

Supplemental Terms

Additional terms apply for certain services and equipment we provide and form a part of the Standard Service Terms.

Additional Terms for Installation

- 1. Payment Terms.** If installation work is included as part of this Agreement and not covered by a separate agreement, you agree to pay the fees outlined in our proposal, with monthly progress billing according to the schedule of values (“SOV”) provided. If the SOV includes a deposit, it must be paid within 30 days of signing this Agreement and we will not start work until the deposit is received. The remaining amounts will be progress billed throughout the project. Progress billing can include payments for materials, goods, equipment (ordered, delivered or stored) and for any onsite or offsite work such as predesign, engineering or installation. All invoices will be delivered by email and payments are due 30 days from the invoice date via EFT/ACH. Payment is required before we will activate the system and provide any other services under this Agreement.
- 2. Warranty.** We warrant any equipment (other than security equipment) manufactured by us to be free from defects in material and workmanship and that any services will be performed in a good and workmanlike manner for 18 months after shipment or 12 months from the date installation is completed, whichever comes first. We warrant security equipment such as intrusion, access and video equipment to be free from defects in material and workmanship and that any services will be performed in a good and workmanlike manner for a period of 90 days from the date installation is completed. Our sole liability and your sole remedy is to have defective services re-performed or equipment repaired or replaced at our election. Any software sold or that is part of the equipment sold will reasonably meet its published specifications at the time of delivery and for 90 days after that. Our only responsibility is to provide published updates during this warranty period. **THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 3. Changes.** Changes to the scope of work or schedule must be approved by us in writing. Any cost adjustments will be agreed to in writing before work begins. If no agreement is reached beforehand and we proceed, our estimate will be considered accepted. You will pay for any extra work needed due to incomplete or inaccurate information you provide to us.
- 4. Schedule.** We will set a completion schedule but are not responsible for delays in installation of the equipment or any consequences from the delays. If you want to change the schedule or if there are delays caused by you, others under your control or a Force Majeure event, we can issue a change order to adjust compensation and the schedule.
- 5. Site Conditions.** We are not responsible for damages due to inaccuracies in your provided plans, other information you provide, or any unforeseen site conditions and can also adjust our price and schedule due to these factors. You are responsible for restoring or repairing the facility after our installation is complete, including patching or painting, and for code compliance of the facility.
- 6. Permits.** We will obtain temporary licenses and permits for our work at your expense. You are responsible for all other licenses and permits.
- 7. Delivery.** Pricing and delivery are F.O.B. first destination, with freight covered by us unless otherwise agreed in writing. If equipment is damaged in transit, we will act as your agent and handle claims with the freight company provided you inform us in writing of any damage within 24 hours of delivery. Deliveries may be made and invoiced in installments. You must report any delivery issues or shortages in writing to us within 10 days after receiving shipment. Failure to report within this time period means you accept the delivery and waive all claims. All delivery dates are approximate.
- 8. Project Claims.** Any claims against us must be submitted in writing within 10 days of an issue arising, detailing the basis of the claim, or they are waived.

Supplemental Terms

9. **JCI-Owned Equipment.** If we own the equipment, we can remove or abandon it after notifying you when the services end and we are not required to repair or redecorate the premises. This does not waive our right to collect any amounts owed to us.
10. **No Returns.** We do not accept returns of equipment.
11. **The following applies only to fire systems sold and installed in New York, New York, USA.**
 - a. **Your Design** - We will hire a NYS licensed design professional (“LDP”) to review your design for required NYC permit applications and to help submit it to the FDNY and NYC Building Departments for approval. Any required changes (such as labor, overtime and fire watch) are at your own expense. We are not liable for delays.
 - b. **Drawings Provided Your Own NYS LDP** - Our price is based on our initial estimate using your drawings and information. We will submit your drawings for approval to the FDNY and NYC Building Departments, and any required changes are at your own expense. We are not liable for delays.
 - c. **No Designs/Drawings Provided by You** – Our price is based on our estimate. We will submit it for approval to the FDNY and NYC Building Departments, and any required changes are at your expense. We are not liable for delays.

Additional Terms for Test & Inspection Services

1. **Your Responsibilities.** We assume your existing equipment works. If repairs are needed before we service the equipment, we will ask for your written approval before proceeding, and you will pay our then current rates or as we otherwise agree. If you refuse recommended repairs, we are not responsible for any issues that arise.
2. **Code Compliance.** We do not inspect for compliance with Laws unless we have a written agreement to do so. Local authorities may have additional requirements and any extra services or equipment needed will be at your cost.
3. **Out of Scope Services.** Unless included in our proposal, our testing and inspection does not include maintenance, repairs, part replacements, adjustments, or fixing deficiencies. We are not liable for equipment failures during inspections due to age, obsolescence, or normal wear and tear. We will not service equipment that is underground, behind walls, outside or involve electrical wiring and piping unless we agree to do so in writing.
4. **Reports.** We will provide you with a copy of the reports on your Covered Equipment and may share a copy with local authorities. These reports highlight visible defects to help you reduce property loss, but they do not guarantee that no issues will occur. You are responsible for the equipment’s condition and operation.

Additional Terms for Repair Labor

We provide maintenance service for the Covered Equipment, following our standard practices. During the Term, the Covered Equipment may stop working for a variety of reasons. If Repair Services are not included in our proposal and you want us to attempt to repair the Covered Equipment, you may request a quote to repair the Covered Equipment (“Repair Services”). Repair Services may not be available, depending on the age of the Covered Equipment, availability of spare parts or other reasons. If we are unable to repair the Covered Equipment, we may suggest replacing it, and will provide you a separate proposal upon request. Non-sustainable parts like cabinets, insulation and wiring are not covered by Repair Services.

Additional Terms for Connected Equipment Services

1. **“Connected Equipment Services”** is a software platform that uses a network connection that can provide digitally enabled services to monitor your equipment’s performance and help troubleshoot or provide you with advice about

Supplemental Terms

its health, performance, or potential malfunctions.

2. For some of our equipment, these services are automatically turned on unless you ask us in writing to turn them off or we decide to stop them. We will provide a device which belongs to us that we can take back without notice, or you will provide a network connection. If you do not provide a remote connection and we need to send a technician, you will pay for the visit at our then current rates. **These services do not prevent all potential malfunctions, insure against all loss, or guarantee performance. They do not include fire alarm, security alarm or video monitoring services described in the next section.**

Additional Terms for Remote Monitoring Services and Remote Operating Services

1. **Contacts.** If you purchase Remote Monitoring Services or Remote Operating Services, you need to provide us with a list of contacts who can make decisions about alarm signals and other notifications we receive. You are solely responsible for ensuring this list is updated.
2. **Fire Alarm, Security Alarm and Video Monitoring.**
 - a. **Alarm Signals.** We will monitor alarm signals (“**Remote Monitoring Services**”) such as fire and security alarms from your Covered Equipment at our central monitoring facility (“**CMC**”). If we receive an emergency alarm signal, we will attempt to notify emergency personnel such as the police or fire department and your first available contacts, as determined by us and based on our standard operating procedures. Alarm signals may need to be confirmed by video, guard response or other means before emergency personnel such as the police will respond. These services can be purchased separately. For signals that are not an emergency, we will attempt to contact you or the first available person on your contact list and may notify you or your contacts by email or text. We may change how we respond to alarms due to changes in Laws or insurance requirements without notifying you.
 - b. **Recordings.** You agree that we can record phone calls between you, your site or your contacts and us confirmed that you have obtained all necessary consents. We are not responsible for maintaining these recordings, their quality, publication or failure to record by our CMC.
 - c. **False/Unnecessary Alarms; Service Calls.** You must keep your system in good working order, test it monthly and tell us immediately of any issues. You will pay all fines and costs associated with any false alarms including any costs assessed by emergency personnel that respond to a signal. We may charge extra for false alarms, an excessive number of alarms or unnecessary service calls that you cause. If we continue to receive false or an excessive number of alarms, we can terminate this Agreement, these services or take other actions.
 - d. **Remote Video Monitoring.**
 - i. **Your Equipment.** You must obtain and pay for the equipment needed to connect to our CMC as well as any required permissions, permits, or licenses. Any service, repair or maintenance of the equipment must be purchased separately.
 - ii. **System Location.** You are responsible for the location and positioning of cameras and to provide adequate lighting for camera viewing.
 - iii. **Images.** You will comply with all relevant Laws and are responsible for any images produced or captured. You will get permission from anyone on the video to have his or her image captured, transmitted or used. You will indemnify, defend and hold us harmless from any third party claims, costs or damages for any issues or claims related to these images.
 - iv. **Video System Signals.** When your video system sends a signal, we may confirm that an emergency exists using methods such as two-way voice activation or guard services before contacting emergency personnel.

Supplemental Terms

If we believe, in our sole discretion, that an emergency or an alarm condition exists, we will attempt to contact emergency personnel or your first available contact, as we determine. If we believe that there is no emergency, we will not notify emergency personnel. For non-emergency conditions, we will attempt to contact you or the first available person on your contact list and may notify you or your contacts by email or text. WE WILL NOT ARREST OR DETAIN ANY PERSON unless we agree to do so in writing.

- e. **Recordings.** We are not responsible for the video system, any problems or failures with it or the images captured or transmitted. We do not guarantee how long we keep the images or their quality.
 - f. **Remote Operating Services.** Certain types of building automation, HVAC, fire and security equipment can be operated, modified or adjusted by us remotely. (“Remote Operating Services”).
3. **Signal Reception.** We monitor your signals over telephone lines and/or the Internet. We need working signals to receive alarm signals, voice data or images, and to operate your equipment remotely. These communication methods can be interrupted or compromised and result in no signals being sent to or received at our CMC. This can happen for reasons such as network issues, power loss, or equipment failure. We check if your alarm system works with your phone/Internet service at the time of installation, but later changes can affect signals. You can purchase services to notify you when there is no signal transmission over telephone lines. Other connections may interfere with signal transmission. We recommend you have a backup communication method with our CMC. If your communication method with our CMC becomes incompatible, you must switch to a different communication method at your own cost. We will not monitor fire or smoke alarms unless you use an approved telecom service and you must ensure it meets national fire alarm standards and local fire codes. You are solely responsible to set up and maintain access if you use a telephone, wireless or other service provider that we do not approve.
4. **RISK OF LOSS. WE DO NOT GUARANTEE OR WARRANT THAT THE REMOTE MONITORING SERVICES WILL WORK AS INTENDED, BE UNINTERRUPTED OR ERROR FREE OR WILL PREVENT, DETECT OR RECORD A DETECTION EVENT (AS DEFINED BELOW). THE RISK FOR DAMAGE, LOSS OR INJURY AT YOUR SITE BEING MONITORED AND THE CONTENTS BELONGS TO YOU.**
5. **Telecom.** You are responsible for all charges and our costs to modify or reprogram your systems or services (e.g., new area codes, obsolete equipment, new Laws) to continue to or provide Remote Monitoring Services or Remote Operating Services due to changes made by telecom providers, the authorities or the government.
6. **Personal Information; Consent to Call, Text or Email.** You confirm that you have permission to share personal information with us including your contact list. You allow us to collect, use, share, and transfer this information to manage your services and relationship. This includes communicating with your contacts by phone, email, text, SMS, or automated messages for appointments or offers. You agree we can share this information with our related companies and partners, both within and outside your country, and that it will be subject to the Laws of those countries.
7. **Waiver of Warranty; Exculpatory Clause.** You understand that:
- a. Our service is meant to help reduce risk from Detection Events but will not eliminate it.
 - b. We are not an insurer. You will purchase your own insurance for injuries, death and property damage. This risk remains with you.
 - c. The amount you pay us is for the cost of the monitoring services and is not based on the value of your property.
 - d. We are not responsible for losses due to system malfunctions or failures, even if we are negligent or fail to perform.

Supplemental Terms

8. **Indemnification.** If anyone, including your insurer, makes a claim or files a lawsuit against us or our suppliers relating to the services, system or equipment or any of their failures, you will indemnify and hold us and our suppliers harmless from such claims including any damages, costs, expenses and legal fees. You will also add us to your general liability insurance policy as an additional insured.
9. **Limitation of Liability.** YOU WILL RELY ON YOUR OWN INSURANCE FOR ANY LOSS, DAMAGE, OR INJURY RELATED TO EVENTS THE EQUIPMENT OR SERVICES ARE MEANT TO DETECT OR AVERT SUCH AS A FIRE, BURGLARY OR OTHER TYPE OF EVENT ("DETECTION EVENTS"). WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE, OR INJURY DUE TO DETECTION EVENTS. YOU WAIVE THE RIGHT TO RECOVER FROM US FOR DETECTION EVENTS INCLUDING THROUGH ANOTHER PARTY SUCH AS YOUR INSURER. IF WE ARE OTHERWISE FOUND RESPONSIBLE DUE TO OUR ACTS OR OMISSIONS OR A FAILURE OF THE EQUIPMENT OR SERVICES IN ANY RESPECT, OUR LIABILITY IS LIMITED TO THE LESSER OF THE ANNUAL SERVICE CHARGE FOR THE MONITORING SERVICES OR \$2500 AS THE ONLY REMEDY. THIS APPLIES REGARDLESS OF THE CAUSE OR LEGAL THEORY.
10. **Cancellation.** We can terminate Remote Monitoring Services and Remote Operating Services immediately if our CMC or systems are substantially damaged or if we cannot connect or transmit alarms between your site, our CMC and/or emergency personnel.

Exclusions from Warranty

Warranty service does not cover: (i) painting or refinishing equipment; (ii) power fluctuations or failures or telecommunications/internet outages; (iii) testing, inspecting or repairing duct detectors, beam detectors, and UV/IR equipment; (iv) repairing or replacing ductwork, control panels and variable speed drives with obsolete parts, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, refrigerant, vessels, gaskets, piping, wires in conduit or buried cables not usually replaced or maintained regularly; (v) removing oil from pneumatic piping or draining improperly pitched piping; (vi) fire watch, clearing ice blockages, or recharging suppression systems; or (vii) devices designed to fail to protect your equipment such as fuses.

Security License Information (US)

AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501) 618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or our local office.