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To Agreement by and between
County of Monterey, hereinafter referred to as "County"
AND
Honeywell International Inc., hereinafter referred to as "CONTRACTOR"

Additional Terms

1. **Change Orders and Extension of Time.** Change orders may be proposed by CONTRACTOR or County. Regardless of whether CONTRACTOR or County proposes 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. CONTRACTOR shall not be liable for damages caused by delay or interruption in the Work due to any cause beyond CONTRACTOR's reasonable control. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay, and CONTRACTOR shall be entitled to recover from County its reasonable costs, overhead, and profit arising from such delay.

2. **Force Majeure.** CONTRACTOR shall not be liable for damages caused by delay or interruption in the Work (as defined in CONTRACTOR's Proposal) due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold (as those terms are defined in CONTRACTOR's Proposal), or any other cause beyond CONTRACTOR's reasonable control. Should any part of the system or any equipment in each case that are related to the Work be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of CONTRACTOR, any repairs or replacement shall be paid for by County. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay, and CONTRACTOR shall be entitled to recover from County its reasonable costs, overhead, and profit arising from such delay. Regardless of the source of the delay, CONTRACTOR shall not owe to County any liquidated damages or other penalties.

3. **Intellectual Property.** No right, title or interest in intellectual property ("IP") provided by CONTRACTOR is transferred to 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 (collectively, "Inventions"), conceived or developed by CONTRACTOR in connection with the Agreement, are the sole property of CONTRACTOR and County assigns any rights they may have in such Inventions to CONTRACTOR. County has no right or license to IP or Inventions provided by CONTRACTOR, except as granted in this Agreement.

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4. **Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA OR UNAUTHORIZED ACCESS TO OR USE OR MISAPPROPRIATION OF DATA BY THIRD PARTIES, EVEN IF INFORMED OF THE POSSIBILITY OF ANY OF THE FOREGOING, AND (II) THE AGGREGATE LIABILITY OF CONTRACTOR FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE CONTRACT PRICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.**

5. **Payment.** CONTRACTOR shall have the right to terminate this Agreement for breach, including non-payment, with 60 days written notice. In no event will CONTRACTOR waive payments owed to it based on time of invoice. Other than County's specific retainage requirements, neither party shall withhold or set aside any funds under this Agreement. Notwithstanding anything to the contrary, in the event of termination, County shall pay CONTRACTOR for all work performed up to the point of termination.

6. **Warranty.** Services shall be performed in a professional and workmanlike manner warranted for one (1) year from the date services are performed (the "Service Warranty Period"). CONTRACTOR's obligation and CONTRACTOR's sole remedy under this warranty is that CONTRACTOR will correct or re-perform defective services or refund fees paid for the services, at CONTRACTOR's sole election, if County notifies CONTRACTOR in writing of defective services within the Service Warranty Period. All services reperformed are warranted for the remainder of the original Service Warranty Period. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON CONTRACTOR UNLESS SET FORTH IN WRITING AND SIGNED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE. WITHOUT LIMITING THE FOREGOING, CONTRACTOR MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE EFFICACY OF, OR THE RESULTS OR OUTCOMES THAT MAY BE PRODUCED BY, ANY EQUIPMENT, SOFTWARE OR WORK PROVIDED OR MADE AVAILABLE UNDER THIS AGREEMENT.

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7. **Insurance.** CONTRACTOR shall, at its own expense, carry and maintain in force at all times from the effective date of the Agreement through final completion of the Work the following insurance. It is agreed, however, that CONTRACTOR has the right to insure or self-insure any of the insurance coverages listed in the Agreement. Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Agreement. In the event CONTRACTOR elects to self-insure, it shall provide a formal letter of self-insurance with endorsements, signed by an authorized representative, confirming its financial ability to meet the obligations outlined in this Agreement. **CONTRACTOR will not issue coverage on a per project basis**. County shall, at its own expense, carry and maintain in force at all times during the duration of this Agreement its own commercial general liability and property insurance in an amount customary for the size of County's business and properties. All insurance required in this Section will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. The Parties will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the other Party. In the event that a self-insured program is implemented, either Party will provide adequate proof of financial responsibility. CONTRACTOR shall provide certificates of insurance, upon demand by County, as proof of insurance and shall not be required in any event to provide a copy of its insurance policies.

8. **Confidentiality.** As permitted by applicable law, County shall not disclose any confidential records or other confidential information received from the CONTRACTOR or prepared by the CONTRACTOR in connection with the performance of this Agreement, without written advance notice of such disclosure to CONTRACTOR.