Texas DIR-CPO-4699 Customer Addendum to Purchase Order

Pursuant to Section 10.12 ("Limitation of Liability") of Appendix A to the DIR Contract No. DIR-CPO-4699, the parties agree to the following:

Limitation of Liability

A. For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.

B. Successful Respondent's liability for damages in any claim or cause of action arising under or related to the Purchase Order or quotation shall not exceed two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order. If included in a quotation, such term shall not be valid unless it is attached to or incorporated by reference into the corresponding Purchase Order.

C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein or in a Purchase Order shall not apply to: claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Contract, except as allowed by subsection 10.12(D) below; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

D. Successful Respondent's liability to for damages in any claim or cause of action arising under or related to the Purchase Order or quotation for indemnification requirements under Section 10.1.1(A)(iii); shall not exceed (i) $1 million or (ii) two-times the total value of the Purchase Order, whichever is greater. Such limitation shall be distinct and calculated separately from any limitation included in such Purchase Order or quotation pursuant to Section 10.12(B) above. Such term shall not be valid unless it is stated on a standalone page signed by both parties and attached to or incorporated by reference into the corresponding Purchase Order. CUSTOMER SHOULD CONSULT WITH LEGAL COUNSEL AND CAREFULLY CONSIDER POTENTIAL RISKS ASSOCIATED WITH A DATA BREACH TO DETERMINE LIMITATIONS APPROPRIATE FOR SUCH PURCHASE ORDER OR QUOTATION.

The parties may sign this Addendum in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Addendum is executed and effective as of the date of Customer signature below.

The authorized representatives of each party accept and agree to the terms of this Addendum by signing below:

_____

(Customer)

Legal Address: _____

By: _____
    Authorized Signature

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC. (Esri)

380 New York Street, Redlands, CA 92373-8100

By: _Tamisa Greening_____
    Authorized Signature

Printed Name: **Tamisa Greening**_____

Title: Managing Attorney, Contracts & Legal____

Misc Sales Agmt - Addendum to DIR POs

Final Audit Report   2022-08-09

Created:	2022-08-09
By:	Roanan Harris (rharris@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsCnk-twBhE4LIXHYNsYxowQ6OvzexfkX

"Misc Sales Agmt - Addendum to DIR POs" History

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