

**Johnson Controls
Rider to Service Agreement**



This Rider is made as of **5-2-2024** by and between **Johnson Controls, Inc.** ("Johnson Controls") and **Collin County** ("Customer") and amends the **Replacement HRU for Animal Shelter** (the "Agreement"). This Rider is effective as of the date of last signature below. In the event of a conflict between the provisions of this Rider and the Agreement, the provisions of this Rider shall prevail. To the extent any provisions of this Rider are the same or similar in any respect to any provisions of the Agreement, the same or similar provision in the Agreement is deleted and replaced with the provision in this Rider.

1. **Indemnity.** Johnson Controls, *to the fullest extent allowed by law*, agrees to indemnify Customer for all damages, losses and expenses with respect to any third-party claims against the Customer for personal injury, including death, or tangible property damage, but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Johnson Controls in fulfilling its obligations under this Agreement. In the event Johnson Controls is obligated to indemnify Customer as set forth above, Johnson Controls has the right but not the obligation to defend Customer against third-party claims. If Johnson Controls elects to undertake such defense, then Johnson Controls shall have exclusive control over the defense.
2. **Liability Limitation.** **IN NO EVENT SHALL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE FOR ANY DAMAGES RELATING TO THE AGREEMENT OR THE SERVICES CONTEMPLATED THEREBY IN ANY AMOUNT EXCEEDING THE TOTAL AMOUNTS PAID TO JOHNSON CONTROLS DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE, REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. WHERE THIS AGREEMENT COVERS MULTIPLE SITES, LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE PAYMENTS ALLOCABLE TO THE SITE WHERE THE INCIDENT OCCURRED. SUCH SUM SHALL BE COMPLETE AND EXCLUSIVE.**
3. **Waiver of Consequential Damages.** **IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.**
4. **Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated, and shall provide a certificate evidencing such coverage promptly following a Customer's request.

COVERAGES

LIMITS OF LIABILITY

Workmen's Compensation Insurance	Statutory
Commercial General Liability Insurance	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Comprehensive Automobile Liability Insurance	\$1,000,000 Combined Single Limit

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls' contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy.

Customer shall maintain all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage throughout the term of the Agreement.

5. **Payment.** All payments are due upon receipt of the invoice. Invoicing disputes must be identified in writing within twenty (21) days of the invoice date. Payments of any disputed amounts are due upon resolution. All other amounts remain due upon receipt of invoice. Failure to make payments when due will give Johnson Controls, without prejudice to any other right or remedy, the right to: (i) to stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend software licenses, require go-forward cash in advance payment and/or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses). *Should any language conflict with Government Code Section 2251.021 Time for Payment by Government Entity, the Government Code shall prevail.*

6. **Price Adjustments.** Johnson Controls may increase prices upon notice to the Customer to reflect increases in material and labor costs. For Agreements with automatic renewal, Johnson Controls will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

7. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event, plus additional time to overcome the effect of the delay.

8. **Choice of law.** This Agreement will be construed and enforced in accordance with the laws of *Texas*, without regard to conflict of law principles therein.

Collin County ("Customer")

Johnson Controls Inc. ("Johnson Controls")

By: _____
 Title: _____

By: _____
 Title: _____