

Addendum No. 1 made as of February 16, 2024 (“Addendum”) to County of Monterey Standard Agreement (“Agreement”) between County of Monterey, a political subdivision of the State of California (“County”) and HONEYWELL INTERNATIONAL INC. (“Contractor”) through its Honeywell Building Solutions business unit (collectively, the “Parties”) dated as of December 27, 2023, to execute construction work for Principal on Office of Chief Medical Examiner.

The Parties agree that this Addendum shall modify the terms and conditions contained in the above-named Agreement and supersedes and replaces the applicable portions of the Agreement. In the event of conflicting terms or interpretations, this Addendum will govern. Contractor is not bound by any referenced terms which are not attached to the Agreement or subsequent purchase order, if any, and which have not been provided to Contractor. Notwithstanding anything to the contrary contained in the Agreement, including all contract documents incorporated therein, the parties hereby agree to modify the Agreement as follows:

ADDITIONAL TERMS

- Change Orders.** Change orders may be proposed by either party to this Agreement. Regardless of the party proposing the change order, Contractor shall submit an updated invoice to County accompanying the change order, which shall become part of this Agreement upon signature by both parties.
- Intellectual Property.** No right, title or interest in intellectual property (“IP”) provided by Contractor is transferred to Owner or County under the Agreement, including IP existing prior to, or created independently of, the performance of the Agreement. All IP and results of services, including software, models, designs, drawings, documents, inventions, and know-how (“Inventions”), conceived or developed by Contractor in connection with the Agreement, are the sole property of Contractor and Owner or County assigns any rights they may have in such Inventions to Contractor. Owner and County have no right or license to IP or Inventions provided by Contractor, except as granted in this Agreement.
- Compliance with Terms of State or Federal Grants.** Notwithstanding anything to the contrary in the Agreement, Contractor shall not be subject to any provisions, rules or regulations whether State or Federal, that the County does not explicitly call out and flow down to Contractor in writing. The Parties hereby acknowledge that Contractor does not know or have any way of knowing the source of funds the County uses for any work Contractor performs, unless and until the County gives Contractor written notice of the same.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be signed.

COUNTY OF MONTEREY

HONEYWELL INTERNATIONAL INC.

BY: _____

BY: Shannon Summers

TITLE: _____

TITLE: SBL

DATE: _____

DATE: 3/3/2024