

Appendix – BAS Cloud Services

This Product Appendix applies solely to the extent the **BAS Cloud Services** (as defined below) are purchased under an applicable Order Form. This Appendix describes module-specific functionality, dependencies, service levels, and limitations applicable to the BAS Cloud Services.

BAS Cloud Services are made available under multiple Provider brands in the applicable Order Form. The applicable brand, the corresponding Provider entity, and the corresponding Legal Webpage are identified in the applicable Order Form. The substantive terms of this Appendix apply identically to each branded BAS Cloud Service.

This Appendix is incorporated into the Master Subscription Agreement ("**Agreement**") and forms part of the contractual framework governing Customer's subscription. In the event of conflict, the order of precedence in Agreement § 1.2 applies. For Personal Data processing, the , Data Processing Agreement ("**DPA**") controls per Agreement § 1.2. Processing of Personal Data is governed exclusively by the DPA, which is incorporated by reference and controls to the extent of any conflict with respect to Personal Data.

Definition. "BAS Cloud Services" means Provider's cloud-hosted building automation platforms providing centralized visibility, configuration, management, and analytics for building systems and equipment connected to Customer-owned or Customer-controlled building automation system ("**BAS**") environments. The BAS Cloud Services are offered under the Provider brand identified in the applicable Order Form.

1) Channel Acquisition

BAS Cloud Services subscriptions may be sold or facilitated through Provider's authorized distributors, dealers, or field offices. Per Agreement § 1.4, no channel partner has authority to modify this Appendix, the Agreement, or any service-level commitments on Provider's behalf. Customer's commercial relationship for pricing, payment, or ancillary services may be with a channel partner, but the BAS Cloud Services subscription itself is hosted and operated by Provider (the entity identified as Provider for the applicable branded BAS Cloud Service).

2) Scope and Purpose

The BAS Cloud Services are cloud-hosted building automation platforms providing centralized visibility, configuration, management, and analytics for building systems and equipment connected to Customer-owned or Customer-controlled BAS environments. The BAS Cloud Services are intended to support Customer's internal facilities, energy, engineering, and maintenance workflows by enabling remote access to system data, alarms, trends, graphics, documentation, and configuration information across one or more sites. Where enabled and authorized by Customer, the BAS Cloud Services may

support remote configuration changes and control commands initiated by authorized users. The BAS Cloud Services do not replace physical controllers, embedded safety interlocks, life-safety systems, onsite operating procedures, or qualified personnel. Customer remains the operator of record for all connected systems and equipment.

3) Scope of Provider Hosting

This Appendix governs only BAS Cloud Services subscriptions where Provider is the Cloud-Hosted party. Dealer-hosted BAS deployments, where a Provider-authorized dealer or service provider hosts BAS software on its own infrastructure for End Customers, are governed by the separate dealer hosting agreement between Provider and the dealer, and by Customer's separate agreement with such dealer. This Appendix and the Agreement do not apply to such dealer-hosted deployments, and Provider has no Cloud-Hosting, operational, or service-level obligations to End Customers of dealer-hosted deployments.

4) DPA Data Class and Categories

The BAS Cloud Services map to the DPA “Building & HVAC Telemetry” data class. Personal Data, when present, may include authenticated user and administrator identifiers, roles and permissions, audit logs, and technician notes. Product improvement, analytics, and service optimization are performed using De-identified Data, as defined in the DPA.

5) Service Description and Features

Subject to the applicable Order Form, the BAS Cloud Services may include:

a) Cloud User Interface. A web-based user interface providing multi-site visibility into building systems, including dashboards, alarms, trends, reports, system graphics, documentation, and status views. Graphics, views, and content may be created, configured, or deployed by Customer or its authorized dealers or integrators.

b) Data Aggregation and Visualization. Collection, aggregation, and display of telemetry, alarms, events, and configuration data originating from on-premises controllers, gateways, and connected devices.

c) Configuration, Scheduling, and Control Support. Where enabled, the ability for authorized users to perform remote configuration changes, scheduling updates, and control commands affecting connected BAS components, subject to Customer authorization, policies, and safeguards.

d) Analytics and Insights. Reports, diagnostics, trends, and analytics intended to support operational review, troubleshooting, and planning. To the extent the Analytics and Insights features constitute “AI Features” (as defined in Agreement § 15), the Artificial Intelligence Terms in Agreement § 15 apply. Customer is responsible for meaningful human review of AI Outputs per Agreement § 15.3(a) and remains responsible for operational decisions made in reliance on such outputs.

e) Integrations. Optional integrations with other Carrier digital offerings or Customer systems, as specified in the applicable Order Form. Integrations with other Carrier digital offerings are subject to the terms of the applicable product-specific Product Appendices. Customer is responsible for any third-party system terms applicable to integrations Customer configures with its own systems.

Customer acknowledges that any configuration changes or control actions are initiated by Customer-authorized users and remain subject to Customer review, validation, and supervision.

6) Customer Responsibilities

Customer is solely responsible for: (i) designing, operating, maintaining, and securing its BAS, HVAC, and related building systems; (ii) ensuring safe operation of equipment and compliance with all applicable laws, codes, regulations, and standards; (iii) configuring alarms, thresholds, schedules, notifications, workflows, and access controls; (iv) reviewing and responding to alarms, alerts, and system conditions; (v) implementing and enforcing lock-out/tag-out (LOTO), safety, emergency, and change-management procedures; and (vi) approving, supervising, and validating any remote configuration changes or control commands initiated through the BAS Cloud Services; and (vii) maintaining secure user credentials, enforcing multi-factor authentication where supported, performing periodic access reviews, and immediately notifying Provider of any compromise or suspected compromise of Customer accounts.

Provider does not validate Customer configurations, alarm settings, control logic, or operational decisions.

7) Alarm Visibility Disclaimer

Visibility of alarms, alerts, events, or system conditions within the BAS Cloud Services does not constitute: (i) acknowledgment by Provider; (ii) monitoring or supervision by Provider; (iii) an obligation to notify Customer or third parties; or (iv) an assumption of responsibility for outcomes. Customer remains solely responsible for alarm management, escalation, and response.

Provider does not provide alarm monitoring, alarm response, or dispatch services as part of the BAS Cloud Services subscription. Customers requiring continuous alarm monitoring or response services should obtain such services through a separately contracted monitoring provider or service agreement.

8) Data Dependencies and Limitations

The BAS Cloud Services depend on factors outside Provider's control, including: (i) on-premises controllers, gateways, and firmware; (ii) network connectivity and firewall configurations; (iii) sensor accuracy and calibration; and (iv) third-party infrastructure or integrations. Provider does not guarantee the accuracy, completeness, timeliness, or

uninterrupted availability of telemetry, alarms, analytics, or reports to the extent affected by such factors.

9) Default Hosting Region

The BAS Cloud Services are hosted on Provider-managed infrastructure in the United States (default region: AWS US-East), unless otherwise stated in the applicable Order Form. Alternative regions may be available via the Order Form subject to Provider's then-current regional availability and any applicable pricing or feature adjustments, per Agreement § 5.5.

10) Service Levels; Credits (Exclusive Remedy)

a) **Cloud UI Availability: 99.9% per calendar month**, unless otherwise stated in the Order Form). Availability applies solely to the BAS Cloud Services user interface layer.

b) **Exclusions:** Service Levels do not apply to: (i) telemetry freshness or ingestion timing; (ii) alarm transmission latency; (iii) analytics or reporting processing time; (iv) Customer networks, controllers, site conditions, or configurations; (v) third-party systems or connectivity; (vi) Maintenance Windows under Agreement § 8.3; or (vii) force majeure events as defined in the Agreement. Telemetry ingestion targets are informational only and do not imply monitoring or response obligations.

c) **Service Credits:** If applicable, Service Credits are Customer's sole and exclusive remedy for failure to meet the availability commitment and apply only to the monthly subscription fees for the BAS Cloud Services, subject to a maximum credit cap of twenty-five percent (25%) of the applicable monthly fees per billing period, unless otherwise stated in the Order Form, , except as expressly provided in Agreement § 11.3 (super-cap exceptions for confidentiality breach, IP indemnity, gross negligence, willful misconduct, and statutory floors).

d) **Severity Classification:** Provider classifies support incidents based on severity and impact for support triage and prioritization purposes only. Severity classification does not represent a commitment regarding operational outcomes, optimization effectiveness, or business results. Provider will determine the final severity level in its reasonable discretion.

- i) **Priority 1 (P1) - Critical Service Impact:** Complete loss of access to the BAS Cloud Services for all authorized users, with no reasonable workaround.
- ii) **Priority 2 (P2) - Major Service Impact:** Substantial degradation of core BAS Cloud Services UI functionality affecting a subset of users or features, where a workaround exists.
- iii) **Priority 3 (P3) - Minor Service Impact:** Non-critical issues with limited impact, including UI inconsistencies or delayed data display not preventing use.

- iv) **Priority 4 (P4) - Non-Material Issues / Requests:** Informational inquiries, configuration questions, documentation clarification, or enhancement requests.

e) **Target Response Times:** Provider will use commercially reasonable efforts to acknowledge and begin triage according to the following targets:

Severity	Target Initial Response Time	Target Validation Time
P1	1 hour	4 hours
P2	4 hours	1 business day
P3	1 business day	3 business days
P4	2 business days	5 business days

“Response Time” means the time between Customer’s submission of a support ticket through Provider’s designated support channel and Provider’s initial confirmation of receipt.

“Validation Time” means the time within which Provider will: (i) review the reported issue, (ii) classify severity, and (iii) provide next steps or request additional information.

“Business Day” means 9:00 - 17:00 local time for the region from which Provider delivers support services, excluding weekends and holidays.

- f) **Target Remediation Efforts:** After classification, Provider will use commercially reasonable efforts to pursue resolution according to severity. Provider does not guarantee resolution within any specific time period.

11) No Warranties of Outcome

The BAS Cloud Services do not guarantee: (i) equipment performance or uptime; (ii) energy savings or efficiency improvements; (iii) detection of all faults or unsafe conditions; (iv) compliance with laws, codes, or standards; or (v) prevention of damage, downtime, or loss. Customer bears all risk associated with reliance on the BAS Cloud Services.

12) High-Risk Use Prohibition

The BAS Cloud Services are not designed for, and Customer shall not use them for: (i) life-safety or emergency response functions; (ii) automated control of critical building systems without human oversight; (iii) sole reliance for safety-critical or regulatory determinations. Customer must maintain independent systems and procedures appropriate to the risk profile of its facilities.

13) Relationship to Physical Services

This Appendix governs only Customer’s access to and use of the BAS Cloud Services. Any installation, commissioning, maintenance, repair, monitoring, or emergency response

services are governed exclusively by separate written service agreements, if any, and are outside the scope of this Appendix.

14) Relationship to On-Premises BAS Software

Where Customer also licenses on-premises BAS Software from Provider, the applicable on-premises End User License Agreement governs the on-premises software and this Appendix governs the BAS Cloud Services. Connectivity between the on-premises deployment and the BAS Cloud Services is configured by Customer (or its Authorized Integrator) and is subject to both agreements. For the brand-specific applicable on-premises EULA, refer to the Legal Webpage applicable to the corresponding on-premises product.

15) Termination and Data Export

Subscription term, renewal, termination, and Customer Data export rights are governed by Agreement § 12. BAS Cloud Services configuration, graphics, system documentation, and Customer-developed templates may be included in the Customer Data export under Agreement § 12.4, subject to format availability and the one (1) free machine-readable export within thirty (30) days of termination.

16) Survival

Sections of this Appendix that by their nature should survive termination shall survive in accordance with Agreement § 14, including without limitation: 3 (Scope of Provider Hosting); 7 (Alarm Visibility Disclaimer); 10(c) (Service Credits as exclusive remedy); 11 (No Warranties of Outcome); 12 (High-Risk Use Prohibition); 13 (Relationship to Physical Services); 14 (Relationship to On-Premises BAS Software); and any Customer payment obligations.