

## Fluid Delivery Time Supplemental Terms and Conditions

These Fluid Delivery Time Supplemental Terms and Conditions (these “Supplemental Terms”) are supplemental terms for and apply solely to the following Service: Fluid Delivery Time and its successor products. These Supplemental Terms are part of and supplement the JCI Terms of Service (the “Terms of Service”) between JCI and you (as defined in the Terms of Service) available at <https://www.johnsoncontrols.com/legal/digital/general-tos>.

A. Conflicts. To the extent there is any conflict between these Supplemental Terms and the Terms of Service, the terms of these Supplemental Terms will control. The terms and conditions of the Terms of Service that are not modified or amended by these Supplemental Terms will remain in full force and effect and remain applicable to the Service. Capitalized or otherwise defined terms not defined in these Supplemental Terms have the meaning given to them in the Terms of Service.

### B. Supplemental Terms.

(a) This Is Not a license to Quell™ Technology. Quell Technology (Tyco Fire Products’ proprietary fire protection technology to address high-challenge fire hazards that departs from previous control mode and suppression mode approaches and instead employs a sprinkler operational area sufficient to surround and drown a high-challenge fire) is available by separate license from Tyco Fire Products LP. A Quell Technology License is needed to offer to sell, sell, create, and supply Quell systems.

(b) Applicable Regulatory Requirements. You are solely responsible for determining whether the actions you take with the Service comply with applicable fire and safety regulations and codes. JCI Parties shall not be responsible or liable for the contents of the NFPA 13 Code or any other NFPA Code. Any solution you select must be verified for acceptance of use by the Authority Having Jurisdiction. The NFPA 13 Code, or any other NFPA Code provided, is for reference only and is the trade marked and copyrighted intellectual property of the National Fire Protection Association. In addition to the Limitation of Liability set forth in the Terms of Service, You further agree and acknowledge that IN NO EVENT WILL THE JCI PARTIES BE LIABLE FOR DAMAGES OR LOSSES RELATED TO YOUR FAILURE TO COMPLY WITH LOCAL REGULATORY REQUIREMENTS, INCLUDING ANY LOST PROFITS, REVENUES, OR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OF ANY KIND OR NATURE ARISING THEREFROM.