

**CARRIER CANADA CORPORATION (“Carrier”)
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE**

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be EXW shipping point. Carrier's loading dock shall be the shipping point. The Customer is responsible for all freight charges, customs clearance and risks involved in the shipment to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively “Force Majeure Events”) which directly or indirectly affect manufacturing, shipping or delivery. Carrier shall remain excused from performance to the extent which, in its reasonable discretion, any such Force Majeure Event(s) continue to negatively impact Carrier's performance, whether or not the Force Majeure Event itself has ended. Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, EXW point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all physical services performed by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation under this Section 7 shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components; transportation, handling and shipping charges; refrigerant loss, or replacements required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. For clarity, any diagnostics, analytics, monitoring outputs, telemetry-based insights, reports, or advisory information provided through Carrier Technology or any digital platform are informational only and are not warranted to identify all faults, prevent failures, eliminate downtime, or achieve any particular operational, energy, or performance outcome. THIS WARRANTY IS GIVEN IN LIEU OF ALL

OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT CARRIER MAKES NO REPRESENTATION OR WARRANTY THAT THE IRON, STEEL, MANUFACTURED PRODUCTS AND/OR CONSTRUCTION MATERIALS USED BY CARRIER IN CONNECTION WITH MEETING ITS OBLIGATIONS UNDER THE WARRANTY WITH RESPECT TO REPAIR OR REPLACEMENT WILL COMPLY WITH THE REQUIREMENTS OF THE INFRASTRUCTURE INVESTMENT AND JOBS ACT, THE BUY AMERICAN ACT OR ANY SIMILAR LAWS OR REGULATIONS. Should Carrier announce a product modification program (or product recall or any similar type of action), Customer will use reasonable efforts to cause such program or action to be carried out with respect to all equipment and/or services purchased, installed and/or in use by Customer, and to cause the program's intended result to be accomplished as rapidly and as thoroughly and as completely as practicable.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain all relevant communications equipment and service, which may include, but not be limited to a telephone line with long distance direct dial and answer capability, internet access or Wi-Fi.
- Operate the equipment properly and in accordance with Carrier instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Properly safeguard the work area from the public.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

Customer acknowledges that, notwithstanding the availability of Telemetry Data, analytics, or monitoring visibility, Customer retains sole responsibility for equipment operation, safety, regulatory compliance, and all decisions regarding response, repair, or corrective action. Carrier does not assume operational responsibility by virtue of data visibility or analytics.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building

system design, damage due to extreme or other weather conditions, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Without limiting the foregoing, Carrier shall not be responsible for decisions, actions, or outcomes based on Telemetry Data, analytics, reports, dashboards, alerts, or advisory outputs, including any interpretation or reliance thereon by Customer or third parties. Carrier shall not be required to repair or replace equipment that has not been properly maintained. Carrier shall not be required to repair or replace equipment that has not been properly maintained. Carrier shall not be responsible under this agreement for repairs to any equipment that has exceeded its normal service life per ASHRAE published guidelines.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain equipment sales and/or services, Carrier may elect to install, attach to Customer equipment, or provide portable, embedded, or remote devices, controllers, gateways, software, firmware, or other digital components (collectively, "Carrier Technology"). All Carrier Technology shall remain the sole and exclusive personal and proprietary property of Carrier or its licensors. No Carrier Technology installed, attached to real property or provided to Customer shall become a fixture of the Customer premises, and Customer shall not acquire any interest, title or equity in any Carrier Technology, including any associated software, firmware, configuration files, processes, analytics, or intellectual property. Where Customer has entered into an active Carrier service contract covering the applicable equipment, Carrier may, in its discretion, install, deploy, modify, update, patch, configure, or replace Carrier Technology, including software, firmware, security components, features, or settings, by remote or over-the-air means, as Carrier deems reasonably necessary or appropriate to support service delivery, cybersecurity, regulatory compliance, system reliability, compatibility, or performance. Such updates may be implemented with or without on-site intervention and may result in temporary interruption of controller communications or functionality. Carrier may, but is not required to, provide advance notice of material updates where practicable. Customer acknowledges and agrees that: (a) such updates do not constitute physical modifications to the Customer equipment; (b) such updates do not expand, modify, or create any service obligations, response commitments, performance guarantees, or warranties beyond those expressly set forth in this Agreement or any applicable written service contract; and (c) Carrier does not warrant or guarantee that any Carrier Technology, update monitoring capability, or analytic output will prevent failures, eliminate downtime, or achieve any particular operational, energy, or performance outcome or ensure regulatory compliance. Carrier Technology, including any monitoring, diagnostics, analytics, alerts, reports, or insights derived therefrom, is provided solely to support Carrier's service delivery and/or Customer's informational use. Carrier Technology does not operate, control, supervise, or manage Customer equipment and does not create any obligation for continuous monitoring, fault detection, dispatch, response, or performance outcomes unless expressly stated in a separate written service agreement. All Carrier Technology, including any updates, enhancements, or modifications, shall remain the proprietary property of Carrier or its licensors. Customer shall not, and shall not permit any third party to extract, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code, underlying structure, or algorithms of any Carrier Technology or related software or firmware.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license with the right to sub-license to its affiliates and suppliers, to Source Data and Telemetry Data for the following purposes (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services and analytics platforms; (iii) improving product performance, operation, reliability, and maintainability; (iv) creation and use of aggregated, anonymized, and de-identified datasets and statistics for benchmarking, development of best practices, and product improvement; (v) the provision and enhancement of Carrier offerings, and (vi) research, statistical, and marketing purposes, and/or in support of Carrier agreements.

For purposes of this Agreement: "Telemetry Data" means machine-generated, sensor-based, controller, or equipment operating data transmitted from Customer equipment or systems, including data related to status, performance, alarms, or operating conditions. "Source Data" shall mean data produced directly from a system, or device and received at a collection point or a central server (including Carrier databases, data lakes, or third-party cloud services) and includes Telemetry Data. Customer acknowledges and agrees that the collection, transmission, processing, or analysis of Telemetry Data and Source Data is informational and advisory in nature and does not constitute operation, control, supervision, or management of Customer equipment, nor does it create any obligation for continuous monitoring, fault detection, dispatch, response, or performance outcomes unless expressly stated in a separate written service agreement.

14. DATA RETENTION AND USE (Service Contracts only) - Customer acknowledges and agrees that Carrier Technology may collect, transmit, and process Telemetry Data and Source Data in connection with the performance of services under this Agreement. Such data may be stored, processed, and used by Carrier and its affiliates in accordance with Section 13 of this Agreement. Telemetry Data and Source Data transmitted to or processed by Carrier may be retained by Carrier in aggregated, anonymized, de-identified, or transformed form as part of Carrier's databases, analytics platforms, historical records, and service improvement processes. Carrier has no obligation to return, provide, export, or make available raw Telemetry Data or Source Data to Customer, except as expressly agreed in writing or required under an applicable Data Processing Agreement with respect to Personal Data. For clarity, upon termination or expiration of this Agreement: (a) Carrier shall have no obligation to delete or return Telemetry Data or Source Data that has been incorporated into Carrier systems, analytics,

15. DATA TRANSMISSION AND CUSTOMER RESPONSIBILITIES - During the term of the Agreement Customer shall (i) ensure that Carrier-provided hardware or devices, if any, remain powered and connected as reasonably required to support the services, (ii) avoid intentional actions that materially impede or block the collection and transmission of Telemetry Data or Source Data by Carrier, and (iii) refrain from intentionally disabling, removing or tampering with Carrier Technology without Carrier's prior express written consent, which shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not, and shall not permit any third party to, extract, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code, underlying structure, logic, models, algorithms, or design of any Carrier Technology, software, firmware, analytics, reports, dashboards, or digital outputs provided or made available in connection with this Agreement. Customer shall not use Telemetry Data, Source Data, analytics outputs, or reports provided hereunder to develop, benchmark, validate, or support competing products or services, or to attempt to replicate Carrier's methodologies, models, or intellectual property. Nothing in this Agreement shall be construed to grant Customer any rights to Carrier Technology or digital outputs except as expressly stated herein.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, collateral, special, punitive, or consequential damages, including but not limited to loss of revenue or profit, recalls, loss of use of equipment or facilities, loss of data, or however so arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation

charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, with the exception of any claims for non-payment, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. In the event of any dispute arising out of or related in any way to this Agreement, Carrier shall be entitled to recover all costs and expenses incurred in enforcing its rights hereunder, whether based in contract, tort or otherwise, including but not limited to all costs and attorney's fees incurred in any such dispute.

23. INTERNATIONAL TRADE COMPLIANCE – Sales and distribution of commodities, materials, hardware, software, services, and technology Customer receives from Carrier pursuant to this Agreement (the "Product") may constitute an export, reexport, or transfer, and such transactions must be conducted in accordance with the export control, trade, and economic sanctions laws and regulations of the government authorities with jurisdiction over such activities, including the European Union and its Member States, the United States, and the United Kingdom (collectively, "Trade Control Laws").

- a. Customer will conduct all activities under this Agreement in compliance with Trade Control Laws.
- b. Customer will not sell, supply, export, reexport, or transfer Products directly or indirectly to: 1. **Belarus, Cuba, Iran, North Korea, Russia, Syria, or the Crimea, Donetsk, Kherson, Luhansk, or Zaporizhzhia regions of Ukraine** or any other region that becomes restricted (each a "Restricted Country"); 2. to an individual or entity that is (i) an individual or entity designated on the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") Specially Designated Nationals ("SDNs") and Blocked Persons List, the U.S. Department of Commerce's Bureau of Industry and Security's Entity List, the European Union's Consolidated List of Sanctions, as well as those of applicable Member States, and the UK Consolidated List; (ii) the Government of a Restricted Country, Venezuela, or Afghanistan, (iii) a person ordinarily resident in, or an entity registered under the laws of, a Restricted Country, (iv) an entity owned or controlled by a party in (i)-(iii), or (v) a person acting on behalf of, or for the benefit of, a party in (i)-(iv) (Parties in subparagraph 2(i)-(v) collectively, a "Denied Party"); 3. for an unauthorized end-use; or 4. in violation of Trade Control Laws.
- c. Customer shall conduct reasonable diligence to verify its customers' or end-users' identity and location and confirm the Products' intended end-use (collectively, "End-User Diligence"). Customer's End-User Diligence must be sufficient to identify and prevent unauthorized transactions, including those involving Restricted Countries and Denied Parties. Customer shall promptly notify Carrier of any transactions involving Restricted Countries and Denied Parties, or other violations of Trade Control Laws with respect to Products or related services.
- d. Notwithstanding any other provision of this contract, Carrier will not provide warranty, repair, replacement, or guarantee services for Products in Restricted Countries, to Denied Parties, or in violation of Trade Control Laws. If Customer extends to its clients any warranty that is broader in scope than the limited warranty provided by Carrier, Customer shall be solely responsible for all costs, expenses, liabilities, obligations, and damages resulting from the extension of such warranty.
- e. Upon request, Customer shall promptly provide Carrier with information about Customer's export of Products, including, without limitation, description, volume, value, Customer and/or end-user, transaction dates, and service details.

- f. Customer represents and warrants that neither it nor its respective directors, officers, employees, or affiliates is a Denied Party or is located, organized, or resident in a Restricted Country.
- g. Carrier can terminate this Agreement effective immediately upon any of the following: 1. Customer becomes a Denied Party; 2. Customer violates Trade Controls or this clause with respect to any of the activities subject to this Agreement; or 3. Carrier reasonably determines that its Trade Control Laws compliance obligations prohibit Carrier's performance (each a "Trade Controls Event"). Termination under this clause shall be deemed a termination for just cause, relieving Carrier of any obligation to make further sales or provide further services (including warranty, repair, replacement, or guarantee services) under this Agreement, or to deliver any Products to Customer.
- h. Customer shall hold Carrier harmless against all liabilities, and, to the extent permitted by Trade Control Laws, indemnify Carrier for all costs, expenses, damages, and losses incurred by Carrier arising from a Trade Controls Event or violation of this section. In no event shall Carrier be liable for any special, incidental, exemplary, or consequential damages, including but not limited to, lost profits, fines, or penalties imposed on Customer by relevant governmental authorities, arising in connection with Carrier's performance under this Agreement, including but not limited to delays, fees, or limitations imposed in connection with Trade Control Laws.

24. CONDITIONS OF SALE – The Customer acknowledges that there are no conditions of sale and all implied conditions of sale are hereby excluded.

25. HAZARDOUS MATERIALS – The Customer is solely responsible for the identification, detection, abatement, encapsulating or removal of asbestos, goods or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria at a Customer site. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may immediately suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated to Carrier's satisfaction. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

26. WASTE DISPOSAL – Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

27. SUPERSEDE, ASSIGNMENT and MODIFICATION – This Agreement, together with any written proposals, order documents, and referenced attachments expressly incorporated herein, constitutes the complete and exclusive statement of the agreement between the Carrier and Customer with respect to the subject matter hereof and supersedes all previous or contemporaneous, oral or written agreements, representations or understandings. Customer may not assign, transfer or delegate this Agreement, in whole or in part, without the prior written consent of Carrier, which consent shall not be unreasonably withheld. Carrier may assign transfer, or delegate this Agreement, in whole or in part, upon written notice to Customer, including, without limitation, to an affiliate, in connection with a corporate reorganization, merger, sale of assets, or to facilitate performance through authorized service providers, subcontractors, suppliers, or digital platforms. Any permitted assignee shall assume the assigning party's obligations hereunder. Carrier may perform its obligations under this Agreement through its affiliates, authorized service providers, subcontractors, suppliers, or digital platforms, provided that Carrier remains responsible for such performance in accordance with this Agreement. No amendment, modification, or waiver of this Agreement shall be binding unless in writing and signed by authorized representatives of both parties. Orders shall be binding upon Carrier only when accepted in writing by an authorized representative of Carrier. **CARRIER'S ACCEPTANCE OF ANY CUSTOMER'S ORDER IS EXPRESSLY CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN AND ANY ADDITIONAL OR CONFLICTING TERMS OR CONDITIONS PROPOSED BY CUSTOMER, WHETHER CONTAINED IN A PURCHASE ORDER OR OTHERWISE, ARE HEREBY REJECTED AND SHALL HAVE NO FORCE OR EFFECT. THE FAILURE OF CARRIER AT ANY TIME TO ENFORCE ANY PROVISIONS OF THIS AGREEMENT SHALL NOT BE CONSTRUED AS A WAIVER OF SUCH PROVISION OR OF CARRIER'S RIGHTS THEREAFTER TO ENFORCE EACH AN EVERY PROVISION OF THIS AGREEMENT**

28. CUSTOMER CONSENT - Customer grants to Carrier and its successors and/or assigns the right to photograph Customer's premises where the equipment and/or services were installed or performed. Customer further grants to Carrier and its successors and/or assigns the right to use those photographs and videos, Customer's name and nature of Customer's relationship with Carrier in all forms of media for Carrier's marketing campaigns including but not limited to press releases, case studies, project profiles, newsletters, social media and promotional brochures.

29. GOVERNING LAW - This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction where work is being performed including all matters of construction, validity, performance and enforcement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and of equal force and effect.

30. INTELLECTUAL PROPERTY - Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property, including Carrier Technology, software, firmware, analytics, algorithms, reports, dashboards, and other deliverables. Carrier grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use any reports, dashboards, or analytics outputs provided hereunder solely for Customer's internal business purposes during the term of this Agreement. No other license or rights are granted by implication or otherwise. Customer shall not copy, modify, distribute, publish, sublicense, sell, lease, or otherwise exploit any Carrier intellectual property or deliverables, except as expressly permitted in this Agreement or a separate written agreement executed by the parties. For clarity, Telemetry Data, Source Data, analytics outputs, and other informational or advisory materials do not convey to Customer any ownership interest in Carrier intellectual property and do not grant Customer any rights to Carrier's underlying software, firmware, models, algorithms, or methodologies.

31. DATA PRIVACY - To the extent Carrier processes Personal Data (as defined in the applicable Data Processing Agreement) in connection with the performance of this Agreement, such processing shall be governed exclusively by the Data Processing Agreement entered into between Customer and Carrier (or the applicable Carrier affiliate) (the "DPA"), which is incorporated herein by reference. Each party shall comply with its respective obligations under applicable data protection and privacy laws, including, where applicable, the Canadian Personal Information Protection and Electronic Documents Act (PIPEDA), provincial privacy laws, the General Data Protection Regulation (GDPR), and the California Consumer Privacy Act (CCPA), as amended. Except as expressly set forth in the DPA, nothing in this Agreement shall be interpreted to modify, expand, or limit either party's rights or obligations with respect to the processing of Personal Data. In the event of any conflict or inconsistency between this Agreement and the DPA, the DPA shall control solely with respect to the processing of Personal Data. Carrier's processing of non-personal, machine-generated, telemetry, operational, or aggregated data is governed by Sections 12 and 13 of this Agreement and is not subject to the DPA.

32. FACTORY ACCEPTANCE TESTS AND INSPECTIONS - The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

33. LANGUAGE - The parties agree that it is their expressed wish that this Agreement and all related documents be drawn up in the English language. *Les parties conviennent que c'est leur volonté expresse que ce contrat et tous documents s'y rapportant soient rédigés en langue anglaise.*

34. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS - Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this

Agreement. The prices of services performed and/or equipment purchased under this Agreement are subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

35. OCCUPATIONAL HEALTH & SAFETY (Service Contracts Only) - Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of any applicable occupational health and safety regulation or mandate relating in any way to the performance of work under this Agreement, the project or the job site. Customer shall immediately notify Carrier of any incident (including but not limited to, injury, illness, spill/release or near miss) that did or could have impacted a Carrier employee or contractor, and shall provide Carrier with such information as Carrier may reasonably request in order to permit Carrier to assess and meet its compliance requirements.

36. ANTI-DISCRIMINATION POLICY - The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:
https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

37. EQUIPMENT RENTALS - If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions - Rental, available at
<https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.

38. ADDITIONAL TERMS AND CONDITIONS - DIGITAL PLATFORMS (ABOUND™ AND I-VU® CLOUD) - If this Agreement includes access to, or a subscription for any Carrier-provided digital, cloud based, analytics, monitoring, building automation, or advisory platforms, including without limitation the Abound™ and/or i-Vu® Cloud (collectively, "Digital Platform Services"), Customer's access to and use of such Digital Platform Services shall be governed exclusively by the Customer Subscription Agreement entered into between Customer and Carrier (or the applicable Carrier affiliate), together with the applicable Product Appendix describing the specific Digital Platform Services purchased (collectively, the "Digital Platform Subscription Agreement"), as expressly referenced in the applicable order form or statement of work. The Digital Platform Services are digital, cloud-based software, analytics, visualization, and advisory services only. The Digital Platform Services do not operate, control, repair, maintain, supervise, or manage Customer equipment, building automation systems, facilities, or operations, and do not create any obligation for continuous monitoring, fault detection, dispatch, response, alarm management, or performance outcomes unless expressly stated in a separate written service agreement executed by the parties. This Agreement governs solely the sale of equipment and/or the performance of physical services, if any, by Carrier. In the event of any conflict or inconsistency between this Agreement and the Digital Platform Subscription Agreement, the Digital Platform Subscription Agreement shall control solely with respect to the Digital Platform Services, including digital functionality, analytics, data processing, service levels, availability commitments, intellectual property, cybersecurity obligations, and data rights applicable to the Digital Platform Services. This Agreement shall not be interpreted to expand, modify, or create any digital service obligations beyond those expressly set forth in the Digital Platform Subscription Agreement. For clarity, any installation, commissioning, maintenance, repair, monitoring, response, or other physical services that may be referenced, enabled, visualized, or supported by the Digital Platform Services are governed exclusively by a separate written service agreement, if any, and are outside the scope of the Digital Platform Subscription Agreement.