CONNECTED SERVICES TERMS OF SERVICE

These Connected Services Terms of Service ("Connected Services Terms") apply to provision or performance of Connected Services by Trane or its affiliate (herein "Company") to the user, beneficiary, and/or owner (herein "Customer").

These Connected Services Terms supplement, and are incorporated into, the applicable proposal, order, subscription agreement, online marketplace terms, subscription activation terms, service agreement, terms and conditions of sale applicable to Customer's purchase, or other written or electronic agreement between Company and Customer under which the Connected Services are provided (the "Agreement"). The terms and conditions of sale and these Connected Services Terms are intended to be complementary and construed as a whole. In the event of a conflict or inconsistency, the applicable commercial agreement controls with respect to commercial terms, including scope, term, fees, renewal, cancellation, service levels, and support commitments, and these Connected Services Terms control with respect to subject matter specific to the Connected Services, except to the extent expressly stated otherwise in the Agreement.

1. Access Grant to Company. Customer hereby grants to Company the right to access, monitor, control and use Customer's equipment, products, controls, systems, and system elements, including, but not limited to, building automation systems ("BAS"), HVAC equipment, thermostats, meters, and loggers (each a "Connected System") and associated network, network infrastructure, telephone line, modem, Ethernet connection, 4G/LTE modem, and other communication equipment ("Communication Systems" and, together with Connected Systems, "Systems") to perform any of the following activities in connection with Connected Services: (i) view, collect, extract, transmit, process, and use data relating to the performance and condition of Connected Systems ("System Data") and Customer's account information (together, "Customer Data"); (ii) diagnose, operate, modify, repair, and service Connected Systems, as requested by Customer; (iii) provide Customer access to and use of digital products, software-as-a-service offerings, cloud-based applications, and related services, including those provided pursuant to a subscription agreement, such as, but not limited to, Trane AI Control, ARIA services, Cloud BMS, Trane Cloud Analytic Tiers, Trane Maintenance Management, the remote monitoring and other cloud-based services provided under the Connected Mechanical Service Agreement (CMSA) and Connected Building Service Agreement (CBSA), Trane intelligent services, Tracer™ Synchrony, Tracer™ Ensemble Cloud, Energy Assessment, Active Monitoring, Building Performance, and Energy Performance; (iv) perform statistical or other analyses for its own purposes or on behalf of Customer, including, without limitation, analyses, histories, and trends based on metrics relating to engineering, failure, warranty, energy, predictive, service, and product usage; (v) install patches, bug fixes, updates, and other modifications ("Updates"); (vi) back up and/or restore Customer Data; (vii) investigate Security Incidents (as defined in the "Security" section below); (viii) verify compliance with these terms and any other terms applicable to the Connected Services, and (ix) perform other functions reasonably required to provide the contracted services and comply with applicable laws and regulations. Company's obligation to provide any particular Connected Services is limited to the products, subscriptions and services purchased by Customer under the Agreement, and any electronic monitoring Company performs is undertaken solely to enable Company to collect System Data and perform any analysis included in the Connected Services.

2. Systems. If Customer has purchased any Connected Services, Customer shall ensure that the Systems are made available, maintained, installed, and configured for the Connected Services and that Customer Data is available for collection. Company may provide Customer with recommended System elements, configurations, installations, and security measures. Customer acknowledges that the Connected Services do not include support of Customer's computer hardware, internet browsers, or Communication Systems. Company shall have no liability for (i) losses or the inability to perform due to malfunctioning or unavailable Systems, including any telephone line, Ethernet connection, modem, network, internet, or other transmission mode that is not operating, has been cut, interfered with, or otherwise damaged, or cannot acquire, transmit, or maintain a connection; (ii) Customer's failure to comply with Company recommendations in writing; (iii) the failure to identify performance issues with the Systems or recommend corrective action to Customer; or (iv) any adverse impact to the Systems or Customer's communications infrastructure. Where Customer becomes aware in the ordinary course that Customer Data is not being collected, Customer is responsible for requesting support through the local Company office.

3. Users. Customer may be required to designate User(s) for purposes of accessing certain Connected Services. Customer shall use commercially reasonable efforts to ensure Users maintain the confidentiality and robustness of access

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credentials and keep passwords regularly updated. Customer is solely responsible for User actions with regard to access to or use of the Connected Services, including from devices and workstations that interface with Connected Services, whether such actions are authorized by Customer. Customer shall designate a System Administrator to manage Users' access, including adding and removing Users. The System Administrator shall ensure that multiple Users do not share access credentials. Customer shall promptly notify Company of any unauthorized use of any user name or password. Company has the right to terminate or suspend access to the Connected Services at any time if Company believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the Connected Services, Confidential Information, or Company's network.

4. Acceptable Use; Restrictions. Customer shall not, and shall not permit any User or third party to: (i) access or use the Connected Services for any unlawful, fraudulent, infringing, harmful, or unauthorized purpose; (ii) store, transmit, introduce, or permit the introduction of any virus, malware, ransomware, worm, Trojan horse, time bomb, corrupted file, or other malicious code or harmful component into or through the Connected Services or any related Systems, networks, or environments; (iii) interfere with or disrupt the integrity, security, availability, or performance of the Connected Services or any related Systems, networks, or environments; (iv) attempt to gain unauthorized access to the Connected Services or any related account, system, network, data, or environment; (v) copy, sell, resell, rent, lease, sublicense, distribute, make available, transfer, or otherwise exploit the Connected Services or any rights in the Connected Services except as expressly permitted in the applicable written agreement; (vi) modify, adapt, translate, or create derivative works of the Connected Services; (vii) decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code, underlying ideas, algorithms, structure, or organization of the Connected Services, except to the extent such restriction is prohibited by applicable law; or (viii) use the Connected Services to build or support a competing product or service or to copy any features, functions, graphics, interfaces, or other elements of the Connected Services.

5. Availability. Customer acknowledges that the availability, use, and reliability of the Connected Services, in whole or in part, may depend on Communication Systems and third-party product vendors and service providers, including, without limitation, internet service and telecommunications provider(s) ("Third-Party Vendors"). Customer also acknowledges that Company has no control over the reliability of Third-Party Vendors. Customer acknowledges and agrees that Company shall not be held liable whatsoever for losses or service, delivery, or performance failures attributable in whole or in part to Third-Party Vendors' outages or system failures. Interruption of external internet or network communications for more than 24 hours may result in loss of data and degradation of service levels, and interruptions may include failed packet transmission or receipt, congestion, downtime, routing issues, or instability of signal quality.

6. Intellectual Property; Reservation of Rights. Company and its licensors retain all right, title, and interest in and to the Connected Services, including all software, applications, platforms, interfaces, APIs, algorithms, analytics, models, tools, dashboards, reports, documentation, formats, know-how, processes, methods, inventions, improvements, updates, derivatives, and other technology used to provide or made available through the Connected Services. Subject to Customer's compliance with these terms and the applicable Agreement, and during the applicable subscription or service term, Company grants Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to access and use the Connected Services solely for Customer's internal business purposes. Except for the limited rights expressly granted in these terms or the applicable written agreement, no rights are granted to Customer or any User by implication, waiver, estoppel, or otherwise. Customer retains ownership of Customer Data, subject to the rights and licenses granted to Company under these terms or the applicable written agreement. Company may be the holder of trade secrets contained in or derived from data accessible from a connected product or generated during operation of the Connected Systems.

7. Customer Data. All Customer Data shall be owned by Customer. Customer hereby grants to Company an irrevocable, perpetual, nonexclusive, worldwide, royalty-free, sublicensable, and transferable right to process, reproduce, modify, display, distribute, prepare derivative works, and otherwise use Customer Data to perform the Connected Services and to offer, market, and recommend Company's products and services to Customer, subject to the limitations applicable to Confidential Information and any mandatory rights applicable under Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 (the "Data Act"). System Data may include temperature data; pressure data; flowrate data; electrical data including voltage, current, consumption, and frequency; operational data including run-hours, operation mode, and status; desired temperature setpoints; environmental ambient temperature and humidity levels; and maintenance schedules and diagnostic information. Data types may include analog data formatted as floating

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points and binary data formatted as integers, and such data generally are not real-time but time stamped and sent periodically. Customer warrants to Company that its provision of Customer Data will not infringe upon the intellectual property rights or other legal rights of any person and will not breach any applicable law or regulation. Company shall not publicly disclose such data in any way that identifies Customer as the source of the Customer Data without Customer's prior written consent. Upon Customer's written request, Company will endeavor to provide Customer with a copy of Customer Data to the extent then available. Customer acknowledges and accepts that Company does not guarantee the availability of Customer Data except to the extent non-excludable rights apply under the Data Act or other mandatory applicable law.

8. **Privacy**; Account Administration Data. In providing the Connected Services, Company will comply with applicable law and the Trane Data Protection and Privacy Policy, available at https://www.tranetechnologies.com/privacy-policy.html and incorporated herein by reference ("Privacy Policy"). The Privacy Policy is subject to change at Company's discretion, provided that such changes will not result in a material reduction in the level of protection for Customer Data during the period for which Connected Services fees have been paid. Customer acknowledges that Company may collect and process limited personal data relating to Customer personnel and authorized Users, such as names, business contact information, usernames, roles, access credentials, authentication data, usage logs, access logs, support communications, and similar account-administration information, to provide, administer, secure, support, monitor, and improve the Connected Services; manage user accounts and access; communicate service, security, and administrative notices; comply with applicable law; and exercise Company's rights and obligations under the applicable agreement. Customer shall not provide sensitive personal data or personal data not reasonably required for the Connected Services unless expressly agreed by Company in writing. Company will process such personal data in accordance with applicable law and the Privacy Policy. The Security Addendum applies to the security controls for Connected Services and Customer Data, but does not limit Company's ability to process limited account-administration personal information as described in these Connected Services Terms and the Privacy Policy.

9. **Access, Availability, and Changes**. The following additional terms apply to the Connected Services, including any Connected Services provided through a cloud-based, hosted, web-based, mobile, remote access, dashboard, analytics, reporting, API, integration, or similar digital environment: (a) Customer's right to access and use the Connected Services applies only during the applicable subscription, service term, or other period expressly stated in the applicable Agreement, and Company may suspend, deactivate, or terminate access to the Connected Services, in whole or in part, upon expiration, cancellation, or termination of the applicable Connected Services; nonpayment; loss of required connectivity, system access, site access, credentials, permissions, data availability, or other prerequisites for the Connected Services; security, legal, safety, operational, or technical risk; Customer's breach of these terms or any other terms applicable to the Connected Services; or as otherwise permitted by applicable terms; (b) unless expressly stated in the applicable Agreement, service level agreement, or product documentation signed or accepted by Company, Company does not provide, and Customer is not entitled to, any uptime commitment, service level, service credit, response-time commitment, data retention commitment, data export commitment, backup commitment, support commitment, or other performance commitment; (c) Customer may access or export Customer Data only through the standard functionality, tools, reports, interfaces, or other features made available by Company for the applicable Connected Services, if any, and, except as expressly stated in the applicable Agreement, product documentation, Security Addendum, or other written or electronic agreement, Company does not guarantee the availability, retention, backup, restoration, or exportability of Customer Data; (d) where the Data Act applies, Customer may access, retrieve, or, where relevant, request erasure of System Data in accordance with Articles 3 and 50 of the Data Act, and upon termination may request that Company switch exportable data and digital assets to another data processing service provider, switch them to on-premises information and communications technology infrastructure, or erase them, subject to any applicable two-month notice period, mandatory maximum transitional period of 30 calendar days, technically justified alternative transitional period not exceeding seven months, and minimum 30 calendar day retrieval period required by the Data Act; (e) Company will provide reasonable assistance to Customer and any third party authorized by Customer in a Data Act switching process, act with due care to maintain business continuity, provide clear information concerning known continuity risks, and maintain a high level of security during transfer and retrieval, in each case to the extent required by the Data Act; (f) exportable data and digital assets generally include the System Data categories described in the "Customer Data" section, but Company may refuse or limit access to data to the extent permitted under the Data Act where Company, as trade secret holder, can demonstrate that disclosure is highly likely to cause serious economic damage, including with respect to alarm and fault codes, efficiency

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data such as Coefficient of Performance ("COP") and Energy Efficiency Ratio ("EER"), desired pressure setpoints, and maintenance service history, provided that any exemption does not impede or delay a switching process in violation of the Data Act; (g) switching charges incurred by Company on behalf of Customer based on charges from providers of data processing services may be passed through to Customer to the extent permitted by the Data Act; (h) Customer has the right to lodge a complaint under Article 38 of the Data Act if Customer determines that its rights have been infringed; (i) Company may modify, update, patch, enhance, replace, discontinue, deprecate, or remove features, functionality, applications, interfaces, integrations, APIs, tools, components, or versions of the Connected Services from time to time and is not obligated to maintain or support any prior versions, configurations, integrations, APIs, features, or functionality unless expressly stated; (j) for APIs or integrations made generally available by Company, Company may provide lifecycle periods, migration paths, support windows, backwards compatibility periods, or deprecation schedules in product documentation or notices, and Customer is responsible for making timely changes needed to continue using supported versions, methods, APIs, integrations, or configurations; (k) Company will use commercially reasonable efforts to provide notice of material changes to or discontinuation of generally available core functionality where practicable, but changes required for security, legal, regulatory, third-party dependency, end-of-life, technical, or operational reasons may be made without advance notice, and Customer's sole and exclusive remedy for any material change or discontinuation is any termination or refund right expressly stated in the applicable Agreement, if any; (l) Customer acknowledges that its purchase of any Connected Services is not contingent on the delivery of any future functionality, features, integrations, APIs, updates, products, or services, or on any oral or written public or private statements regarding any future functionality, features, integrations, APIs, updates, products, or services; and (m) Connected Services may be subject to usage, entitlement, technical, storage, user, site, equipment, API, alert, notification, or other limits stated in the Agreement, product documentation, product interface, or other notice made available by Company, and Company may monitor usage and enforce such limits, including by limiting, suspending, or conditioning access to affected features or functionality.

10. Customer Materials. If any Connected Services permit Customer, Users, or persons acting on their behalf to upload, submit, transmit, or otherwise make available prompts, files, floor plans, images, documents, content, data, instructions, or other materials ("Customer Materials"), Customer is responsible for all rights, permissions, legality, accuracy, quality, and appropriateness of Customer Materials. Customer grants Company the rights necessary to process, use, reproduce, modify, display, transmit, and create derivative works of Customer Materials to provide, administer, secure, support, and improve the Connected Services and exercise Company's rights and obligations under the applicable agreement. Customer shall not provide Customer Materials containing sensitive personal data or personal data not reasonably required for the Connected Services unless expressly agreed by Company in writing.

11. Customer Decisions; Use of Connected Services. Customer acknowledges that Connected Services, including any analytics, diagnostics, recommendations, alerts, reports, optimization, or other outputs, are intended to support Customer's operation, maintenance, and evaluation of equipment and building systems and are not a substitute for Customer's own judgment, expertise, inspections, maintenance practices, professional advice, or responsibility for the operation, safety, performance, design, servicing, or suitability of Customer's equipment, building systems, facilities, or operations. Customer is responsible for the accuracy, completeness, and availability of information, data, configurations, access, and instructions provided by or on behalf of Customer. To the extent AI-enabled services addendum or product-specific AI terms apply to a Connected Service, those terms control with respect to that Connected Service in the event of conflict. To the extent any Connected Service includes AI-enabled functionality, the AI Enabled Services Addendum, product-specific AI terms, or other applicable AI terms govern the allocation of responsibilities for compliance with AI-specific laws and regulations, including Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 (the "AI Act"), as applicable, and Company is not responsible for Customer's deployment context, use case, reliance on outputs, or downstream compliance obligations except to the extent expressly stated in those AI-specific terms.

12. Disaster Recovery; Business Continuity. Company may maintain disaster recovery and business continuity measures for the Connected Services as described in the Security Addendum, applicable product documentation, or other written or electronic agreement. Unless expressly stated in the applicable Agreement, Company does not guarantee any specific recovery time, recovery point, backup frequency, data restoration, alternate hosting environment, or continued availability of the Connected Services. If Company experiences a problem with the Connected Services, Company may use an alternative hosting environment or other workaround, and Customer acknowledges that data, connectivity, integrations, IP addresses, domain names, or data collection may be unavailable, delayed, incomplete, or changed during such period.

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13. Company Provided Telematics Connectivity and Other Communications Modes.

13.1. Telematics Device. Certain Connected Systems may be connected to a Company-provided cellular modem (a "Telematics Device") that enables the Connected Systems to communicate with Company's Connected Services infrastructure for provision of the Connected Services or other remote monitoring, diagnostics, repair, control and similar connected features. Where applicable, Connected Services may also use Customer-provided telephone lines, analog modem facilities, Ethernet connections, network infrastructure, or 4G/LTE modem facilities to transmit System Data.

13.2. Data Transmission and Use. When activated, the Telematics Device collects and communicates equipment and building system data (e.g., status, alarms, runtime, fault codes, sensor readings, configuration parameters, and performance metrics) for associated Connected Systems. The Telematics Device may also collect cellular modem and connectivity metadata (e.g., device IDs, timestamps, connection data, sensed environmental parameters, geolocation). Company, its affiliates, and its providers use such data collected via the Telematics Device to deliver Connected Services, help improve product performance and reliability, and for support, safety, quality, analytics, and service delivery purposes in accordance with applicable privacy laws, the Privacy Policy, and these terms. Such activities may include operating, modifying, servicing, monitoring, logging, mining, backing up, remotely supporting, remotely restoring, and analyzing data from connected products and Systems solely in relation to performance of the Connected Services, maintenance contracts, and related offerings for Customer's equipment and building controls. The Connected Services may incorporate one or more "AI systems" within the meaning of Article 3(1) of the AI Act, and the Parties agree that the AI systems are neither prohibited pursuant to Article 5 nor classified as High-Risk AI Systems pursuant to Article 6. Should the Parties decide that AI Systems use can be classified as High-Risk, Trane will ensure compliance with Article 6 of the AI Act.

13.3. Connectivity. The Telematics Device is a Communication System (as defined above) that relies on Third-Party Vendors (as defined above and discussed further below) for cellular or other network connectivity. Connectivity is intended solely to support Connected Services. Customer agrees not to access or use such connectivity for other purposes and understands that the Telematics Device does not support emergency services communications or voice calls. Customer acknowledges that: (A) data from the Telematics Device is transmitted over wireless networks, and wireless communication services are provided on an "as is" and "as available" basis and are only available within the coverage area of the underlying Third-Party Vendor(s), and that such services may be interrupted as a result of various factors, including but not limited to atmospheric conditions, terrain, capacity constraints, repairs, upgrades or termination of arrangements with the underlying Third-Party Vendor(s); (B) Company will not be able to collect data when the applicable telephone line, Ethernet connection, network, internet service, modem, 4G/LTE service, or other transmission mode is unavailable, cut, interfered with, damaged, congested, down, subject to routing issues, or otherwise unable to acquire, transmit, or maintain a connection; and (C) there is no guarantee of security in wireless transmissions or other electronic communications over systems not controlled by Company. Customer agrees that it will not seek to hold Company, its affiliates, or any Connectivity Provider (as defined below) liable for claims arising from such inherent transmission risks.

13.4. Activation and Deactivation. Company, or an authorized Company representative or subcontractor, may activate the Telematics Device at installation or commissioning of equipment, building systems, or other Connected Systems. Customer may request deactivation of the Telematics Device as described below. Physical access to the Connected Systems and/or on-site service may be required to activate or deactivate the Telematics Device. Deactivation or re-activation may require a service visit and may be subject to applicable labor or trip charges. Customer agrees to provide safe access to the site and Connected Systems associated with the Telematics Device.

13.5. Ownership, Software and Tampering. The Telematics Device and any associated SIMs or credentials may be owned or licensed by Company or its Connectivity Providers (defined below). Company grants the Customer a limited, revocable, non-exclusive right to use any software associated with the Telematics Device solely for Customer's own internal business purposes and solely in connection with Customer's use of the Telematics Device and Connected Services, on the condition and so long as Customer complies with all terms and conditions of these terms and other applicable agreements with Company regarding the Connected Services and Telematics Device. Except as otherwise provided herein, such rights are non-assignable, non-transferable and non-sublicensable.

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Customer may not extract, copy or use any software in connection with any other product or for use on any other device. Customer will not tamper with, remove, modify or otherwise misuse the Telematics Device or connectivity.

13.6. **Service Notifications and Offers.** When Customer engages with Company for Connected Services or provides business contact information in connection with Connected Systems connected to the Telematics Device, Company and its affiliates may use that business contact information to communicate about (i) service alerts, maintenance notices, equipment performance issues, and Connected Services updates; and (ii) related Company products, services, energy efficiency programs, or offers relevant to Customer's equipment. Such communications are limited to business-to-business or service-related purposes consistent with applicable law. Customer may unsubscribe or opt out of marketing offers at any time by following the instructions in marketing communications.

13.7. **Cellular Connectivity Disclosures and Connectivity Provider Terms**

13.7.1. Use of Connectivity Provider Networks: The Telematics Device may access one or more wireless networks operated by Third-Party Vendor telecommunications carriers and/or enabled by connectivity aggregators (each a "Connectivity Provider"). Connectivity is provided solely to support Connected Services and is subject to the usage, technical, and geographic limitations of the applicable Connectivity Provider. Coverage, availability, and performance may vary depending on network conditions, location, signal strength, and Connectivity Provider operations.

13.7.2. Connectivity Provider Relationship: Customer acknowledges that (i) Company, not any Connectivity Provider, is responsible for the Connected Services and for customer support; and (ii) no Connectivity Provider is liable to Customer for any losses or damages arising from or relating to the Telematics Device, Connected Services, or Connectivity Provider network availability. The Connectivity Provider shall have no direct contractual relationship with Customer and no obligation to provide any service directly to Customer; provided that each Connectivity Provider may enforce this Section 13.7 directly against Customer as an intended third-party beneficiary to the extent provided in Section 13.7.6 and to the extent enforceable under applicable law.

13.7.3. Acceptable Use: Customer shall not: (i) use the Telematics Device or Connectivity Provider connectivity for any purpose other than operation of Connected Services; (ii) resell, transfer, share, or otherwise make Connectivity Provider connectivity available to any third party; (iii) engage in any activity that could harm or degrade the Connectivity Provider network or violate any Connectivity Provider policy, applicable law, or regulation (including unlawful interception or transmission of content, spam, or interference with other users); (iv) attempt to reverse engineer, clone, or alter SIM credentials, access points, or Connectivity Provider provisioning profiles; or (v) disrupt, interfere or tamper with any signaling, identification, or transmission functions of the Telematics Device.

13.7.4. Disclaimers: To the maximum extent permitted by applicable law, Company and each Connectivity Provider expressly disclaim all warranties, whether express or implied, including any warranties of merchantability, fitness for a particular purpose, title, or non-infringement, with respect to the Connectivity Provider's network or services, other than warranties that are implied by law and incapable of exclusion, restriction, or modification. Company and any Connectivity Provider shall not be liable for any indirect, consequential, exemplary, incidental, punitive, or special damages, including lost profits, arising out of or related to the use or inability to use the Telematics Device or Connectivity Provider network or services, except to the extent such liability cannot be excluded or limited under applicable law.

13.7.5. Suspension or Termination: A Connectivity Provider may suspend or terminate network access for any reason permitted under its terms with Company, including actual or suspected violation of applicable laws or Connectivity Provider policies, network abuse, fraud, or interference with service quality. Company may also suspend or terminate connectivity to comply with Connectivity Provider requirements or governmental orders.

13.7.6. Connectivity Provider Rights: Customer agrees that each Connectivity Provider is an intended third-party beneficiary of this Section 13.7 and may enforce its terms directly against Customer to the extent required by the Connectivity Provider's terms with Company.

13.8. **Opt-Out**. Customer may opt out of using the Telematics Device at any time by contacting its local Company sales office to request deactivation of the Telematics Device. Company will process reasonable opt-out requests

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promptly after receipt and coordination. Certain actions (e.g., a site visit) may be required before deactivation is complete and may require a service charge. Customer may request to re-enable Connected Services later by contacting the same office; fees may apply. Opting out will disable Connected Services features (including remote monitoring, alerts, analytics, and remote support) for the equipment and building systems associated with the Telematics Device. Company's obligation to deliver Connected Services (if any) for such equipment and building systems will cease upon deactivation and benefits dependent on Connected Services (e.g., digital inspection or remote troubleshooting) may be made unavailable.

14. Confidential Information. The parties agree to take, at a minimum, commercially reasonable security precautions to protect Confidential Information at all times, both during the term hereof and for a period of at least 3 years after the Confidential Information was furnished; provided, however, that any proprietary and trade secret information shall be held in confidence in perpetuity. Customer shall not permit any third party to access the Connected Services or physical hardware deployed at Customer's facilities to enable operation of the Connected Services except as expressly permitted in a written agreement between the parties. Customer acknowledges that, due to the nature of communication via the internet, Company cannot guarantee the security of Confidential Information or electronic communications passing over the internet. Customer therefore acknowledges that by using the Connected Services, Customer accepts all risks associated with access to and storage of Customer Data.

15. Security. Company maintains security measures designed to protect User data against accidental or unlawful access, unauthorized disclosure, loss, destruction, or alteration. Customer and Users are responsible for keeping usernames and passwords confidential and for all use of those credentials, whether or not authorized, and must notify Company immediately of any unauthorized use. Because data transmitted over the internet passes through systems controlled by third parties, Company cannot guarantee the security, privacy, or confidentiality of such transmissions, and Customer and Users acknowledge that access to and storage of data is at their own risk; Company will, however, use commercially reasonable efforts to prevent other customers from viewing or accessing Customer's data and configuration parameters. Company will notify Customer of any breach in security affecting Customer Data of which Company becomes aware to the extent required by applicable law or the applicable Agreement. Customer shall immediately notify Company in writing of any actual or suspected unauthorized use of a Customer account or disclosure of Confidential Information (a "Security Incident") and shall cooperate with Company's reasonable requests to investigate Security Incidents, recover Confidential Information, and prevent recurrence. If a Security Addendum is incorporated into the applicable Agreement, it governs Company's security-control commitments for the applicable Connected Services, including any Security Incident definition and any Company notice obligation stated therein; the definition and Customer obligations in this Section continue to apply to Customer, the parties' respective notice obligations are cumulative, and the Security Addendum creates no service level, performance commitment, service credit, or other operational commitment unless expressly stated therein. Definitions in the Security Addendum apply only within that Addendum and do not narrow the defined terms (including "Customer Data") or the licenses granted to Company under these Connected Services Terms.

16. Maintenance Services. Depending on the type of Connected Services, Company may, but is not obligated to, automatically install Updates without providing additional notice or obtaining additional consent from Customer. Company may also provide Updates to Customer to install on its Connected Systems. Customer acknowledges that Updates may result in the Connected Services being unavailable from time to time. Company shall have no liability for any losses resulting from Customer's failure to install or to permit Company to install an Update or from the periodic unavailability of the Connected Services due to Updates.

17. Indemnification. Customer shall defend, indemnify and hold harmless Company, its affiliates and their respective directors, officers, employees, and agents, and its licensors and suppliers, from and against any damages, liabilities, claims, or demands (including reasonable costs and attorneys' fees) made by any third party arising out of or relating to Customer's or any User's (i) use of the Connected Services and any associated deliverables; (ii) violation of the terms applicable to the Connected Services; (iii) Company's possession or use of data, information, or articles supplied by Customer to Company; or (iv) violation of any law or the rights of any third party, including any infringement of intellectual property rights resulting from Company's use or possession of Customer Data. Company reserves the right, at Customer's expense, to assume the exclusive defense and control of any matter subject to indemnification by Customer, and Customer shall cooperate with Company's defense of such claims. Customer shall not settle any such matter without Company's prior written consent.

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Company will use reasonable efforts to notify Customer promptly of any such claim, action, or proceeding upon becoming aware of it. Customer's obligations under this Section do not apply to the extent a claim arises from Company's gross negligence or willful misconduct.

18. Third-Party Products. The Connected Services may provide links to third-party websites and enable Customer to access content, products, and services of third parties that Customer elects to use, access, or obtain and that Company does not control ("Third-Party Products"); Third-Party Products do not include third-party technology, infrastructure, subcontractors, or services that Company itself selects and uses to provide the Connected Services, for which Company's responsibility is governed by the other terms of the Agreement. Customer acknowledges that Third-Party Products are not under Company's control, and Company does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Products. Customer's access to and use of Third-Party Products is solely at Customer's own risk and may be subject to separate terms between Customer and the applicable third party. To the maximum extent permitted by applicable law, Customer releases Company and its licensors and suppliers from any claims, liabilities, and damages arising out of or relating to Customer's use of or interaction with Third-Party Products. This release does not extend to Company's performance of the Connected Services, Company-selected infrastructure or subcontractors, or claims otherwise governed by the warranty, indemnification, or limitation of liability provisions of the Agreement.

19. Disclaimer of Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS PROVIDE THE CONNECTED SERVICES "AS IS" AND DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OTHER THAN WARRANTIES OR CONDITIONS THAT ARE IMPLIED BY LAW AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE CONNECTED SERVICES TERMS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM COMPANY OR THROUGH THE CONNECTED SERVICES SHALL CREATE ANY WARRANTY. COMPANY AND ITS LICENSORS AND SUPPLIERS DO NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE CONNECTED SERVICES, OR AS TO THE TIMELINESS, EFFICACY, OPERABILITY, COMPLETENESS, ACCURACY, RELIABILITY OR CONTENT OF THE CONNECTED SERVICES, OR OF ANY DESIGN, FUNCTION, PROCESS, INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH OR BY THE CONNECTED SERVICES. CUSTOMER ACKNOWLEDGES THAT COMPLEX SOFTWARE APPLICATIONS ARE NEVER ENTIRELY FREE FROM DEFECTS, ERRORS, BUGS, OR VULNERABILITIES, AND THAT THE USE OF A REMOTE CONNECTION IS NEVER ENTIRELY SECURE OR FREE FROM INTERRUPTION. NOTWITHSTANDING ANYTHING TO THE CONTRARY, COMPANY AND ITS LICENSORS AND SUPPLIERS DO NOT WARRANT THAT THE CONNECTED SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT COMPANY WILL CORRECT ALL ERRORS.

20. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS) ARISING FROM OR RELATING TO THE CONNECTED SERVICES, EVEN IF COMPANY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) COMPANY'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE CONNECTED SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO COMPANY FOR THE PORTION OF THE CONNECTED SERVICES AT ISSUE IN THE PRIOR 12 MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. WITHOUT LIMITING THE FOREGOING OR ANY OTHER DISCLAIMER, LIMITATION, OR EXCLUSION IN THESE TERMS, AND EXCEPT FOR (X) COMPANY'S OBLIGATIONS EXPRESSLY SET FORTH IN THE SECURITY ADDENDUM, (Y) ANY SERVICE CREDITS OR OTHER REMEDIES EXPRESSLY AGREED IN THE AGREEMENT, AND (Z) LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, COMPANY WILL NOT BE LIABLE FOR LOSSES, DAMAGES, LIABILITIES, CLAIMS, OR EXPENSES ARISING OUT OF OR RELATING TO INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, COMPUTER VIRUS, MALWARE, COMMUNICATION FAILURE, CUSTOMER NETWORK SECURITY, LOSS OF CONNECTIVITY, THEFT, LOSS, DESTRUCTION, CORRUPTION, ALTERATION, UNAVAILABILITY, DISCLOSURE, OR FAILURE TO STORE, BACK UP, RETAIN, RESTORE, TRANSMIT, EXPORT, OR RECEIVE DATA, UNAUTHORIZED ACCESS TO OR ALTERATION OF THE CONNECTED SERVICES OR CUSTOMER DATA, DATA GAPS,

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INACCURATE, DELAYED, UNAVAILABLE, OR INCOMPLETE DATA, UNSUPPORTED VERSIONS, CONFIGURATIONS, INTEGRATIONS, APIS, INTERFACES, OR ACCESS METHODS, THIRD-PARTY PRODUCTS, SERVICES, NETWORKS, PLATFORMS, APPLICATIONS, DATA SOURCES, DEPENDENCIES, OR PROVIDERS, SECURITY INCIDENTS, OPERATIONAL OR TECHNICAL ISSUES, CUSTOMER'S SYSTEMS, INSTRUCTIONS, CONFIGURATIONS, CREDENTIALS, EQUIPMENT, NETWORKS, FACILITIES, OR ACTS OR OMISSIONS, OR CUSTOMER'S INABILITY TO ACCESS OR USE THE CONNECTED SERVICES.

21. **Governing Law**. The Agreement and these Connected Services Terms are governed by the law specified in the Agreement. If no governing law is specified, the Agreement and these Connected Services Terms are governed by the laws of the State of North Carolina, U.S.A., without regard to conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

22. **Export Controls**. Customer and Users shall comply with all applicable export control, sanctions, and anti-boycott laws and regulations, including those of the United States, the European Union, the United Kingdom, Australia, New Zealand, and any other jurisdiction applicable to the transaction, in connection with the Connected Services. Customer shall not, and shall not permit any User or third party to, access, use, export, re-export, transfer, or make available the Connected Services or related software, technology, or data in violation of such laws, including to or for any restricted country, region, party, or prohibited end use. Customer is responsible for such compliance.

23. **Definitions.** The following definitions apply to these Connected Services Terms:

23.1. **"Company"** has the meaning set forth above and refers to the Trane entity or affiliate providing or performing the Connected Services under the applicable Agreement.

23.2. **"Confidential Information**" means information including, without limitation, Customer Data, computer programs, software, code, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information that Customer or Company know or should reasonably know based on the circumstances of disclosure is confidential to the disclosing party. Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the receiving party; (ii) was rightfully known or becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party; (iii) is independently developed by the receiving party without the participation of individuals who have had access to the Confidential Information; (iv) is approved by the disclosing party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing party; or (v) the receiving party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (b) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving party will be entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure.

23.3. **"Connected Services"** means the digital products, software-as-a-service offerings, cloud-based applications, and related services provided or performed by Company, whether described in the Agreement as products, services, subscriptions, or otherwise, together with the activities described in Section 1.

23.4. **"Security Addendum"** means the security addendum, security exhibit, or similar document, if any, that is incorporated into or made part of the applicable Agreement and that sets forth Company's security-control commitments for the applicable Connected Services.

23.5. **"User"** means an individual who has been authorized by Customer to use, and who has been supplied user identification and a password to access, the Connected Services by Customer (or by Company at Customer's request). Users may include but are not limited to Customer's employees, consultants, contractors and agents; or third parties with which the Customer transacts business.

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