

1. **Scope.** These Terms apply to the **OpenEye Cloud Managed Video Surveillance Platform** and includes the complete suite of cloud enabled services, web portal, software, application software and the OpenEye-provided system environment (the “**Services**”). If a conflict exists between the terms of the Agreement and this Rider, then the terms of this Rider will prevail with regard to the Services.
2. **Software.** Any software used or provided as part of the Services is sublicensed to Customer on a non-exclusive basis and subject to the applicable End User License Agreements at <http://www.openeye.net/licenseagreements>. Customer's execution of this Agreement and use of the Services confirms Customer's agreement with the terms of the applicable End User License Agreements.
3. **Customer Requirements.** Customer understands and agrees:
  - a) OpenEye continually updates the Services and may, in its sole discretion, make changes from time to time and without notice to its Services including how its Services are delivered, operated, and updated;
  - b) to use the Services, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the Service or content therein;
  - c) not to use any robot, spider, scraper or other automated means to access the Services; insert any code or product or manipulate the content of the Services in any way; or, use any data mining, data gathering or extraction method;
  - d) not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Services, including any software viruses or any other computer code, files or programs;
  - e) not to upload, post, e-mail or otherwise send or transmit any material that Customer does not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
  - f) not to register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any products or services except when expressly authorized by such party to do so;
  - g) not to delete any author attributions, legal notices or proprietary designations or labels that Customer uploads to any communication feature;
  - h) not to upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party;
  - i) not to upload or transmit any unsolicited advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation, commercial or otherwise;
  - j) not to violate any applicable local, state/provincial, national or international law;
  - k) not to probe, scan, test the vulnerability of or breach the authentication measures of, the Services or any related networks or systems;
  - l) not to harvest or otherwise collect information about others, including e-mail addresses;
  - m) not to attempt to gain any unauthorized access to the Services or any associated content, including computer systems, software, or networks;
  - n) to provide information to OpenEye in connection with the use of its Services that is true, accurate, and complete, to the best of Customer's knowledge, ability, and belief.
  - o) not to copy, modify, create a derivative work from, decompile, reverse engineer or disassemble, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in or access to the Services including all related software or other products or processes accessible through or connected to the Services.

Johnson Controls or OpenEye may terminate or restrict Customer's use of the Services, without compensation or notice if Johnson Controls or OpenEye suspects Customer is (i) in violation of any of these Terms of Use or (ii) engaged in illegal or improper use of the Services. Customer also agrees to reimburse OpenEye and Johnson Controls for any damage, loss, cost or expense OpenEye and Johnson Controls incur, including any legal fees, arising out of Customer's use of the System for any unlawful or prohibited purpose.

Some devices utilized in conjunction with the Service may from time to time stop functioning as intended. If OpenEye deems the non-functioning device to be disruptive to the Services (such as sending information to the Service at an increased rate), OpenEye reserves the right to deactivate the device without warning.

4. **WARRANTY DISCLAIMER.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. OPENEYE AND JOHNSON CONTROLS DISCLAIM ALL WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, NON-INTERFERENCE, NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. JOHNSON CONTROLS, OPENEYE AND/OR THEIR THIRD PARTY SUPPLIERS OR LICENSORS DO NOT GUARANTEE, REPRESENT, WARRANT OR COVENANT THAT THE SERVICES ARE OR WILL BE ACCURATE, CURRENT, COMPLETE, FREE OF TECHNICAL AND TYPOGRAPHICAL ERRORS, SECURE, RELIABLE, OR APPROPRIATE FOR ANY PARTICULAR USE TO WHICH CUSTOMER OR ANY THIRD PARTY MAY CHOOSE TO PUT THEM, THAT THE SERVICES ARE OR WILL BE AVAILABLE ON AN UNINTERRUPTED AND ERROR-FREE BASIS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS. OPENEYE PERIODICALLY AMENDS, CHANGES, ADDS, DELETES, UPDATES, OR ALTERS THE SERVICES WITHOUT NOTICE. FURTHER, OPENEYE AND JOHNSON CONTROLS ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SERVICES. OPENEYE AND JOHNSON CONTROLS SPECIFICALLY DISCLAIM ANY DUTY TO UPDATE THE CONTENT, OR ANY OTHER INFORMATION ON THE SERVICES.

## RIDER FOR OPEN EYE CLOUD VIDEO PLATFORM

OPENEYE AND JOHNSON CONTROLS MAY, IN THEIR SOLE DISCRETION, SUSPEND OR DISCONTINUE SERVICE AT ANY TIME UPON PROVIDING REASONABLE ADVANCE NOTICE.

5. **LIMITATION OF DAMAGES.** THE 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 CUSTOMER'S INSURER TO RECOVER FOR INJURIES, LOSS OR DAMAGE AND RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST JOHNSON CONTROLS AND OPEN EYE, INCLUDING BY WAY OF SUBROGATION. IN NO EVENT WILL JOHNSON CONTROLS OR OPEN EYE BE LIABLE, TO THE MAXIMUM EXTENT PERMITTED BY LAW UNDER ANY LEGAL THEORY FOR ANY (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, BUSINESS INTERRUPTION OR THIRD PARTY CLAIMS ARISING OUT OF OR RELATED TO THE SERVICES.

NOTWITHSTANDING THE FOREGOING, THE LIABILITY OF JOHNSON CONTROLS AND/OR OPEN EYE IS/ARE FOUND LIABLE UNDER ANY LEGAL THEORY, ITS/THEIR TOTAL LIABILITY WILL BE LIMITED TO THE SUM EQUAL TO US\$250.00, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER ASSUMES ALL LIABILITY FOR AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS JOHNSON CONTROLS AND OPEN EYE AGAINST ANY AND ALL CLAIMS, SUITS, DEMANDS, CAUSES OF ACTIONS AND JUDGMENTS MADE, FILED OR SUFFERED BY ANY PERSON, FIRM, CORPORATION OR BUSINESS ASSOCIATION, INCLUDING THE CUSTOMER'S INSURER OR ANY THIRD PARTIES, THAT IS RELATED IN ANY WAY TO THE SERVICES, THE FAILURE OF THE SERVICES TO DETECT OR WARN AGAINST THE DANGER FOR WHICH THE SYSTEM WAS DESIGNED OR ANY OTHER FAILURE OF THE SERVICES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST JOHNSON CONTROLS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION.

6. NEITHER OPENEYE NOR JOHNSON CONTROLS SHALL BE NOT LIABLE FOR ANY MISTAKE, OMISSION, INTERRUPTION, OR DEFECT IN THE SERVICE CAUSED BY THE NEGLIGENCE OR WILLFUL ACT OF ANY CUSTOMER, USER, CHANNEL PARTNERS, PARTIES OTHER THAN OPENEYE, OR WHEN CAUSED BY ACTS OF GOD, FIRE, WAR, RIOTS, GOVERNMENT AUTHORITIES, DEFAULT OF SUPPLIER, OR OTHER CAUSES BEYOND THE CONTROL OF OPENEYE AND/OR JOHNSON CONTROLS, INCLUDING WITHOUT LIMITATION DEFECT IN OR FAILURE OF EQUIPMENT PROVIDED BY ANY PARTY OTHER THAN OPENEYE OR JOHNSON CONTROLS.