

This TrueSite Software Maintenance Agreement (“Agreement”) confirms your purchase of software maintenance services on behalf of your End Users. This Agreement is between Tyco Fire Tyco Fire Products, LP, a Delaware limited partnership, or the applicable JCI affiliate you are contracting with in your geographic location (“JCI”) warrant and you (“Authorized Partner”) and is effective as of the date set forth below. BY PURCHASE ORDER OR REMITTANCE OF PAYMENT FOR THE SOFTWARE MAINTENANCE SERVICES, AUTHORIZED PARTNER AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. **DEFINITIONS.** Capitalized terms have the meanings set forth or referred to in this Section. Other terms used in this Agreement are defined where they are used and have the meanings there indicated.
 - 1.1. **“Active End User”** means a person, organization or other legal entity that: (i) purchased or licensed the Licensed Software from Authorized Partner, (ii) for its own internal purposes and not for distribution to, or use on behalf of, others, and (iii) has paid the applicable software maintenance fees for the time period in which services are requested.
 - 1.2. **“Agreement”** means this Software Maintenance Agreement, together with any Exhibits thereto.
 - 1.3. **“Certified Course”** means any JCI training course on the Licensed Software and related topics that employees of Authorized Partner and/or End User are required to take in order to receive Services under this Agreement.
 - 1.4. **“Documentation”** means user manuals, technical manuals and any other materials provided by the Company, in printed and electronic form, that describe the installation, operation, use and technical specifications of the Licensed Software.
 - 1.5. **“Effective Date”** means the date of shipment for new orders of Licensed Software and purchase of the SMA or the date the Authorized Partner’s order is processed by JCI.
 - 1.6. **“Error”** means a malfunction, defect or other substantial non-conformance of the Licensed Software to the applicable Documentation.
 - 1.7. **“Firmware”** means a software program or set of instructions programmed on a hardware device related to the Licensed Software.
 - 1.8. **“Intellectual Property Rights”** means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases, (d) trade secrets, know and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law, regulations or rules in any jurisdiction throughout the world.
 - 1.9. **“Licensed Software”** means the TrueSite brand software used by the applicable End User on behalf of whom Services are provided pursuant to this Agreement, including Documentation and Maintenance Updates provided under this Agreement.
 - 1.10. **“Price List”** means JCI’s then-current list of TrueSite branded products sold by JCI to Authorized Partner and/or End User and the respective prices therefore, as in effect from time to time. JCI may update the Price List from time to time in its discretion.
 - 1.11. **“Maintenance Updates”** means an update of the Licensed Software or the Firmware that may contain, among other things, Error corrections, patches, bug fixes, workarounds (i.e. temporary solutions used to complete a task that would not otherwise be possible due to a problem or limitation in the affected Licensed Software), enhancements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Licensed Software or Firmware, but does not constitute a new Version.
 - 1.12. **“Normal Business Hours”** means Monday through Friday: 8:00 a.m. – 8:00 p.m. EST, except nationally recognized U.S. holidays.
 - 1.13. **“Remote Support”** means the delivery of Services remotely over the internet through the use of Remote Access Software.
 - 1.14. **“Support Inquiry”** means a report of an Error by Authorized Partner to JCI.

- 1.15. “Tech Support Website”** refers to a website that provides JCI’s authorized Authorized Partner with access to MSRPs, Architectural and Engineering (A&E) specifications, Technical Advisory Bulletins (TABs) Technical Drawings, Manuals and Sales Presentations, and information related to known limitations of the Licensed Software.
- 1.16. “Version”** means any version of the Licensed Software or new functionality that JCI may from time to time introduce and market generally as a distinct licensed product (as may be indicated by JCI’s designation of a new version number), and which JCI may make available to Authorized Partner and/or End Users.
2. **DESCRIPTION OF SERVICES.** JCI agrees to provide the technical support and maintenance services described herein (“Services”). Notwithstanding the foregoing, unless otherwise agreed to by JCI, Services will only be provided to an employee of Authorized Partner.
- 2.1. Standard Support Coverage.** JCI shall provide a support telephone line to Authorized Partner during Normal Business Hours.
- 2.2. Resolution of Support Inquiries.** Upon receiving a Support Inquiry from Authorized Partner, JCI shall use good faith, commercially reasonable efforts to diagnose and resolve the Error. Resolution may involve, without limitation: (i) providing information to the Authorized Partner to correct the Error; (ii) elimination of the Error, (iii) demonstrating how to avoid the effects of the Error with reasonable commercial effort, (iv) providing Maintenance Updates, replacement deliveries or any other type of software or documentation corrections or modifications, (v) informing Authorized Partner that the Error could be resolved upgrading the system to a more recent Version, or (vi) notice to the Authorized Partner that the Error has been identified as an issue with a third-party product. Each party acknowledges that despite JCI’s reasonable efforts, not all Errors may be solvable.
- 2.3. Remote Support.** If Authorized Partner grants explicit permission, and if Authorized Partner establishes and maintains the appropriate network configuration, JCI personnel may access the Software remotely to assist in analyzing and resolving any Errors or other technical issues. Authorized Partner acknowledges that provision of Remote Support may require the installation and use of “**Remote Access Software**” which may contain technological measures designed to collect and transmit to JCI’s certain diagnostic, technical, usage and related information, including information about the computer, systems, and network related to or derived from the use of the Licensed Software. Authorized Partner acknowledges and agrees that JCI may collect, maintain, process and use this information in the course of performing Services under this Agreement, provided that JCI shall only access, control and gather such information that it believes is necessary to assist in analyzing or resolving a technical issue.
- 2.4. Maintenance Updates.** From time to time during the Term, JCI may, in its sole discretion, develop Maintenance Updates for the Licensed Software and the Firmware, and shall provide such Updates to Authorized Partner, at no additional charge.
- 2.5. New Versions.** From time to time, JCI may, in its sole discretion, develop new Versions of the Licensed Software, and may offer such Versions to Authorized Partner, with an option to purchase such Versions at an additional cost. Authorized Partner does not have any right under or in connection with this Agreement to receive any new Versions of the Licensed Software that JCI may, in its sole discretion, release from time to time.
- 2.6. Access to the Tech Support Website.** JCI shall maintain the Tech Support Website and shall grant Authorized Partner access to the Tech Support Website and the information contained therein.
- 2.7. Additional Services.** JCI may provide additional Services, as mutually agreed, subject to payment of mutually agreed charges and expenses.
3. **LIMITATIONS ON SCOPE OF SERVICES.**
- 3.1.** JCI has no obligation to support Versions of the Licensed Software other than the most recent Version. Notwithstanding the foregoing, JCI may, at its own option, choose to support older Versions.
- 3.2.** JCI has no obligation to develop custom enhancements, subsequent software components or additional processes for Authorized Partner and/or End User, except as explicitly set forth herein.
- 3.3.** JCI will use good-faith, commercially reasonable efforts to resolve Errors within a commercially reasonable timeframe, but has no obligation to resolve Errors within a specific time duration.
- 3.4.** JCI’s obligation to provide Services is contingent upon proper use of the Licensed Software. JCI shall be under no obligation to provide Services should such services be required due to (a) damage occurring in transit; (b) improper

installation or operation; (c) misuse, abuse or negligent use, repair, alteration or improper storage or any use which does not conform to the specific or general instructions of JCI or of the applicable Documentation; (d) any modification or attempted modification of the Software by Authorized Partner and/or End User, or any third party; (e) causes external to the Software or if the Software has been subjected to an extreme power surge or electromagnetic field; (f) use of the Software with other software or hardware not meeting the specifications in the applicable Documentation; or (g) the failure or refusal to implement software changes or update the Software as recommended by JCI.

- 3.5.** Hardware upgrades, new Versions or changes to the Licensed Software required to comply with agency listing standards not currently in effect as of the date of this Agreement and/or requirements of future operating systems or other conditions are not covered by this Agreement.
- 3.6.** This Agreement does not include any on-site services, such as system acceptance or reacceptance testing that may be required by any authorities having jurisdiction (“AHJ”).
4. **FEES AND PAYMENT.** Authorized Partner shall pay the fees set forth for the Services in the Price List. The fees set forth in the Price List do not include sales, use, excise or similar taxes, and the Authorized Partner shall be responsible for any sales, use, excise or other tax applicable to the Services provided under this Agreement. All amounts to be paid by Authorized Partner shall be paid to JCI within thirty (30) days of the invoice date. Late Payment. If Authorized Partner fails to make any payment when due then, in addition to all other remedies that may be available to JCI: (a) JCI may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (b) Authorized Partner shall reimburse JCI for all reasonable costs incurred by JCI in collecting any late payment of amounts due or related interest, including attorneys’ fees, court costs, and collection agency fees; and (c) if such failure continues for 30 days following written notice thereof, JCI may suspend performance of the Services until all past due amounts, including interest, have been paid, without incurring any obligation or liability to Authorized Partner or any other Person by reason of such suspension.
5. **OWNERSHIP.** End User rights and obligations concerning the use of the Licensed Software (and Maintenance Updates, Versions or other modifications or enhancements, where applicable) shall be as provided under the End-User License Agreement between End User and JCI. JCI shall have sole and exclusive ownership of all right, title, and interest in and to the Licensed Software (including ownership of all copyrights and other intellectual property rights pertaining thereto), subject only to the license expressly granted to End User therein. Authorized Partner and/or End User acknowledges and agrees that it shall not acquire any ownership interest in the Licensed Software under this Agreement.
6. **LIMITED WARRANTY.** JCI’s warranties regarding the Licensed Software are as set forth in any written warranty statement included in the applicable Documentation or EULA, as appropriate (the “Software Specific Warranty”), or, if no such Software Specific Warranty accompanies the Licensed Software, then the applicable warranty shall be as otherwise set forth in the Terms and Conditions of Sale. JCI shall perform the services and maintenance hereunder in a workmanlike manner in accordance with reasonable industry standards. JCI’s entire liability and Authorized Partner and/or End User’s exclusive remedy under this limited warranty is, at JCI’s option, either (a) return of the Fees paid by Authorized Partner with respect to the annual support period during which such Services were performed; or (b) re-performance of such Services in a manner that conforms with the foregoing limited warranty. JCI shall not be responsible for system design errors or inaccurate or incomplete information supplied by Authorized Partner or its End Users, or for the establishment, operation, maintenance, access, security and other aspects of Authorized Partner’s or its End Users’ computer network, as well as network performance and compatibility issues. Notwithstanding the foregoing, JCI makes no warranty with respect to any software or products manufactured by third parties. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS & CONDITIONS OR THE APPLICABLE EULA, JCI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY WITH RESPECT TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, DESIGN, CONDITION, DURABILITY, PERFORMANCE, QUALITY, CAPACITY OR TECHNICAL COMPATIBILITY OF THE SOFTWARE SERVICES OR FITNESS OF THE SOFTWARE SERVICES FOR A PARTICULAR PURPOSE. ALL OTHER GUARANTEES, WARRANTIES, CONDITIONS AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, ARE EXCLUDED. JCI MAKES NO WARRANTY THAT ANY PORTION OF THE SOFTWARE (INCLUDING WITHOUT LIMITATION FIRMWARE) WILL OPERATE UNINTERRUPTED, BE FREE OF ALL ERRORS AND MALICIOUS CODE, BE SECURE FROM MALICIOUS ACTIVITY, OR THAT DEFECTS IN ANY SUCH SOFTWARE WILL BE CORRECTED. JCI SHALL NOT BE RESPONSIBLE FOR PROBLEMS CAUSED BY CHANGES IN THE OPERATING CHARACTERISTICS OF THE DEVICE(S) UPON WHICH ANY SOFTWARE (INCLUDING WITHOUT LIMITATION FIRMWARE) IS OPERATING, OR FOR PROBLEMS IN THE INTERACTION OF ANY SUCH SOFTWARE WITH NON-JCI SOFTWARE OR HARDWARE PRODUCTS.
7. **Partner Responsibilities** Access to software updates (other than bug fixes and as otherwise permitted by this agreement) is permitted only to product-certified technicians working for an Authorized Partner who has been properly trained on JCI Fire Detection related topics, as defined in our Authorized Partner Programs. Authorized Partner is also responsible for renewing this Agreement yearly (or at the end of a multi-year agreement’s term). Notification to End Users regarding

renewal should start at least 60 days prior to the Agreement's lapse and Authorized Partner is responsible for contacting JCI with payment prior to the expiration date of the Agreement with JCI.

8. **LIMITATION OF LIABILITY.** IN NO EVENT WILL JCI OR ANY OF ITS AFFILIATES BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, LOST DATA, LOSS OF REVENUE OR ANTICIPATED PROFITS AND OTHER LOSSES AND OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS, AND COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL JCI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID OR PAYABLE TO JCI PURSUANT TO THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. AUTHORIZED PARTNER AND/OR END USER ACKNOWLEDGES THAT THE PRICING OF THE SOFTWARE SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT THE COMPANY'S LIABILITY AS PROVIDED HEREIN. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
9. **TERM AND TERMINATION.**
 - 9.1. **Term and Renewal.** The term of this Agreement shall commence on the Effective Date and shall continue thereafter for a period of one (1) year, unless earlier terminated as provided hereunder (the "Initial Term"). Upon expiration, Authorized Partner and/or End User may renew this Agreement for additional successive 12 month terms (each a "Renewal Term" and together with the Initial Term, the "Term"). Authorized Partner and/or End User is responsible for renewing this Agreement annually or at the end of a multi-year Initial Term by providing notice to JCI of its intent to renew and payment for such Renewal Term. Failure by Authorized Partner and/or End User to timely renew this Agreement may result in late fees.
 - 9.2. **Early Termination.** Notwithstanding the foregoing, this Agreement may be terminated:
 - a) by JCI, effective immediately, for failure of Authorized Partner and/or End User to pay any amount when due hereunder, for abusive or fraudulent use of Services; for breach of license or of proprietary rights; or if Authorized Partner and/or End User is acquired by, merged into, or consolidated with another corporation or organization or sells, transfers, or leases all or a substantial portion of its assets or stock (including any software) to another corporation or other organization which is a direct competitor of the Company;
 - b) by either Party (the "notifying party") upon written notice to the other Party (the "notified party") if the notified party (a) breaches a material obligation under this Agreement and such breach continues uncorrected for a period of thirty (30) days after notice in writing thereof to the notified party;
 - c) automatically, effective immediately, if Authorized Partner and/or End User ceases to be authorized by JCI to market, sell, license, or distribute the Licensed Software;
 - d) by either Party, effective immediately, if the other Party files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property; or
 - e) at any time upon mutual written agreement of the parties.
 - 9.3. **Effect of Early Termination.** Upon termination or expiration of this Agreement Authorized Partner and/or End User shall pay any and all sums then owing to JCI hereunder within ten (10) business days from the effective date of termination. Upon termination of this Agreement, Authorized Partner and/or End User shall not be entitled to any refund of any payments made by Authorized Partner and/or End User unless explicitly provided for herein. A reinstatement fee may be required to re-activate an Agreement that has lapsed or had an interruption in the Term of the Agreement.
10. **FORCE MAJEURE.** JCI shall not be liable for any failures or delays caused by strikes, differences with workers, or any causes beyond the reasonable control of JCI, including but not limited to fires, floods, accidents, action of any governmental authority, war, insurrection or riots, or shortages of labor, energy, raw materials, production facilities, or transportation, cyber-attacks, viruses, ransomware, failures or interruptions to network systems or data breaches. Where delays or failures

are caused by labor difficulties, JCI shall not be obligated to seek or obtain any settlement that, in JCI's sole judgment, is not in JCI's best interest.

11. **MISCELLANEOUS.** Any information provided by the parties to each other in connection with this Agreement will be subject to the confidentiality provisions in the Authorized Partner Agreement. Authorized Partner and/or End User shall be and act as an independent contractor hereunder, not an agent, partner or joint venturer of JCI. If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and shall not affect the validity and enforceability of the remaining provisions. This Agreement is governed by the laws of the State of New York, without regards to its conflicts of law principles. The parties hereby irrevocably agree that they submit themselves to the personal jurisdiction of the state and federal courts of New York for purposes of resolving any and all disputes arising under or related to these terms and conditions. The parties specifically exclude the application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Authorized Partner and/or End User shall not assign, subcontract, subdivide or otherwise transfer this Agreement without the prior written consent of JCI, which consent may be withheld for any reason whatsoever. Neither party to this Agreement shall be liable to the other for any delay or failure by such party to perform its obligations (excluding obligations to pay money) under this Agreement if such delay or failure arises from any cause or causes beyond the reasonable control of such party, including, without limitation, labor disputes, strikes, acts of God, floods, lightning, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of the public enemy, riots, insurrections, embargoes, blockades or regulations or orders of governmental authorities.