

TERMS OF USE

Effective Date: October 01, 2024

These Terms of Use ("Terms"), together with the Privacy Notice, permit Permitted Users to use the Services (as defined below) and set forth the basic terms for use of the Services.

1 DEFINITIONS

Capitalized words used herein and not otherwise defined shall have the meanings ascribed to them in these Terms.

- a) **"Agreement"** means the Master Services Agreement, SaaS Agreement, SOW and/or other governing agreement between Customer and Automated Logic Corporation d/b/a Carrier Abound (together with its affiliates, **"Carrier Abound"**).
- b) **"Customer"** means the legal entity that has entered into an SOW to use the Services subject to the Agreement between Customer and Carrier Abound.
- c) **"Customer Data"** means any data of any type that is submitted to the Services by or on behalf of Customer, including but not limited to data submitted, uploaded or imported to the Services by Customer or Permitted Users (including from Third Party Platforms).
- d) **"Customer Facility"** means a location identified in the SOW where the Services will be employed.
- e) **"Data Privacy Laws"** means applicable national, federal, state and provincial laws relating to data privacy, the protection of personal information or data, and the cross-border transfer of personal information or data, including, without limitation, the California Consumer Privacy Act ("**CCPA**"), California Privacy Rights Act ("**CPRA**"), and the laws and regulations of the European Union member states under the General Data Protection Regulation ("**GDPR**") and any law or regulation that may be enacted to implement, supplement, extend or replace any of the foregoing.
- f) **"Dashboard"** means the Abound™ One dashboard, an account-specific dashboard created by Carrier Abound for its end customers to improve their overall user experience by providing an executive overview of program performance and outcome, and any other web based digital user interface in the form of a dashboard delivered to Customer and described in the Agreement or any SOW.
- g) **"Documentation"** means the technical user documentation provided with the Services, including without limitation printed materials and "online" or electronic documentation.
- h) **"Permitted User"** means an employee, contractor, or other individual authorized by Customer to access the Services.
- i) **"Personal Information"** means any information relating to an identified or identifiable natural person ("**Data Subject**"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- j) **"Platform"** means the Abound Insights platform, an artificial intelligence and internet of things platform that offers predictive insights, prescriptive recommendations and autonomous actions to optimize equipment performance and building operations, and

any other web based digital user interface in the form of a platform delivered to Customer and described in the Agreement or any SOW.

- k) **"Privacy Notice"** means the Privacy Notice available at <https://www.corporate.carrier.com/legal/privacy-notice/> and as may be amended from time to time by Carrier Abound or its affiliates.
- l) **"Sensitive Personal Information"** means any of the following: (i) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards ("**PCI DSS**"); (ii) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act ("**HIPAA**"); or (iii) any other Personal Information of a Data Subject deemed to be in a "special" or similar category as identified in applicable Data Privacy Laws.
- m) **"Services"** means the Platform, the Dashboard and any other digital product(s) that accompany these Terms or are otherwise described in the Agreement or any SOW, including without limitation online content, mobile applications for content delivery, associated media, and Documentation.
- n) **"Service Level"** means the quantitative performance standards for the Services, as further specified in the Agreement or any Service Level Agreement.
- o) **"Service Level Agreement"** means the service level agreement applicable to the Services as may be provided by Carrier Abound and amended from time to time.
- p) **"Service Security Standards"** means the security settings applicable to the Services as may be provided by Carrier Abound and amended from time to time.
- q) **"SOW"** means a mutually accepted, formal, transaction document, such as a Scope of Work, quote, the invoice, or an order form, as applicable, that includes some or all of the following information: the name of the Customer, Customer's address and billing information, the length of the term (if applicable), the fees due from Customer, the maximum number of Permitted Users authorized to access and use the Services, if applicable, and any maintenance and support being purchased (if applicable).
- r) **"Third Party Platforms"** means any software, software-as-a-service, data sources or other products or services not provided by Carrier Abound that are integrated with or otherwise accessible through the Services.

2 SERVICES

- 2.1 **General.** The Services may include sets of packaged insights and actions in workflows (Predictive Actionable Insights (PAI)), designed to achieve the equipment objectives and optimize processes around their operations and maintenance. The insights are provided as recommendations along with urgency, resolution methodology, benefit indicators for each asset category available in the Platform. Along with the recommendations the PAI also contain a set of indices which are graphical representation of the insights. The recommendations, indices and associated data are provided in different visualizations and user interfaces through the Platform. They also include facility to add feedback and actions taken for each insight including repairs carried out and parts replaced in a simplified user friendly manner. All this information is available to the Permitted Users in a summarized form to refer, manage, utilize and benefit in their business processes. The Services do not include any aspects of the Platform that Permitted User is not granted access to by Carrier Abound. The Services are intended to assist users in their comfort, maintenance and/or energy management processes. The Services do not substitute for engineering judgment

or experience.

- 2.2 **Access to the Services.** Customer and its Permitted Users may access and use the Services solely for Customer's benefit and in accordance with the terms and conditions of Customer's Agreement, these Terms and the Documentation and any scope of use restrictions designated in the applicable SOW. Use of and access to the Services is permitted only by Permitted Users. Permitted Users shall keep any API keys, user ID and password information strictly confidential and not share such information with any unauthorized person. User IDs are granted to individual, named persons and may not be shared.
- 2.3 **General Restrictions.** Permitted Users shall not: (a) make the Services available to anyone other than Permitted Users; (b) sell, resell, rent, lease, provide access to or sublicense the Services to a third party; (c) interfere with or disrupt the integrity or performance of the Services or any content contained therein; (d) attempt to gain unauthorized access to the Services or the underlying systems or networks; (e) use the Services or data derived therefrom to provide, or incorporate the Services into, any unauthorized product or service provided to a third party, or to create a competing offering; (f) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Services, except to the extent expressly permitted by applicable law (and then only upon advance notice to Carrier Abound); (g) circumvent any technical limitations in the Services that limit or restrict access to or use of Services or any content, file, or other work, except as expressly permitted by applicable law notwithstanding this limitation; (h) degrade, impede access, copy or modify the Services or any Documentation, or create any derivative work from any of the foregoing; (i) remove or obscure any proprietary or other notices contained in the Services; (j) publicly disseminate information regarding the performance of the Services; (k) use any Carrier Abound or other third party name or trademarks referenced in the provision of the Services in any manner without Carrier Abound's written consent; or (l) use the Services in any manner outside of its intended purpose.
- 2.4 **Third Party Platforms.** Permitted User acknowledges that portions of the Services may include software programs that are distributed by Carrier Abound pursuant to the terms and conditions of a license granted by the copyright owner of such software programs and which governs Permitted User's use of such software programs. Permitted User's use of such Third Party Platforms in conjunction with the Services in a manner consistent with these Terms is permitted, however, Permitted User may have other rights or obligations under the applicable license for Third Party Platforms and nothing contained herein is intended to impose restrictions or limitations on Permitted User's use of the Third Party Platforms differently than as provided for such Third Party Platforms being used. The disclaimer of warranties and limitation of liability provisions in these Terms applies to all of the Services, including Third Party Platforms included in the Services. Further information may be obtained by contacting Carrier Abound.

3 DATA RIGHTS

- 3.1 **Permitted User Data.** The Services contain graphical and textual views of key metrics and performance indicators of the engagement between Customer and Carrier Abound. Permitted User is responsible for any Permitted User Data submitted or contributed to the Services, and Permitted User is fully responsible for such content and Permitted User's use of such content, including without limitation its legality, reliability, accuracy, and appropriateness.

- 3.2 **Rights in Permitted User Data.** Permitted User will retain all right, title and interest in and to the Permitted User Data as provided to Carrier, and hereby grants to Carrier Abound and its affiliates a non-exclusive, perpetual, sub-licensable, irrevocable and worldwide, royalty-free right and license to receive, host, store, analyse, process, enhance, copy, transmit, modify, create derivative works of, maintain, display or otherwise use the Permitted User Data to provide the Services in accordance with this Agreement.
- 3.3 **Aggregated Data.** Subject to these Terms, Permitted User acknowledges and agrees that Carrier Abound monitors Permitted User's use of the Services and collects, logs, and aggregates usage statistics and usage data as part of the normal operation of the Services ("Aggregated Data"). Carrier Abound and its affiliates may use Aggregated Data for any business purpose during or after the Term of the Agreement, including but not limited to (i) improve the Services, (ii) produce and share aggregated insights from the usage statistics or usage data, or (iii) compare usage and adoption rates of Customers and other organizations as long as the Aggregated Data is anonymized or de-identified. For the avoidance of doubt, Customer Data does not include Aggregated Data, and Carrier Abound will only disclose or provide Customer Data or Customer's or Permitted Users' identities to third parties in accordance with the Agreement and Carrier Abound's privacy and data usage policies, and Carrier Abound shall own all right, title and interest in and to Aggregated Data, the usage statistics and usage data including without limitation all intellectual property rights therein.

4 DATA PRIVACY AND SECURITY

- 4.1 **Processing of Personal Information.** Permitted User acknowledges and agrees that in the execution and the administration of the Services, Personal Information of Permitted User will be collected and processed, and that where Permitted User provides Carrier Abound with any Personal Information for such purpose, Personal User will ensure that it has the legal right to do so. Where Carrier Abound processes Personal Information in relation to providing the Services, it will do so in accordance with the Privacy Notice.
- 4.2 **No Sensitive Personal Information.** Permitted User specifically agrees not to use the Services to collect, store, process or transmit any Sensitive Personal Information. Permitted User acknowledges that Carrier Abound is not a Business Associate or subcontractor (as those terms are defined in HIPAA) or a payment card processor and that the Services are neither HIPAA nor PCI DSS compliant. Carrier Abound will have no liability for Sensitive Personal Information, notwithstanding anything to the contrary herein.
- 4.3 **Security.** Carrier Abound agrees to use commercially reasonable technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of any Customer Data, as further described in Carrier's Service Security Standards, if applicable. However, as the Services is to be provided over the internet, Carrier Abound will have no responsibility for errors in transmission, unauthorized third party access, or interruptions due to a failure of third party communication technologies or any other causes beyond Carrier Abound's control.

5 PROPRIETARY RIGHTS

- 5.1 **Reservation of Rights.** Permitted User acknowledges that it is obtaining only a limited and revocable right and license to access and use the Services. The Services are licensed, not sold. As between the parties, the Services (including without limitation, any updates,

upgrades, modifications, customizations, and improvements thereto) and all intellectual property rights therein, are and will remain the sole property of Carrier Abound and/or Carrier Abound's affiliates, partners, suppliers and licensors, and that irrespective of any use of the words "purchase", "sale" or like terms in any agreement no ownership rights are being conveyed to Customer and its Permitted Users under these Terms of Use with respect to the Services. Customer's, and any Permitted User's, access and use of the Services does not transfer to Customer, any Permitted User, or any third party any rights, title, or interest in or to such intellectual property rights. Carrier Abound and its affiliates, partners, suppliers and licensors reserve all rights not expressly granted to Customer or Permitted Users. Carrier Abound owns all non-personal data and information collected in connection with the use of Services and any associated software or hardware, and all data associated with the interaction of such Services, software and hardware with the Permitted User's systems, products, software and hardware.

- 5.2 **Suggestions.** Permitted User may choose to, or may be invited to submit, comments, suggestions, or ideas about the Services, including how to improve the Services ("**Feedback**"). Permitted User agrees that Feedback submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place Carrier Abound under any fiduciary or other obligation. Carrier Abound may use, copy, modify, publish, or redistribute Feedback and its contents for any purpose. Carrier Abound shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual right and license to use, copy, modify, publish, or redistribute Feedback and its contents for any purpose, including the right and license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other Feedback provided by Customer and its Permitted Users relating to the Services. Permitted User waives all moral rights Permitted User may have in the Feedback. Permitted User also agrees that Carrier Abound does not waive any rights to use similar or related ideas previously known to Carrier Abound, developed by its employees, or obtained from other sources.

6 TERM AND TERMINATION

Term. Permitted User shall only have access to the Services while Customer's Agreement remains valid. Carrier Abound reserves the right to terminate Permitted Users' access to the Services any time Carrier Abound reasonably believes that Permitted User is not acting in good faith or in compliance with these Terms.

7 WARRANTY DISCLAIMER

- 7.1 **Warranty Disclaimer.** CARRIER ABOUND MAKES NO WARRANTIES TO OR FOR PERMITTED USERS. ALL SERVICE, SUPPORT, AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS". NEITHER CARRIER ABOUND NOR ITS AFFILIATES, PARTNERS, SUPPLIERS OR LICENSORS MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. CARRIER ABOUND DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES CARRIER ABOUND WARRANT THAT IT WILL REVIEW THE CUSTOMER DATA FOR ACCURACY OR THAT IT WILL MAINTAIN THE CUSTOMER DATA WITHOUT LOSS OR CORRUPTION. ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT PERMITTED

USER'S OWN DISCRETION AND RISK, AND PERMITTED USER IS SOLELY RESPONSIBLE FOR ANYTHING THAT RESULTS FROM SUCH USE, INCLUDING BUT NOT LIMITED TO DAMAGE TO PERMITTED USER'S COMPUTER SYSTEM OR OTHER HARDWARE. IN ADDITION, PERMITTED USER SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO OR INCOMPATIBILITY WITH ANY THIRD PARTY DEVICE WHICH PERMITTED USER CONNECTS TO THE PRODUCTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY PERMITTED USER FROM CARRIER ABOUND OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY WHETHER EXPRESS OR IMPLIED. CARRIER ABOUND SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, THIRD PARTY PLATFORMS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF CARRIER ABOUND.

- 7.2 **Exclusions.** The information provided pursuant to the Services is general in nature and should not be considered medical, legal, insurance or any other professional advice. In all cases you should consult with professional advisors familiar with your particular factual situation before making any decisions. In no event will Carrier Abound in any way whatsoever, be liable to you, or anyone else, for your use of the information provided pursuant to the Services, or for any decision(s) made or action(s) taken in reliance upon the information provided pursuant to the Services.

8 LIMITATION OF LIABILITY AND DAMAGES

- 8.1 **Damages Waiver.** Under no circumstances shall Carrier Abound or its affiliates, partners, suppliers or licensors be liable for any indirect, incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, loss of data, failure of security mechanism, interruption of business, or economic damages howsoever arising.
- 8.2 **Liability Cap.** To the extent permitted by law, Carrier Abound's and its affiliates' aggregate liability for any reason, whether in contract, tort (including negligence), breach of statutory duty or otherwise, will be limited to the total amount paid and payable by the Customer to Carrier Abound for the Services in the 12 month period preceding the commencement of the event or events.

9 GENERAL PROVISIONS

- 9.1 **Modifications.** Permitted User acknowledges and agrees that Carrier Abound may modify these Terms of Use at any time and continued use of the Services after Carrier Abound releases a change to the Terms of Use shall constitute acceptance and agreement to such modified Terms of Use. These Terms of Use apply to any updates to the Services as well as any applications (if any) used to access the Services that Carrier Abound may, in its sole discretion, provide or make available ("**Update**"). From time to time, Carrier Abound may, without additional notification, automatically "push" or deliver an over-the-air Update to Customer's and/or Permitted Users' mobile phone, tablet, laptop, desktop, or other computing device via a cellular or internet connection ("**Automatic Update**"). You acknowledge and agree that Automatic Updates may occur at Carrier Abound's sole discretion, that Customer's continued use of the Services may be conditioned upon your acceptance of Automatic Updates, and that you consent to Automatic Updates by acceptance of these Terms. If Carrier Abound provides additional terms along with an

Update, those terms will apply to the Update. If Carrier Abound provides you an Update, Carrier Abound may, at its sole discretion, require you to use the Update version and cease use of earlier versions. Carrier Abound reserves the right to update, modify or discontinue any product or service made available to you through use of the Services.

- 9.2 **Governing Law and Forum.** These Terms of Use shall be interpreted in accordance with the plain English meaning of its terms and the construction thereof shall be governed by the laws in force in the State of New York, USA without regard to conflicts of law principles, except that Sections 5-1401 and 5-1402 of the New York General Obligations law will apply and except that the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980, as amended to date, will not apply. The state and federal courts located in New York City, NY shall have exclusive jurisdiction to adjudicate any dispute.
- 9.3 **Severability.** If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.