

UNCONTROLLED COPY – WEBSITE VERSION GOVERNS

Master Subscription Agreement Digital, Telematics & Analytics Services

This Master Subscription Agreement (“**Agreement**”) sets forth the general terms and conditions governing Customer’s subscription to and use of the Services. This Agreement is entered into between the entity identified as the licensor and service provider of the applicable Services in the corresponding product- or brand-specific legal terms made available on Provider’s applicable legal webpage (the “**Provider**”) and the entity identified as “**Customer**” in the applicable Order Form.

This Agreement establishes a single contractual framework under which Provider and Customer may enter into one or more order forms, statements of work, or similar ordering documents referencing this Agreement (each, an “**Order Form**”) for the provision and use of the Services. Each Order Form identifies the Customer, the applicable Services, and the commercial terms, and incorporates this Agreement and any applicable Product Appendices by reference.

This Agreement and the applicable Product Appendices may be made available or hosted on one or more Provider or Provider-affiliated brand webpages or portals for convenience. The applicable branding, hosting location, or point of access reflects the relevant Service offering but does not alter the identity of the contracting Provider, which is determined solely by the applicable product- or brand-specific legal terms incorporated into this Agreement.

Each Order Form, together with this Agreement and any applicable Product Appendices, forms a separate and binding contract between the Provider and Customer identified in that Order Form. Each Order Form identifies the applicable Services, subscription scope, and commercial terms and incorporates this Agreement and the applicable Product Appendices by reference. Each of Provider and Customer is a “**Party**” and together the “**Parties.**”

WHEREAS, Provider, as part of the Carrier Global group of companies (collectively, “**Carrier**”), offers subscription-based access to a portfolio of digital, hosted, connected, analytics-enabled, and advisory services, which may include hosted software applications, connectivity-dependent services, device-enabled functionality, data analytics, and related insights (collectively, the “**Services**”);

WHEREAS, the Services are made available on a subscription basis pursuant to one or more Order Forms, and may rely on third-party networks, devices, platforms, or data sources outside of Provider’s direct control;

WHEREAS, specific features, service levels, data categories, dependencies, limitations, and module- or service-specific terms applicable to particular Services are set forth in one or more product appendices incorporated by reference into this Agreement (each, a “**Product Appendix**”);

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree that Customer’s access to and use of the Services shall be governed by this Agreement, the applicable Order Form(s), and any incorporated Product Appendices.

1. Order of Precedence; Incorporated Documents

1.1. **Incorporated Documents.** The following documents are incorporated by reference and form part of this Agreement: (a) each Order Form and/or Statement of Work (“**SOW**”); (b) the Data Processing Agreement (“**DPA**”); (c) the Product Appendices for any purchased module(s); and (d) Provider’s then-current Acceptable Use Policy (“**AUP**”) available upon request.

1.2. **Order of Precedence.** In the event of conflict, the order of precedence is: (1) the Order Form/SOW (commercial terms only); (2) the DPA (solely with respect to the processing of Personal Data); (3) the Product Appendix applicable to the purchased module; (4) any Third-Party Provider Terms identified in the applicable Product Appendix; (5) this Agreement; and (6) the AUP or other referenced documents.

1.3. **Entire Agreement for Commercial Terms.** Except for the DPA (which governs the processing of Personal Data), this Agreement together with the Order Forms/SOWs and Product Appendices constitutes the complete and exclusive statement of the Parties’ agreement regarding the Services. For clarity, Order Forms and SOWs define commercial terms only and do not modify Provider identity or the governing product- or brand-specific legal terms.

2. Definitions

2.1. “**Authorized User**” means an employee, contractor, or agent of Customer or its Affiliates who is authorized to access and use the Services.

2.2. “**Customer** “ means the entity identifies as “Customer” in the applicable Order Form.

- 2.3. **“Customer Data”** means data submitted to or generated in the Services by or for Customer, including Equipment/Telemetry Data and Personal Data to the extent provided by Customer. Customer Data excludes Service Data and Derived Data.
- 2.4. **“Derived Data”** means aggregated and de-identified analyses, statistics, insights, models, or learnings generated by Provider from processing of Customer Data and/or Service Data in connection with operating and improving the Services. Derived Data does not identify Customer or any data subject.
- 2.5. **“Equipment/Telemetry Data”** means machine-generated or sensor data from connected devices, controllers, building systems, transportation refrigeration units (TRUs), containers, trailers, and other telematics endpoints. When linked to an identifiable person, it constitutes Personal Data under the DPA.
- 2.6. **“Maintenance Window”** means planned maintenance periods as described in Section 9.
- 2.7. **“Personal Data”** has the meaning set forth in the DPA.
- 2.8. **“Product Appendix”** means a schedule attached to this Agreement that describes module-specific features, service levels, data classes, and additional terms.
- 2.9. **“Provider”** means, with respect to a given Service, the Carrier or Carrier-affiliated entity identified as the licensor and service provider in the applicable product- or brand-specific legal terms made available on Provider’s applicable legal webpage, as incorporated into this Agreement by reference.
- 2.10. **“Service Credit”** means the credit against future fees described in the applicable Product Appendix as the sole and exclusive remedy for service level failures.
- 2.11. **“Service Data”** means operational data relating to the provision, access, and use of the Services (e.g., logs, event data, request metadata, performance metrics, device identifiers).
- 2.12. **“Services”** means the subscription-based digital, telematics, analytics, connectivity-dependent, and related services made available by Provider, which may include hosted software applications, APIs, device-enabled functionality, data analytics, modeling, simulation, and advisory insights, as described in an applicable Order Form and Product Appendix.
- 2.13. **“Subscription Term”** means the period identified in an Order Form during which Customer is entitled to access the Services.

- 2.14. **“Third-Party Service”** means a Service module branded as a Provider offering that is provided, in whole or in material part, via a third-party platform or network and for which availability, latency, data transmission, or functionality may depend on such third-party platforms or networks outside Provider’s direct control.
- 2.15. **“Third-Party Provider Terms”** means supplemental terms of the underlying third-party platform/network that apply to Customer’s use of a Third-Party Service, as identified in the applicable Product Appendix.

3. Subscriptions; Fees; Taxes

- 3.1. **Subscription Scope.** Customer’s access to the Services is limited to the modules, features, usage metrics, quantitative limits, and locations specified in the Order Form. Services are licensed on a non-exclusive, non-transferable basis for Customer’s internal business purposes.
- 3.2. **Pricing Models.** Fees may be structured as seat-based, asset-based, consumption-based (including transactions, API calls, storage, compute, or messages), flat recurring, or a combination, as set out in the Order Form.
- 3.3. **Overage and True-Up.** If actual usage exceeds purchased limits, Provider may invoice overage at then-current rates or require an upgrade. Customer will cooperate with reasonable usage verification including technical safeguards and semi-annual usage reporting.
- 3.4. **Invoicing; Payment.** Unless otherwise stated, fees are invoiced in advance and payable net thirty (30) days from invoice date. Late amounts accrue interest at 1.5% per month (or the maximum permitted by law), and Provider may suspend the Services for undisputed amounts thirty (30) days overdue.
- 3.5. **Renewal Pricing; Annual Uplift.** Fees for any Renewal Term will be as stated in the Order Form; if not stated, Provider’s then-current list price applies. For multi-year Subscription Terms, annual fees increase by the greater of five percent (5%) or CPI-U for the prior twelve (12) months unless otherwise agreed.
- 3.6. **Third-Party Cost Pass-Through.** Provider may pass through documented increases in third-party connectivity, carrier, satellite, mapping, or similar costs upon thirty (30) days’ notice.
- 3.7. **Taxes.** Fees are exclusive of taxes. Customer is responsible for all sales, use, VAT, GST, excise, and similar taxes except taxes based on Provider’s income. If withholding is required, Customer will gross-up payments so Provider receives the amount it would have received absent withholding, and will provide proof of remittance.

4. Access Rights; Acceptable Use

- 4.1. **License Grant.** Subject to this Agreement and the applicable Order Form, Provider grants Customer a limited, non-exclusive, non-transferable right to access and use the Services on a subscription basis during the Subscription Term.
- 4.2. **Restrictions.** Customer shall not (i) copy, modify, create derivative works of, or reverse engineer the Services; (ii) sublicense, rent, or provide the Services to third parties (including as a service bureau); (iii) access the Services to build a competitive product; (iv) remove proprietary notices; (v) conduct security testing (including penetration testing) without Provider's prior written approval; or (vi) publish benchmarks of the Services without Provider's prior written consent.
- 4.3. **Acceptable Use Policy.** Customer will comply with Provider's AUP, including prohibitions on unlawful, excessive, or abusive use; malware; and attempts to bypass technical controls.
- 4.4. **Accounts and Credentials.** Customer is responsible for all activities under its accounts and for maintaining accurate registration and contact information.
- 4.5. **APIs; Rate Limiting.** Provider may implement rate limits and technical safeguards to ensure platform stability and may throttle or suspend calls that materially degrade the Services, with prompt notice to Customer.
- 4.6. **Customer Responsibilities for IoT/OT Deployments.** Customer is responsible for providing power, network connectivity, firewall/NAT policies, physical security, and environmental conditions required to operate devices and gateways, and for any site permits or approvals.
- 4.7. **Third-Party Services.** Customer's use of any Third-Party Service is subject to the applicable Third-Party Provider Terms identified in the Product Appendix. Security testing (including penetration testing) of a Third-Party Service is prohibited unless expressly authorized in writing by Provider and the applicable third-party provider.

5. Data Privacy; Security; Derived Data

- 5.1. **DPA Controls.** The Parties' respective privacy, data protection, and security obligations, including roles, purposes of processing, subprocessors, audits, international transfers, technical and organizational measures (TOMs), return and deletion, are governed exclusively by the DPA, which is incorporated by reference and prevails over this Agreement to the extent of conflict with respect to the processing of Personal Data.

- 5.2. **No Special Categories.** The Services are not designed to process special categories of Personal Data (or children’s data) unless expressly agreed in a Product Appendix and the DPA.
- 5.3. **Derived Data and Improvement Rights.** Provider may process Service Data and create or use Derived Data to operate, secure, analyze, and improve the Services, to develop new features, and for benchmarking, provided Derived Data does not identify Customer or any data subject. Product improvement will not rely on Personal Data except as permitted by the DPA or Customer’s documented instructions.
- 5.4. **Security Incidents.** Security Incident notification and cooperation obligations are governed by the DPA.
- 5.5. **No Data Localization Commitment.** Except where expressly agreed in an Order Form or Product Appendix, Provider does not represent or warrant that Customer Data or Personal Data will be stored, processed, or maintained within any particular country, region, or jurisdiction.

6. Intellectual Property; Feedback

- 6.1. **Ownership.** Provider and its licensors own all right, title, and interest in and to the Services, Service Data, Derived Data, and all related IP rights. No rights are granted except as expressly stated.
- 6.2. **Customer Data.** As between the Parties, Customer owns Customer Data. Provider may process Customer Data solely to provide and support the Services and as otherwise permitted under this Agreement and the DPA.
- 6.3. **Feedback.** Customer grants Provider a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, and otherwise exploit any suggestions, enhancement requests, or feedback provided by Customer or Authorized Users relating to the Services, without restriction or obligation.
- 6.4. **Open Source and Third-Party Components.** Certain components may be provided under open-source licenses or third-party terms. Provider will identify any such components in documentation upon request; such terms will govern those components to the extent of conflict.

7. Confidentiality

- 7.1. **Definition. “Confidential Information”** means non-public information disclosed by a Party that is designated as confidential or that should reasonably be

understood to be confidential given the nature of the information and circumstances of disclosure, including software, product plans, security information, business and marketing plans, technology and technical information, and the terms of this Agreement. Provider Confidential Information includes the Services, performance information, and this Agreement.

- 7.2. **Protection.** The receiving Party will use the same degree of care that it uses to protect the confidentiality of its own similar information (but not less than reasonable care), will not use Confidential Information except as permitted under this Agreement, and will limit access to those with a need to know who are bound by obligations no less protective.
- 7.3. **Exclusions.** Confidential Information does not include information that is or becomes public without breach, was known without restriction prior to disclosure, is received from a third party without breach, or is independently developed.
- 7.4. **Compelled Disclosure.** The receiving Party may disclose Confidential Information to the extent required by law or court order, provided it gives prompt notice and cooperates in seeking protective treatment.

8. Support, Service Levels, and Maintenance

- 8.1. **Support.** Provider will provide technical support as described in the applicable Product Appendix.
- 8.2. **Service Levels.** Service level commitments and Service Credits (exclusive remedy for service level failures) are set forth in the applicable Product Appendix.
- 8.3. **Maintenance Windows.** Provider may perform planned maintenance up to two hundred forty (240) minutes per calendar month with at least seventy-two (72) hours' advance notice, and emergency maintenance as needed. Maintenance windows and emergency maintenance are excluded from availability calculations.
- 8.4. **Exclusions.** Service Levels do not apply to: (a) issues caused by Customer systems, networks, configurations, or third-party connectivity (including cellular, satellite, GPS, Wi-Fi, or internet networks), (b) device, hardware, or sensor failures outside Provider's control, (c) telemetry delays caused by Customer firewalls, proxies, VPNs, or on-premises controllers, (d) beta, preview, early-access, or non-production features, (e) Third-party APIs, data sources, or integrations, (f) scheduled maintenance or emergency maintenance, or (g) Force majeure events.

9. Warranties; Disclaimers

- 9.1. **Limited Warranty.** During the Subscription Term, the Services will materially conform to Provider's then-current documentation. Customer's exclusive remedy and Provider's entire liability for breach of this warranty is repair, replacement, or reperformance of the non-conforming Services.
- 9.2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1, THE SERVICES ARE PROVIDED **"AS IS"** AND PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT THAT THE OUTPUTS (INCLUDING PREDICTIONS, ALERTS, SCORES, RECOMMENDATIONS, OR ANALYTICS) WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR OPERATIONAL, SAFETY-CRITICAL, OR COMPLIANCE DETERMINATIONS. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL PREVENT EQUIPMENT FAILURE, REDUCE ENERGY CONSUMPTION, EXTEND ASSET LIFE, AVOID DOWNTIME, IDENTIFY ALL FAULTS, OR RESULT IN ANY PARTICULAR MAINTENANCE, COST, OR OPERATIONAL OUTCOME.
- 9.3. **Third-Party Networks.** For any Third-Party Service, the Service may rely on a third-party platform and external connectivity (e.g., cellular, satellite, GPS, roaming). Provider disclaims responsibility for such third-party platforms and networks except to the extent within Provider's reasonable control.

10. Indemnification

- 10.1. **Provider IP Indemnity.** Provider will defend Customer against third-party claims alleging that Customer's authorized use of the Services directly infringes a U.S. patent, copyright, or trade secret, and will pay amounts finally awarded (or settled) to the extent arising from such claim. Provider has no obligation to the extent a claim arises from: (a) combinations with items not supplied by Provider; (b) Customer's breach of this Agreement; (c) Customer Data or third-party components; (d) use after Provider offers a non-infringing alternative; or (e) industry-standard features. If infringement is found or likely, Provider may (i) procure the right to continue use; (ii) modify the Services without material loss of functionality; or (iii) terminate the affected Order Form and refund prepaid fees for the unused portion of the Subscription Term. THIS SECTION STATES PROVIDER'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR IP INFRINGEMENT.
- 10.2. **Third Party Services.** This Section does not apply to claims to the extent arising from the third-party platform or network underlying a Third-Party Service, except for Provider-provided branding, custom code, or configurations not supplied by such third party. In such case, Provider may (i) procure the right for Customer to continue use, (ii) modify or replace the module to be non-infringing

without material loss of functionality, or (iii) terminate the affected module and refund prepaid fees for the unused portion of the Subscription Term.

10.3. **Customer Indemnity.** Customer will defend and indemnify Provider against third-party claims arising out of (a) Customer Data (including allegations that Customer Data violates law or third-party rights), (b) Customer's or Authorized Users' use of the Services in violation of this Agreement or applicable law, or (c) Customer's gross negligence or willful misconduct.

10.4. **Procedure.** The indemnified Party must provide prompt notice, reasonable cooperation, and grant sole control of the defense and settlement to the indemnifying Party (provided settlement fully releases the indemnified Party and does not impose obligations other than payment).

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES, OR LOSS OF PROFITS, REVENUE, GOODWILL, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITS APPLY TO ALL THEORIES OF LIABILITY AND ALL CLAIMS, INCLUDING INDEMNITY.

12. Term; Termination; Transition

12.1. **Term; Renewal.** The "Term" of this Agreement shall correspond to the subscription term specified by the Parties in writing, whether in an Order Form or through another mutually agreed written instrument. Unless otherwise agreed in such written instrument, each subscription will automatically renew for successive one (1)-year renewal terms unless either Party provides written notice of non-renewal (email acceptable) at least sixty (60) days prior to the end of the then-current subscription term. If applicable, Customer shall send any notice of non-renewal to the Provider contact identified in the Parties' written agreement. Except as expressly agreed in writing by the Parties, any renewal of a promotional or one-time priced subscription will be billed at Provider's then-current list price. Notwithstanding anything to the contrary in this Agreement, any renewal in which Customer reduces subscription volume or subscription duration for any Services will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

12.2. **Termination for Cause.** Either Party may terminate this Agreement for cause upon thirty (30) days' written notice if the other Party materially breaches

this Agreement and fails to cure such breach within the notice period. In addition, either Party may terminate this Agreement immediately if the other Party becomes the subject of a bankruptcy petition or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

- 12.3. **Effect of Termination.** Upon termination or expiration, Customer will cease all access and pay all fees due.
- 12.4. **Transition and Data Export.** For thirty (30) days after termination, upon request and subject to payment of applicable fees, Provider will make available a machine-readable export of Customer Data then in Provider's possession. Deletion of Personal Data will be handled under the DPA.
- 12.5. **Switching Assistance.** Subject to applicable law, Provider will provide reasonable cooperation to facilitate Customer's transition to another data processing service provider or to an on-premise solution, including support for secure export of Customer Data in a commonly used, machine-readable format. Any fees for such assistance will be limited to reasonable, cost-based charges permitted by law.

13. Assignment; Modifications

- 13.1. **Assignment.** Either Party may assign this Agreement in whole to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all assets, with written notice to the other Party. Any other assignment requires the non-assigning Party's prior written consent (not to be unreasonably withheld).
- 13.2. **Modifications.** Provider may modify online terms and policies from time to time. Material changes to this Agreement will be notified at least thirty (30) days in advance and will not materially diminish Customer's core contractual protections during a then-current Subscription Term.

14. Subcontractors; International Trade; General

- 14.1. **Subcontractors.** Provider may use subcontractors (including cloud providers and deployment partners) to provide the Services and remains responsible for their performance. Personal Data subprocessing is governed exclusively by the DPA.
- 14.2. **Export Compliance.** Customer will comply with applicable export and import laws. Customer represents it is not located in a sanctioned jurisdiction or on a restricted party list.

- 14.3. **Governing Law; Venue.** This Agreement is governed by is governed by the laws set forth below, without regard to conflict-of-laws principles, and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG):
- 14.3.1. **Americas:** For Customers with their principal place of business in North America, Central America, or South America, this EULA is governed by the laws of the State of New York, United States of America. The parties consent to exclusive jurisdiction and venue in the state and federal courts located in the State of New York.
- 14.3.2. **Europe, Middle East, and Africa (EMEA):** For Customers with their principal place of business in Europe, the Middle East, or Africa, this Agreement is governed by the laws of England and Wales. The courts of England shall have exclusive jurisdiction over any dispute arising out of or relating to this Agreement.
- 14.3.3. **Asia-Pacific (APAC):** For Customers with their principal place of business in the Asia-Pacific region, this Agreement is governed by the laws of Singapore. The courts of Singapore shall have exclusive jurisdiction over any dispute arising out of or relating to this Agreement.
- 14.4. **Notices.** Notices must be in writing and delivered by courier or email to the addresses in the Order Form.
- 14.5. **Force Majeure.** Neither Party is liable for delay or failure to perform (except payment obligations) due to events beyond its reasonable control, including labor issues, acts of God, war, terrorism, epidemics, government actions, or internet/telecommunications failures.
- 14.6. **Entire Agreement; Severability; Waiver.** This Agreement (including incorporated documents) constitutes the entire agreement. If any provision is unenforceable, the remaining provisions remain in effect. A waiver must be in writing and does not constitute a waiver of any other provision.

15. Artificial Intelligence Terms

- 15.1. **Definitions.**
- 15.1.1. **“AI Features”** means features of the Services that use machine learning, statistical modeling, rules engines, or other artificial intelligence techniques to generate predictions, scores, classifications, recommendations, or natural-language outputs.

- 15.1.2. **“Customer Inputs”** means prompts, instructions, configurations, thresholds, labelled examples, training feedback, or other content Customer submits to AI Features.
- 15.1.3. **“AI Outputs”** means predictions, scores, classifications, recommendations, explanations, summaries, or other content generated by AI Features for Customer.
- 15.1.4. **“Model Artifacts”** means models, parameters, weights, embeddings, rules, pipelines, and other artifacts developed or used by Provider or its licensors to power AI Features.
- 15.2. **Inputs, Training, and Derived Data.** Provider may process Customer Inputs to deliver AI Features and to create Derived Data as set out in the Agreement. Provider will not use Personal Data within Customer Inputs to train or retrain Model Artifacts for generalized use across customers, except (i) as permitted by the DPA using De-identified/aggregated data, or (ii) with Customer’s documented instructions. Provider owns Model Artifacts and Derived Data; Customer owns Customer Data and AI Outputs as between the Parties, subject to Section 15.6.
- 15.3. **AI Acceptable Use.** Customer will not use AI Features to: (a) make decisions that produce legal or similarly significant effects about a person without appropriate human review; (b) process special categories of Personal Data unless expressly permitted in an Appendix and the DPA; (c) create or disseminate content that is unlawful, deceptive, or infringes third-party rights; (d) perform fully automated operational control of physical equipment without human-in-the-loop safeguards; or (e) perform benchmark publication or model evaluation except as allowed by Section 4.5.
- 15.4. **Explainability; Evaluation; Rate Limits.**
- 15.4.1. **Explainability.** AI Features may be probabilistic and non-deterministic; explanations, feature importance, or confidence scores (if provided) are estimates and not guarantees.
- 15.4.2. **Evaluation.** Customer may internally evaluate AI Features. Publishing or sharing public benchmarks or comparative evaluations of the AI Features or Model Artifacts requires Provider’s prior written consent.
- 15.4.3. **Rate Limits.** Provider may implement usage caps, content filters, and safety systems and may suspend AI Features to protect the Services or third parties, with prompt notice to Customer.
- 15.5. **Human Oversight.** AI Outputs are advisory and intended to assist qualified personnel. Customer is responsible for (i) reviewing material AI Outputs; (ii)

choosing thresholds, actions, or workflows; and (iii) ensuring compliance with applicable laws, industry standards, and SOPs. For any automated actions Customer enables (e.g., remote control commands), Customer remains responsible for safety, regulatory compliance, and outcomes.

- 15.6. **AI Outputs; Rights.** As between the Parties, and subject to Provider's rights in the Services, Model Artifacts, and Derived Data, Customer owns AI Outputs generated for Customer's use. Customer grants Provider a non-exclusive, worldwide license to use AI Outputs solely to provide and support the Services (including quality, safety, and abuse detection). Provider does not claim ownership of Customer Inputs.
- 15.7. **Content Safeguards; Accuracy.** AI Outputs may contain errors, may not be unique, and may not reflect real-time conditions. Provider disclaims responsibility for decisions made or actions taken in reliance on AI Outputs; Customer must validate outputs appropriate to the use case.
- 15.8. **Third-Party Models.** AI Features may use third-party or foundation models subject to additional terms. Provider remains responsible for service delivery under the Agreement; Customer agrees to any pass-through terms provided in the applicable Appendix or documentation for such models.
- 15.9. **Regulated Use.** AI Features are not designed for life-support, clinical diagnosis, or other high-risk uses. For regulated workflows (e.g., GxP, cold-chain compliance), AI Features support advisory outputs; Customer is responsible for validation, recordkeeping, and regulatory determinations.
- 15.10. **Privacy & Security.** Personal Data processing for AI Features is governed by the DPA. Provider may retain safety/abuse and quality logs, including limited samples of Customer Inputs and AI Outputs, for security and troubleshooting consistent with the DPA.
- 15.11. **AI Indemnities.**
- 15.11.1. **Provider IP Indemnity (AI).** Provider's IP indemnity in §10.1 applies to AI Features as part of the Services but excludes claims based on Customer Inputs or Customer's use of AI Outputs contrary to the Agreement or documentation.
- 15.11.2. **Customer Indemnity (AI).** Customer will defend and indemnify Provider from claims arising from Customer Inputs or Customer's use of AI Outputs (including where such content is unlawful, infringes third-party rights, or violates the AUP or this Section 15).

- 15.12. **Export Controls.** Customer will not use AI Features in violation of export, sanctions, or trade laws, and will not provide access to restricted parties or in embargoed jurisdictions.
- 15.13. **Updates.** Provider may improve, retrain, replace, or deprecate AI Features or underlying Model Artifacts, provided changes do not materially diminish core functionality during a then-current Subscription Term.

Appendix - WebCTRL® Cloud / iVu® Cloud

This Product Appendix applies solely to the extent WebCTRL® Cloud and/or iVu® Cloud (collectively, the “**BAS Cloud Services**”) are purchased under an applicable Order Form. This Appendix describes module-specific functionality, dependencies, service levels, and limitations applicable to the BAS Cloud Services.

Processing of Personal Data is governed exclusively by the Data Processing Agreement (“**DPA**”), which is incorporated by reference and controls to the extent of any conflict with respect to Personal Data.

1) 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 building automation systems (“**BAS**”), including WebCTRL® and iVu® 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.

2) 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.

3) 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)

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

d) Integrations. Optional integrations with other Carrier digital offerings or Customer systems, as specified in the applicable Order Form.

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

4) 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.

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

5) 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.

6) 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.

7) 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) scheduled maintenance or emergency maintenance; 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.

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 user interface 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.

8) 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.

9) 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.

10) 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.

