

End User License Agreement (EULA) for CORTIX Digital Products

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The Digital Products are intended to assist users in their Comfort, Maintenance or Energy management Processes. The Products do not substitute for engineering judgment or experience.

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USER'S SOLE AND LIMITED REMEDY IS LIMITED TO THE AMOUNT OF MONEY USER PAID FOR THE DIGITAL PRODUCTS. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF ANY TRANSACTION UNDER THIS EULA MAY BE BROUGHT BY THE USER MORE THAN ONE YEAR AFTER THE USER HAS KNOWLEDGE OF THE OCCURRENCE WHICH GIVES RISE TO THE CAUSE OF SUCH ACTION.

ADDITIONAL UPDATES

This EULA applies to updates or supplements, including patches, cumulative patches, add-ons, and built-ins, to the original Digital Products provided by Carrier.

THIRD PARTY SOFTWARE

Customer acknowledges that products are hosted in the CORTIX™ platform. The CORTIX™ platform is hosted in infrastructure provided by cloud service providers and may use platform components from these cloud service providers. It could also include software provided by third

party vendors ("Third Party Software") which may be embedded in the Digital Products available to user. The terms of this Agreement and such other terms that Carrier may deliver with the subscription of Digital Products shall apply to Customer's use and it's sublicensee's use on behalf of Customer, as limited herein, of such Third Party Software. All Third Party cloud service providers or Software vendors shall be deemed third party beneficiaries under this Agreement. Customer may only use these Third Party Software and services as part of the Digital Products, and may not use it on a stand-alone basis or use or integrate it with any other software or device.

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TERMINATION

Carrier may terminate this EULA if User does not abide by the terms and conditions of this EULA, in which case Carrier will immediately terminate the User's access to all Digital Products.

NOTE ON JAVA SUPPORT

Sun Microsystems, Inc. has contractually obligated Carrier to make this disclaimer: THE DIGITAL PRODUCTS MAY BE GENERATED USING PROGRAMS WRITTEN IN JAVA. JAVA TECHNOLOGY IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF JAVA TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

PRIVACY

Please review the Privacy Policy available at <https://www.corporate.carrier.com/legal/privacy-notice/> and the Privacy Statement for the Services attached hereto as Exhibit A. These documents describe practices regarding the information that Carrier may collect from users of the Products

and Services. You hereby consent to the collection and process of your, the Owner's and/or the Authorized User's information as set forth in the Privacy Statement.

ENTIRE AGREEMENT

This EULA, including any addendum or amendment to this EULA which is included with the Digital Products, and any references to other applicable terms and conditions, is the entire agreement between User and Carrier relating to the use of Digital Products, and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Digital Products or any other subject matter covered by this EULA. To the extent the terms of any Carrier policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

CONTACT INFORMATION

If the User has any questions about this EULA, or wants to contact Carrier for any reason, please direct all correspondence to:

Carrier Global Corporation

13995 Pasteur Boulevard
Palm Beach Gardens, Florida 33418

Or

Automated Logic Corporation
Attn: Marketing Department
1150 Roberts Blvd.
Kennesaw, GA 30144,
United States of America

Or

EcoEnergy Insights
Attn: Marketing Department
RGA Tech Park, Block-2, 2nd Floor,
Survey No. 31/1, Sarjapura Main Road,
Bengaluru, Karnataka, India – 560035

Exhibit A

Privacy Statement

This Privacy Statement for Connected Services (“Privacy Statement”) describes information that Carrier Global Corporation and its subsidiaries and affiliates (collectively, “Carrier”) collect, use, share, and store, including personal information (i.e., information that personally identifies you, such as your name, email address or billing information, or other data that can be reasonably used to infer this information). Please note that this Privacy Statement may change from time to time. We will provide notice of any changes on the website or by contacting you.

1. *Consent to international data transfers.* Your personal information may be collected, processed and stored by Carrier or its service providers in the United States and other countries where our servers reside. Please be aware that the privacy protections and legal requirements, including the rights of authorities to access your personal information, in some of these countries may not be equivalent to those in your country. If you are using Carrier Products in the European Economic Area or other regions with laws governing data collection and use that may differ from United States law, you consent to the transfer of your personal data to the United States and other countries where Carrier operates. When we transfer personal data from the European Economic Area to other countries, we use a variety of legal mechanisms to help ensure your data is appropriately protected.
2. *Type of information collected and stored.* Carrier collects:
 - Setup information you or your reseller provide
 - Data from the Equipment and associated sensors including associated Wi-Fi and other network communication characteristics through which data is transmitted
 - Information about additional authorized or invited users
 - Information from Processes around the Equipment
 - Direct adjustments to the device
 - Technical information from the device
 - Business address and location
 - Names, email addresses and other basic profile information of users
3. *Prohibited Data:* The Digital Products are not intended for storage or use of any other personal data not related to above mentioned purpose, including, without limitation, social security numbers, financial account numbers, health information, driver’s license, passport or visa number, credit card data or any special categories of personal data (“Prohibited Data”). Authorized Users will not input any Prohibited Data while using the Digital Products.
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The following are the limited situations where we may share personal information:

- For external processing
 - As part of business transitions
 - For legal reasons
 - We may share non-personal information (for example, aggregated or anonymized customer data) publicly and with partners
5. *How information is stored.* Carrier generally stores your personal information on Carrier's servers until it is deleted or edited at your request, or for as long as you remain a Carrier customer in order to provide you with Products. Some information is processed and stored directly on the device. All personal information is encrypted as it is transmitted to Carrier and cannot easily be accessed. You can access, amend or delete your personal information from Carrier's servers through the controls in your account. Because of the way we maintain certain Services, after your information is deleted, backup copies may linger for some time before they are deleted, and we may retain certain data for a longer period of time if we are required to do so for legal reasons.

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If you have any questions, please contact us at privacy@carrier.com