

Addendum No. 1 to
Bid #23-270 ("Agreement") between
KDCA purchasing Coop ("Contractor") and
HONEYWELL INTERNATIONAL INC. ("Subcontractor")
through its Honeywell Building Solutions business unit
(collectively, the "Parties")

The Parties agree that this Addendum shall modify the terms and conditions contained in the above-named Agreement. In the event of conflicting terms or interpretations, this Addendum will govern. Subcontractor is not bound by any referenced terms which are not attached to the Agreement and which have not been provided to Subcontractor. 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

1. **Change Orders and Extension of Time.** Change orders may be proposed by either party to this Agreement. Regardless of the party proposing the change order, Subcontractor shall submit an updated invoice to Contractor accompanying the change order, which shall become part of this Agreement upon signature by both parties. Subcontractor shall not be liable for damages caused by delay or interruption in the Work due to any cause beyond Subcontractor'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.
2. **Force Majeure.** Neither party shall be liable to the other for damages caused by delay or interruption in the Work (as defined in Subcontractor'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 Subcontractor's Proposal), or any other cause beyond Subcontractor'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 Subcontractor, any repairs or replacement shall be paid for by Contractor. 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. Regardless of the source of the delay, Subcontractor shall not owe to Contractor any liquidated damages or other penalties.
3. **Intellectual Property.** No right, title or interest in intellectual property ("IP") provided by Subcontractor is transferred to Owner or Contractor 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 Subcontractor in connection with the Agreement, are the sole property of Subcontractor and Owner or Contractor assigns any rights they may have in such Inventions to Subcontractor. Owner and Contractor have no right or license to IP or Inventions provided by Subcontractor, except as granted in this Agreement.
4. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL SUBCONTRACTOR 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 SUBCONTRACTOR FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED 5X 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. **Warranty.** Subcontractor will replace or repair any product Subcontractor provides under this Agreement that fails within the warranty period of one (1) year ("Warranty Period") because of defective workmanship or

materials, except to the extent the failure results from Contractor negligence, fire, lightning, water damage, or any other cause beyond the control of Subcontractor. This warranty is effective as of the date of Contractor acceptance of the product or the date Contractor begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Subcontractor's sole obligation, and Contractor's sole remedy, under this warranty is repair or replacement, at Subcontractor's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period. If, during the applicable Warranty Period, Contractor believes there is a defect in material or workmanship covered by the warranty, Contractor must immediately discontinue use and notify Subcontractor. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, SUBCONTRACTOR 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.

6. **Indemnification.** Each Party ("Indemnifying Party") will indemnify, defend, and hold the other party and its related entities (including, without limitation, their respective directors, officers, employees, and representatives) (collectively, "Indemnitees") harmless against third-party allegations, claims, damages, settlements, penalties and costs, including without limitation attorneys' fees (collectively, "Claims") arising out of the Indemnifying Party's gross negligence or willful misconduct due to any act or omission under the Agreement or Indemnifying Party's breach of its obligations under the Agreement and up to the annual purchase price of this agreement. In connection with these indemnification obligations, the Parties agree to the following: (a) Indemnifying Parties will be entitled to control the defense and Indemnitees shall give prompt notice of any such claim; (b) at Indemnifying Party's expense, Indemnitees will reasonably cooperate in defense of the claim including, but not limited to, promptly furnishing the Indemnifying Party with all relevant information within its possession or control; (c) Indemnitees may participate in the defense at its own expense and through counsel of its choosing; and (d) Indemnifying Party may not enter into any settlement, assume any obligation, or make any concession without the prior written approval of Indemnitees, which approval may not be unreasonably withheld, conditioned or delayed. Neither Party may enter into any settlement or consent to any judgment without the prior written approval of each Indemnatee. This Section shall survive termination or expiration of this Agreement for any reason. Regardless of any other clause, Subcontractor shall not indemnify Contractor for its own negligence, and these shall be the sole indemnity obligations of both parties.

KCDA Purchasing Coop.

BY: *Barb Powell*
TITLE: *Executive Director*
DATE: *2/24/2025*

HONEYWELL INTERNATIONAL INC.

BY: *vikram chutani*
TITLE: *RGM US WEST*
DATE: *Feb 25, 2025*