



Trane Controls Proposal

Controls Proposal For:

Lafayette School Corp
2300 CASON STREET
Lafayette, IN 47904-4790

LSC Tecumseh Jr High Controls Upgrade 2026

Local Trane Office:

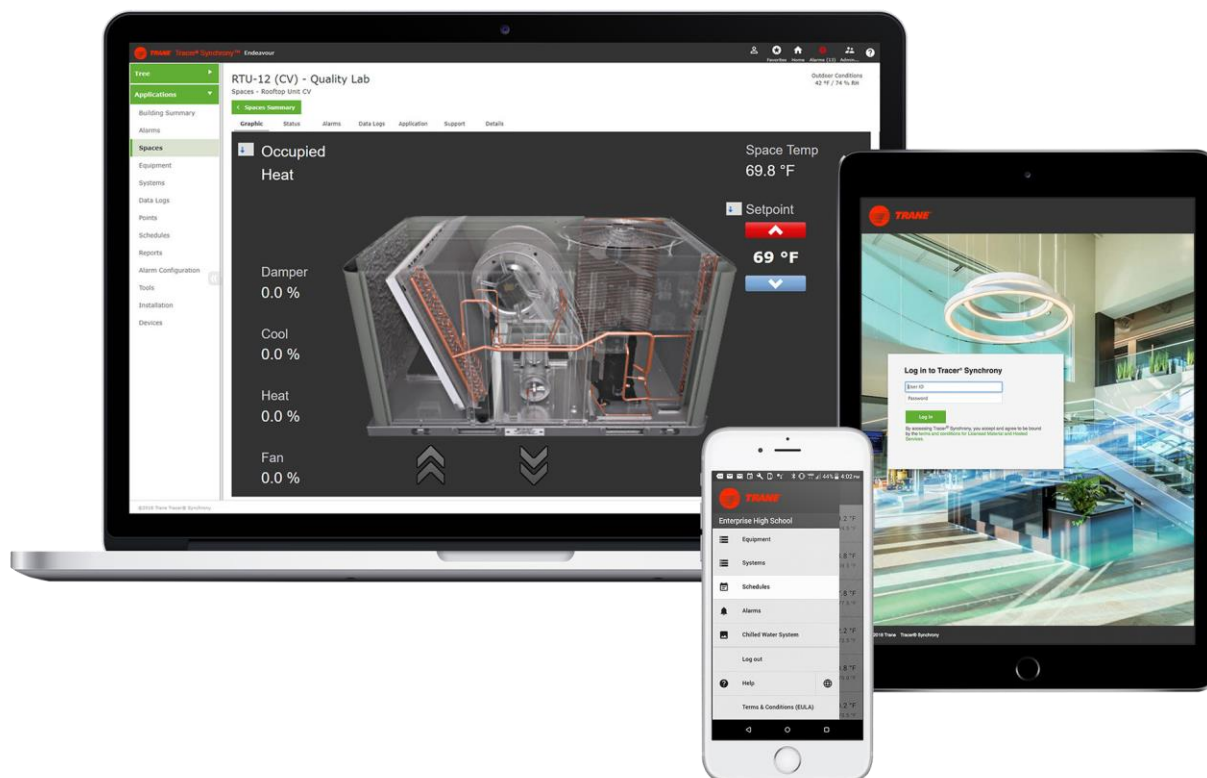
Trane U.S. Inc.
8100 E 106th St
Suite 220
Fishers, IN 46038

Date: November 4, 2025

Local Trane Representative:

Mick Williams
E-mail: mwilliams@tranetechnologies.com
Cell: (317) 519-6983
Office Phone: (317) 255-8777

Proposal ID: 7875252





Trane Controls Proposal

Executive Summary

Trane is pleased to present a solution to help Lafayette School Corp reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Lafayette School Corp to assist in the system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing controls to achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable building management systems and control products that improve system performance.

Some key features and benefits Lafayette School Corp should expect from this project are highlighted below.

- **Effortless Integration:** Our solution ensures seamless integration with your existing building automation systems, minimizing disruption and maximizing efficiency.
- **Comprehensive Upgrades:** We will perform any necessary software upgrades to your complete Building Automation System (BAS), ensuring optimal performance and future-proofing your investment.
- **Strategic Asset Planning:** In the first phase, we will prepare a detailed asset plan for the remaining equipment that has not been updated, providing you with a clear roadmap for future enhancements and maintenance.

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$654,823.00 USD. This investment will provide Lafayette School Corp with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Lafayette School Corp for all of your control products and service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Mick Williams
Trane U.S. Inc.

Prepared For:
Lafayette School Corp

Date:
November 4, 2025

Job Name:
LSC Tecumseh Jr High Controls Upgrade 2026

Proposal ID:
7875239

Delivery Terms:
Freight Allowed and Prepaid – F.O.B. Factory

Payment Terms:
Net 30

State Contractor License Number:

Proposal Expiration Date:
30 Days

Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with Lafayette School Corp and based on the site surveys performed on 09/30/2024.

Temperature Controls Project – Tecumseh Jr. High School – Opportunity ID 7875252

Trane shall design and program a complete and working Trane Building Management System (BAS) The Trane System is modular and can be expanded to monitor and control additional equipment in the future This proposal is based on the following scope of work:

GENERAL: All systems and devices provided (as detailed below) include the following general controls provisions:

1. **Engineering** - Design and Submittals
2. **Project Management** – Job Supervision and coordination
3. **Installation**
 - a. All Low voltage wiring to be in open plenum cable supported with J-Hooks or Bridle Rings
 - b. All low voltage wiring in mechanical rooms to be installed in EMT conduit where subject to physical damage.
4. **Operational Checkout/Functional Testing** - Conducted by factory trained Trane personnel.
5. **Commissioning Assistance** –Assist commissioning agent to verify system operation.
6. **Warranty** – (12) months from date of substantial completion
7. **Graphics** – Provide equipment and floor plan graphics
8. **Operator Training** – (8) hours of Owner/Operator instruction for Trane Controls

Temperature Controls to Include:

Remove all and replace all existing Controllers and Comm wiring listed below.

Tracer SC+ Building Automation System

- Trane will provide and our Electrical Subcontractor (EC) will install **Four (4) (One per Floor) Tracer SC+ Panels** and Air-Fi Wireless Communications Network.
- EC will provide 120vac power to the panel
- Customer will provide LAN connection and static IP address
- Provide standard graphic displays to present monitored points
- EC will run IMC Cable and 24VDC to Per **(6) WCI coordinators Floor (4 Floors)**

Basement East Wing

Unit Ventilator (Qty. 1)-Rm. 110

This proposal covers all required low voltage controls required for a properly functioning unit. An Air-Fi Wireless Communications controller and control devices will be **field installed** and programmed to meet the required sequence of operations.

Below is a list of items that will be replaced with new under this proposal. All other control devices will be reused. Any Defective devices found on start-up are not included and will be quoted separately.

- Return & Discharge Air Duct Temp
- Space Temperature w/ Humidity Plug in Module (Wireless)
- Two differential inputs for central plant pump speed.

Basement West Wing

Unit Ventilator (Qty. 5)

This proposal covers all required low voltage controls required for a properly functioning unit. An Air-Fi Wireless Communications controller and control devices will be **field installed** and programmed to meet the required sequence of operations.

Below is a list of items that will be replaced with new under this proposal. All other control devices will be reused. Any Defective devices found on start-up are not included and will be quoted separately.

- Return & Discharge Air Duct Temp
- Space Temperature w/ Humidity Plug in Module (Wireless)

Exhaust Fans (Qty 6)

This proposal covers all required low voltage controls required for a properly functioning unit. An Air-Fi Wireless Communications controllers and control devices will be field installed and programmed to meet the required sequence of operations.

Below is a list of items that will be replaced with new under this proposal. All other control devices will be reused. Any Defective devices found on start-up are not included and will be quoted separately.

- Fan Start/Stop/Status

AHU-2

This proposal covers all required low voltage controls required for a properly functioning unit. An Air-Fi Wireless Communications controller and control devices will be **field installed** and programmed to meet the required sequence of operations.

Below is a list of items that will be replaced with new under this proposal. All other control devices will be reused. Any Defective devices found on start-up are not included and will be quoted separately.

- Expansion Module
- Discharge Air Temperature (Qty 6)
- Hot Deck Temperature
- Cold Deck Temperature
- Pre-Heat Temperature
- Return Duct Temp/ Humidity Combo
- Space Temperature (Hardwired) (Qty 6)
- Humidity (Hardwired) (Qty 4)
- Supply Fan Start/Stop/Status
- EEF Exhaust Fan Start/Stop/Status
- Outdoor Air Damper Start/Stop/Status

AHU-3

This proposal covers all required low voltage controls required for a properly functioning unit. An Air-Fi Wireless Communications controller and control devices will be **field installed** and programmed to meet the required sequence of operations.

Below is a list of items that will be replaced with new under this proposal. All other control devices will be reused. Any Defective devices found on start-up are not included and will be quoted separately.

- Expansion Module
- Discharge Air Temperature (Qty 1)

- Return Duct Temp
- Mixed Air Averaging Temperature
- Reheat Discharge Air Temperature
- Supply Fan Start/Stop/Status
- Duct Static Pressure

Hot Water Plant

This proposal covers all required low voltage controls required for a properly functioning unit. An Air-Fi Wireless Communications controller and control devices will be **field installed** and programmed to meet the required sequence of operations.

Below is a list of items that will be replaced with new under this proposal. All other control devices will be reused. Any Defective devices found on start-up are not included and will be quoted separately.

- Expansion Module (Qty 2)
- Enclosure-NEW
- Hot Water Pump Start/Stop/Speed (Qty 3)
- Boiler Start/Stop/Status (Qty.3)
- Outdoor Air Temperature and Humidity
- Hot Water Differential Pressure
- Temperature Sensors (Qty 8)
- Emergency Boiler Shutdown

First Floor South Wing A/B

Exhaust Fans (Qty 8)

This proposal covers all required low voltage controls required for a properly functioning unit. An Air-Fi Wireless Communications controllers and control devices will be **field installed** and programmed to meet the required sequence of operations.

Below is a list of items that will be replaced with new under this proposal. All other control devices will be reused. Any Defective devices found on start-up are not included and will be quoted separately.

- Fan Start/Stop/Status

AHU-8

This proposal covers all required low voltage controls required for a properly functioning unit. An Air-Fi Wireless Communications controller and control devices will be **field installed** and programmed to meet the required sequence of operations.

Below is a list of items that will be replaced with new under this proposal. All other control devices will be reused. Any Defective devices found on start-up are not included and will be quoted separately.

- Expansion Module
- Discharge Air Temperature
- Preheat Discharge Air Temperature
- Return Duct Temp/ Humidity Combo
- Mixed Air Averaging Temperature
- Chilled Water Return temperature
- Supply Fan Start/Stop/Status

AHU-9

This proposal covers all required low voltage controls required for a properly functioning unit. An Air-Fi Wireless Communications controller and control devices will be **field installed** and programmed to meet the required sequence of operations.

Below is a list of items that will be replaced with new under this proposal. All other control devices will be reused. Any Defective devices found on start-up are not included and will be quoted separately.

- Expansion Module
- Discharge Air Temperature
- Preheat Discharge Air Temperature
- Return Duct Temp/ Humidity Combo
- Mixed Air Averaging Temperature
- Supply Fan Start/Stop/Status
- Hot and chilled water differential pressure sensors are on AHU-9's controller.

First Floor North Gym Area

Chiller Plant

This proposal covers all required low voltage controls required for a properly functioning unit. An Air-Fi Wireless Communications controller and control devices will be **field installed** and programmed to meet the required sequence of operations.

Below is a list of items that will be replaced with new under this proposal. All other control devices will be reused. Any Defective devices found on start-up are not included and will be quoted separately.

- Expansion Module (Qty 2)
- Enclosure-**NEW**
- Chiller Evaporator Pump Start/Stop/Status (Qty. 2)
- Chiller Condenser Pump Start/Stop/Status (Qty. 2)
- Chilled Water Pump Start/Stop/Status/Speed (Qty. 3)
- Chiller Start/Stop/Status/Setpoint (Qty.2) not currently wired to Andover controls as the intent was to use BACNet.
- Outdoor Air Temperature and Humidity Monitoring
- Chilled Water Differential Pressure Monitoring.
- Temperature Sensors (Qty 11)
- Tower Fan Start/Stop/Status (Qty. 2)

Exhaust Fan Central Plant (Qty 1 Controller)

This proposal covers all required low voltage controls required for a properly functioning unit. An Air-Fi Wireless Communications controller and control devices will be **field installed and** programmed to meet the required sequence of operations.

Below is a list of items that will be replaced with new under this proposal. All other control devices will be reused. Any Defective devices found on start-up are not included and will be quoted separately.

- Enclosure-**NEW**
- **Expansion Module** (Qty 1)
- Exhaust Fan Start/Stop/Status (Qty 13)

AHU-4

This proposal covers all required low voltage controls required for a properly functioning unit. An Air-Fi Wireless Communications controller and control devices will be **field installed** and programmed to meet the required sequence of operations.

Below is a list of items that will be replaced with new under this proposal. All other control devices will be reused. Any Defective devices found on start-up are not included and will be quoted separately.

- Expansion Module
- Discharge Air Temperature
- Reheat Discharge Air Temperature
- Return Duct Temp/ Humidity Combo
- Mixed Air Averaging Temperature
- Coiling Coil Discharge Air Temp
- Space Temperature (Hardwired)
- Humidity (Hardwired)
- Supply Fan Start/Stop/Status
- Hot and chilled water differential pressure sensors connected to Air handler 4.

AHU-5

This proposal covers all required low voltage controls required for a properly functioning unit. An Air-Fi Wireless Communications controller and control devices will be **field installed** and programmed to meet the required sequence of operations.

Below is a list of items that will be replaced with new under this proposal. All other control devices will be reused. Any Defective devices found on start-up are not included and will be quoted separately.

- Expansion Module
- Discharge Air Temperature
- Reheat Discharge Air Temperature
- Return Duct Temp/ Humidity Combo
- Mixed Air Averaging Temperature
- Coiling Coil Discharge Air Temp
- Space Temperature (Hardwired)
- Humidity (Hardwired)
- Supply Fan Start/Stop/Status

AHU-6

This proposal covers all required low voltage controls required for a properly functioning unit. An Air-Fi Wireless Communications controller and control devices will be **field installed** and programmed to meet the required sequence of operations.

Below is a list of items that will be replaced with new under this proposal. All other control devices will be reused. Any Defective devices found on start-up are not included and will be quoted separately.

- Expansion Module
- Discharge Air Temperature
- Preheat Discharge Air Temperature
- Return Duct Temp/ Humidity Combo
- Mixed Air Averaging Temperature
- Coiling Coil Discharge Air Temp
- Supply Fan Start/Stop/Status

First Floor East

Unit Ventilator/Fan Coil Unit (Qty. 12)

This proposal covers all required low voltage controls required for a properly functioning unit. An Air-Fi Wireless Communications controller and control devices will be **field installed** and programmed to meet the required sequence of operations.

Below is a list of items that will be replaced with new under this proposal. All other control devices will be reused. Any Defective devices found on start-up are not included and will be quoted separately.

- Return & Discharge Air Duct Temp
- Space Temperature w/ Humidity Plug in Module (Wireless)
- Hot and chilled water differential pressure sensors connected to controller in room 312.

First Floor West

Unit Ventilator (Qty. 5)

This proposal covers all required low voltage controls required for a properly functioning unit. An Air-Fi Wireless Communications controller and control devices will be **field installed** and programmed to meet the required sequence of operations.

Below is a list of items that will be replaced with new under this proposal. All other control devices will be reused. Any Defective devices found on start-up are not included and will be quoted separately.

- Return & Discharge Air Duct Temp
- Space Temperature w/ Humidity Plug in Module (Wireless)

Exhaust Fans (Qty 1)

This proposal covers all required low voltage controls required for a properly functioning unit. An Air-Fi Wireless Communications controllers and control devices will be **field installed** and programmed to meet the required sequence of operations.

Below is a list of items that will be replaced with new under this proposal. All other control devices will be reused. Any Defective devices found on start-up are not included and will be quoted separately.

- Fan Start/Stop/Status
- Hot and chilled water differential pressure sensors connected to controls in room 304.

Top Floor West

Unit Ventilator (Qty. 5)

This proposal covers all required low voltage controls required for a properly functioning unit. An Air-Fi Wireless Communications controller and control devices will be **field installed** and programmed to meet the required sequence of operations.

Below is a list of items that will be replaced with new under this proposal. All other control devices will be reused. Any Defective devices found on start-up are not included and will be quoted separately.

- Return & Discharge Air Duct Temp
- Space Temperature w/ Humidity Plug in Module (Wireless)

Exhaust Fans (Qty 18)

This proposal covers all required low voltage controls required for a properly functioning unit. An Air-Fi Wireless Communications controllers and control devices will be **field installed** and programmed to meet the required sequence of operations.

Below is a list of items that will be replaced with new under this proposal. All other control devices will be reused. Any Defective devices found on start-up are not included and will be quoted separately.

- Fan Start/Stop/Status (Qty.18)

AHU-1 (Existing on Tracer Controls)

Any Defective devices found on start-up are not included and will be quoted separately.

- Verify DP Sensors are connected and working properly.

- Hot and chilled water differential pressure sensors originally connected to Air handler 1. Did not see them on that air handler in the Tracer controls.

Top Floor East

Unit Ventilator/Fan Coil Unit (Qty. 14)

This proposal covers all required low voltage controls required for a properly functioning unit. An Air-Fi Wireless Communications controller and control devices will be **field installed** and programmed to meet the required sequence of operations.

Below is a list of items that will be replaced with new under this proposal. All other control devices will be reused. Any Defective devices found on start-up are not included and will be quoted separately.

- Return & Discharge Air Duct Temp
- Space Temperature w/ Humidity Plug in Module (Wireless)

Exhaust Fans (Qty 5)

This proposal covers all required low voltage controls required for a properly functioning unit. An Air-Fi Wireless Communications controllers and control devices will be **field installed** and programmed to meet the required sequence of operations.

Below is a list of items that will be replaced with new under this proposal. All other control devices will be reused. Any Defective devices found on start-up are not included and will be quoted separately.

- Fan Start/Stop/Status (Qty.5)

All Areas

FPB and VAV Terminal Boxes (Qty 82)

This proposal covers all required low voltage controls required for a properly functioning unit. An Air-Fi Wireless Communications controller and control devices will be **field installed** and programmed to meet the required sequence of operations.

Below is a list of items that will be replaced with new under this proposal. All other control devices will be reused. Any Defective devices found on start-up are not included and will be quoted separately.

- Discharge Air Temperature
- Space Temperature and Humidity Module (Wireless)

Miscellaneous BAS

- Space Temperature Wired on Unit Ventilators (Qty 11) Room B - #100, 102, 104, 300, 302, 304, 306, 400, 401, 402, and 403

NOTES/CLARIFICATIONS:

1. Scope includes Electrical sub
2. Scope plans on re-using sensors, valves, dampers etc. No Occ Sensors, or interlocks. Any field devices found failed will be additional cost to replace.
3. Control, programming, and/or monitoring of any equipment not specifically listed above is excluded.
4. Programming or startup of any controls and/or devices furnished by others is excluded.
5. Labor outside of regular business hours of 7:30 AM to 4:30 PM is excluded.
6. This proposal excludes any operator video training.
7. This proposal excludes control dampers to all exhaust fans.
8. This proposal excludes any BAS integration to any lighting systems or enterprise level BAS provided by others.
9. Supply air/return air smoke detectors furnished, wired, and installed by EC.
10. Any hardware, software, control devices, and/or installation associated with a fireman's control panel/smoke control panel, smoke purge system, smoke dampers, or fire dampers are excluded.
11. All thermowells, control valves, control dampers, and hydronic taps for BAS is installed by others.
12. VFD installation and high voltage wiring is by others.
13. Tax is **excluded**.
14. Any demolition for this project is **included per above**.
15. Any patching, finishing, or painting is excluded.
16. Performance and payments bonds are **excluded**.

Controls Systems and Equipment

- Provide and install (1) Tracer® SC building automation platform.
- Trane Tracer Air-Fi Wireless Network

Controls Product Licensed Materials or Hosted Services

- Subscription Product (if applicable): N/A

Control System Services Included

- Project Management
- Engineered Controls Submittals and As-Built Drawings
- Installation of field DDC Panel(s), Device(s), and low voltage Control Wiring per NFPA, NEC, and/or local Building Code requirements
- System Programming, Graphics, and Start-up
- (8) Training Hours of Owner Representative(s)
- 1st Year Parts and Labor Warranty

Services Not Included

- LEED, or 3rd Party Commissioning, or Test and Balance assistance/support or HVAC equipment startup.
- Trenching/backfilling, roof penetrations/sealant, underground conduit provisions, cutting, patching, painting, access doors, or demolition of any kind.
- Repair or replacement of any equipment being controlled.
- Ethernet drop and IP address.
- Any temporary controls.

Control System Devices Provided by Trane, Installed by Others

- Any Control Valves, Dampers, Air or Water Wells/Taps provided by Trane are to be installed by others.

Control System Clarifications and/or Exclusions

- Trane's proposal is based on plans and specifications or Request for Pricing dated 09/30/2024.
- Equipment order release and services rendered are dependent upon receipt of PO/Subcontract and credit approval.
- The owner shall maintain a safe working environment for Trane employees and/or subcontractors.
- Existing control power circuits/wiring and/or sensor wiring that meet code and control requirements may be reused.
- Allowances for Liquidated or Consequential Damages of any kind are not included (per Trane Terms and Conditions).
- Permits, Bonds, Fees, Demurrage or Storage Charges are not included.

Provided and/or Installed by Others

- Line Voltage power circuit(s)/junction(s) for DDC/Control Panel(s) and/or Device(s) are provided by others.
- Provision/Installation/Commissioning of any Fire Alarm Systems, Fireman's Override Panel(s), Smoke Control System (and/or Smoke Detectors), Fire/Smoke or Smoke Damper/Actuators, Fire Dampers, Lighting Control Panels, Refrigerant Detection Systems, Security and Access Systems, Heat Trace, Water/Gas/Utility Metering, or any control scope of work which is not listed above, is not included/provided.
- Provision/Installation/Commissioning of any standalone Automatic Temperature Control (ATC) thermostat type control, hardwired interlock control, repair/replacement of existing control/pneumatic system devices/panels, Thermostat Guards/Covers, or any control scope of work which is not listed above, is not included/provided.
- Provision/Installation/Commissioning of any motor starters and/or variable frequency drives are not included.
- Site ethernet connectivity shall be provided by the owner to ensure all necessary network conditions and requirements to ensure integrity of the customer's network and security. This connection process is provided to ensure proper integration with the customer's network infrastructure. Trane will require an IP address from the customer's IT department for each Trane Facility Infrastructure network device installed on the customer's network. Trane will provide the customer with a Mac address for each network device needed.
- To ensure proactive service and facility issue resolutions, Trane requests VPN access to the facility infrastructure systems specifically associated with the systems being monitored and/or controlled by Trane's automation/monitoring system to provide support from our local and/or national Trane Intelligent Services staff.

License Types

Standalone License: The Material may be installed and used on a single computer that can be directly accessed by only one User at a time, and that is not accessible to users on other computers. Rover™ service tool, Tracer™ TU service tool, BACnet Setup Tool, KestrelView™ service software, and other service tools are sold with a Standalone License unless otherwise specified in the terms and conditions of the sale. The Standalone License has a Service License Term.

Global License: The Material may be installed on a server and accessed and used at any User controlled location on any computers, smartphones or tablet computers or other devices operated by the User's employees and, if for a building automation system control product, computers, smartphones or tablet computers or other devices operated in connection

with the User's business operation by duly authorized agents and duly authorized contractors of the User that purchased the license. Tracer™ building management controller system products accessed via a web-browser or mobile application (including Tracer™ SC+ system controller, Tracer™ building management controller, Tracer™ Synchrony system controller, Tracer™ Ensemble building management system and Tracer™ Concierge building control system) and connectivity software are granted a Global License unless otherwise specified in the terms and conditions of the sale. The Global License has a Control License Term.

Limited Enterprise License: A single license to install and use the Material at any User location on any User device or supported interface device based on the number of Limited Enterprise Seats that have been purchased. The Limited Enterprise License has a Support License Term.

Enterprise License: Requires the purchase of Enterprise Concurrent Seats and a TRACE® 3D Plus license server installed on the User's network. If an Enterprise License has been purchased for any of The Material, The Material may be installed and used at any company location on any company computer or supported interface device. Use of the software Material for any and all computer(s) and/or device(s) on which the software is installed is limited to the quantity of purchased Enterprise Concurrent Seats. The Enterprise License has a Support License Term.

Hosted Services Subscription: A grant to Customer of a nonexclusive, non-assignable, royalty free, worldwide limited right to access and use the Hosted Services for Customer's internal business operations subject to the terms and conditions of the Licensed Material and Hosted Services Terms of Agreement.

Pricing and Acceptance

Lafayette School Corp
2300 CASON STREET
Lafayette, IN 47904-4790

Price

Total Net Price (*Excluding Sales Tax*).....\$975,000.00 USD

Financial items not included

- MANUALLY ENTER ADDITIONAL ITEMS
- Applicable sales tax or use tax is excluded
- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated Damages
- Demurrage or Storage Charges
- Participation in OCIO or CCIP Insurance Programs

Respectfully submitted,

Mick Williams
Trane U.S. Inc.
E-mail: mwilliams@tranetechnologies.com
Mobile Phone: (317) 519-6983

ACCEPTANCE

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Mick Williams	Cell: (317) 519-6983 Office: (317) 255-8777 Proposal Date: November 4, 2025
CUSTOMER ACCEPTANCE Lafayette School Corp	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number:

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0225)
Supersedes 1-26.251-10(1024)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. **"Personal Data"** means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of

providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or

undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

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