



**RIDER FOR SUBSCRIPTION SERVICES FOR EAGLE EYE 911 CAMERA SHARING**  
**(For use only in the United States)**

1. **Scope.** These terms apply to the subscription service for Eagle Eye 911 Camera Sharing, allowing for pre-selected security cameras to share transmission with emergency telecommunicators to allow for information to be passed to first responders (the "911 Camera Sharing System" or "Service").
2. **Subscription Agreement.** Customer shall subscribe for a period of five (5) years (the "Subscription Term") to the software used to operate the 911 Camera Sharing System (the "Software"). During the Subscription Term, Customer will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the 911 Camera Sharing System hosted by Johnson Controls or its service provider and made available to Customer over a network subject to the terms of the Agreement and this Rider.
3. **Subscriber Fees and Payment.**  
Johnson Controls shall sell the Services to Customer on a subscription basis ("Subscription Fee") as set out in the Agreement. After one year from the Effective Date, Johnson Controls may increase the Subscription Fee.
4. **Customer/Locally Monitored System.** Customer agrees that Johnson Controls does not and will not monitor, receive, collect, use, disclose, or respond to any signals or data from the 911 Camera Sharing System.
5. **Compliance with Law.** Certain functions of the Services may require compliance by Customer with local, state or federal laws. Customer is solely responsible for compliance with all applicable laws, rules and regulations relating to Customer's use of the Services and its functions including but not limited to those laws and regulations pertaining to personal data protection, privacy and security, or any laws requiring notice or consent of persons with respect to Customer's use of the Services.
6. **WARRANTY DISCLAIMER.** 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 911 CAMERA SHARING SYSTEM WILL OPERATE WITHOUT INTERRUPTION OR ERROR FREE, OR THAT IMAGES OR DATA SENT BY THE 911 CAMERA SHARING SYSTEM WILL BE TIMELY OR SUCCESSFULLY SENT, DELIVERED OR RECEIVED. CUSTOMER FURTHER UNDERSTANDS AND ACCEPTS THAT THE 911 CAMERA SHARING SYSTEM DOES NOT GUARANTEE A RESPONSE FROM FIRST RESPONDERS AND OPERATES UNDER LIMITED CIRCUMSTANCES WHEN A PERSON IS ONLINE WITH 911 AND IN THE VICINITY OF A PARTICIPATING CAMERA.
8. **LIMITATION OF DAMAGES AND LIABILITY.** THE 911 CAMERA SHARING SYSTEM DOES NOT CAUSE AND CANNOT ELIMINATE OR PREVENT OCCURRENCES OF THE EVENTS THAT IT IS INTENDED TO DETECT, BROADCAST OR TRANSMIT. ALL LIABILITY RESULTING FROM SUCH EVENTS REMAINS WITH CUSTOMER. CUSTOMER AGREES TO LOOK SOLELY TO CUSTOMER'S INSURER TO RECOVER FOR INJURIES, LOSS OR DAMAGE 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, 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 911 CAMERA SHARING SYSTEM. NOTWITHSTANDING THE FOREGOING, IF JOHNSON CONTROLS IS FOUND LIABLE UNDER ANY LEGAL THEORY, JOHNSON CONTROLS' TOTAL LIABILITY IN THE AGGREGATE WILL BE LIMITED TO THE SUM EQUAL TO THE AMOUNTS PAID BY CUSTOMER TO JOHNSON CONTROLS FOR THE 911 CAMERA SHARING SYSTEM IN PAST 12 MONTHS WHICH SUCH CLAIM IS MADE, AS THE 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, WHICH IS RELATED IN ANY WAY TO THE 911 CAMERA SHARING SYSTEM, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEYS' FEES. NO LITIGATION, LAWSUIT OR ACTION SHALL BE BROUGHT AGAINST JOHNSON CONTROLS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION.
9. **Termination.** Johnson Controls or Eagle Eye Networks may terminate the 911 Camera Sharing System at any time for any reason in their respective sole discretion including, but not limited to, if either Johnson Controls or Eagle Eye Networks discontinue offering the Service or the cameras in use by Customer are no longer compatible with the 911 Camera Sharing System.
10. **Severability.** If any provision of this Rider, or any part of a provision, is determined to be invalid or unenforceable in whole or in part, such provision (or part thereof) shall be severed, and the remaining provisions shall continue in full force and effect.