

RIDER FOR GUARDRFID – US AND CANADA (EXCEPT QUEBEC)

1. **Scope.** These terms apply to the GuardRFID related products and services (the “GuardRFID”) to the Customer. If a conflict exists between the terms of the Agreement and this Rider, the terms of this Rider will prevail for GuardRFID.
2. **Maintenance and Software Support Fees.** During the first twelve (12) months and unless otherwise set out in the Agreement, Johnson Controls shall sell GuardRFID and associated maintenance and/or software support to Customer at the Fees set forth in the Agreement. After twelve (12) months, Johnson Controls may increase the Fees at any time upon notice to the Customer.
3. **Software.** Software provided is sublicensed to Customer on a non-exclusive basis and subject to End User Agreement at <https://www.guardrfid.com/end-user-license-agreement/>.
4. **Customer Responsibilities.** Customer is responsible for: (a) any changes to the operation environment for GuardRFID and ensuring any products such as RFID tags, receivers, excitors, real-time locating systems (RTLS), networking equipment, and other devices used by GuardRFID (each, a “GuardRFID Device”) have unobstructed and adequate reception within covered areas on the Customer’s premises; (b) Customer’s use, operating and/or configuring of GuardRFID and/or any data received, recorded, analyzed, generated, or transmitted; (c) complying with all applicable laws related to Customer’s use and operation of GuardRFID such as notifying employees and any other persons of the use of the GuardRFID on the premises; (d) providing compatible wired, wireless and/or Internet connectivity, emergency or alternate power supply and/or a backup battery, computers, servers, databases or other interface devices to enable Customer’s use of the GuardRFID; and (e) user’s access to and use of the GuardRFID.
5. **Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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 AND ITS SUPPLIERS DO NOT WARRANT THAT GUARDRFID WILL OPERATE WITHOUT INTERRUPTION OR ERROR FREE, OR THAT MESSAGES, ALERTS OR TEXTS SENT BY GUARDRFID WILL BE TIMELY OR SUCCESSFULLY SENT, DELIVERED OR RECEIVED. JOHNSON CONTROLS AND ITS SUPPLIERS SHALL HAVE NO LIABILITY WHATSOEVER FOR THE CONTENT OF THE TRANSMISSIONS OR FAILURE OF GUARDRFID TO TRANSMIT SIGNALS AND/OR DATA.
6. **LIMITATION OF DAMAGES.** GUARDRFID 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 ITS INSURER TO RECOVER FOR ANY CLAIMS ARISING OUT OF THE USE OF GUARD RFID AND RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST JOHNSON CONTROLS, INCLUDING BY WAY OF SUBROGATION. IN NO EVENT WILL JOHNSON CONTROLS AND ITS SUPPLIERS 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, DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO GUARDRFID, LOSS OF BUSINESS OR GOODWILL, BUSINESS INTERRUPTION, DOWN-TIME, OR ANY OTHER INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO GUARDRFID. NOTWITHSTANDING THE FOREGOING, IF JOHNSON CONTROLS AND/OR ITS SUPPLIERS ARE FOUND LIABLE UNDER ANY LEGAL THEORY, JOHNSON CONTROLS’ AND ITS SUPPLIERS’ TOTAL LIABILITY IN THE AGGREGATE WILL BE LIMITED TO THE SUM EQUAL TO THE SUBSCRIPTION FEES PAID TO JOHNSON CONTROLS FOR GUARDRFID IN THE PAST TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY, 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, THAT IS RELATED IN ANY WAY TO THE GUARDRFID, INCLUDING 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.
7. **Termination.** In addition to any other termination rights in the Agreement, Johnson Controls may terminate this Rider and discontinue GuardRFID if Johnson Controls or its suppliers no longer provide or are unable to continue to support GuardRFID. Johnson Controls will not be liable for any damages or subject to any penalty as a result of such termination.
8. **Severability.** If any provision, or part of a provision, of this Rider is determined to be invalid or unenforceable, in whole or in part, it shall be severed and the remaining provisions shall continue in full force and effect.
9. **Compliance with Laws.** Customer is solely responsible for compliance with all applicable laws and regulations relating to the use of GuardRFID including but not limited to applicable laws and regulations relating personal data protection and privacy.