



Johnson Controls
Rider to HVAC Installation Agreement for Agreements <\$250,000 (US and Canada)

This Rider is between Johnson Controls (as defined below) and Customer (as defined below) ~~and amends the~~ Describe the Agreement (the "Agreement") and is effective as of the date ~~last~~ signed. This Rider supersedes and replaces any other agreement(s) between the parties with respect to these subject matters and is the entire agreement of the parties on these subject matters.

- 1. **Prime Contract.** Any upstream contracts are only binding on Johnson Controls if such requirements explicitly apply to Johnson Controls' scope of work and copies of these contracts were delivered to Johnson Controls, and Johnson Controls confirmed receipt in writing. In the event of any conflict between the Agreement and any relevant upstream contracts, the Agreement shall control.
- 2. **Indemnity.** Johnson Controls agrees to indemnify Customer for damages, losses and expenses with respect to third-party claims against the Customer for personal injury, including death, or tangible property damage but only for the proportion such damages, losses and expenses were caused by Johnson Controls' negligent acts or willful misconduct in fulfilling its obligations under the Agreement.
- 3. **Limitation of Liability and Waiver of Consequential Damages.** **TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS:** IN NO EVENT SHALL JOHNSON CONTROLS' AND ITS AFFILIATES' AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS' AND VENDORS' AGGREGATE LIABILITY RELATING TO THIS AGREEMENT OR THE SERVICES CONTEMPLATED THEREBY EXCEED \$250,000, REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE. **TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS:** NEITHER JOHNSON CONTROLS NOR THE CUSTOMER WILL BE LIABLE TO THE OTHER UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, LOST PROFITS, REVENUE, LOSS OF DATA OR USE, BUSINESS OR NETWORK INTERRUPTION, DAMAGES ARISING FROM CYBERATTACKS OR OTHER SIMILAR DAMAGES.

Hidalgo County ("Customer")

Johnson Controls, Inc. ("Johnson Controls")

By: _____
Authorized Signatory

By: _____
Authorized Signatory

Title: _____

Title: HVAC Install Manager

Date: _____

Date: 5/26/2022