

RIDER FOR INSTALLATION OF OPEN PATH SYSTEM – US and CANADA (NOT QUEBEC)

1. **Scope.** These terms apply to the **Openpath Keyless Access Control System** and associated hardware, system and service (the “Openpath System”). 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 Openpath System.
2. **Installation.** Johnson Controls will (i) install the Openpath System at the Customer Location(s) designated by Customer and for the fees listed in the Agreement ; (ii) install all software or firmware (“Software”) in connection with the Openpath System according to the requirements supplied by Customer; and (iii) test the Openpath System to confirm that it is functioning according to specifications.
3. **Subscriber Fees.** During the Initial Term, Johnson Controls shall sell the Services to Customer at the Service Fees set forth in the Agreement. After the Initial Term, any Service Fee increase shall be subject to the mutual agreement of the parties.
4. **Customer Responsibilities.** Customer is responsible for (b) obtaining consent from individuals regarding the collection, use, and disclosure of applicable personal information with respect to the Openpath; (c) test the Openpath System to confirm that it is functioning according to specifications. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls and Openpath all personal information that may be disclosed hereunder concerning individuals/employees/or other third parties; (b) collect, use, disclose and transfer such personal information; and (c) authorizes Johnson Controls and Openpath to use such personal information to administer the relationship between Customer and Johnson Controls, including the administration of this Agreement. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates, suppliers and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.
5. **Data Hosting/Storage Services.** Customer understands that, in connection with Johnson Controls’ provision of the Services, Johnson Controls and/or its agents, suppliers, or subcontractors, may receive, transmit, record, store, and/or provide unencrypted data, audio, and/or images (“Data”) from/to Customer via the Internet and/or store such Data in off-site third party facilities, and such Data may include information about Customer’s personnel, assets and/or premises. Johnson Controls does not warrant the integrity, accuracy, confidentiality, or security of such Data with regard to unauthorized use, disclosure, corruption, interception or otherwise (collectively, “Security Risks”). Customer hereby assumes and releases Johnson Controls and Owner from all Security Risks and any damages and liability associated therewith. Customer is responsible.
6. **WARRANTY DISCLAIMER. THE HARDWARE, THE SYSTEM, AND THE SERVICE IS PROVIDED “AS IS.” 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 MAKES NO WARRANTY THAT THE OPENPATH SYSTEM WILL OPERATE WITHOUT INTERRUPTION OR ERROR FREE, OR THAT MESSAGES, ALERTS OR TEXTS SENT BY THE OPENPATH SYSTEM WILL BE TIMELY OR SUCCESSFULLY SENT, DELIVERED OR RECEIVED.**
7. **LIMITATION OF DAMAGES. CUSTOMER UNDERSTANDS AND ACCEPTS THAT THE OPENPATH SYSTEM DOES NOT CAUSE AND CANNOT ELIMINATE OR PREVENT OCCURRENCES OF THE EVENTS THAT IT IS INTENDED TO DETECT OR AVERT. ALL LIABILITY RESULTING FROM THE EVENTS THAT THE OPENPATH SYSTEM IS INTENDED TO DETECT OR AVERT REMAINS WITH CUSTOMER. CUSTOMER AGREES TO LOOK SOLELY TO CUSTOMER’S INSURER TO RECOVER FOR ANY CLAIMS ARISING OUT OF THE USE OF THE SYSTEM AND RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST JOHNSON CONTROLS, INCLUDING BY WAY OF SUBROGATION. NOTWITHSTANDING THE FOREGOING, IF JOHNSON CONTROLS IS FOUND LIABLE UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, NEGLIGENCE, INDEMNITY OR STRICT LIABILITY, JOHNSON CONTROLS’ TOTAL LIABILITY IN THE AGGREGATE WILL BE LIMITED TO THE SUM EQUAL TO THE SUBSCRIPTION FEES PAID FOR THE SERVICE 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. IN NO EVENT WILL JOHNSON CONTROLS BE LIABLE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR (I) PERSONAL INJURY OR ILLNESS, 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 OPENPATH SYSTEM. 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 OPENPATH SYSTEM, INCLUDING THE 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.**
8. **Compliance with Laws.** Certain functions of the Services may require compliance with local, state/provincial or federal laws, rules and regulations. Customer is solely responsible for compliance with all applicable laws, rules and regulations relating use of the Services and those functions, including but not limited to those laws and regulations pertaining to personal data protection, privacy and security, or any laws requiring notice to or consent of persons with respect to Customer’s use of the Services.