

# TERMS AND CONDITIONS OF SALE

## AUTOMATED LOGIC CONTRACTING SERVICES, INC & AUTOMATED LOGIC-CANADA, LTD

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.

**Schedule of Values** – Schedule of Values shall follow the terms below. Automated Logic reserves the right to deviate from these terms. Mobilization payment is required before commencement of any work.

-	<b>Mobilization</b>	<b>25% of Contract Amount</b>
	o <b>Procurement</b>	
	o <b>Submittals</b>	
	o <b>Scheduling</b>	
	o <b>Coordination</b>	
	o <b>Administration</b>	
-	<b>Engineering</b>	<b>10% of Contract Amount</b>
-	<b>Materials</b>	<b>20% of Contract Amount</b>
-	<b>Subcontractor(s)</b>	<b>30% of Contract Amount</b>
-	<b>ALC Labor</b>	<b>12% of Contract Amount</b>
-	<b>Closeout/Training</b>	<b>3% of Contract Amount</b>

2. **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.

3. **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.

4. **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.

5. **SHIPMENT/PARTIAL SHIPMENT/RETURNS** – All product shipments shall be EXW shipping point, Automated Logic's loading dock shall be the shipping point. The Customer is responsible for all freight charges, customs clearance and risks involved in the shipment 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.

6. **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.

7. **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, EXW point of sale, 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. CUSTOMER ACKNOWLEDGES THAT AUTOMATED LOGIC MAKES NO REPRESENTATION OR WARRANTY THAT THE IRON, STEEL, MANUFACTURED PRODUCTS AND/OR CONSTRUCTION MATERIALS USED BY AUTOMATED LOGIC IN CONNECTION WITH MEETING ITS OBLIGATIONS UNDER THE WARRANTY WITH RESPECT TO REPAIR OR REPLACEMENT WILL COMPLY WITH THE REQUIREMENTS OF THE INFRASTRUCTURE INVESTMENT AND JOBS ACT, THE BUY AMERICAN ACT OR ANY SIMILAR LAWS OR REGULATIONS.

Customer's use of any software provided under this Agreement is licensed (if applicable) and governed by the applicable end user license agreement.

8. **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.

9. **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.

10. **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 maybe 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 all relevant communications equipment and service, which may include, but not be limited to a telephone line with long distance direct dial and answer capability, internet access or Wi-Fi.

11. **LIMITATION OF LIABILITY** – Under no circumstances shall Automated Logic be liable for any indirect, incidental, collateral, special, punitive, or consequential damages, including, but not limited to loss of revenue, loss of profit, recalls, 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

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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.

12. **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.

13. **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.

14. **CLAIMS** – Any lawsuits arising from the performance or nonperformance of this Agreement, with the exception of any claims for non-payment, 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.

15. **INTERNATIONAL TRADE COMPLIANCE** - Sales and distribution of commodities, materials, hardware, software, services, and technology Customer receives from Automated Logic pursuant to this Agreement (the "**Product**") may constitute an export, reexport, or transfer, and such transactions must be conducted in accordance with the export control, trade, and economic sanctions laws and regulations of the government authorities with jurisdiction over such activities, including the European Union and its Member States, the United States, and the United Kingdom (collectively, "**Trade Control Laws**").

(a) Customer will conduct all activities under this Agreement in compliance with Trade Control Laws.

(b) Customer will not sell, supply, export, reexport, or transfer Products directly or indirectly to: 1. **Belarus, Cuba, Iran, North Korea, Russia, Syria, or the Crimea, Donetsk, Kherson, Luhansk, or Zaporizhzhia regions of Ukraine** or any other region that becomes restricted (each a "**Restricted Country**"); 2. to an individual or entity that is (i) an individual or entity designated on the U.S. Department of the Treasury's Office of Foreign Assets Control's ("**OFAC**") Specially Designated Nationals ("**SDNs**") and Blocked Persons List, the U.S. Department of Commerce's Bureau of Industry and Security's Entity List, the European Union's Consolidated List of Sanctions, as well as those of applicable Member States, and the UK Consolidated List; (ii) the Government of a Restricted Country, Venezuela, or Afghanistan, (iii) a person ordinarily resident in, or an entity registered under the laws of, a Restricted Country, (iv) an entity owned or controlled by a party in (i)-(iii), or (v) a person acting on behalf of, or for the benefit of, a party in (i)-(iv) (Parties in subparagraph 2(i)-(v) collectively, a "**Denied Party**"); 3. for an unauthorized end-use; or 4. in violation of Trade Control Laws.

(c) Customer shall conduct reasonable diligence to verify its customers' or end-users' identity and location and confirm the Products' intended end-use (collectively, "**End-User Diligence**"). Customer's End-User Diligence must be sufficient to identify and prevent unauthorized transactions, including those involving Restricted Countries and Denied Parties. Customer shall promptly notify Automated Logic of any transactions involving Restricted Countries and Denied Parties, or other violations of Trade Control Laws with respect to Products or related services.

(d) Notwithstanding any other provision of this contract, Automated Logic will not provide warranty, repair, replacement, or guarantee services for Products in Restricted Countries, to Denied Parties, or in violation of Trade Control Laws. If Customer extends to its clients any warranty that is broader in scope than the limited warranty provided by Automated Logic, Customer shall be solely responsible for all costs, expenses, liabilities, obligations, and damages resulting from the extension of such warranty.

(e) Upon request, Customer shall promptly provide Automated Logic with information about Customer's export of Products, including, without limitation, description, volume, value, Customer and/or end-user,

transaction dates, and service details.

(f) Customer represents and warrants that neither it nor its respective directors, officers, employees, or affiliates is a Denied Party or is located, organized, or resident in a Restricted Country.

(g) Automated Logic can terminate this Agreement effective immediately upon any of the following: 1. Customer becomes a Denied Party; 2. Customer violates Trade Controls or this clause with respect to any of the activities subject to this Agreement; or 3. Automated Logic reasonably determines that its Trade Control Laws compliance obligations prohibit Automated Logic's performance (each a "**Trade Controls Event**"). Termination under this clause shall be deemed a termination for just cause, relieving Automated Logic of any obligation to make further sales or provide further services (including warranty, repair, replacement, or guarantee services) under this Agreement, or to deliver any Products to Customer.

(h) Customer shall hold Automated Logic harmless against all liabilities, and, to the extent permitted by Trade Control Laws, indemnify Automated Logic for all costs, expenses, damages, and losses incurred by Automated Logic arising from a Trade Controls Event or violation of this section. In no event shall Automated Logic be liable for any special, incidental, exemplary, or consequential damages, including but not limited to, lost profits, fines, or penalties imposed on Customer by relevant governmental authorities, arising in connection with Automated Logic's performance under this Agreement, including but not limited to delays, fees, or limitations imposed in connection with Trade Control Laws.

### 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 immediately suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated to Automated Logic's satisfaction. The Customer is solely responsible for the identification, detection, abatement, encapsulating or removal of asbestos, goods or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria at a Customer site. 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 transfer or assign all or a portion of this Agreement only with Automated Logic's prior written consent. However, Automated Logic may transfer or assign all or part of this Agreement upon written notice to Customer. 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 grants to Automated Logic and its successors and/or assigns the right to photograph Customer's premises where the equipment and/or services were installed or performed. Customer further grants to Automated Logic and its successors and/or assigns the right to use those photographs and videos, Customer's name and nature of Customer's relationship with Automated Logic in all forms of media for Automated Logic's marketing

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campaigns including but not limited to press releases, case studies, project profiles, newsletters, social media and promotional brochures.

**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 prices of services performed and/or equipment purchased under this Agreement are 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.shareddocs.com/HVAC/DOCS/1000/PUBLIC/04/WEBCTRL\\_MASTER\\_SAAS\\_AGREEMENT\\_DIRECT\\_09232022.PDF](https://www.shareddocs.com/HVAC/DOCS/1000/PUBLIC/04/WEBCTRL_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 sublicense 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. an 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 30(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 obtaining consent and providing notice to 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.