

Additional Terms to JCI's Supplier Efficiency Program

These additional terms (Additional Terms) to JCI's Supplier Efficiency Program (Program) between _____ (Supplier) and Johnson Controls Inc. (JCI) supplement the terms of the Program. Supplier and JCI are collaborating on the Program that includes a Supplier Efficiency Workshop (Workshop) at the location selected by JCI. In consideration of participation in the Program, Supplier hereby accepts and agrees to the terms of the Program and these Additional Terms.

1. Scope of Supplier Efficiency Program and Workshop

The following are elements of the Program and the Workshop:

- A one day, on-site Workshop for selected supplier staff which provides training on the identification of no-cost and/or low-cost Facility Improvement Measures ("FIMs") in the areas of:
 - Employee Awareness and Engagement;
 - Equipment Scheduling;
 - Energy Management;
 - Lighting;
 - Heating, Ventilation, and Air Conditioning (HVAC); and
 - Compressed Air.
- Training materials, provided by JCI, including presentation slides, check lists, templates, survey forms and other relevant content;
- JCI lead interactive brainstorming session during the Workshop to identify no-cost and/or low-cost FIMs specific to the facility;
- A walk-through of the facility with JCI personnel and supplier staff to identify and validate no-cost and/or low-cost FIMs; and
- A debriefing of the facility walk-through by JCI personnel and/or supplier staff to plant staff and leadership, including the list of identified FIMs and recommended next steps to conclude the Workshop.

As part of the Program and the Workshop, Supplier agrees to and will undertake the following:

- Provide basic facility information, including square footage, floor plan, hours of operation, occupancy, etc.;
- Furnish at least one year of monthly facility utility expense information (for a baseline);
- Identify the team members participating in the Workshop;
- Actively participate in the Workshop (one day commitment), including escorting Johnson Controls staff during the facility walk-through;
- Implement at least two facility improvement measures (FIMs) out of the identified List of FIMs within six months of date of the Workshop provided the FIMs have a simple payback of less than two years; and
- Inform Johnson Controls about the specific FIMs that were implemented within six months of date of the Workshop.

2. Fee

There is no fee or charge associated with the Program.

3. Confidentiality

In addition to the obligations of confidentiality under JCI Purchase Order (PO) Terms, Supplier understands and agrees that the information JCI provides pursuant to the Program and the Workshop (Program Information) is JCI's confidential information, is proprietary to and is owned by JCI. Supplier is not authorized and will not disclose Program Information to any third party nor any of Supplier's employee who does not have a need to know without prior written consent of JCI. Supplier will not use any of the Program Information in any manner except as intended by JCI pursuant to the Program.

4. Governing Law

The Program and these Additional Terms are governed by the laws of the State of Wisconsin and the United States of America. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, and any conflict-of-laws provisions that would require application of another choice of law, are excluded. Any action arising under the Program or these Additional Terms shall be brought before the U.S. District Court for the Eastern District of Wisconsin, and it will have exclusive jurisdiction for any such action.

5. Indemnity

To the extent permitted by law, JCI and the Supplier agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or agents or any negligent act or omission by their employees or agents in administration of the Program and the Workshop. Neither JCI nor the Supplier will be responsible to the other for any special, indirect, or consequential damages.

6. Miscellaneous Provisions

This Agreement can only be assigned by the Supplier with prior written consent of JCI. These Additional Terms incorporate herein the terms and conditions referenced in JCI's Purchase Order (PO) Terms by this reference and, in combination with such, constitute the entire agreement between Supplier and JCI with respect to the Program and the Workshop and supersede any prior oral understandings, written agreements, proposals, or other communications between JCI and the Supplier. These Additional Terms may only be modified by a written amendment executed by parties' authorized representatives. \

Acknowledged and agreed to by Supplier:

By _____ Name _____
Title _____ Date _____