



RIDER FOR GENETEC STRATOCAST AND GENETEC CLOUD SERVICES

1. **Scope.** These terms apply to the Genetec Stratocast and Genetec Cloud System as defined below. If a conflict exists between the terms of the Agreement and this Rider, then the terms of this Rider will prevail.
2. **Software.** The terms of service governing Customer's use of this software as a service ("Cloud Services"), any hardware made available to Customer on an "as a service" basis (the "Supplied Hardware") and any software offered in conjunction with or required to use the services ("Cloud Software" and collectively, the "Cloud System") are located at <https://www.genetec.com/legal> and incorporated herein (the "Referenced Terms"). For greater certainty, the Referenced Terms include but are not limited to the following:
 - License Agreement (aka EULA): <https://www.genetec.com/legal/license>
 - Cloud Services – Terms of Service: <https://www.genetec.com/legal/cloudtos>
 - Cloud Services – Subscription Addendum: <https://www.genetec.com/legal/cloudsa>
 - Cloud Services – Service Level Addendum: <https://www.genetec.com/legal/cloudsla>
 - Cloud Services - Hardware Addendum (if cloud services require use of Genetec owned hardware): <https://www.genetec.com/legal/cloudhwa>
3. Any Cloud Software is provided to the Customer on a limited, non-exclusive, non-assignable basis and is subject to the applicable License Agreement referenced above, Customer's execution of this Rider and use of the Cloud System confirms Customer's agreement with the EULA.
4. **Fees, Taxes and Payment**
 - (a) Customer agrees to pay Johnson Controls annually in advance ("Subscription Fee") for a term of three (3) years for the Cloud System and thereafter will automatically renew on an annual basis unless sooner terminated by either party upon 30 days' notice prior to the end of the then renewal term.
 - (b) Payment of all invoices are due upon receipt of the invoice and will be paid by Customer within thirty (30) days from the date of invoice. Invoice disputes must be identified in writing within twenty-one (21) days of the date of the invoice. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform under this Rider. Invoices will be delivered and are to be paid via ACH/EFT bank transfer
 - (c) Pricing may change its pricing structure and Subscription Fee at any time upon 30 days prior written notice.
5. **Termination.** Johnson Controls or Genetec may terminate or restrict Customer's use of the Cloud System, without compensation or notice to Customer, if Johnson Controls or Genetec suspects Customer is (a) in violation of any of any terms of this Rider or the Referenced Terms; (b) Customer use of the Cloud Services is illegal, improper, prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Cloud Services, Genetec's network or systems; (c) Genetec and/or Johnson Controls receives an order from a court or a regulatory authority to cease the provision or sale of the Cloud Services to the Customer or the relevant Cloud Services in the territory where such Cloud Services were made available to the Customer or in general; (d) Genetec or Johnson Controls discontinue the relevant Cloud Services in the territory where such Cloud Services were made available to the Customer, or, in general following issuance of notice by Genetec or Johnson Controls. Customer agrees to reimburse Genetec and Johnson Controls for any damage, loss, cost or expense Genetec and Johnson Controls incur, including any legal fees, arising out of Customer's use of the Cloud System for any unlawful or prohibited purposes.

Warranty Disclaimer. CUSTOMER ACKNOWLEDGES THE CLOUD SERVICES ARE A THIRD PARTY SERVICE AND THE CLOUD SYSTEM INCLUDING ANY SOFTWARE OR HARDWARE, NETWORKS, CONNECTIONS OR THIRD PARTY SERVICES USED OR PROVIDED IN ASSOCIATION WITH THE CLOUD SYSTEM, ARE PROVIDED BY JOHNSON CONTROLS "AS IS" AND "AS AVAILABLE", WITHOUT ANY REPRESENTATIONS OR WARRANTIES (IMPLIED OR EXPRESS), WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, SECURITY, NON-INFRINGEMENT, MERCHANTABILITY, OPERATION, QUALITY, AVAILABILITY OR UNINTERRUPTED AVAILABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, COVERAGE, ERROR FREE, SECURITY, OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS. JOHNSON CONTROLS SHALL NOT BE LIABLE FOR ANY LOSS OR CORRUPTION OF CUSTOMER DATA, OR FOR ANY COSTS OR EXPENSES ASSOCIATED WITH BACKING UP OR RESTORING ANY OF SUCH CUSTOMER DATA.

6. **LIMITATION OF DAMAGES.** THE CLOUD SERVICES DO NOT CAUSE AND CANNOT ELIMINATE OR PREVENT OCCURRENCES OF THE EVENTS THAT THEY ARE INTENDED TO DETECT OR AVERT. ALL LIABILITY RESULTING FROM THESE EVENTS REMAINS WITH CUSTOMER. CUSTOMER AGREES TO LOOK SOLELY TO ITS INSURER FOR RECOVERY AND RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST JOHNSON CONTROLS, INCLUDING BY WAY OF SUBROGATION. NOTWITHSTANDING THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IF JOHNSON CONTROLS IS FOUND LIABLE UNDER ANY LEGAL THEORY, ITS TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE EQUAL TO THE AMOUNT PAID BY THE CUSTOMER TO JOHNSON CONTROLS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT ARISING TO THE CLAIM AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL JOHNSON CONTROLS BE LIABLE, TO THE CUSTOMER OR ANY THIRD PARTY (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR LEGAL THEORY ARISING OUT OF OR RELATED TO THE CLOUD SYSTEM FOR: (A) ANY LOST PROFITS, REVENUES, LOSS OF USE, DIMINUTION OF VALUE, LOSS OF DATA, OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS; OR (B) ANY INCIDENTAL, INDIRECT SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, BUSINESS INTERRUPTION OR THIRD PARTY CLAIMS.



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TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS JOHNSON CONTROLS AND GENETEC FROM ANY CLAIMS, DEMANDS, CAUSES OF ACTIONS AND SUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES (COLLECTIVELY, "CLAIMS") BROUGHT BY THIRD PARTIES INCLUDING THE CUSTOMER'S INSURER: (A) ALLEGING THE CUSTOMER'S DATA INFRINGES OR MISAPPROPRIATES SUCH THIRD PARTY'S PRIVACY OR PROPERTY RIGHTS (INCLUDING WITHOUT LIMITATION INTELLECTUAL PROPERTY RIGHTS), OR OTHERWISE VIOLATES ANY APPLICABLE LAWS OR REGULATIONS; (B) FAILURE OF THE SERVICES IN ANY RESPECT. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST JOHNSON CONTROLS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION.

7. **No Assignment.** Customer may not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder to any person or entity, in whole or in part, without Johnson Controls' written consent.
8. **Choice of Law.** This Agreement will be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, USA Delaware, for products and services purchased in the United States and the laws of the Province of Ontario, for products and services purchased in Canada, each without regard to conflict of law principles therein