



Trane U.S. Inc.
7100 South Madison
Willowbrook, IL 60527
Phone: (903) 978-6312

September 10, 2024

DuPage County - Facilities Mgmt
421 N County Farm Rd
Wheaton, IL 60187-6018
(630) 985-7400

COOP QUOTE NUMBER: R1-192593-24-002 **COOP OR FEDERAL CONTRACT ID:** OMNIA Racine #3341

ATTENTION: Gavin Carroll

SUBJECT: Continuation of Service Agreement

Your Trane Service Agreement is scheduled to begin on October 9, 2024. To assure that there will be no interruption of service and benefits to Dupage County - Facilities Mgmt your Service Agreement will be extended through October 8, 2027. The adjusted Service Fees for the term for all sites is set forth in the following table:

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	\$130,606.00	\$10,883.83	Monthly
Year 2	\$135,301.00	\$11,275.08	Monthly
Year 3	\$140,712.00	\$11,726.00	Monthly

The Annual Amount and Payment information set forth above **DO NOT** include applicable sales tax. Applicable sales taxes will be included upon generation of the invoice for the renewed Service Agreement. Payment of applicable sales tax is the responsibility of the Customer.

If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing 30 days prior to the date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the date at our standard time and material rates.

SCOPE OF SERVICE

The Scope of Service for the new agreement period will remain the same as delivered in the current period.

TERMS & CONDITIONS

Terms & Conditions for the period are attached.

CLARIFICATIONS

If Dupage County - Facilities Mgmt accounting procedures require a purchase order for the term, please provide your purchase order number to Trane no less than 30 days prior to the service agreement date.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Sincerely,

Molly Zielke
Client Services Representatives
Trane

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date
Trane's License Number:

The Initial Term of this Service Agreement is 3 years, beginning October 9, 2024.
Total Contract Amount: \$406,619.00 USD.



HVAC EQUIPMENT COVERAGE

DuPage County Of

The following "Covered Equipment" will be serviced at DuPage County Of:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHF106NA1	L99A00095	Chiller 3

Service Description	Quantity Per Term
Oil Sample-Centravac (Service 1)	3
CenTraVac Vibration Analysis (Service 2)	3
Centrifugal Annual Inspection (Service 3)	3
Condenser Tube Brushing (Service 5)	3
Centrifugal Seasonal Start Up (Service 6)	3
Centrifugal Operational Monthly Inspection (Service 7)	21

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHF106NA2	L03A00012	Chiller 4

Service Description	Quantity Per Term
Oil Sample-Centravac (Service 1)	3
CenTraVac Vibration Analysis (Service 2)	3
Centrifugal Annual Inspection (Service 4)	3
Condenser Tube Brushing (Service 5)	3
Centrifugal Seasonal Start Up (Service 6)	3
Centrifugal Operational Monthly Inspection (Service 7)	21

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller Duplex	1	Trane	CDHF2000KE	L98M07403	Chiller 1

Service Description	Quantity Per Term
Oil Sample-Centravac (Service 8)	3
CenTraVac Vibration Analysis (Service 9)	3
Duplex Centrifugal Seasonal Start Up (Service 10)	3
Duplex Annual Inspection (Service 11)	3
Duplex Centrifugal Operational Monthly Inspection (Service 12)	21
Condenser Tube Brushing (Service 13)	3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	X136515240	E21E15263	

Service Description	Quantity Per Term
Remote Running Inspection (Service 14)	3
SC-BAS-SCHEDULED-ONSITE (Service 15)	3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BMCF000AAA	E21A08550	
Tracer SC	1	Trane	BMCF000AAA	E21B07096	
Tracer SC	1	Trane	X136515240	E21D10945	
Tracer SC	1	Trane	X136516950	E21D10820	



CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Oil Sample-Centravac

Description

- Take Oil Sample CenTraVac - Unit Not Running

Service 2: CenTraVac Vibration Analysis

Description

- Customer Notification
- Initial Site Inspection
- Unit Stabilization for Vibration Analysis
- Check Amp Draw for Vibration Analysis
- Vibration Analysis
- Return Unit to Normal Operation

Service 3: Centrifugal Annual Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Oil Analysis Per Circuit
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Purge Maintenance And Operation
- Vane Linkage And Oil Valve Lubrication
- Condenser Tube Inspection - Removing Head
- Open Starter Panel Door(s)
- Compressor Starter Inspection - Centrifugal
- Meg Compressor Motor
- Close Starter Panel Door(s)
- Control Panel Electrical Inspection - Centrifugal
- Control Panel Calibration Check
- Low Temperature Sensor Calibration
- Drain Rupture Disc Vent Line
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Pre-Start Chiller Check
- Start Chiller
- Manual Log With Electronic Device

Service 4: Centrifugal Annual Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Oil Analysis Per Circuit
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Purge Maintenance And Operation
- Vane Linkage And Oil Valve Lubrication
- Condenser Tube Brushing Including Head Removal

- Open Starter Panel Door(s)
- Compressor Starter Inspection - Centrifugal
- Meg Compressor Motor
- Close Starter Panel Door(s)
- Control Panel Electrical Inspection - Centrifugal
- Control Panel Calibration Check
- Low Temperature Sensor Calibration
- Drain Rupture Disc Vent Line
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Pre-Start Chiller Check
- Start Chiller
- Manual Log With Electronic Device

Service 5: Condenser Tube Brushing

Description

- Condenser Tube Brushing Including Head Removal
- Condenser Tube Brushing (Head Previously Removed)

Service 6: Centrifugal Seasonal Start Up

Description

- Initial Site Inspection
- TechView/KestrelView Connection
- Lubricate and Test Vane Linkage W/O Ending Lock Out Tag Out
- Oil Level And Temperature Check
- Test Oil Pump
- Pre-Start Chiller Check
- Start Chiller
- Run Service Report From TechView
- Manual Chiller Log (Applied)
- Review Purge Report
- Review Diagnostics
- Techview/Kestrel View Disconnection

Service 7: Centrifugal Operational Monthly Inspection

Description

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Manual Log With Electronic Device

Service 8: Oil Sample-Centravac

Description

- Customer Notification
- Initial Site Inspection
- Take Oil Sample CenTraVac - Unit Not Running
- Take Oil Sample CenTraVac - Unit Running

Service 9: CenTraVac Vibration Analysis

Description

- Customer Notification
- Initial Site Inspection
- Unit Stabilization for Vibration Analysis
- Check Amp Draw for Vibration Analysis
- Vibration Analysis
- Return Unit to Normal Operation

Service 10: Duplex Centrifugal Seasonal Start Up

Description

- Customer Notification
- Initial Site Inspection
- Remove Lock Out Tag Out
- Oil Level And Temperature Check
- Pre-Start Chiller Check

- Start Chiller
- Review Diagnostics
- Review Purge Report
- Manual Log With Electronic Device

Service 11: Duplex Annual Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Oil Analysis Per Circuit
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Purge Maintenance And Operation
- Purge Plus Expiration Date Check (High Performance)
- Vane Linkage And Oil Valve Lubrication
- Centrifugal Oil Filter Change
- Open Starter Panel Door(s)
- Compressor Starter Inspection - Centrifugal
- Meg Compressor Motor
- Close Starter Panel Door(s)
- Control Panel Electrical Inspection - Centrifugal
- Control Panel Calibration Check
- Low Temperature Sensor Calibration
- Drain Rupture Disc Vent Line
- Condenser Tube Inspection - Removing Head
- Evaporator Tube Inspection With Dropping Head
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Pre-Start Chiller Check
- Start Chiller
- Manual Log With Electronic Device

Service 12: Duplex Centrifugal Operational Monthly Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Manual Log With Electronic Device

Service 13: Condenser Tube Brushing

Description

- Customer Notification
- Initial Site Inspection
- Isolate Unit and Pumps and Lock Out Tag Out
- Condenser Tube Brushing Including Head Removal
- Condenser Tube Brushing (Head Previously Removed)
- Remove Lock Out Tag Out
- Open Water Valves
- Manual Log With Electronic Device

Service 14: Remote Running Inspection

Description

- Remote Running Inspection (RSS)

Service 15: SC-BAS-SCHEDULED-ONSITE

Description

- (BAS_7100_OFTIP) OFFICE - TIP MEETING
- (BAS_7100_OSTIP) ON SITE -TIP MEETING
- (BAS_7100_UPCOSI) UP FRONT CONVERSATION -ON SITE
- (BAS_1201_SCC) SYSTEM CONTROLLER AND COMMUNICATION INSPECTION
- (BAS_1201_SU) TRACER SC SOFTWARE UPGRADE
- (BAS_7100_TSCUP)TRACER SC SOFTWARE BACK UP

- (BAS_1201_OT) OPERATOR TRAINING
- (BAS_7100_GR) GRAPHICS REVIEW
- (BAS_7100_CSHC) CRITICAL SENSOR HEALTH CHECK
- (BAS_7100_SR) SCHEDULE REPORT
- (BAS_7100_SETCR) SITE EXIT TECHNICIAN CUSTOMER REVIEW
- (BAS_7100_SU) SALES UPDATE
- (BAS_7100_ALR) ALARM LOG REVIEW

Maintenance Agreement Program

Trane Chicago Service Page 2 of 17 The objective of this agreement is to insure reliable, efficient comfort for County of Dupage. Trane Chicago Service will accomplish this by providing knowledgeable, professional people to work with your building personnel. Working as a team, we can meet your objectives. Our commitment includes:

Assigned Service Team

Your service team will consist of an Account Executive and Factory Trained Service Technicians with extensive HVAC experience. Our technicians have a thorough understanding of controls, refrigeration and airside systems. Utilizing the correct diagnostic methods will ensure minimal downtime.

Energy and System Optimization

In order to assure effective environmental conditioning while minimizing the cost to operate the equipment, Trane technicians will review operating sequences and practices for the equipment covered by this agreement and advise you of energy saving opportunities.

Training

The cost of professional training always pays you back. We offer two annual operation and maintenance classes at our Willowbrook facility with the tuition fees waived. Additionally, we encourage questions during each service visit.

Complete Documentation

Complete documentation of all work performed on your equipment will be provided to you at the completion of each visit. Priority Emergency Response Our 24-hour Priority Emergency Response phone number is: (630) 734-3200. County of Dupage I receive Priority Emergency Response with a typical response time of less than two hours.

Discounts

County of Dupage will enjoy discounts on services needed in addition to this maintenance agreement:

- Discount off book price on Trane parts
- Discount off our prevailing labor rate
- Waiver of the four hour minimum charge

Automated Scheduling System

Trane Chicago Service utilizes a computerized scheduling program to assure that all services included in this agreement are performed.

Scope of Maintenance Agreement Services

Scope of Maintenance Agreement Services	Included
Annual Preventative Maintenance	Yes
Annual Start-Up	Yes
Running Inspections (QTY 12)	Yes
Vibration Analysis	Yes
Oil Analysis	Yes
Repair Labor	Yes
Replacement Parts	Yes
BAS Annual Inspection	Yes
BAS Remote Inspection	Yes
Emergency Service (Mechanical and BAS)	Yes
Training for Facility Staff	Yes
Written Reports	Yes

****Customer is responsible for waste oil disposal**

Maintenance Agreement Program Descriptions Emergency Service

SCOPE OF WORK

Full coverage refrigeration service contract for three electric water chillers in the power plant. (i.e. including, but not limited to motors, pumps, tubes, electrical components, functional parts, etc.) The intent of this agreement is to provide full coverage for all parts, refrigerant, and labor associated with all repair and maintenance work for the specified equipment. Service shall include normal preventative maintenance as well as emergency (breakdown) call-out service.

MAINTENANCE AGREEMENT

RUNNING INSPECTIONS

Monthly (7 times/year) operation routine inspections shall be performed on all machines over the cooling season. The cooling season is defined as April 1st through November 1st. These inspections shall include all labor, materials, parts, components, and refrigerants where applicable, lubricants, expendable supplies, and test equipment required to do the preventative maintenance in accordance with the manufacturer's recommendations and to ensure that the equipment included in the document will operate to its full capacity as efficiently as possible. All work is to be performed during regular business hours from 8:00 a.m. through 4:30 p.m., on all chillers listed in Equipment Schedules including but not limited to the following:

- Report to the County's representative, review the operating log and discuss and evaluate and correct any operating problems.
- Log and evaluate the operation, condition, level, temperatures, pressures, etc. of, but not limited to the following:
 - High temperature hot water in/out temperatures
 - General operating condition
 - Refrigerant charge, level and temperature
 - Purge/vacuum pump operation
 - All operating, limit and safety controls
 - Hours of operation
 - Start counts
 - Chilled water in/out temperature
 - Chilled water flow and pump suction and discharge pressures
 - Condenser water in/out temperatures
 - Condenser flow and pump suction and discharge pressures
 - Oil level, sump pressure, temperature and supply pressure
 - Load side voltage and amperage
 - Starter voltage amperage and voltage
 - Leak test with leak detector
 - Lubricate as per equipment manufacturer recommendations
 - Dilute and strong solution temperature/level
 - Chilled and condenser water pumps line voltage/amperage

ANNUAL PREVENTATIVE MAINTENANCE (ONE TIME PER YEAR)

Annual preventative maintenance up will be performed one (1) time per year at the end of the operating season. This inspection shall include all labor, material, parts, components, lubricants, expendable supplies and test equipment to do the preventative maintenance in accordance with the Chiller manufacturer's recommendations. All work is to be performed during regular business hours from 8:00 a.m. through 4:30 p.m., on chillers listed in the equipment schedules and will include but is not limited to the following:

- Report to the County's representative
- Perform the following operations
 - Brush clean all condenser and absorber tubes
 - Pressurize chiller and perform leak test

- Perform lithium bromide/refrigerant water analysis
- Provide copy of analysis to County
- Add any necessary additives or inhibitors
- Perform Spectrochemical Oil Analysis, change if necessary
- Provide a copy of analysis and recommendations to County
- Change oil filters
- Check oil heater operation
- Inspect purge system-change oil and oil filter
- Inspect; tighten all starter connections, contactors and rectifiers
- Check vacuum
- Lubricate all motors, valves, linkages and pumps
- Check/clean purge system
- Calibrate all controls
 - The brush clean condenser tubes operation shall include internal tube brush cleaning and visual tube inspection of the heat exchanger waterside tubes. Tube cleaning and inspection shall include heat exchanger head removal and replacement including all related materials.
 - Repair, replace and or calibrate any deficiencies found during this inspection including the additional of fluids and refrigerants
 - Provide a written inspection report to the County

ANNUAL START-UP (ONE TIME PER YEAR)

Annual start-up will be provided one (1) time per year on the chillers listed in the equipment schedules prior to the seasonal startup date of the facility as scheduled by the Facilities Manager. This inspection shall include all labor, material, parts, components, lubricants, expendable supplies, refrigerants and test equipment to do the maintenance in accordance with the Chiller manufacturer's recommendations. All work is to be performed during regular business hours from 8:00 a.m. through 4:30 p.m., and will include but is not limited to the following:

- Report to the County's representative
- Log and evaluate the operation, condition and or level of the following
- Adjust and calibrate as required:
 - Check operating condition, refrigerant charge, purge and vacuum pump operation
 - Rebuild vacuum pump
 - Clean tube line strainers
 - Calibrate/check all pneumatic/electronic operating and safety controls/relays
 - Calibrate/check all differential pressure and flow switches
 - Check/calibrate all steam control valves
 - Vane position and shaft oiler
 - Hours of operation and start counts
 - Absorber, condenser and chilled water temperature in/out
 - Evaporator, absorber and condenser pressure drop
 - Refrigerant temperature
 - Dilute solution saturation temperature and concentration
 - Absorber solution level, temperature in/out Oil level, sump pressure, temperature and supply pressure
 - Load side voltage amperage
 - Starter voltage and amperage
 - Leak test
 - Replace lithium bromide filters
 - Lubricate as per manufacturers recommendations
 - Test and cycle all equipment
 - Perform lithium bromide/refrigerant water analysis
 - Provide copy of analysis to County
- Repair, replace and or calibrate any deficiencies found during this inspection including the addition of fluids and refrigerants.
- Provide a written inspection report to the County

VIBRATION ANALYSIS (ONE TIME PER YEAR)

Perform annual vibration analysis on all the centrifugal equipment listed in the Equipment schedules. Provide two (2) copies of the report to the County. This report will include copies of all data collected readouts, trending, and vibration plots, recommendations and all information necessary to accurately evaluate equipment conditions.

REFRIGERANT REPLACEMENT

The chiller maintenance agreement shall include the cost of refrigerant replacement in the event of refrigerant loss. Replacement refrigerant shall be of the same type, quantity and shall be virgin (no recycled) type.

REFRIGERANT PUMP-OUT

The county has a portable refrigerant pump-out assembly capable of accepting the entire refrigerant charge of the largest (2000-ton) machine. The chiller maintenance contractor may utilize this device if refrigerant pump-out is necessary.

DISPOSAL OF WASTE

The county shall dispose of any waste material accumulated because of this contract; however, all waste material (oil, etc.) shall be presented to the county staff in appropriately marked and sealed containers for disposal by the County.

MAJOR REPAIRS

The service contractor shall be responsible for all required repairs (parts, labor, and refrigerant) as part of this contract. The only exceptions are repairs that are required because of inadequate water treatment.

REFRIGERANT MONITOR

The service contractor shall be responsible for all required repairs (parts, labor) as part of this contract.

Maintenance Agreement Program Descriptions Emergency Service

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: 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

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

REMOTE SUPPORT

Local Remote Support: (630) 734-3200 (Monday – Friday 7am- 4 pm)

- Trane shall remotely diagnose issues (up to 30 minutes) via our BAS energy center in Willowbrook IL.
- Trane to assist customer in resolving issue related to their BAS system
- Update assigned technician(s) of system problems, system modifications, as well as coordinate dispatching as required.

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
Network security updates/downloads
Browser Updates
New feature sets
Compatibility updates

***Trane shall provide and install software upgrade(s) for your Tracer SC+ devices and Tracer Ensemble as required as part of this agreement*

Emergency Service (Building Automation)

Trane's EMERGENCY SERVICE PROGRAM provides Maintenance Agreement customers with 24 hour emergency service response. A qualified factory trained service technician will respond to your emergency and help minimize equipment downtime.

- Trane's 24 hour emergency service phone number is **(630) 734-3200**.
- This agreement provides unlimited emergency service requests.
- Typical response time is less than two hours.
- Diagnostic time: The time necessary to diagnose and perform minor adjustments (up to 3 hours) will be at no charge. Once the problem has been diagnosed, repair time is billable at Trane's prevailing labor rates.
- Preferential treatment: Maintenance Agreement customer requests will receive priority over non maintenance agreement customer requests.

EMERGENCY SERVICE (Mechanical)

Emergency Service shall be available 210 days per year (based on a 7-month cooling season), 24 hours per day at no additional cost. The service technician shall arrive on site within ninety (90) minutes of notification from the Facilities Manager or his designee. All necessary parts, fluids, refrigerants and tools are the responsibility of the service provider. If contractor is unable to repair chillers within twelve hours when the local Wheaton temperature exceeds 73 degrees Fahrenheit and 40% humidity outside air during cooling season, which is defined as the April 15th through November 15th, the County reserves the right to contract directly with another vendor to facilitate repairs, and deduct the cost of those necessary repairs from the contract amounts due to the contractor.

TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

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, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital 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 counteroffer 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 counteroffer 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. Cancellation: The Customer reserves the right to cancel the whole or any part of this contract (1) upon 90-day written notice, without cause, or (2) upon 14-day written notice for cancellation due to failure by the Company to carry out any obligation, term or condition of this contract, or (3) immediately upon written notice of the Customer's non-appropriation of funds for the following contract year (a "Non-Appropriation Termination"). In the case of Company's Breach or Default, unless the breach or default creates an emergency situation, as determined in the Customer's sole discretion, the Company shall be given notice and a fourteen (14) day opportunity to cure. In the event of a Non-Appropriation Termination, the Customer shall be responsible for payment of amounts incurred for all services rendered during the then-current and funded contract year. If the Customer terminates this Contract because of the Company's breach or default, the Customer shall have the right to purchase items or services elsewhere and to charge the Company with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The Customer may offset these additional costs against any sums otherwise due to the Company under this or any unrelated contract.

6. Payment. Payment is due in accordance with the terms of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. 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 60 days after the County's receipt of Company's invoice in compliance with Sections 3 and 4 of the Illinois Local Government Prompt Payment act a service charge equal to the lesser of the maximum allowable legal interest rate under the Illinois Local Government Prompt Payment Act, 50 ILCS 550/4. Without liability to Customer, Company may discontinue performance whenever payment is overdue.

7. 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: (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.

8. 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.

9. 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.

10. 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 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/mould 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 Company. 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.

11. 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 later 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 and to correcting any labor/labour improperly performed by Company. 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 Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product, unless such loss is caused by Company's act, omission, recklessness, or negligence. 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 either: (a) 12 months from the later of the date of equipment start up or replacement (defects); and (b) 90 days from the completion of the labor portion of the Maintenance Services and Additional Work (labor). 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 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, 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, 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.**

12. Indemnity. To the maximum 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 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. Nothing contained herein shall be construed as prohibiting the Customer, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Indemnitor shall likewise, to the extent permitted by law, be liable for the cost, fees and expenses incurred in the Indemnitee's or defense of any such claims, actions, or suits. Customer does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

13. 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 CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, 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, OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 36 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 TRANE DIGITAL 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.

14. 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 OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 the 18th Judicial Circuit Court, DuPage County, Illinois. 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, together with the OMNIA – Racine Contract # 3341, 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.

20. 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 B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. 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.

22. 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 or 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 (0724)
Supersedes 1-26.130-7 (0821)

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:
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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).
 - e. 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. 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.

November 2023