



## **RIDER FOR ILLUSTRATE PRO THERMAL EST CAMERA ELEVATED SKIN TEMPERATURE SCREENING SOLUTION (UNITED STATES)**

**THIS RIDER FOR ILLUSTRATE PRO THERMAL EST CAMERA ELEVATED SKIN TEMPERATURE SCREENING SOLUTION** (the “Rider”) is entered into as of September 22, 2021 (“Effective Date”) by and between **SENSORMATIC ELECTRONICS, LLC** (hereinafter “Johnson Controls”) and [insert name and contact information for Customer Representative] (hereinafter, “Customer”) and is to be incorporated by reference into and made part of the Terms and Conditions of Sale available at <https://www.johnsoncontrols.com/buildings/legal/terms-and-conditions-of-sale> governing sales made by Johnson Controls to Customer with respect to Customer’s purchase of video products from Johnson Controls (the “Agreement”).

1. **Scope.** This Rider modifies the Agreement with respect to Customer’s purchase of the Illustrate Pro Thermal EST Camera Elevated Skin Temperature Screening Solution and associated hardware and/or software (the “Telethermographic System”). If a conflict exists between the terms of the Agreement and this Rider, then the terms of this Rider will prevail with regards to the Telethermographic System.
2. **Resale and Installation.** Customer shall only resell the Thermographic System in such territory in the United States as has been allocated under the Agreement to Customer, and not in any other country or territory. As between Johnson Controls and Customer, Customer shall be responsible for the installation, configuration and testing of the Telethermographic System in accordance with the installation guide and other product documentation and local legal requirements. Customer or its end user is responsible for obtaining and posting signage on its premises notifying visitors that the Telethermographic System is in use, and for complying with applicable privacy and other laws.
3. **Use, Regulatory, and Compliance with Law.**

### **Important information about the Telethermographic System (the “Device”)**

- a. As of the date of this Rider, the Device is not cleared or approved by the U.S. Food and Drug Administration (the “FDA”) for use as a medical device and is being provided under FDA guidance issued on April 16, 2020 (<https://www.fda.gov/media/137079/download>) (the “Guidance”), which is intended to remain in effect only for the duration of the public health emergency related to COVID-19 declared by the U.S. Department of Health and Human Services.
- b. Johnson Controls does not and cannot guarantee that the Device will be granted FDA clearance.
- c. The Device is intended to be used only:
  - i. for triage purposes to perform initial skin temperature measurement;
  - ii. where an elevated skin temperature measurement is confirmed in the context of use with secondary evaluation methods (e.g., non-contact infrared thermometer (NCIT) or clinical grade contact thermometer); and
  - iii. where such devices do not create an undue risk in light of the public health emergency.
- d. FDA Guidance:
  - i. the Device should not be solely or primarily relied upon to diagnose or exclude a diagnosis of COVID-19, or any other disease;
  - ii. public health officials, through their experience with the Device in the particular environment of use, should determine the significance of any fever or elevated temperature based on the skin telethermographic temperature measurement;



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- iii. the system and technology should be used to measure only one subject's temperature at a time; and
- iv. visible thermal patterns are only intended for locating the points from which to extract the thermal measurement.
  - e. Important information describing the Device performance specifications, use and calibration instructions, blackbody reference source and configuration requirements, environmental conditions, imaging distance, and system set up and installation factors is contained in the Device's User Manual.
  - f. Certain functions of the Telethermographic System may require compliance by Customer or the end user with local, state, national and international laws and regulations. Customer or the end user is solely responsible for compliance with all applicable laws and regulations relating to Customer's or end user's use of the Telethermographic System and those functions, including but not limited to those laws and regulations pertaining to personal data protection, privacy and security, any laws relating to the collection or processing of biometric or health information, or any laws requiring notice or consent of persons with respect to Customer's or the end user's collection or processing of biometric or health information.

**4. WARRANTY DISCLAIMER. EXCEPT FOR ANY WRITTEN WARRANTY ACCOMPANYING THE TELETHERMOGRAPHIC SYSTEM, JOHNSON CONTROLS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, JOHNSON CONTROLS MAKES NO WARRANTY THAT THE TELETHERMOGRAPHIC SYSTEM WILL OPERATE WITHOUT INTERRUPTION OR ERROR FREE, OR THAT MESSAGES, ALERTS OR TEXTS SENT BY THE TELETHERMOGRAPHIC SYSTEM WILL BE TIMELY OR SUCCESSFULLY SENT, DELIVERED OR RECEIVED. NO CLAIMS, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE MADE BY JOHNSON CONTROLS AS TO THE SAFETY, RELIABILITY, DURABILITY AND PERFORMANCE OF THE TELETHERMOGRAPHIC SYSTEM. FURTHERMORE, JOHNSON CONTROLS ACCEPTS NO LIABILITY WHATSOEVER ARISING OUT OF THE APPLICATION OR USE OF THE TELETHERMOGRAPHIC SYSTEM, NOR DOES JOHNSON CONTROLS ASSUME ANY LIABILITY FOR THE SAFETY, RELIABILITY, DURABILITY AND PERFORMANCE OF THE TELETHERMOGRAPHIC SYSTEM. ANY PERFORMANCE SPECIFICATIONS ARE NOT VERIFIED.**

**5. LIMITATION OF DAMAGES. THE TELETHERMOGRAPHIC SYSTEM DOES NOT CAUSE AND CANNOT ELIMINATE OR PREVENT OCCURRENCES OF THE EVENTS THAT IT IS INTENDED TO DETECT OR AVERT. ALL LIABILITY RESULTING FROM SUCH EVENTS REMAINS WITH CUSTOMER. CUSTOMER AGREES TO LOOK SOLELY TO CUSTOMER'S INSURER TO RECOVER FOR ANY CLAIMS ARISING OUT OF THE USE OF THE SYSTEM AND RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST JOHNSON CONTROLS, INCLUDING BY WAY OF SUBROGATION. IN NO EVENT WILL JOHNSON CONTROLS BE LIABLE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR (I) PERSONAL INJURY OR ILLNESS, DEATH OR PROPERTY DAMAGES OR (II) LOST PROFITS, LOSS OF USE, DIMINUTION OF VALUE, LOST DATA, OR ANY OTHER INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THE TELETHERMOGRAPHIC SYSTEM. NOTWITHSTANDING THE FOREGOING, IF JOHNSON CONTROLS IS FOUND LIABLE UNDER ANY LEGAL THEORY, JOHNSON CONTROLS' TOTAL LIABILITY WILL BE LIMITED TO THE SUM EQUAL TO THE INSTALLATION CHARGE PAID BY CUSTOMER TO WHICH SUCH CLAIM IS MADE, AS THE**



**RIDER FOR ILLUSTRATION PRO THERMAL EST CAMERA ELEVATED SKIN TEMPERATURE SCREENING SOLUTION (UNITED STATES)**

**AGREED UPON DAMAGES AND NOT AS A PENALTY, AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. CUSTOMER WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS JOHNSON CONTROLS AGAINST ANY CLAIMS AND LAWSUITS MADE OR FILED BY ANY PERSON, INCLUDING CUSTOMER'S INSURER, THAT IS RELATED IN ANY WAY TO THE TELETHERMOGRAPHIC SYSTEM, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEYS' FEES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST JOHNSON CONTROLS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION.**

**SENSORMATIC ELECTONICS, LLC**

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER:** [insert name and contact information for Customer Representative]

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_