VENDORS (THE “JCI PARTIES”) MAKE NO (AND SPECIFICALLY DISCLAIM ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, TRIAL SERVICES, SOFTWARE, THIRD PARTY SOFTWARE AND ANY DATA, INFORMATION, OR RESULTS OBTAINED THROUGH THE SERVICES OR TRIAL SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION: (A) THE IMPLIED WARRANTIES OF ACCURACY, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE; (B) ANY WARRANTY THAT: (I) THE SERVICES, TRIAL SERVICES, SOFTWARE OR THIRD PARTY SOFTWARE WILL MEET YOUR REQUIREMENTS; (II) THE SERVICES, TRIAL SERVICES, SOFTWARE, OR THIRD PARTY SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE (INCLUDING INTERRUPTIONS DUE TO CYBERATTACKS OR MALICIOUS CODE OR OTHERWISE), FREE OF HARMFUL COMPONENTS, TIMELY OR SECURE; OR (III) THE SERVICES, TRIAL SERVICES, OR SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE NOT EXPLICITLY SPECIFIED IN THE DOCUMENTATION, OR THAT DEFECTS IN THE SERVICES, TRIAL SERVICES OR SOFTWARE WILL BE CORRECTED; AND (C) ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JCI OR ANY OF ITS PERSONNEL OR AGENTS WILL CREATE ANY ADDITIONAL WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF JCI’S OBLIGATIONS HEREUNDER. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT, SUCH EXCLUSION</p>	<p>OTORGANTES DE LICENCIAS, PROVEEDORES DE SERVICIOS, SUMINISTRADORES, SUBCONTRATISTAS, DISTRIBUIDORES Y VENDEDORES (LAS «PARTES DE JCI») NO OFRECEN (Y RENUNCIAN ESPECÍFICAMENTE A TODAS) DECLARACIONES NI GARANTÍAS DE NINGÚN TIPO CON RESPECTO A LOS SERVICIOS, LOS SERVICIOS DE PRUEBA, EL SOFTWARE, EL SOFTWARE DE TERCEROS Y LOS DATOS, LA INFORMACIÓN O LOS RESULTADOS OBTENIDOS A TRAVÉS DE LOS SERVICIOS O LOS SERVICIOS DE PRUEBA, YA SEAN EXPRESOS, IMPLÍCITOS, ESTATUTARIOS O DE OTRO TIPO, INCLUYENDO, SIN LIMITACIÓN: (A) LAS GARANTÍAS IMPLÍCITAS DE EXACTITUD, NO INFRACCIÓN, TITULARIDAD, COMERCIABILIDAD, DISFRUTE TRANQUILO, CALIDAD DE LA INFORMACIÓN E IDONEIDAD PARA UN FIN DETERMINADO; (B) CUALQUIER GARANTÍA DE QUE: (I) LOS SERVICIOS, LOS SERVICIOS DE PRUEBA, EL SOFTWARE O EL SOFTWARE DE TERCEROS SATISFAGAN SUS NECESIDADES; (II) LOS SERVICIOS, LOS SERVICIOS DE PRUEBA, EL SOFTWARE O EL SOFTWARE DE TERCEROS NO SUFRAN INTERRUPCIONES, ESTÉN LIBRES DE ERRORES (INCLUIDAS LAS INTERRUPCIONES DEBIDAS A CIBERATAQUES O CÓDIGOS MALICIOSOS O DE OTRO TIPO), ESTÉN LIBRES DE COMPONENTES DAÑINOS, SEAN OPORTUNOS O SEAN SEGUROS; O (III) QUE LOS SERVICIOS, LOS SERVICIOS DE PRUEBA O EL SOFTWARE SERÁN COMPATIBLES CON CUALQUIER HARDWARE O SOFTWARE NO ESPECIFICADO EXPLÍCITAMENTE EN LA DOCUMENTACIÓN, O QUE SE CORREGIRÁN LOS DEFECTOS DE LOS SERVICIOS, LOS SERVICIOS DE PRUEBA O EL SOFTWARE; Y (C) CUALQUIER GARANTÍA DERIVADA DE CUALQUIER CURSO DE EJECUCIÓN, CURSO DE NEGOCIACIÓN O USO COMERCIAL. NINGUNA INFORMACIÓN O CONSEJO ORAL O ESCRITO DADO POR JCI O CUALQUIER MIEMBRO DE SU PERSONAL O AGENTES CONSTITUIRÁ UNA GARANTÍA ADICIONAL O AUMENTARÁ EN MODO ALGUNO EL ALCANCE DE LAS OBLIGACIONES DE JCI EN VIRTUD DEL PRESENTE DOCUMENTO. ALGUNAS JURISDICIONES NO PERMITEN LAS EXCLUSIONES ANTERIORES. EN TAL CASO, DICHA EXCLUSIÓN NO SE LE APLICARÁ ÚNICAMENTE EN LA MEDIDA EN QUE LO PROHÍBA LA LEGISLACIÓN APLICABLE.</p>

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	<p>WILL NOT APPLY TO YOUR SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.</p> <p><b>22. Governing Law and Jurisdiction.</b></p> <p>You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the laws of the Kingdom of Spain. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any such action or proceeding. The courts at the location of the contracting JCI affiliate registered office shall have exclusive jurisdiction over all disputes under and in connection with this Agreement. Arbitration proceedings are not required.</p>	<p><b>22. Legislación y Jurisdicción.</b></p> <p>Usted acepta que este Acuerdo, así como cualquier reclamación, disputa, acción o asunto que surja de o esté relacionado con este Acuerdo o con su uso de los Servicios, se rige por las leyes del Reino de España. La Convención de las Naciones Unidas sobre los Contratos de Compraventa Internacional de Mercancías no se aplica a ninguna de estas acciones o procedimientos. Los tribunales del domicilio social de la filial de la JCI contratante tendrán jurisdicción exclusiva sobre todos los litigios relacionados con el presente Acuerdo. No se requiere recurrir a procedimientos de arbitraje.</p>
NETHERLANDS	<p><b>22. Governing Law and Jurisdiction</b></p> <p>You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any such action or proceeding. The competent court in Rotterdam, Netherlands shall have exclusive jurisdiction over all disputes under and in connection with this Agreement.</p>	Not Applicable
BELGIUM	<p><b>22. Governing Law and Jurisdiction</b></p> <p>You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use</p>	Not Applicable

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	<p>of the Services is governed by the laws of Belgium. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any such action or proceeding. The competent court in Brussels, Belgium shall have exclusive jurisdiction over all disputes under and in connection with this Agreement.</p>	
LUXEMBURG	<p><b>22. Governing Law and Jurisdiction</b></p> <p>You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the laws Luxembourg. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any such action or proceeding. The competent court in Luxembourg shall have exclusive jurisdiction over all disputes under and in connection with this Agreement.</p>	Not Applicable
NORWAY	<p><b>22. Governing Law and Jurisdiction</b></p> <p>You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the laws of Norway. The competent court in Oslo, Norway shall have exclusive jurisdiction over all disputes under and in connection with this Agreement.</p>	Not Applicable

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ITALY	<p><b>Limited Warranty; Disclaimer</b> JCI warrants that the Service will perform substantially in conformance with its Documentation throughout the Term. Except to the extent prohibited by applicable law, JCI's sole obligation and your sole and exclusive remedy for breach of the foregoing warranty shall be that JCI will use the diligence of a good family father in accordance with the Italian Civil Code to correct the non-conforming Service functionality without charge. JCI shall not be liable for warranty nonconformance caused by use or combination with hardware and software not provided and/or directly recommended by JCI, misuse of the Service, or your negligence or willful misconduct. EXCEPT AS PROVIDED IN THIS SECTION, THE SERVICES, TRIAL SERVICES, SOFTWARE, THIRD PARTY SOFTWARE AND ANY DATA, INFORMATION OR RESULTS OBTAINED THROUGH THE SERVICES OR TRIAL SERVICES ARE PROVIDED ON AN "AS AVAILABLE," "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JCI AND ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, LICENSORS, SERVICE PROVIDERS, SUPPLIERS, SUBCONTRACTORS, DISTRIBUTORS, AND VENDORS (THE "<b>JCI PARTIES</b>") MAKE NO (AND SPECIFICALLY DISCLAIM ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, TRIAL SERVICES, SOFTWARE, THIRD PARTY SOFTWARE AND ANY DATA, INFORMATION, OR RESULTS OBTAINED THROUGH THE SERVICES OR TRIAL SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION: (A) THE IMPLIED WARRANTIES OF ACCURACY, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE; (B) ANY WARRANTY THAT: (I) THE SERVICES, TRIAL SERVICES, SOFTWARE OR THIRD PARTY SOFTWARE WILL MEET YOUR</p>	<p><b>Limitazione di garanzia; esclusione di responsabilità</b>JCI garantisce che il Servizio sarà sostanzialmente conforme per l'intera Durata con le prestazioni specificate nella relativa Documentazione. Salvo ove espressamente vietato dalle leggi vigenti, l'unico obbligo in capo a JCI e l'unico ed esclusivo rimedio spettante all'utente in caso di violazione della precedente garanzia è che JCI si impegni a usare la diligenza del buon padre di famiglia così come previsto dal codice civile italiano per correggere gratuitamente l'eventuale non conformità della funzionalità del Servizio. JCI non risponderà di non conformità rispetto alla garanzia causata dall'utilizzo o dall'uso combinato di hardware e software non fornito e/o non direttamente raccomandato dalla stessa JCI, dall'abuso del Servizio o da comportamento doloso o colposo dell'utente. FATTO SALVO QUANTO STABILITO NEL PRESENTE PARAGRAFO, I SERVIZI, I SERVIZI DI PROVA, IL SOFTWARE, I SOFTWARE DI TERZE PARTI E QUALSIASI DATO, INFORMAZIONE O RISULTATO OTTENUTO TRAMITE I SERVIZI O I SERVIZI DI PROVA VENGONO FORNITI CON FORMULA "AS AVAILABLE" E "AS IS". NELLA MISURA MASSIMA CONSENTITA DALLA LEGGE, JCI E LE RELATIVE CONSOCIATE, E I RISPETTIVI AMMINISTRATORI, DIRIGENTI, AGENTI, LICENZIANTI, FORNITORI DI SERVIZI, FORNITORI, SUBCONTRAENTI, DISTRIBUTORI E VENDITORI (LE "<b>PARTI JCI</b>") NON RILASCIANO ALCUNA (ED ESCLUDONO SPECIFICAMENTE QUALSIVOGLIA) DICHIARAZIONE O GARANZIA DI QUALSIASI TIPO, ESPLICITA, IMPLICITA, DI LEGGE O DI ALTRA NATURA, RELATIVA AI SERVIZI, SERVIZI DI PROVA, SOFTWARE, SOFTWARE DI TERZE PARTI E DATI, INFORMAZIONI O RISULTATI OTTENUTI TRAMITE I SERVIZI O I SERVIZI DI PROVA, IVI COMPRESI, A TITOLO ESEMPLIFICATIVO E NON ESAUSTIVO: (A) LE GARANZIE IMPLICITE DI ACCURATEZZA, NON VIOLAZIONE, TITOLO DI PROPRIETÀ, COMMERCIALIZZABILITÀ, PACIFICO GODIMENTO, QUALITÀ DELLE INFORMAZIONI E IDONEITÀ A UNO SCOPO SPECIFICO; (B) LA GARANZIA CHE: (I) I SERVIZI, I SERVIZI DI PROVA, IL SOFTWARE O I SOFTWARE DI TERZE PARTI SODDISFANO I REQUISITI DELL'UTENTE; (II) I SERVIZI, I SERVIZI DI PROVA, IL SOFTWARE O I SOFTWARE DI TERZE PARTI NON SUBIRANNO INTERRUZIONI E SARANNO PRIVI DI ERRORI (COMPRESI INTERRUZIONI DOVUTE AD ATTACCHI INFORMATICI O</p>

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	<p>REQUIREMENTS; (II) THE SERVICES, TRIAL SERVICES, SOFTWARE, OR THIRD PARTY SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE (INCLUDING INTERRUPTIONS DUE TO CYBERATTACKS OR MALICIOUS CODE OR OTHERWISE), FREE OF HARMFUL COMPONENTS, TIMELY OR SECURE; OR (III) THE SERVICES, TRIAL SERVICES, OR SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE NOT EXPLICITLY SPECIFIED IN THE DOCUMENTATION, OR THAT DEFECTS IN THE SERVICES, TRIAL SERVICES OR SOFTWARE WILL BE CORRECTED; AND (C) ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JCI OR ANY OF ITS PERSONNEL OR AGENTS WILL CREATE ANY ADDITIONAL WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF JCI'S OBLIGATIONS HEREUNDER. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT, SUCH EXCLUSION WILL NOT APPLY TO YOUR SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.</p> <p><b>22. Governing Law and Jurisdiction.</b></p> <p>You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by Italian Law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any such action or proceeding. The courts at the location of the contracting JCI affiliate registered office shall have exclusive jurisdiction over all disputes under and in connection with this Agreement. Arbitration proceedings are not required.</p>	<p>CODICI DANNOSI O ALTRO), PRIVI DI COMPONENTI DANNOSI, PUNTUALI O SICURI; O (III) I SERVIZI, I SERVIZI DI PROVA O IL SOFTWARE SARANNO COMPATIBILI CON HARDWARE O SOFTWARE NON ESPRESSAMENTE SPECIFICATI NELLA DOCUMENTAZIONE, O CHE GLI EVENTUALI DIFETTI DEI SERVIZI, SERVIZI DI PROVA O DEL SOFTWARE SARANNO CORRETTI; E (C) EVENTUALI GARANZIE DERIVANTI NEL CORSO DELL'ESECUZIONE DEL CONTRATTO, NEL CORSO DI TRATTATIVE O DI USANZE NELL'AMBITO DEL COMMERCIO. EVENTUALI INFORMAZIONI O CONSIGLI, VERBALI O SCRITTI, DATI DA JCI O DAL SUO PERSONALE O DAI SUOI AGENTI NON COSTITUIRANNO ALCUNA GARANZIA SUPPLEMENTARE NÉ AMPLIERANNO IN ALCUN MODO LA PORTATA DEGLI OBBLIGHI DI JCI STABILITI NEL PRESENTE CONTRATTO. LE ESCLUSIONI SUMMENZIONATE NON SONO AMMESSE IN TALUNE GIURISDIZIONI. IN TAL CASO, NON SI APPLICHERANNO ALL'UTENTE SOLTANTO NELLA MISURA IN CUI SONO VIETATE DELLA LEGGE APPLICABILE.</p> <p><b>22. Legge regolatrice e giurisdizione.</b></p> <p>L'utente accetta che il presente Contratto e qualsivoglia richiesta, controversia, azione o questione derivante da o in relazione al Contratto stesso o all'uso dei Servizi da parte dell'utente siano regolati dalle leggi italiane. La Convenzione delle Nazioni Unite sui contratti internazionali di vendita di prodotti non trova applicazione nell'ambito di tali azioni o procedimenti. I tribunali del luogo in cui ha sede la consociata JCI contraente hanno giurisdizione esclusiva su tutte le controversie basate o relative al presente Contratto. Non è richiesto il procedimento arbitrale.</p>



Territory	Amendment	Translation
<p><b>PORTUGAL</b></p>	<p><b>14. Limited Warranty; Disclaimer</b> is deleted and replaced as follows:</p> <p>JCI warrants that the Service will perform substantially in conformance with its Documentation throughout the Term. Except to the extent prohibited by applicable law, JCI’s sole obligation and your sole and exclusive remedy for breach of the foregoing warranty shall be that JCI will use the diligence of a good family father in accordance with the Portuguese Civil Code to correct the non-conforming Service functionality without charge. JCI shall not be liable for warranty non-conformance caused by use or combination with hardware and software not provided and/or directly recommended by JCI, misuse of the Service, or your negligence or wilful misconduct. EXCEPT AS PROVIDED IN THIS SECTION, THE SERVICES, TRIAL SERVICES, SOFTWARE, THIRD PARTY SOFTWARE AND ANY DATA, INFORMATION OR RESULTS OBTAINED THROUGH THE SERVICES OR TRIAL SERVICES ARE PROVIDED ON AN “AS AVAILABLE,” “AS IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JCI AND ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, LICENSORS, SERVICE PROVIDERS, SUPPLIERS, SUBCONTRACTORS, DISTRIBUTORS, AND VENDORS (THE “<b>JCI PARTIES</b>”) MAKE NO (AND SPECIFICALLY DISCLAIM ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, TRIAL SERVICES, SOFTWARE, THIRD PARTY SOFTWARE AND ANY DATA, INFORMATION, OR RESULTS OBTAINED THROUGH THE SERVICES OR TRIAL SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION: (A) THE IMPLIED WARRANTIES OF ACCURACY, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF</p>	<p><b>14. Garantia Limitada; Isenção de Responsabilidade</b> eliminada e substituída da seguinte forma:</p> <p>A JCI garante que o Serviço será executado substancialmente em conformidade com a sua Documentação ao longo da Vigência. Exceto na medida em que seja proibido pela lei aplicável, a única obrigação da JCI e o seu único e exclusivo recurso para a violação da garantia anterior será que a JCI usará a maior diligência, de acordo com o Código Civil Português, com o intuito de corrigir a funcionalidade do Serviço não conforme sem encargos. A JCI não será responsável pela não conformidade com a garantia causada pela utilização ou pela combinação de hardware e software não fornecidos nem diretamente recomendados pela JCI, o denominado uso indevido do Serviço, ou por negligência ou má conduta intencional. EXCETO CONFORME ESTIPULADO EM ESTA SECÇÃO, OS SERVIÇOS, OS SERVIÇOS DE AVALIAÇÃO, O SOFTWARE, O SOFTWARE DE TERCEIROS E QUAISQUER DADOS, INFORMAÇÕES OU RESULTADOS OBTIDOS ATRAVÉS DOS SERVIÇOS OU DOS SERVIÇOS DE AVALIAÇÃO SÃO FORNECIDOS EM BASE "CONFORME DISPONÍVEIS", "CONFORME ESTÃO". ATÉ À EXTENSÃO MÁXIMA PERMITIDA PELA LEI APLICÁVEL, A JCI E AS SUAS AFILIADAS E OS SEUS RESPECTIVOS DIRETORES, RESPONSÁVEIS, AGENTES, LICENCIADORES, FORNECEDORES DE SERVIÇOS, FORNECEDORES, SUBCONTRATADOS, DISTRIBUIDORES E OS SEUS RESPECTIVOS DIRETORES, RESPONSÁVEIS, AGENTES, LICENCIADORES, FORNECEDORES DE SERVIÇOS, FORNECEDORES, SUBCONTRATADOS, DISTRIBUIDORES E TODOS OS FORNECEDORES (AS“<b>PARTES JCI</b>”) NÃO FAZEM REPRESENTAÇÕES NEM GARANTIAS DE QUALQUER TIPO RELATIVAMENTE AOS SERVIÇOS, SERVIÇOS DE AVALIAÇÃO, SOFTWARE, SOFTWARE DE TERCEIROS E QUAISQUER DADOS, INFORMAÇÕES OU RESULTADOS OBTIDOS ATRAVÉS DOS SERVIÇOS OU DOS SERVIÇOS DE AVALIAÇÃO, SEJAM EXPRESSOS, IMPLÍCITOS, ESTATUTÁRIOS OU DE OUTRA FORMA, INCLUINDO: (A) AS GARANTIAS IMPLÍCITAS DE PRECISÃO, NÃO VIOLAÇÃO, TITULARIDADE, COMERCIALIZAÇÃO, USUFRUTO SILENCIOSO, QUALIDADE DAS INFORMAÇÕES E ADEQUAÇÃO A UM DETERMINADO FIM; (B)</p>

Territory	Amendment	Translation
	<p>INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE; (B) ANY WARRANTY THAT: (I) THE SERVICES, TRIAL SERVICES, SOFTWARE OR THIRD PARTY SOFTWARE WILL MEET YOUR REQUIREMENTS; (II) THE SERVICES, TRIAL SERVICES, SOFTWARE, OR THIRD PARTY SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE (INCLUDING INTERRUPTIONS DUE TO CYBERATTACKS OR MALICIOUS CODE OR OTHERWISE), FREE OF HARMFUL COMPONENTS, TIMELY OR SECURE; OR (III) THE SERVICES, TRIAL SERVICES, OR SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE NOT EXPLICITLY SPECIFIED IN THE DOCUMENTATION, OR THAT DEFECTS IN THE SERVICES, TRIAL SERVICES OR SOFTWARE WILL BE CORRECTED; AND (C) ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JCI OR ANY OF ITS PERSONNEL OR AGENTS WILL CREATE ANY ADDITIONAL WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF JCI'S OBLIGATIONS HEREUNDER. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT, SUCH EXCLUSION WILL NOT APPLY TO YOUR SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.</p> <p><b>22. Governing Law and Arbitration, Class-Action Waiver and Jury Waiver</b> is deleted and replaced as follows</p> <p>You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the laws of Portugal. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any such action or proceeding. The courts at the location of the contracting JCI affiliate registered office shall have</p>	<p>QUALQUER GARANTIA DE QUE: (I) OS SERVIÇOS, OS SERVIÇOS DE AVALIAÇÃO, SOFTWARE OU SOFTWARE DE TERCEIROS DARÃO RESPOSTA AOS SEUS REQUISITOS; (II) OS SERVIÇOS, SERVIÇOS DE AVALIAÇÃO, SOFTWARE OU SOFTWARE DE TERCEIROS SERÃO ININTERRUPTOS, SEM ERROS (INCLUINDO INTERRUPÇÕES DEVIDO A ATAQUES CIBERNÉTICOS OU CÓDIGO MALICIOSO OU OUTRO), SEM COMPONENTES NOCIVOS, OPORTUNOS OU SEGUROS; OU (III) OS SERVIÇOS, SERVIÇOS DE AVALIAÇÃO OU SOFTWARE SERÃO COMPATÍVEIS COM QUALQUER HARDWARE OU SOFTWARE NÃO EXPLICITAMENTE ESPECIFICADO NA DOCUMENTAÇÃO, OU QUE DEFEITOS NOS SERVIÇOS, NOS SERVIÇOS DE TESTE OU NO SOFTWARE SERÃO CORRIGIDOS; E (C) QUALQUER GARANTIA DECORRENTE DE QUALQUER EXERCÍCIO DE DESEMPENHO, EXERCÍCIO DE NEGOCIAÇÃO OU USO COMERCIAL. NENHUMA INFORMAÇÃO OU CONSELHO VERBAL OU POR ESCRITO DADO PELA JCI OU QUALQUER UM DO SEU PESSOAL OU AGENTES CRIARÁ QUALQUER GARANTIA ADICIONAL OU DE QUALQUER FORMA AUMENTARÁ O ÂMBITO DAS OBRIGAÇÕES DA JCI AO ABRIGO DO PRESENTE ACORDO. ALGUMAS JURISDIÇÕES NÃO PERMITEM AS EXCLUSÕES ACIMA. EM TAIS CASOS, TAIS EXCLUSÕES NÃO SE APLICARÃO A SI UNICAMENTE NA MEDIDA PROIBIDA PELA LEI APLICÁVEL.</p> <p><b>22. Lei Aplicável e Arbitragem, Renúncia de Ação Coletiva e Renúncia de Júri</b> é eliminada e substituída da seguinte forma</p> <p>Concorda que este Acordo, e qualquer reclamação, disputa, ação ou questão decorrente ou relacionada com este Acordo ou com a sua utilização dos Serviços é regida pelas leis de Portugal. A Convenção das Nações Unidas sobre Contratos para a Venda Internacional de Mercadorias não se aplica a qualquer ação ou procedimento. Os tribunais no local da sede registada da afiliada da JCI contratante terão jurisdição exclusiva sobre todas as disputas decorrentes e relacionadas com este Acordo. Os procedimentos de arbitragem não são necessários.</p>

Territory	Amendment	Translation
	<p>exclusive jurisdiction over all disputes under and in connection with this Agreement. Arbitration proceedings are not required.</p>	
FRANCE	<p>9. Also, since this Agreement will be executed by French companies and the products and services will be provided in France, You agree that Parties will comply with French tax law and regulations and, in respect of invoicing and payment terms, with any other mandatory rules which cannot be derogated from by the parties.</p> <p><b>22. Governing Law and Jurisdiction – Disputes resolution</b>            YOU AGREE THAT THIS AGREEMENT, AND ANY CLAIM, DISPUTE, ACTION, OR ISSUE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE SERVICES IS GOVERNED BY THE LAWS OF FRANCE. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO ANY SUCH ACTION OR PROCEEDING. THE COMPETENT COURT IN PARIS SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES UNDER AND IN CONNECTION WITH THIS AGREEMENT.</p>	<p>10. En outre, comme le présent Accord sera exécuté par des entreprises françaises et que les produits et services seront fournis en France, Vous acceptez que les Parties se conforment à la législation et à la réglementation fiscales françaises et, relativement aux conditions de facturation et de paiement, à toute autre règle obligatoire à laquelle les parties ne peuvent déroger.</p> <p><b>22. Droit applicable et juridiction - Résolution des litiges</b>            VOUS ACCEPTEZ QUE LE PRESENT ACCORD, AINSI QUE TOUTE RECLAMATION, TOUT LITIGE, TOUTE ACTION OU TOUT PROBLEME DECOULANT DU PRESENT ACCORD OU DE VOTRE UTILISATION DES SERVICES, SOIT REGI PAR LE DROIT FRANÇAIS. LA CONVENTION DES NATIONS UNIES SUR LES CONTRATS DE VENTE INTERNATIONALE DE MARCHANDISES NE S'APPLIQUE PAS A UNE TELLE ACTION OU PROCEDURE. LE TRIBUNAL COMPETENT DE PARIS SERA LE SEUL COMPETENT POUR TOUS LES LITIGES RELATIFS AU PRESENT ACCORD.</p>
United Kingdom	<p><b>22. Governing Law and Jurisdiction.</b>            You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the Laws of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any such action or proceeding. The courts at the location of the contracting JCI affiliate registered office shall have exclusive jurisdiction over all disputes under and in connection with this Agreement. Arbitration proceedings are not required.</p>	Not Applicable
Ireland	<b>22. Governing Law and Jurisdiction.</b>	Not Applicable

Territory	Amendment	Translation
	<p>You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the Laws of the Republic of Ireland. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any such action or proceeding. The courts at the location of the contracting JCI affiliate registered office shall have exclusive jurisdiction over all disputes under and in connection with this Agreement. Arbitration proceedings are not required.</p>	
CZECH REPUBLIC	<p><b>22. Governing Law and Jurisdiction.</b></p> <p>You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the laws of the location of the contracting JCI affiliate registered office. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any such action or proceeding. The courts at the location of the contracting JCI affiliate registered office shall have exclusive jurisdiction over all disputes under and in connection with this Agreement. Arbitration proceedings are not required.</p>	Not Applicable
SLOVAKIA	<p><b>22. Governing Law and Jurisdiction.</b></p> <p>You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the laws of the location of the contracting JCI affiliate registered office. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any such action or proceeding. The courts at the location of the contracting JCI affiliate registered office shall have exclusive jurisdiction over all disputes under and in connection with this Agreement. Arbitration proceedings are not required.</p>	Not Applicable
HUNGARY	<p><b>22. Governing Law and Jurisdiction.</b></p>	Not Applicable

Territory	Amendment	Translation
	<p>You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the laws of the location of the contracting JCI affiliate registered office. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any such action or proceeding. The courts at the location of the contracting JCI affiliate registered office shall have exclusive jurisdiction over all disputes under and in connection with this Agreement. Arbitration proceedings are not required.</p>	
RUSSIA	<p><b>22. Governing Law and Jurisdiction.</b></p> <p>You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the laws of the location of the contracting JCI affiliate registered office. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any such action or proceeding. The courts at the location of the contracting JCI affiliate registered office shall have exclusive jurisdiction over all disputes under and in connection with this Agreement. Arbitration proceedings are not required.</p>	Not Applicable
POLAND	<p><b>22. Governing Law and Jurisdiction.</b></p> <p>You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the laws of the location of the contracting JCI affiliate registered office. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any such action or proceeding. The courts at the location of the contracting JCI affiliate registered office shall have exclusive jurisdiction over all disputes under and in connection with this Agreement. Arbitration proceedings are not required.</p>	Not Applicable

Territory	Amendment	Translation
CZECH REPUBLIC	<p><b>22. Governing Law and Jurisdiction.</b></p> <p>You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the laws of the location of the contracting JCI affiliate registered office. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any such action or proceeding. The courts at the location of the contracting JCI affiliate registered office shall have exclusive jurisdiction over all disputes under and in connection with this Agreement. Arbitration proceedings are not required.</p>	Not Applicable

## Latin America

Territory	Amendment	Translation
ARGENTINA	<p>Provision 12 is complemented as follows <b>Price Adjustment</b>. The Client understands and agrees that, notwithstanding the provisions of Article 1255 of the National Civil and Commercial Code, the prices shown in pesos in this proposal are subject to variations, for these purposes JCI will provide 30 days prior notice of the date from which it becomes effective.</p> <p><b>Default</b> shall be generated automatically and by operation of law, by the mere passage of time, without prior notice. From the date of default, a penalty interest shall accrue on the outstanding price in favor of JCI. For the purpose of determining the applicable interest rate, the Parties agree to an interest rate equivalent to the rate issued by the Banco de la Nación Argentina (passive interest rate) for discount transactions of commercial documents plus a 50%.</p> <p><b>Privacy Laws.</b> The definitions of Personal Information and Privacy Policy Statement established in the Agreement shall include,</p>	<p>La Disposición 12 se complementa de la siguiente manera <b>Ajuste de precios</b>. El Cliente comprende y acepta que, pese a las disposiciones del Artículo 1255 del Código Nacional Civil y Comercial, los precios mostrados en pesos en esta propuesta están sujetos a variaciones; a estos efectos, JCI proporcionará un aviso con anticipación de 30 días de la fecha desde que entra en vigencia.</p> <p><b>El incumplimiento</b> se generará automáticamente y de pleno derecho, por el paso del tiempo, sin previo aviso. Desde la fecha de incumplimiento, se devengarán intereses punitivos sobre el precio adeudado en favor de JCI. Con el objeto de determinar la tasa de interés aplicable, las Partes acuerdan una tasa de interés equivalente a la tasa emitida por el Banco de la Nación Argentina (tasa de interés pasiva) para las transacciones con descuento de documentos comerciales más un 50 %.</p> <p><b>Leyes de privacidad.</b> Las definiciones de Información personal y Declaración de políticas de privacidad establecidas en el Acuerdo deberán incluir, entre</p>

Territory	Amendment	Translation
	<p>without limitation the compliance by the parties with the obligations under the Argentine Law N° 23.326 on Personal Data Protection (Law N° 23,326) and all related regulations and directives, Decree No. 1558/2001 and other resolutions and provisions relating to the same, and other applicable requirements and legal obligations in force in Argentina. Consequently, Each party agrees to comply with the minimum operational and security guidelines as required by Argentine Disposition 11/2006 of the National Directorate of Personal Data Protection (“Dirección Nacional de Protección de Datos Personales”).</p> <p>The Client consents to the collection, processing and international transfer of data and information, including the transfer of personal data to and between JCI and its affiliates wherever they may be located throughout the world, for the purposes of complying with this Agreement. Customer has the right to: (a) request access to this data; (b) rectify or cancel any inaccurate or expired data; and (c) object to any processing that does not conform to these purposes.</p> <p><b>Governing Law:</b> The terms of this Agreement shall be governed by the applicable laws of Argentina. Any and all disputes arising from and related with this Agreement shall be subject to the exclusive jurisdiction of the commercial court of Buenos Aires, Argentine Republic (Tribunales Ordinarios de la Ciudad de Buenos Aires), excluding thereby any and all other jurisdictions or courts, further agreeing to submit to the application of the laws and regulations of Argentina.</p> <p>25. Provision 25 is not applicable.</p>	<p>otras, el cumplimiento de las partes de todas las obligaciones en virtud de la Ley argentina n.º 23.326 sobre Protección de Datos Personales (Ley n.º 23.326) y todas las regulaciones y directivas relacionadas, el Decreto n.º 1558/2001 y otras resoluciones y disposiciones relacionadas con esta, y demás requisitos y obligaciones legales en vigencia en Argentina. En consecuencia, todas las partes acuerdan cumplir con las pautas operativas y de seguridad mínimas conforme a lo requerido en la Disposición 11/2006 de la Dirección Nacional de Protección de Datos Personales.</p> <p>El Cliente da su consentimiento para la recolección, el procesamiento y la transferencia internacional de datos y de información, lo que incluye la transferencia de datos personales hacia JCI y sus filiales y entre estos, independientemente de su ubicación en el mundo, con el objeto de cumplir con este Acuerdo. El Cliente tiene el derecho de: (a) solicitar acceso a estos datos; (b) rectificar o cancelar todo dato inexacto o expirado; y (c) oponerse a todo procesamiento que no cumpla con estos fines.</p> <p><b>Ley vigente:</b> los términos de este Acuerdo se regirán por la legislación vigente de Argentina. Toda y cada una de las disputas que surjan de este Acuerdo o se relacionen con él quedarán sujetas a la jurisdicción exclusiva del Juzgado Comercial de Buenos Aires, República Argentina (Tribunales Ordinarios de la Ciudad de Buenos Aires), que excluye, de este modo, todas las demás jurisdicciones o tribunales; asimismo, se acepta someterse a la aplicación de las leyes y regulaciones de Argentina.</p> <p>25. La Disposición 25 no aplica.</p>
BRAZIL	<p><b>12. Fees; Taxes.</b> You will pay JCI (or its distributor or reseller) all fees identified on or referenced in the Order(s) ("Fees") within thirty (30) days of the invoice date, unless a</p>	<p><b>Pagamento; Impostos.</b> Você pagará à JCI (ou seu distribuidor ou revendedor) todos os valores identificados ou mencionados nas(s) Ordens(s)/Pedido(s) ("Valores/Preços") dentro de trinta (30) dias da</p>

Territory	Amendment	Translation
	<p>different period is specified in the applicable Order, and payments not made within such time period shall be subject to late charges equal to the lesser of: (a) one and one-half percent (1.5%) per month of the overdue amount; or (b) the maximum amount permitted under applicable law. To the extent permitted by applicable law, your Order is noncancelable and the sums paid nonrefundable, except as otherwise provided in this Agreement or your Order. Unless otherwise set forth in an applicable Order, any renewal of the Services will be at the then-applicable JCI list price. All taxes, duties, fees and other governmental charges of any kind (including sales and use taxes, but excluding taxes based on the gross revenues or net income of JCI) that are imposed by or under the authority of any government or any political subdivision thereof on the fees for the Service shall be borne solely by you, unless you can evidence tax exemption and shall not be considered a part of a deduction from or an offset against such fees. If you lose tax exempt status, you will pay any taxes due as part of any renewal or payment. You will promptly notify JCI if your tax status changes. You will pay all court costs, fees, expenses, and reasonable attorneys' fees incurred by JCI in collecting delinquent Fees.</p> <p><b>Price Adjustment:</b> JCI might, at its sole discretion, adjust the price of the Service according to foreign exchange variation at any time and inflation index ("IGPM") every 12 months.</p> <p><b>Section 20. Data</b> adds the following section (g):</p>	<p>data da fatura, a menos que um período diferente seja especificado no Pedido aplicável, e os pagamentos não efetuados dentro desse prazo estarão sujeitos a encargos de mora iguais ao menor de: (a) um e meio por cento (1,5%) ao mês do valor em atraso; ou (b) o valor máximo permitido pela lei aplicável. Na medida do permitido pela lei aplicável, seu Pedido não pode ser cancelado e as somas pagas não podem ser reembolsadas, exceto se de outra forma disposto neste Contrato ou em seu Pedido. A menos que de outra forma estabelecido em um Pedido/Ordem aplicável, qualquer renovação dos Serviços será feita pelo preço de lista da JCI então aplicável. Todos os impostos, taxas, encargos e outros encargos governamentais de qualquer tipo (incluindo impostos sobre vendas e uso, mas excluindo impostos com base na receita bruta ou receita líquida da JCI) que são impostos por ou sob a autoridade de qualquer governo ou qualquer subdivisão política dele sobre as taxas do Serviço serão suportadas exclusivamente por você, a menos que você possa comprovar a isenção de impostos e não deve ser considerado uma parte de uma dedução ou compensação de tais taxas. Se você perder o status de isenção de impostos, pagará todos os impostos devidos como parte de qualquer renovação ou pagamento. Você notificará imediatamente a JCI se o seu status fiscal mudar. Você pagará todas as custas judiciais, taxas, despesas e honorários advocatícios cabíveis incorridos pela JCI na cobrança de taxas inadimplentes.</p> <p><b>Reajuste de Preços:</b> a JCI poderá, a seu exclusivo critério, reajustar o preço do Serviço de acordo com a variação cambial a qualquer tempo e índice de inflação ("IGPM") a cada 12 meses.</p> <p><b>Seção 20. Dados</b> adiciona a seguinte seção (g):</p>



Territory	Amendment	Translation
	<p>(g) Each Party agrees and warrants that it will be individually responsible for the fulfillment of its obligations under the Law no.13.709/19 (“LGPD”) and any regulations subsequently issued by any regulatory agency.</p> <p><b>22. Governing Law and Arbitration, Class-Action Waiver and Jury Waiver</b> is deleted and replaced as follows:</p> <p><b>Governing Law.</b> The relevant Agreement and all of the rights and duties in connection therewith will be governed by and construed under the laws of the Federative Republic of Brazil (“Brazil”).</p> <p><b>Court of Jurisdiction.</b> Any dispute arising from or in connection with this Agreement shall be submitted to the Court of Capital of the State of São Paulo, which the parties elect herein as the only court of jurisdiction to process and judge any lawsuit directly or indirectly arising out of this Agreement, waiving any other court, however privileged it may be and regardless of the actual or future domicile or principal place of business of the Parties Affiliates in Brazil.</p>	<p>g. Cada Parte concorda e garante que será individualmente responsável pelo cumprimento de suas obrigações nos termos da Lei nº 13.709 / 19 (“LGPD”) e quaisquer regulamentos posteriormente emitidos por qualquer agência reguladora.</p> <p><b>22. Lei Aplicável e Arbitragem, Renúncia de Ação Coletiva e Renúncia do Júri são excluídos e substituídos da seguinte forma:</b></p> <p><b>Lei Aplicável.</b> O Contrato relevante e todos os direitos e deveres relacionados a ele serão regidos e interpretados de acordo com as leis da República Federativa do Brasil (“Brasil”).</p> <p><b>Foro de Eleição.</b> Qualquer disputa decorrente de ou em conexão com este Contrato deverá ser submetida ao foro da Cidade de São Paulo, Estado de São Paulo, que as partes elegem como o único foro para processar e julgar qualquer ação judicial direta ou indiretamente decorrente deste Contrato , com renúncia a qualquer outro foro, por mais privilegiado que seja e independentemente do domicílio real ou futuro ou da sede das Afiliadas das Partes no Brasil.</p>
CHILE	<p><b>12. Fees; Taxes.</b> Provision 12 is complemented as follows:</p> <p>Unless otherwise set forth in an applicable Order, any renewal of the Services will be at the then-applicable JCI list price. Prices in Chilean Pesos will be able to be adjusted semi-annually according positive variation of Consumer Price</p>	<p><b>12. Tarifas; impuestos.</b> La Disposición 12 se complementa de la siguiente manera:</p> <p>A menos que se establezca lo contrario en un Pedido correspondiente, toda renovación de los Servicios se realizará al precio de lista de JCI vigente en ese momento. Los precios en pesos chilenos se podrán ajustar semestralmente de acuerdo con la</p>

Territory	Amendment	Translation
	<p>Index of previous 6 months, reported by Institute of National Statistics.</p> <p><b>22. Governing Law and Arbitration, Class-Action Waiver and Jury Waiver.</b> Provision 22 is deleted and replaced as follows:</p> <p>Governing Law. The relevant Agreement and all of the rights and duties in connection therewith will be governed by and construed under the laws of Republic of Chile.</p> <p>Court of Jurisdiction. Any dispute arising from or in connection with this Agreement shall be submitted to the Ordinary Courts of Santiago de Chile.</p> <p><b>27. Notice.</b> Provision 27 is complemented as follows:</p> <p>Copies of any legal notices should be sent to: Johnson Controls Chile S.A., Attn: Legal Department, at Los Militares 4611, Piso 9, Las Condes, Santiago, 7560968, Chile</p>	<p>variación positiva del Índice de precios al consumidor de los seis meses previos, presentado por el Instituto Nacional de Estadísticas.</p> <p><b>22. Ley vigente y arbitraje, renuncia a demandas colectivas y renuncia a juicio por jurado.</b> La Disposición 22 se elimina y reemplaza de la siguiente manera:</p> <p>Ley vigente. El Acuerdo pertinente y todos los derechos y las obligaciones en conexión con estos se regirán e interpretarán en virtud de la legislación de la República de Chile.</p> <p>Tribunal competente. Toda disputa que surja o se derive de este Acuerdo se someterá a los Tribunales Ordinarios de Santiago de Chile.</p> <p><b>27. Avisos.</b> La Disposición 27 se complementa de la siguiente manera:</p> <p>Las copias de todos los avisos legales se enviarán a: Johnson Controls Chile S.A., a la atención de: Departamento Legal, en Los Militares 4611, Piso 9, Las Condes, Santiago, 7560968, Chile</p>
COLOMBIA	<p><b>12. Fees; Taxes.</b> <i>Provision 12 is complemented as follows:</i></p> <p>JCI may, at its option, assess late fees at the maximum rate allowed by law as determined by the Financial Superintendence. Customer hereby waives any judicial requirement or other to pay interests derived from delays in payment. JCI will have no obligation to continue to provide Services if Customer fails to make timely payment.</p> <p>Price Adjustment: Customer agrees that prices will be adjusted yearly according to the IPC index (as defined by the National</p>	<p><b>COLOMBIA</b></p> <p><b>12. Tarifas; impuestos.</b> <i>La Disposición 12 se complementa de la siguiente manera:</i></p> <p>JCI puede, según su criterio, evaluar implementar tarifas por mora en la tasa máxima permitida por ley conforme a lo determinado por la Superintendencia Financiera. Por el presente, el Cliente renuncia a toda condición judicial o de otra índole respecto del pago de intereses derivados de retrasos en el pago. JCI no tendrá obligación</p>

Territory	Amendment	Translation
	<p>Administrative Statistics Department of Colombia “DANE”) or the minimum wage raise decreed by the government at JCI sole discretion. The price adjustment will be applied automatically in all invoices issued after the increase is issued.</p> <p>In the event the proposal is issued in US Dollars, services will be paid according to the exchange rate informed by Colombia’s Central Bank (“Banco de la República”) on the day prior to the invoice issuance. If there is a variation of the exchange rate from the day prior to the issuing date of the invoice and the payment day that generates the need for more COP to pay the full amount stated in US Dollars, JC will issue a debit note or a new invoice in Colombian pesos to be paid in the following 30 days.</p> <p><b>22. Governing Law and Arbitration, Class-Action Waiver and Jury Waiver</b> is deleted and replaced as follows:</p> <p style="padding-left: 40px;"><b>22. Governing Law.</b> This Agreement will be governed by the laws of the Republic of Colombia. Each party irrevocably submits to the exclusive jurisdiction of the ordinary courts of Bogotá, Colombia.</p> <p>25. Provision 25 is not applicable.</p> <p>27: Copies of any legal notices should be sent to Johnson Controls, Inc., Attn: Legal Department at Torre SIGMA Avenida Carrera 19 #95-20, 15th Floor, Bogotá Colombia.</p>	<p>alguna de continuar prestando Servicios si el Cliente no efectúa los pagos en tiempo y forma.</p> <p>Ajuste de precios: el Cliente acepta que los precios se ajustarán anualmente de acuerdo con el Índice IPC (tal como lo define el Departamento Administrativo Nacional de Estadística “DANE”) o el aumento del salario mínimo decretado por el gobierno conforme al criterio exclusivo de JCI. El ajuste de precios se aplicará automáticamente en todas las facturas emitidas después de que se publique el aumento.</p> <p>En caso de que la propuesta se emita en dólares estadounidenses, los servicios se pagarán conforme a la tasa de cambio informada por el Banco Central de Colombia (“Banco de la República”) del día anterior a la emisión de la factura. Si existe una variación del tipo de cambio entre el día anterior a la fecha de emisión de la factura y el día de pago, la cual plantee la necesidad de entregar más COP para pagar el monto total establecido en dólares estadounidenses, JC emitirá una nota de débito o una nueva factura en pesos colombianos cuyo vencimiento será en los siguientes 30 días.</p> <p><b>22. La Ley vigente y arbitraje, renuncia a demandas colectivas</b> y renuncia a juicio por jurado se elimina y reemplaza por lo siguiente:</p> <p style="padding-left: 40px;"><b>23. Ley vigente.</b> Este Acuerdo será regido por la legislación de la República de Colombia. Cada parte se somete de manera irrevocable a la jurisdicción exclusiva de los tribunales ordinarios de Bogotá, Colombia.</p> <p>26. La Disposición 25 no rige.</p>

Territory	Amendment	Translation
		<p>27: Las copias de todos los avisos legales deben enviarse a Johnson Controls, Inc., a la atención de: Departamento Legal en Torre SIGMA Avenida Carrera 19 #95-20, 15 piso, Bogotá, Colombia.</p>
COSTA RICA	<p><b>12. Fees; Taxes.</b> <i>Provision 12 is complemented as follows:</i>  JCI may, at its option, assess late fees at the maximum rate allowed by law. Customer hereby waives any judicial requirement or other to pay interests derived from delays in payment. JCI will have no obligation to continue to provide Services if Customer fails to make timely payment.  Customer agrees that prices will be adjusted yearly according to the IPC index (as defined by the Banco Central de la República de Costa Rica). The price adjustment will be applied automatically in all invoices issued after the increase is issued.  In the event the proposal is issued in US Dollars, services will be paid according to the exchange rate informed by the Banco Central de la República de Costa Rica on the day prior to the issuing of the invoice. If there is a variation of the exchange rate from the day prior to the issuing date of the invoice and the payment day, which generates the need for more local currency to pay the full amount stated in US Dollars, JC will issue a debit note or a new invoice in local currency to be paid in the following 30 days.</p> <p><b>22. Governing Law and Arbitration, Class-Action Waiver and Jury Waiver</b> is deleted and replaced as follows:</p> <p style="padding-left: 40px;"><b>22. Governing Law.</b> This Agreement will be governed by the laws of Costa Rica. Each party irrevocably submits to the exclusive jurisdiction of the ordinary courts of San Jose de Costa Rica, Costa Rica.</p>	<p><b>12. Tarifas; impuestos.</b> <i>La Disposición 12 se complementa de la siguiente manera:</i>  JCI puede, según su criterio, evaluar implementar tarifas por mora en la tasa máxima permitida por ley. Por el presente, el Cliente renuncia a toda condición judicial o de otra índole respecto del pago de intereses derivados de retrasos en el pago. JCI no tendrá obligación alguna de continuar prestando Servicios si el Cliente no efectúa los pagos en tiempo y forma. El Cliente acepta que los precios se ajustarán anualmente conforme al Índice IPC (según la definición del Banco Central de la República de Costa Rica). El ajuste de precios se aplicará automáticamente en todas las facturas emitidas después de que se publique el aumento.  En caso de que la propuesta se emita en dólares estadounidenses, los servicios se pagarán conforme a la tasa de cambio informada por el Banco Central de la República de Costa Rica del día anterior a la emisión de la factura. Si existe una variación del tipo de cambio entre el día anterior a la fecha de emisión de la factura y el día de pago, la cual plantea la necesidad de entregar más moneda local para pagar el monto total establecido en dólares estadounidenses, JC emitirá una nota de débito o una nueva factura en moneda local cuyo vencimiento será en los siguientes 30 días.</p> <p><b>22. La Ley vigente y arbitraje, renuncia a demandas colectivas</b> y renuncia a juicio por jurado se elimina y reemplaza por lo siguiente:</p> <p style="padding-left: 40px;"><b>23. Ley vigente.</b> Este Acuerdo será regido por la legislación de Costa Rica. Cada parte se somete de manera irrevocable a la jurisdicción exclusiva de los tribunales ordinarios de San José de Costa Rica, Costa Rica.</p>

Territory	Amendment	Translation
	<p>25. Provision 25 is not applicable.</p> <p>27 Copies of any legal notices should be sent to Johnson Controls, Inc., Attn: CR Pavas, 100 sur de la embajada americana, oficentro 104 segundo piso San José de Costa Rica, Costa Rica.</p>	<p>26. La Disposición 25 no rige.</p> <p>27 Las copias de todos los avisos legales se enviarán a Johnson Controls, Inc., a la atención de: CR Pavas, 100 sur de la embajada americana, oficentro 104 segundo piso San José de Costa Rica, Costa Rica.</p>
MEXICO	<p>If any of the terms and conditions stated in the general Terms of Service conflict, contradict or repeat with this Specific Terms and Conditions for Mexico. This following Terms and Conditions for Mexico prevail and take precedent over the general Terms of Service.</p> <p>Price Adjustment. JCI may increase Prices according National Consumer Price Index, at any time, by giving 30 (thirty) days prior notice.</p> <p>22 Governing Law /Jurisdiction: Parties agree that this Agreement, any claim, dispute, action, litigation, or issue arising out of or relating to this Agreement or use of the Services is governed by the laws of the country of Mexico. Parties submit to the jurisdiction of courts of Mexico City, for the purpose of litigating all such claims or disputes.</p> <p>25. Provision 25 is not applicable.</p> <p>27 Provision 27 is complemented as follows: ...Copies of any legal notices should be sent to Johnson Controls BE Operations México, S. De R.L. de C.V. DAVID ALFARO SIQUEIROS # 104, SAN PEDRO GARZA GARCIA, ESTADO DE NUEVO LEON, MEXICO 66269-, Mexico</p>	<p>Si algunos términos o condiciones establecidos en los Términos generales de Servicios entra en conflicto, contradice o repite estos Términos y Condiciones específicos para México, Los siguientes Términos y Condiciones para México prevalecerán y tendrán prioridad respecto de los Términos generales de Servicios.</p> <p>Ajuste de precios. JCI puede aumentar los Precios de acuerdo con el Índice Nacional de Precios al Consumidor, en cualquier momento, siempre que se dé aviso con 30 (treinta) días de antelación.</p> <p>22 Ley vigente/Jurisdicción: las Partes aceptan que este Acuerdo, así como toda demanda, disputa, acción o litigio que surjan de este Acuerdo o del uso de los Servicios, o estén relacionados con este Acuerdo o con el uso de los Servicios, están regidos por las leyes de México. Las Partes se someten a la jurisdicción de los tribunales de la Ciudad de México, a efectos de litigar dichas demandas o disputas.</p> <p>26. La Disposición 25 no rige.</p> <p>27 La Disposición 27 se complementa de la siguiente manera: ...Las copias de todas las notificaciones legales deben enviarse a Johnson Controls BE Operations México, S. De R.L. de C.V. DAVID</p>

Territory	Amendment	Translation
		ALFARO SIQUEIROS N.º 104, SAN PEDRO GARZA GARCÍA, ESTADO DE NUEVO LEÓN, MÉXICO 66269-, México
PANAMÁ	<p><b>12. Fees; Taxes.</b> <i>Provision 12 is complemented as follows:</i>  JCI may, at its option, assess late fees at the maximum rate allowed by law. Customer hereby waives any judicial requirement or other to pay interests derived from delays in payment. JCI will have no obligation to continue to provide Services if Customer fails to make timely payment.</p> <p>Customer agrees that prices will be adjusted yearly according to the IPC index (as defined by the Instituto Nacional de Estadística y Censo de la Contraloría General de la República de Panamá) or the minimum wage raise decreed by the government at JCI sole discretion. The price adjustment will be applied automatically in all invoices issued after the increase is issued.</p> <p><b>22. Governing Law and Arbitration, Class-Action Waiver and Jury Waiver</b> is deleted and replaced as follows:</p> <p style="padding-left: 40px;"><b>22. Governing Law.</b> This Agreement will be governed by the laws of the Republic of Panama. Each party irrevocably submits to the exclusive jurisdiction of the ordinary courts of Ciudad de Panama, Panama.</p> <p>25. Provision 25 is not applicable.</p> <p>27: Copies of any legal notices should be sent to Johnson Controls, Inc., Attn: Edificio Boulevard Costa del Este, Panama City, Panama.</p>	<p><b>12. Tarifas; impuestos.</b> <i>La Disposición 12 se complementa de la siguiente manera:</i>  JCI puede, según su criterio, evaluar implementar tarifas por mora en la tasa máxima permitida por ley. Por el presente, el Cliente renuncia a toda condición judicial o de otra índole respecto del pago de intereses derivados de retrasos en el pago. JCI no tendrá obligación alguna de continuar prestando Servicios si el Cliente no efectúa los pagos en tiempo y forma. El Cliente acepta que los precios se ajustarán anualmente conforme al Índice IPC (tal y como lo define el Instituto Nacional de Estadística y Censo de la Contraloría General de la República de Panamá) o al aumento del salario mínimo decretado por el gobierno, conforme al criterio exclusivo de JCI. El ajuste de precios se aplicará automáticamente en todas las facturas emitidas después de que se publique el aumento.</p> <p><b>22. La Ley vigente y arbitraje, renuncia a demandas colectivas</b> y renuncia a juicio por jurado se elimina y reemplaza por lo siguiente:</p> <p style="padding-left: 40px;"><b>22. Ley vigente.</b> Este Acuerdo será regido por la legislación de la República de Panamá. Cada parte se somete de manera irrevocable a la jurisdicción exclusiva de los tribunales ordinarios de la Ciudad de Panamá, Panamá.</p> <p>25. La Disposición 25 no rige.</p> <p>27: Las copias de todos los avisos legales deben enviarse a Johnson Controls, Inc., a la atención de: Edificio Boulevard Costa del Este, Ciudad de Panamá, Panamá.</p>

Territory	Amendment	Translation
PERU	<p><b>12. Fees; Taxes.</b> Provision 12 is complemented as follows: Unless otherwise set forth in an applicable Order, any renewal of the Services will be at the then-applicable JCI list price. Prices in Peruvian Soles (PEN) will be adjusted every six months according positive variation of inflation of previous 6 months, reported by Central Bank of Peru.</p> <p><b>22. Governing Law and Arbitration, Class-Action Waiver and Jury Waiver.</b> Provision 22 is deleted and replaced as follows: Governing Law. Any claim, dispute, action, litigation, or issue arising out of or relating to this Agreement or use of the Services is governed by the laws of Republic of Peru.</p> <p><b>Court of Jurisdiction.</b> Parties submit to the jurisdiction of courts of the judicial district of Lima- Cercado, for the purpose of litigating all such claims or disputes.</p> <p><b>27. Notice.</b> Provision 27 is complemented as follows: Copies of any legal notices should be sent to: Johnson Controls Peru SRL, Attn: Legal Department, at Av. Primavera Nro. 1796 Int. P501, Urb. Centro Comercial Monterrico, Santiago De Surco, Lima, Peru</p>	<p><b>12. Tarifas; impuestos.</b> La Disposición 12 se complementa de la siguiente manera: A menos que se establezca lo contrario en un Pedido correspondiente, toda renovación de los Servicios se realizará al precio de lista de JCI vigente en ese momento. Los precios en soles peruanos (PEN) se ajustará cada seis meses de acuerdo con la variación positiva de la inflación de los seis meses previos, registrada por el Banco Central de Perú.</p> <p><b>22. Ley vigente y arbitraje, renuncia a demandas colectivas y renuncia a juicio por jurado.</b> La Disposición 22 se elimina y reemplaza de la siguiente manera: Ley vigente. Toda demanda, disputa, acción, litigio o problema que surjan de este Acuerdo o del uso de los Servicios, o estén relacionados con el Acuerdo o el uso de los Servicios están regidos por las leyes de la República del Perú.</p> <p><b>Tribunal competente.</b> Las Partes se someten a la jurisdicción de los tribunales de la circunscripción judicial de Lima-Cercado, a efectos de litigar dichas demandas o disputas.</p> <p><b>27. Avisos.</b> La Disposición 27 se complementa de la siguiente manera: Las copias de todos los avisos legales deben enviarse a: Johnson Controls Perú SRL, A la atención de: Departamento Legal, en Av. Primavera n.º 1796 Int. P501, Urb. Centro Comercial Monterrico, Santiago De Surco, Lima, Perú</p>
URUGUAY	<p>Provision 12 is complemented as follows <b>Price Adjustment:</b> The price could be readjusted every six (6) months based on the variation in the Consumer Price Index published by the National Institute of Statistics for that period (hereinafter "CPI").</p>	<p>La Disposición 12 se complementa de la siguiente manera <b>Ajuste de precios:</b> el precio puede reajustarse cada seis (6) meses en función de la variación del Índice de Precios al Consumidor publicado por el Instituto Nacional de Estadística para dicho período (en lo sucesivo, "IPC").</p>

Territory	Amendment	Translation
	<p><b>Governing Law.</b> The laws of Uruguay govern all matters arising out of the Agreement, including, without limitation, its interpretation, performance, and enforcement.</p> <p><b>Court Jurisdiction:</b> Any action to enforce or arising out of this Agreement will be brought only in the courts located in Montevideo, Uruguay. Each Party consents to the jurisdiction of such courts in any action.</p>	<p><b>Ley vigente.</b> La legislación de Uruguay rige todos los asuntos que surjan del Acuerdo, lo que incluye, de modo irrestricto, su interpretación, la ejecución y el cumplimiento.</p> <p><b>Tribunal competente:</b> toda acción para hacer cumplir o que surja de este Acuerdo se interpondrá solamente en los tribunales con sede en Montevideo, Uruguay. Cada una de las Partes da su consentimiento respecto de la jurisdicción de dichos tribunales por cualquier acción interpuesta.</p>

## Middle East

Territory	Amendment	Translation
United Arab Emirates	<p>Section 22 is hereby deleted in its entirety and replaced with the following:</p> <ul style="list-style-type: none"> <li>a. <b>Governing Law.</b> You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the of the United Arab Emirates without reference to conflict of laws principles..</li> <li>b. <b>Arbitration.</b> (1) Subject to Section (2) below, any dispute, claim or controversy arising out of or relating to the Agreement or the breach, termination, enforcement, interpretation or validity of the Agreement, including the determination of the scope or applicability of the agreement to arbitrate; which involves an amount up to \$ 2 M US</li> </ul>	Not Applicable



(US Dollars two million only) - shall be subject to the jurisdiction of the Courts of Dubai, United Arab Emirates (UAE). Any other matter of dispute or claims not covered under Section (1) shall be determined by confidential and binding arbitration in Dubai, UAE. The number of arbitrators shall be three. The language to be used in the arbitral proceedings shall be English. The arbitration shall be administered by the DIFC-LCIA pursuant to the Arbitration Rules of the DIFC – LCIA Arbitration Centre. The seat of the arbitration shall be the DIFC, UAE. Judgment on the arbitrator tribunal's award may be entered in any court having jurisdiction, where relevant, pursuant to the 1958 United National Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Both parties agree to keep all disputes arising under the Agreement confidential, except as necessary in connection with a judicial challenge to or enforcement of an award or unless otherwise required by Law or judicial decision. The arbitrator tribunal may issue orders to treat any information regarding such proceedings, including the award, as Confidential Information under the Agreement. This Section shall not preclude either party from seeking equitable relief to protect its interests, including but not limited to injunctive relief, from a court of appropriate jurisdiction. The parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.

(2) Disputes Regarding Payment. Notwithstanding anything to the contrary contained in this Agreement, including Section (1) above, in the event that you fail to pay any amount owed to

JCI when due, JCI is hereby permitted to bring an action and carry a claim in any court of competent jurisdiction and/or in any court or forum of your local jurisdiction. Nothing in the Agreement shall limit any rights of JCI under construction or other statutory lien laws.

- c. Initiation of Arbitration.** To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Johnson Controls, Inc., Attention: Legal Department at Johnson Controls, PO Box 31065, API World Tower, Sheikh Zayed Road, Dubai, UAE. Your notice to JCI must: (i) provide your name, mailing address, and email address; (ii) describe the dispute; and (iii) state the relief you are requesting.