

**OMNIA PARTNERS COOPERATIVE PURCHASING AGREEMENT
FACILITY TECHNOLOGY INTEGRATION & SECURITY SYSTEM SERVICES
ADDENDUM TO BE SIGNED BY PUBLIC AGENCIES**

This Addendum (“Addendum”) is entered this **26th day of August 2022**, by **Fort Bend County**, (“Participating Public Agency”) and **Schneider Electric Buildings Americas, Inc.** (“Contractor”) and supplements the terms and conditions of **the Region 4 Education Service Center Cooperative Purchasing Agreement** (“Cooperative Agreement”) entered into on **April 1, 2022** between the Contractor and **Region 4 Education Service Center**. The parties to this Addendum, agree to make the additions outlined below and these additions shall be made valid as if they are included in the Cooperative Agreement and this Amendment supersedes any conflicting or supplemental terms in the Cooperative Agreement concerning the subject matter hereof.

1. Taxes. Prices exclude all present or future sales taxes, revenue or excise taxes, value added taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by Government authorities upon equipment and/or services quoted by the Contractor. The Participating Public Agency shall be responsible for all such taxes, duties and charges resulting from this agreement. The Contractor is required to impose taxes on orders and shall invoice the Participating Public Agency for such taxes and/or fees according to state and local statute, unless the Participating Public Agency furnishes the Contractor at the time of order with a properly completed exemption certificate(s) acceptable to the authorities imposing the tax or fees.
2. Ethics and Compliance with Law. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party. In the event the Participating Public Agency has concerns related to ethics, compliance or Contractor’s Code of Conduct (“Trust Charter”), and/or any potential violations of these policies, the Participating Public Agency is welcome to make use of Contractor’s Trust Line. The Trust Line is Contractor’s global helpline for external stakeholders. It is a confidential channel through which the Participating Public Agency can ask questions and raise concerns. Reports can be made using the following link:<https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>.
3. Import and Export. The products, software, services, information, other deliverables and/or the technologies embedded therein (hereinafter referred to as “Deliverables”) provided by Contractor under this Contract contain or may contain components and/or technologies from the United States of America (“US”), the European Union (“EU”) and/or other nations. The Participating Public Agency acknowledges and agrees that the supply, assignment and/or usage of Deliverables under this Contract shall fully comply with applicable US, EU and other national and international export control laws and/or regulations. Unless applicable export licenses have been obtained from the relevant authority and Contractor has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination or party (including without limitation to any individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. The Participating Public Agency also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems, unmanned air vehicles, nuclear weapons delivery systems, and/or in any design, development, production or use of or related to weapons (which may include, without limitation, chemical, biological or nuclear weapons). If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Contractor from fulfilling any order, or would in Contractor’s judgment otherwise expose Contractor to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Contractor shall be excused from all affected obligations under such order and/or this Contract.
4. Cybersecurity.
 - a. The Participating Public Agency's Obligations for Its Systems. The Participating Public Agency is solely responsible for the implementation and maintenance of a comprehensive security program (“Security Program”) that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, “Systems”), including those Systems on which it runs the Deliverables provided by Contractor, against Cyber Threats. “Cyber Threat” means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Region 4 ESC’s Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Region 4 ESC’s Systems, including through malware, hacking, or similar attacks. Without limiting the foregoing, The Participating Public Agency shall at a minimum:
 - i. have qualified and experienced personnel with appropriate expertise in cybersecurity maintain the Participating Public Agency’s Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to The Participating Public Agency’s Systems or The Participating Public Agency’s industry;

- ii. promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on Contractor's security notification webpage at: <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise provided to The Participating Public Agency;
 - iii. regularly monitor its Systems for possible Cyber Threats;
 - iv. regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and
 - v. meet the recommendations of Contractor's Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/>, as may be updated by Contractor from time to time, and then-current industry standards.
- b. The Participating Public Agency's Use of the Deliverables. Contractor may release Updates and Patches for its Deliverables from time to time. The Participating Public Agency shall promptly install any Updates and Patches for such Deliverables as soon as they are available in accordance with Contractor's installation instructions and using the latest version of the Deliverables, where applicable. An "Update" means any software that contains a correction of errors in a Deliverable and/or minor enhancements or improvements for a Deliverable but does not contain significant new features. A "Patch" is an Update that fixes a vulnerability in a Deliverable. The Participating Public Agency understands that failing to promptly and properly install Updates or Patches for the Deliverables may result in the Deliverables or The Participating Public Agency's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and Contractor shall not be liable or responsible for any losses or damages that may result.
- c. Identification of Cyber Threats. If The Participating Public Agency identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Deliverables for which Contractor has not released a Patch, The Participating Public Agency shall promptly notify Contractor of such vulnerability or other Cyber Threat(s) via the Contractor Report a Vulnerability page (https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Region_4_ESCs) and further provide Contractor with any reasonably requested information relating to such vulnerability (collectively, "Feedback"). Contractor shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Deliverables, in any manner without restrictions, and without any obligation of attribution or compensation to The Participating Public Agency; provided, however, Contractor shall not publicly disclose The Participating Public Agency's name in connection with such use or the Feedback (unless The Participating Public Agency consents otherwise). By submitting Feedback, The Participating Public Agency represents and warrants to Contractor that The Participating Public Agency has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to Contractor t such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.
5. Limitation of Liability. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL SUPPLIER, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF PRODUCT, LOSS OF REVENUE, LOSS OF PROFITS OR LOSS OF DATA DAMAGES, WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT AND IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF SUPPLIER FOR DAMAGES WITH RESPECT TO THIS CONTRACT OR ANYTHING

DONE IN CONNECTION THEREWITH, SUCH AS THE USE OF ANY PRODUCT COVERED BY OR FURNISHED UNDER THE COOPERATIVE AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE CONTRACT PRICE FOR THE SPECIFIC PRODUCT, EQUIPMENT, MATERIAL OR SERVICE WORK PERFORMED. THE PRECEDING SENTENCE SHALL NOT APPLY TO ANY CLAIM FOR BODILY INJURY, OR TO ANY OTHER CLAIM TO THE EXTENT OF SCHNEIDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Except as provided for herein, all other terms of the Cooperative Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Addendum to the Cooperative Agreement to be signed by their duly authorized representatives.

PARTICIPATING PUBLIC AGENCY

SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC

DocuSigned by:

Neal Eckles

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Signature

Name

Title

Date

Signature
Neal Eckles

Name
District General Manager

Title
26-Aug-2022

Date