



TRANE SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
2884 Corporate Way
Miramar, Florida 33025

Company Name**Trane Representative**

Paige Medert
Cell: (954) 218-2238
Office: (954) 499-6900

Site Address

Coral Gables Public Safety Complex
2801 Salzedo Street
Coral Gables, Florida 33134
United States of America

Proposal ID

2997373

Contact Telephone Number for Service

(305) 592-0672

Service Contract Number

TBD

February 9, 2021



Executive Summary

This Trane Service Agreement provides the gateway to a productive, results-oriented approach to managing and maintaining today's complex building systems. Industry-wide, building energy management systems (BEMS) are producing more savings and greater value for building owners. As facilities continue to generate more data, these intelligent buildings will generate greater benefits for facility managers, owners and occupants:

- Energy efficiency will be optimized for buildings, and even entire cities
- Facilities will offer more advantages for occupants, improving how people live and work
- Technology will enable compliance with emerging climate change policy
- Providers will differentiate themselves through competencies in cyber security

Across our customer base, Trane is consistently delivering 5 to 10 percent energy savings through our BEMS service offerings. Additionally, proper maintenance can save an estimated 12 to 18 percent* of your budget compared to a run-to-fail approach.

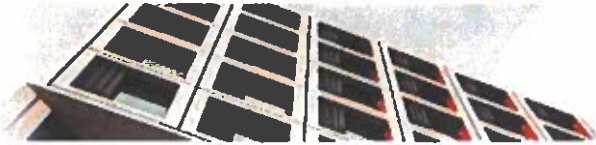
Today, Trane uses data and analytics to help you manage your lifecycle costs and capture those savings, while improving reliability and reducing energy use. Partnering with Trane for BEMS service gives you clear advantages. We look forward to making the following proposed solutions a reality for you. You'll see how even a good building can get better and improve over time.

THE VALUE OF REGULAR MAINTENANCE

Research conducted by the FEMP* has shown that regular maintenance can:

- Cut unexpected breakdowns by 70-75%
- Reduce downtime by 35-45%
- Lower equipment repairs and maintenance costs by 25-30%
- Reduce energy consumption by 5-20%

**Source: FEMP O&M Guide 2010*



VALUE ADDED SERVICES

FOCUSED ON BETTER BUILDINGS

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry. Trane experience provides the roots for practical progress:

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

FROM ANALYTICS TO RESULTS

As a service partner, Trane puts more knowing behind our doing. Data from your building enables Trane service technicians to focus their time and attention more productively. With analytics running constantly, Trane knows what's working fine, which issues need attention immediately—and which can wait—before our technicians ever enter your building.

Furthermore, Trane documents our work and publishes the progress we've helped you achieve in periodic reports. You will see documented results, aligned to your Key Performance Indicators (KPIs) whenever possible.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training

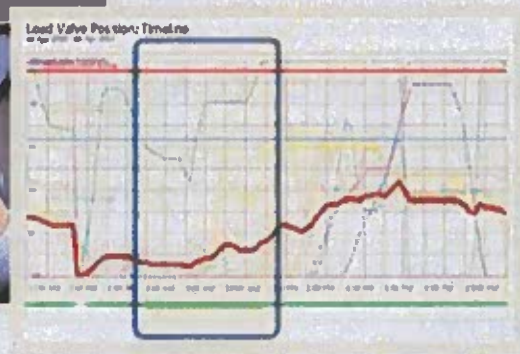




SCOPE OF SERVICES

BUILDING PERFORMANCE

Building Performance unleashes the power of building data to uncover hidden opportunities for improvement. A system-wide, initial assessment reveals the status of your building today. Using the collected data, Trane building professionals provide recommendations for improvements that are targeted to your budget and business goals. Continued efficient performance and additional gains are ensured through ongoing analysis.



Advantages:

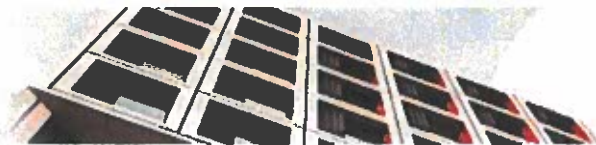
- Identify when HVAC systems or subsystems are operating inefficiently through system-wide assessments
- Optimize HVAC equipment runtime (reducing wear and tear and sustaining efficiency gains) based on the continuous, automated system analytics
- Reduce operational costs and energy consumption by implementing the service actions suggested by Trane building professionals
- See energy and operational savings progress using the periodic reports provided by Trane

Implementation:

- Initial system-wide assessment
- Continuous analysis by automated system analytics
- Interpretation by technical specialists
- Results-oriented, value-based actionable recommendations
- Ongoing reporting, tracking energy and operational savings
- Annual performance reporting as stated in the Agreement



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BAS SCOPE OF SERVICES

Two (2) Preventative Maintenance BAS Inspections per contract year as provided in the Agreement.

UP FRONT CONVERSATIONS

Up-front Conversations provide prior notification regarding when your Trane technician will be actively working on the system, and the planned scope of the assessment. Proactive communication provides information about when, which aspects, and why the Trane technician is reviewing your system.

Advantages:

- Implementation: Know which systems or equipment may be affected in advance
- Alert security and maintenance personnel that a Trane technician will be actively working on site
- Plan ahead to address current questions and concerns; schedule service or coaching at the same time
- Use the opportunity to discuss which improvement opportunities should be prioritized; which can wait



Implementation:

- Advance notification of the planned scope of work and any short-term system affects
- Communication of customer requirements, such as site access or security clearance
- Scheduling for "end of day" follow-up conversation
- Inquiry into current concerns for investigation
- Identification of future operator training or coaching requirements

SOFTWARE UPDATE AND TRAINING

Software Updates and training provides software installation and maintenance, along with information and demonstrations on new features and functionality.

Advantages:

- Proactively maintain BAS system software to each new version
- Gain new and improved capabilities as technology progresses
- Know how to gain the full advantages of system enhancements
- Keep BAS software compatible with current operating systems and browsers

Implementation:

- Proactive notification of software releases
- Installation and administration of software and/or firmware upgrades
- Comprehensive system and database backup and archiving
- Operator coaching and/or up-front discussion on new features



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ALARM LOG REVIEW

Alarm Log Review assesses each alarm that has been triggered since the last review, sorting nuisance alarms from events that require corrective action. Trane provides both an explanation of what each alarm means and guidance on next steps.

Advantages:

- Identify critical events within your mechanical and/or BAS systems
- Troubleshoot and initiate repairs proactively
- Prioritize repair/replace decisions through root-cause analysis
- Reassess whether set alarm parameters reflect your environmental requirements
 - For example, if an alarm set at 74 degrees triggers repeatedly, you may determine there is minimal risk to resetting the alarm to 76 degrees

Implementation:

- Alarm nature/cause determination through data analysis and customer discussions
- Differentiation of significant events and nuisance alarms
- Guidance on alarm parameters, if needed
- Alarm Log Reviews: 4 per year as stated in the Agreement

SCHEDULE REVIEW

Schedule Review compares system programming to the actual times when the facility is in use, taking into consideration normal business hours, weekends and holidays. Trane technicians review data to determine whether changes in programming or facility use may be beneficial.

Advantages:

- Gain better alignment between when the facility is occupied and when heating/cooling systems are running
- Reduce energy use during unoccupied times
- Use the insight to optimize how and when a facility is used, and to leverage the advantages of system zoning
 - For example, if the same group is overriding the entire building's heating or cooling system every Saturday morning for a meeting, it may be efficient to move the meetings to a different room in a more limited heating/cooling zone



Implementation:

- Scheduling reports
- Review and analysis of scheduling deviations and abnormalities
- Use-based recommendations for system optimization and efficiency



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GRAPHICS REVIEW

Graphics Review ensures the building automation system interface is operating properly, and that it continues to serve current user needs.

Advantages:

- Maximize usability with a flawless interface
- Ensure that graphics maintain full functionality
- Keep graphics aligned to user needs

Implementation:

- Review for data source/naming alignment
- Check for and fix broken links
- Consultation and recommendations for graphic enhancements or revisions



OVERRIDE REVIEW

Override Review determines which systems are operating in an override setting and which are operating as scheduled. It identifies where settings have been manually altered since the previous review.

Advantages:

- Understand what is driving overrides before releasing them
- Assess whether repeated override settings should become the new normal
- Uncover the causes of occupant discomfort or excessive energy use

Implementation:

- Override-report review and cause determination
- Assessment for system problems that are driving repeated overrides (For example, tenants are consistently too hot or too cold in a particular area)
- Recommendations for additional training on system functionality
- Suggestions for improving sequencing or scheduling

BAS SYSTEM PERFORMANCE AND EVALUATION

BAS System Performance and Evaluation validates that the controls system is operating properly, and that all components are fully functional.

Advantages:

- Gain reassurance that the BAS system is operating correctly
- See early indicators of developing failures and shutdowns
- Find out faster when a system is in failure mode
 - Determine where a communication failure has occurred, and how to resolve it

Implementation:

- Check controls memory, processors and resource utilization
- Confirmation that microprocessor components are operating within correct parameters
- Validation of network communication and link stability
- Identification of areas for concern





TECHNICIAN-CUSTOMER REVIEW

Technician-Customer Review concludes the visit with a summary of actions and findings—conducted remotely or on-site.

Advantages:

- Gain professional insight into the concerns you identified during the up-front conversation
- Obtain written documentation of the completed work and additional service recommendations
- Plan and prioritize future service work

Implementation:

- Verbal discussion and written documentation of completed work
- Identification of developing issues that should be monitored
- Presentation of findings requiring additional service, including work that falls outside the scope of the Trane Service Agreement

AIRSIDE OPTIMIZATION IDENTIFICATION

Airside Optimization Identification validates that airside systems are operating appropriately. It helps manage the multiple system inputs and confirms set-up accuracy.

Advantages:

- Maintain comfort, reliability and uptime
- Prevent premature failure of the system or components
- Identify anomalies that waste energy

Implementation:

- Set up and review reset schedule and setpoint trends
- Review VAS/area setup and discuss abnormalities
- Check loop tuning and provide a quote, if necessary
- Reset routines to design specifications

CHILLER PLANT OPTIMIZATION

Chiller Plant Optimization validates that the chiller plant is operating appropriately. It helps manage the multiple system inputs and confirms set-up accuracy.

Advantages:

- Maintain comfort, reliability and uptime
- Prevent premature failure of the system or components
- Identify anomalies that waste energy

Implementation:

- Review chiller plant control parameters and search for inefficiencies in cycling and staging
- Check loop tuning and provide a quote, if necessary
- Reset routines to design specifications



**TRANE®**

SUMMARY OF COVERAGE

BUILDING PERFORMANCE

- Trane uses data and analytics to help you manage your lifecycle costs and capture those savings, while improving reliability and reducing energy use and operational costs
- Trane consults with you on ways to improve your building's performance. We will prioritize actions and tell you how to pursue them
- Trane identifies when HVAC systems are operating inefficiently through system-wide assessments
- Trane will identify energy and operational savings opportunities using periodic reports

BUILDING AUTOMATION SYSTEM PREVENTATIVE MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane will work with you for planning, scheduling, and managing routine maintenance on covered HVAC equipment.

SCOPE OF SERVICE AGREEMENT

- (1) Building Performance and Optimization Reports
- (2) On-site BAS Controls Inspection
- (2) Remote System Inspections & Analytics Review by Remote Support Specialist
- Customized Mapping of Analytics to Trane Intelligent Services (TIS)
- Verification and Validation of Data and Analytics
- Software Maintenance Plan



COVERED EQUIPMENT



Building Automation System Inclusions		
BAS COMPONENT NAME	DESCRIPTION	COVERAGE
3 – TracerSC	System Controllers	Parts & Labor
9 – WCI	Wireless Communication Coordinators	Parts & Labor
3 – WCI	Wireless Communication Interfaces	Parts & Labor
1 – Ref. Monitor	BACnet Refrigerant Monitor	Communication & Diagnostics Only
1 – Server	Tracer Ensemble Enterprise Server	Parts & Labor
5 – 10" Displays	Tracer Concierge 10" Color Display	Parts & Labor
20 – FC / BC	Fan Coil / Blower Coil Units	Communication & Diagnostics Only
2 – WC Chillers	2 – Centrifugal Water Chillers	Communication & Diagnostics Only
1 – Switch	Ethernet Switch	Parts & Labor
1 – Gas Interface	Honeywell BACnet Garage Gas Interface Panel	Communication & Diagnostics Only
2 – Gateway	Mitsubishi Communication Gateway	Communication & Diagnostics Only
5 – CRAC	Computer Room Air Conditioners	Communication & Diagnostics Only
3 – UC400	EF & REF Controllers	Parts & Labor
9 – UC600	Air Handler Programmable Controllers	Parts & Labor
1 – UC600	Chiller Plant Programmable Controller	Parts & Labor
4 – XM70	I/O Expansion Module	Parts & Labor
5 – XM30	I/O Expansion Module	Parts & Labor
1 – XM32	Output Expansion Module	Parts & Labor
128 – UC210	Variable Air Volume Controllers	Front End Inspection Only
1 – Space Temp	Wired Space Temperature Sensor	Parts & Labor



Building Automation System Inclusions

BAS COMPONENT NAME	DESCRIPTION	COVERAGE
18 – Duct Temp	Wired Duct Temperature Sensors	Parts & Labor
5 – Immersion Temp	Wired Water Immersion Temperature Sensors	Parts & Labor
2 – Avg Temp	Wired Average Temperature Sensors	Parts & Labor
21 – Air-Fi Space Temp	Air-Fi Wireless Space Temperature Sensors w/ Displays	Parts & Labor
2 – Air-Fi %RH	Air-Fi Wireless Humidity Sensor Modules	Parts & Labor
1 – OA Temp / %RH	Wired Outside Air Temperature & Humidity Sensor	Parts & Labor
18 – Diff. Press. Swt.	Wired Differential Pressure Manually Reset Switches	Parts & Labor
13 – Air DP Swt.	Wired Air Differential Pressure Switch	Parts & Labor
8 – Static Press. Sens.	Wired Static Pressure Sensor	Parts & Labor
1 – Air DP Xmitter	Wired Air Differential Pressure Transmitter	Parts & Labor
1 – Liquid Press. Xmitter	Wired Liquid Pressure Transmitter	Parts & Labor
35 – CS	Wired Current Switches	Parts & Labor
9 – Air Flow Stat.	Wired Air Flow CFM Stations	Parts & Labor
1 – GPM Meter	Wired GPM Flow Meter	Parts & Labor
1 – Seq	Wired Analog to Binary Sequencer	Parts & Labor
5 – CO2 Sens	Wired Wall Carbon Dioxide Sensors	Parts & Labor
3 – Air-Fi CO2	Air-Fi Wireless Wall Carbon Dioxide Sensors	Parts & Labor
31 – Medium Actuators	Medium Damper, Chilled Water Actuators	Parts & Labor
8 – Large Actuators	Large Chilled & Condenser Water Actuators	Parts & Labor
43 – Relays	Pilot Duty Control Relays	Parts & Labor
17 – Transformers	24 Volt AC Control Transformers	Parts & Labor
8 – BACnet Term.	BACnet Communication Terminators	Parts & Labor



EQUIPMENT COVERAGE AND SERVICES

The following "Covered Equipment" will be serviced at:

Coral Gables Public Safety Complex

The following "Covered Equipment" will be serviced at Coral Gables Public Safety Complex:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BMSC	N/A	SC

Description

Extended System Analysis and Review (Service 4)

AHU Controls Support (Service 1)

Condenser Water Systems Controls Support (Service 3)

Chilled Water System Controls Support (Service 2)

Miscellaneous I/O Support (Service 9)

Software Upgrades (Service 10)

VAV Front-End Analysis (Service 11)

Quantity Per Term

10

5

5

5

5

5

5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	INTELLIGENT SERVICES	N/A	IS

Description

IS Initial BP Mapping (Service 7)

IS BP Tuning (Service 5)

IS Remote Analytics and Advisory Review BP (Service 8)

IS Consult Report Creation (Service 6)

Quantity Per Term

5

5

10

5



PRICING AND ACCEPTANCE

Site Address:
Coral Gables Public Safety Complex
2801 Salzedo Street
Coral Gables, Florida 33134
United States of America

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "Trane Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	\$40,740.00	\$10,185.00	Quarterly
Year 2	\$41,955.00	\$10,488.75	Quarterly
Year 3	\$43,215.00	\$10,803.75	Quarterly
Year 4	\$44,510.00	\$11,127.50	Quarterly
Year 5	\$45,845.00	\$11,461.25	Quarterly

☐ Service Fee Discount. A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 5 years, beginning **October 1, 2021** and expiring **September 30, 2026**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on September 30, 2026, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (305) 592-0672 or by direct mail addressed to: 2884 Corporate Way Miramar, Florida 33025.



Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

COVID-19 National Emergency Clause

This The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.



TRANE



This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE

TRANE ACCEPTANCE

Trane U.S. Inc.

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

Submitted By: Paige Medert

Proposal Date: February 9, 2021

Cell: (954) 218-2238

Office: (954) 499-6900

License Number: CAC#0023485

Authorized Representative

Title

Signature Date

The Initial Term of this Service Agreement is 5 years, beginning October 1, 2021.



TRANE



TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc.

1. **Agreement.** These terms and conditions ("Terms") 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 following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

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. **Acceptance.** 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. 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 these 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 counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance 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 Services provided by Company to the date of cancellation.

4. **Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. **Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. **Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. **Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. **Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer



TRANE



recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mold and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) 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.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure, corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE 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 TRANE 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, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify 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 personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its 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 or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. COVID-19 LIMITATION ON 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 TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and 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 premises, not brought onto the premises by Company. Company shall be required to resume performance 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 premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement 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 or its insurer waive rights of subrogation.



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 is 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 Services 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; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; 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. **Maintenance Services Other Than Solely Scheduled Service.** If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. **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 Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States 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 Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms 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, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their 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. 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 Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. **Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule 8 to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. **U.S. Government Services.** 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: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are 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 Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. **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.

1-26.130-7 (0720)
Supersedes 1-26.130-7(0919)