



Monroe Public Schools

Operations and Technology Department

1275 N. Macomb St
Monroe, MI, 48162

MEMO

To: Andrew Shaw

From: David Payne

Date: 1/23/2026

Subject: Automated Logic Contracting Service

We recommend purchasing an 18-month service contract with Automated Logic at a cost not exceeding \$45,056. The pricing from February 1st, 2026, to June 30th is \$22,528, prorated. The high cost is due to the amount of service they will be providing. The second charge, in the amount of \$22,528, will cover the period from July 1st, 2026, to June 30th, 2027. The funds for this project will come from the Maintenance General Fund budget. The contract will provide us with savings on our weekly service calls and upgrades to the software used to monitor and adjust our environmental controls.

Thank you,

David Payne

Executive Director of Operations and Technology

Automated Logic Contracting Services Assurance Plans

Core



Prepared For: **Monroe City Schools**
Attn: **David Payne**
Location: **1275 N. Maccomb St.**
Monroe, MI 48161

Date: **12/11/2025**
Project ID: **23-08339**

AutomatedLogic

Building automation, energy and environmental control
www.automatedlogic.com



Section 1 - General Services Provided

- What this agreement covers

Section 2 - Systems Included

- What systems are included

Section 3 - Detailed Description of Work

- What tasks will be performed

Section 4 - Service Agreement

- Agreement scope, pricing, billing, and dates of services

Section 5 - Contacts

- Meet your team

Section 6 - Clarifications and Exclusions

- Clarifications and exclusions

Section 7 - Terms and Conditions

- The legal requirements for everyone's protection

ALC WebCTRL BAS System SUPPORT AGREEMENT Inclusions:

- Provide a WebCTRL Software Upgrade from the existing version V8.0 to the latest WebCTRL Software release version.
- Maintain All inclusive WebCTRL software upgrades and maintenance throughout agreement term.
- Database maintenance and offsite back up.
- Discounted Technical Labor Rate. hourly rate discount from current list price.
- Discounted Materials Rate.
- Remote access and telephone support.
 - Access to ALC call center for remote assistance from an ALC remote specialist during normal business hours.
 - System performance reviews to look for opportunities for improvement.
 - (Remote access is the responsibility of the owner)

First 6 Months Feb 1 2026 To June 31 2026 Scheduled Maintenance Visits:

- (12) 8 hr. Scheduled Site maintenance visits throughout Feb. 1, 26 through June 30, 26 in which our techs will:
 - Review system performance with your staff and address any questions or issues that arise.
 - Review Alarm Buffer and investigate alarms with your staff to correct any issues that may be control related.
 - Utilize Trend and Report information to verify performance of mechanical systems and ensure that these systems are operating as they should.
 - Update programs, graphics.
 - Scheduled Customer Training

July 1 2026 To June 30 2027 Scheduled Maintenance Visits:

- (12) 8 hr. Scheduled Site maintenance visits throughout July 1, 26 through June 30, 27 in which our techs will:
 - Review system performance with your staff and address any questions or issues that arise.
 - Review Alarm Buffer and investigate alarms with your staff to correct any issues that may be control related.
 - Utilize Trend and Report information to verify performance of mechanical systems and ensure that these systems are operating as they should.
 - Update programs, graphics.
 - Scheduled Customer Training

ALC Digital Core

WebCTRL® Software Updates

To keep your WebCTRL® server operating efficiently and securely, software updates are included in this agreement and will be installed as they are made available and scheduled with your staff. Typically provided at least once annually, software updates keep your system up to date, may include feature enhancements and security functions as well as optimize your user experience.

Controller Software maintenance

Revisions and updates to purchased software drivers (firmware) are included in this agreement and will be installed as they are made available and scheduled with your staff. These may include controller firmware updates that improve performance and security of your Automated Logic components.

Database protection and backup Automated Logic helps ensure the WebCTRL® configuration and history are preserved in a secure location.

24/7 call-center support

As an assurance program customer, you will have access to our 24/7 call center. Should an event occur where you require support, either onsite or via remote assistance, an experience service specialist will respond and interrogate your system. Should a site visit be required, we will work with you to determine the best time to dispatch our specialist. Additional charges may apply if our response and action are outside of our agreed upon scope of work.

Dedicated Account Management Support

As a valued Automated Logic customer, a dedicated account manager will be assigned to you to provide summarized reporting and consulting services as well as recommendations for improved facility performance and general support. We will work with you and guide our resources on their scheduled service visits to focus on areas where our technology lets us know attention may be required.

Scheduled Preventive Maintenance

Planned Preventive Maintenance

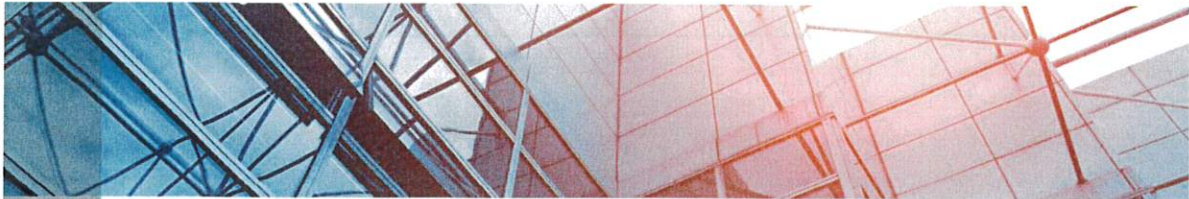
Our Enhance service program includes hands on preventive maintenance tasking commensurate with our experience and factory recommended maintenance routines. Scheduled maintenance visits provide preventative support to physical equipment including servers, controllers, field devices and operational checks of mechanical equipment.

Service Reports

During each planned visit, our specialists will document the work performed, discuss any material used for the work performed and discuss any additional findings that need attention including anything that may need to be prioritized.

Facility Management Consulting

Your dedicated Service Account Manager will provide periodic on-site consulting services that specifically address your facility needs and performance. Your account manager will share with you any opportunities to improve your facility performance uncovered by our technical team and work with you to prioritize any work that may even be out of scope of this agreement.



Customer Name: Monroe City Schools
Submitted By: Randall Lizcano
Customer Address: 1275 N. Maccomb St., Monroe, MI 48161

Scope of Service

Automated Logic Contracting Services, Inc. (ALCS) will perform scheduled maintenance during the term of this Agreement covering the automation equipment and systems listed in the Systems Included section of this Agreement. More detailed systems related tasks can be found in the Detailed Description of Work section of this Agreement.

Agreement Term

This Agreement shall become effective upon 02/01/2026 and shall continue for an 18 Month(s) term.

Agreement Billing

There will be an up front payment for the initial 6 months, paid in advance and a semi-annual payment(s) for July 1 2026 To June 30 2027.

Agreement Price

Pricing for 02/01/2026 - 06/30/2026	\$22,528.00
Pricing for 07/01/2026 - 06/30/2027	\$22,528.00



Thank you for your consideration of Automated Logic for this project. We look forward to working with you and your team on this unique opportunity. Please feel free to contact me anytime with questions or for any clarifications or scope modifications.

Sincerely,

Randy Lizcano

Randy Lizcano
Sr. Service Sales Rep
Automated Logic Contracting Services

Mobile: (419) 377-0541
randall.lizcano@carrier.com
www.automatedlogic.com

PROCEED AS INDICATED:

AUTOMATED LOGIC

Name

Signature Date

Title

CUSTOMER:

Customer Name

Signature Date

Title

The following controls professionals at Automated Logic are listed for your convenience whenever you need to contact us:

Your Service Contract Specialist: Randall Lizcano has been instrumental in preparing this proposal.
Contact at: (419) 377-0541 or randall.lizcano@carrier.com

Your Service Account Manager: Shane Spring provides overall support and ensures resource availability for your service agreement. Your account manager has the final responsibility to make sure your needs are met in the manner that meets your criteria.
Contact at: 567.408.4283 or shane.spring@carrier.com

Your Service Coordinator: Shane Spring schedules preventive maintenance visits, emergency calls, and manages priorities.
Contact at: 567.408.4283, or shane.spring@carrier.com

Your Accounting Contact: Sue Guyer is responsible for the timely invoicing under this agreement.
Contact at: 419.887.1611 or susan.guyer@carrier.com

Your Dispatch Supervisor: Craig DeHart is responsible for providing Remote Technical support during normal business hours.
Contact at 419.887.1611 dial 1 for Service.

Your Emergency After Hours Service: Automated Logic After Hours Call Center will connect you to the available on call Field Engineer.
Contact at: 419.887.1611

Your Area Service Manager: Shane Spring serves as Head of Service Department.
Contact at: Shane.Spring@carrier.com

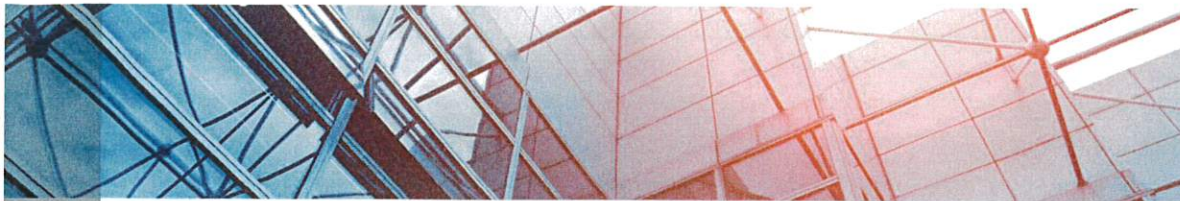
Your Area General Manager: Andrew Moebius serves as General Manager of Automated Logic North Central.
Contact at: Andrew.Moebius@carrier.com

General Office Information:

Automated Logic Contracting Services – Southfield Office
21170 Bridge Street
Southfield, MI 48033
Phone: 248-234-4491

Automated Logic Contracting Services – Sylvania Office
4935 Harroun Road
Sylvania, OH 43560
Phone: 419-887-1611

Automated Logic Contracting Services - Akron Office
1195 George Washington Blvd
Akron, -909-7000

**Clarifications:**

- This agreement is based on work being performed during normal business hours defined as (8am – 5pm weekdays)
- Activities performed under this agreement are dependent on the level of Assurance Plan selected.
- Repair and/or replacement of equipment installed by Automated Logic Corporation is dependent on the level of Assurance Plan selected and identified in the covered equipment list.

Exclusions:

- Premium Time for emergency or after normal business hours.
- Mechanical repairs.
- Taxes are not included in price.
- Removal, handling, or transporting any hazardous material.

Equipment Exclusions:

- All items not directly terminated to an Automated Logic control module are excluded from this agreement. Such items include but are not limited to fan motors, pump motors, fuses, disconnects, motor starters, smoke detectors, fire alarms, variable speed drives, air compressors, exhaust air valves, humidifiers, heating coils, mechanical dampers or any computer hardware and DDC controllers not provided by Automated Logic.
- Third party devices not originally installed by Automated Logic.
- Any control wiring or pneumatic tubing outside Automated Logic control panels, variable speed drives, combination fire/smoke dampers and actuators.

1. PAYMENT AND TAXES – Payment shall be made net 30 days from date of invoice. Automated Logic reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Automated Logic determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall pay Automated Logic any taxes or government charges arising from this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Automated Logic with acceptable tax exemption certificates. Payment for service agreements shall be due and payable in advance of services being rendered. All past due invoices will accrue interest at the lesser of 1% (one percent) per month or the maximum amount allowable by law.

2. TERM – This Agreement shall automatically renew at each Agreement anniversary¹ for an additional like term (a Renewal Term) unless either party gives written notice to the other party at least sixty (60) days prior to the expiration of the Initial Term or the Agreement anniversary. The Agreement Price for the first year of the initial Renewal Term will be adjusted to reflect the percent increase shown by the index of the Producer Price Index for Metals and Metal products published by the U.S. Department of Labor, Bureau of Statistics for the adjustment month compared with the index for the same month of the final year of the Initial Term of the Agreement and the percent increase to ALC straight-time hourly labor rates. The Agreement Price will be adjusted annually thereafter to reflect the percent increase shown by the index of the Producer Price Index for Metals and Metal products published by the U.S. Department of Labor, Bureau of Statistics for the adjustment month compared with the index for the same month of the previous year, and the percent increase to ALC straight-time hourly labor rate compared with the straight-time hourly labor rates for the same month of the previous year.

3. SCOPE OF WORK/EXCLUSIONS – Repair to building construction, plastering, patching and painting are excluded. Customer agrees to provide Automated Logic with required field utilities (electricity, toilets, drinking water, receiving dock, project hoist, elevator service, etc.) without charge. Automated Logic agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge Automated Logic for any costs or expenses without Automated Logic's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Automated Logic under this Agreement, Automated Logic's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises.

Certain exclusions apply to services where Automated Logic is providing covered repair labor and material cost under this agreement. Those exclusions regarding covered repair labor and material cost services include service calls due to failures resulting from Force Majeure Events (see Section 6 below), abuse or misuse of equipment, willful damage of equipment, alterations, modifications, and/or any damages as a result of negligence by others. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by Automated Logic shall not operate to compel Automated Logic to perform any work relating to Hazards without Automated Logic's express written consent. Services performed at customer's direction outside of the scope of this Agreement will be billed at our scheduled rates.

4. EXTRAS – Work and material in addition to or different from that stated herein, and changes in drawings, specifications or time of performance, shall be considered as extras, and shall entitle Automated Logic to an adjustment in the contract price and the delivery schedule.

5. EMERGENCY SERVICE WORK – If emergency service is performed at Customer's request and inspection does not reveal any defects for which Automated Logic is liable under this Agreement, Customer shall pay for such work at Automated Logic's prevailing time and material rate.

6. SHIPMENT/PARTIAL SHIPMENT/RETURNS – All product shipments shall be F.C.A. shipping point (Incoterms 2010), freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Automated Logic does not guarantee a particular date for shipment or delivery. Automated Logic shall have the right to ship any portion of equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment. No goods will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

7. DELAYS – Automated Logic shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Automated Logic's control, including, but not limited to, acts of God or of the public, acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer, Owner or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Automated Logic is delayed in manufacturing, shipping, delivery or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Automated Logic, Automated Logic agrees to notify Customer in writing as soon as practicable of the causes of such delay, and Automated Logic shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Automated Logic under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Automated Logic shall be excused from furnishing said materials or equipment.

8. WARRANTY – Automated Logic warrants to Customer that the Work performed by Automated Logic hereunder will comply in all material respects with the attached Scope of Work or Statement of Services and will be free from material defects in workmanship. Automated Logic warrants that all equipment manufactured by Automated Logic Corporation and all Automated Logic equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Automated Logic shall at its option repair or replace, F.C.A. point of sale (Incoterms 2010), any equipment, part or component sold by Automated Logic and determined to be defective within one (1) year from the date Customer has beneficial use. Automated Logic does not warrant products not manufactured by Automated Logic, but it does pass on to Customer any available manufacturer's warranty for such products. Automated Logic warrants that all services provided by Automated Logic hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Automated Logic shall at its option re-perform or issue a credit for such service. Automated Logic's obligations as set forth herein shall be Customer's exclusive remedy. Automated Logic shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, parts or components required as a consequence of faulty installation when not installed by Automated Logic, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Automated Logic. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Customer's use of any software provided under this Agreement is licensed (if applicable) and governed by the applicable end user license agreement.

¹ Agreement anniversary is defined as one year after the effective date or renewal date as stated in the Service Agreement section

9. WORKING HOURS – All services performed under this Agreement, including major repairs, are to be provided during Automated Logic's normal working hours unless otherwise agreed in writing.

10. CHANGE ORDERS/ADDITIONAL WORK – Automated Logic will not perform additional work until such time as Automated Logic receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement.

11. CUSTOMER RESPONSIBILITIES – Customer shall: provide safe and reasonable access to the job site and equipment being serviced; provide a safe work environment; keep areas adjacent to equipment free of extraneous material; move any stock, fixtures, walls, partitions, ceilings, enclosures or such other property as may be necessary to perform the specified work; promptly notify Automated Logic of any unusual operating conditions; operate any equipment supplied hereunder properly and in accordance with instructions; and identify and label any asbestos containing material that may be present. The Customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the Customer will also provide in writing the method used to determine the absence of asbestos. If online service via modem is being provided, the Customer shall provide and maintain, at Customer's cost, a voice grade dial-up telephone line or internet connection installed in a mutually agreed upon location.

12. LIMITATION OF LIABILITY – Under no circumstances shall Automated Logic be liable for any indirect, incidental, special or consequential damages, including loss of revenue, loss of profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Automated Logic shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Automated Logic's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Automated Logic's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Automated Logic under this Agreement. The aggregate liability shall not limit the liability of Automated Logic for any injury to, or death of a person, caused by its gross negligence.

13. CUSTOMER TERMINATION FOR DEFAULT – Customer shall have the right to terminate this Agreement for Automated Logic's default provided Automated Logic fails to cure such default within thirty (30) days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Automated Logic shall have free access to enter Customer locations to disconnect and remove any and all Automated Logic-owned parts, tools and personal property. Additionally, Customer agrees to pay Automated Logic for all incurred but unamortized service costs performed by Automated Logic including overhead and a reasonable profit.

14. AUTOMATED LOGIC TERMINATION – Automated Logic reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Automated Logic. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Automated Logic may terminate this Agreement without liability.

15. CLAIMS / ALC EMPLOYEES – Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. In the event of any dispute arising out of or related in any way to this Agreement, Automated Logic shall be entitled to recover all costs and expenses incurred in enforcing its rights hereunder, whether based in contract, tort or otherwise, including but not limited to all costs and attorney's fees incurred in any such dispute. The Customer acknowledges that Automated Logic's employees are valuable assets to Automated Logic. During the Term of this Agreement or one hundred eighty (180) days from the effective date, whichever is greater, if Customer hires an Automated Logic employee who worked at the Customer's facility at any time, the Customer agrees to 1) pay Automated Logic an amount equal to twelve (12) months' salary for such employee, and 2) reimburse Automated Logic for all costs associated with any training Automated Logic provided to such employee.

16. GOVERNMENT PROCUREMENTS –

(a) COMMERCIAL ITEMS – The components, equipment and services provided by Automated Logic under this Agreement are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Automated Logic's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Automated Logic will not agree to provide or certify cost or pricing data, nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Automated Logic.

(b) WHERE AUTOMATED LOGIC IS SUBCONTRACTOR – Where Automated Logic is subcontractor, Automated Logic is agreeing to perform a private subcontract for the sale of a commercial item on a fixed-price basis to Customer (a private entity) and as such there shall be no Federal Acquisition Regulations (FARs), DFARS, CFRs, or any other government procurement regulations of any kind which apply to this Agreement, except those regulations expressly accepted in writing by Automated Logic. In addition, Automated Logic will not agree to provide or certify cost or pricing data nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). Automated Logic refers to FAR 52.244-6, "Subcontracts for Commercial Items and Commercial Components."

17. HAZARDOUS MATERIALS – If Automated Logic encounters any asbestos or other hazardous material while performing this Agreement, Automated Logic may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Automated Logic's performance shall be extended accordingly, and Automated Logic shall be compensated for the delay.

18. OCCUPATIONAL SAFETY AND HEALTH – Automated Logic and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

19. ENTIRE AGREEMENT, ASSIGNMENT and MODIFICATION – This Agreement contains the complete and exclusive statement of the agreement between Automated Logic and Customer and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Automated Logic's prior written consent. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.

20. CUSTOMER CONSENT – Customer consents and agrees that Automated Logic may, from time to time, publicize Automated Logic related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

21. FOR WORK BEING PERFORMED IN CALIFORNIA – Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

22. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Automated Logic retains ownership of its intellectual property and no license to Automated Logic's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

23. ANTI-DISCRIMINATION POLICY – The Automated Logic Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link: <https://www.automatedlogic.com/en/company/work-for-us/>

24. PRICE ADJUSTMENTS – The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Seller to Customer.

25. DATA PRIVACY – Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement. Automated Logic processes personal data as described in our privacy notices at <https://www.automatedlogic.com/en/legal/privacy-notice/>

26. STATE CONTRACTOR LICENSE NUMBERS – A list of Automated Logic's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: <https://www.automatedlogic.com/en/support/contractor-licenses>

27. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY - If Customer is involved in the cannabis industry as a manufacturer, distributor, or otherwise in the United States, the additional terms and conditions available at <https://www.automatedlogic.com/en/support/additional-terms> which are incorporated herein, shall apply.

28. ADDITIONAL TERMS AND CONDITIONS – ABOUND – If this Agreement includes a subscription to the Abound platform, then the additional terms and conditions of the Abound Master SaaS Subscription Agreement available at <https://abound.carrier.com/en/worldwide/saas-agreement/> which are incorporated herein, shall apply.

29. ADDITIONAL TERMS AND CONDITIONS – WEBCTRL CLOUD – If this Agreement includes a subscription to the WebCTRL Cloud platform, then the additional terms and conditions of the WebCTRL Master SaaS Subscription Agreement available at https://www.shreddocs.com/hvac/docs/1000/PUBLIC/04/WBCTRL_MASTER_SAAS_AGREEMENT_DIRECT_09232022.PDF which are incorporated herein, shall apply.

30. REMOTE MONITORING –

(a) DATA RIGHTS - Customer hereby grants and agrees to grant to Automated Logic a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Automated Logic's performance of services pursuant to this Agreement, (ii) the improvement of Automated Logic services, and Automated Logic's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Automated Logic agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Automated Logic's database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Automated Logic, affiliates or suppliers of Automated Logic, and/or Customer.

(b) RETURN OF DATA - Customer understands and acknowledges that Automated Logic will collect Source Data that will be stored on and/or transmitted to Automated Logic's servers and to suppliers or affiliates that are contracted by Automated Logic and used to transmit, process, extract or store such Source Data for purposes of Automated Logic's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Automated Logic's servers, Customer agrees that such data and information shall become part of Automated Logic's database and therefore subject to the license terms under section 28(a).

(c) DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Automated Logic, and (iii) avoid intentional action to disable, turn off, or remove the data collection hardware or software without Automated Logic's express written consent, which consent shall not be unreasonably withheld.

(d) DATA SAFEGUARDS - Automated Logic processes personal data as described in our privacy notice at Carrier.com. The parties will comply with applicable data privacy laws governing personal data processed in connection with this Agreement, including the California Consumer Privacy Act (CCPA) and the European General Data Protection Regulation (GDPR), and take all reasonable commercial and legal steps to protect personal data. If Customer provides Automated Logic with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Automated Logic. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA and will not sell or exchange such personal data for anything of value.