

RIDER FOR NETWATCH SERVICES – US ONLY

1. **Scope.** These terms apply to the **Netwatch Proactive Video Monitoring Services** (the “Netwatch Services”). If a conflict exists between the terms of the Agreement and this Rider, the terms of this Rider will prevail for the Netwatch Services.
2. **Subscriber Fees.** During the first twelve (12) months and unless otherwise set out in the Agreement, Johnson Controls shall sell the Services to Customer at the Subscriber Fees set forth in the Agreement. After twelve (12) months, Johnson Controls may increase the Subscriber Fees at any time upon notice to the Customer.
3. **Customer Responsibilities.** Customer is responsible for: (a) placement, location, direction and presence of the products (e.g., cameras, recorders and other devices) used for the Netwatch Services (each, a “Device”); (b) ensuring any surveillance equipment (i.e., cameras and microphones) used for the Netwatch Services has unobstructed reception of covered areas on the Customer’s premises; (c) Customer’s use, operating and/or configuring of the Netwatch Services and/or any image or data captured, generated, recorded or transmitted; (d) complying with all applicable laws related to Customer’s use and operation of the Netwatch Services including but not limited to notifying employees and any other persons of the use of the Netwatch Services on the Customer’s premises; (e) providing compatible Internet connectivity, computers or other interface devices to enable Customer’s use of the Netwatch Services; and (f) user’s access to and use of the Netwatch Services. Customer shall, and shall cause its users to, comply with applicable laws governing the placement, presence, operation and use of the Netwatch Services and any data, photographs, images, live and archived video/audio feeds/recordings captured by or generated by the Netwatch Services.
4. **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 THE NETWATCH SERVICES WILL OPERATE WITHOUT INTERRUPTION OR ERROR FREE, OR THAT MESSAGES, ALERTS OR TEXTS SENT BY THE NETWATCH SERVICES 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 THE NETWATCH SERVICES TO TRANSMIT SIGNALS AND/OR DATA.
5. **LIMITATION OF DAMAGES.** THE NETWATCH SERVICES DO 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 THE NETWATCH SERVICES 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 NETWATCH SERVICES, 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 THE NETWATCH SERVICES. 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 THE NETWATCH SERVICES 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 NETWATCH SERVICES, 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.
6. **Term; Termination.** The Netwatch Services will be provided for an initial term of one year (“Initial Term”) and shall automatically renew on an annual basis (“Renewal Term”) unless either party provides at least thirty (30) days’ prior written notice of its intent to terminate before any Renewal Term. In the event the Agreement expires or is terminated prior to expiration of the Initial Term or a Renewal Term, this Rider will also terminate. In addition to any other termination rights in the Agreement, Johnson Controls may terminate this Rider and discontinue the Netwatch Services if Johnson Controls or its suppliers no longer provide or are unable to continue to support the Netwatch Services. Johnson Controls will not be liable for any damages or subject to any penalty as a result of such termination.
7. **Privacy.** Johnson Controls as Processor: Where Johnson Controls or its supplier factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls’ Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls’ Privacy Notice and to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer’s personnel under applicable law, Customer warrants and represents that it has obtained such consent.



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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 the Netwatch Services including but not limited to applicable laws and regulations relating personal data protection and privacy.