

AL-KO Machine Information and Data Policy

1) This Machine Information and Data Policy applies to all AL-KO products (a “Product” or the “Products”). Separate terms may apply to a specific Product or when a customer has entered into an agreement with AL-KO, such as a subscription agreement for a telematics service or an end user license agreement for a mobile app.

“AL-KO” means Trane Technologies International Ltd., its affiliated companies and parent companies, and the affiliated companies of parent companies.

“Collection Equipment” means any device, software, app, diagnostic, service, or other product interface or connection that interacts or connects with one or more of the Products.

“Machine Information” means information and/or data about a Product that is created by, collected by, or stored by Collection Equipment and that is shared with AL-KO. Machine Information (i) may include, but is not limited to, the following types of information: model number, serial number, usage, performance, operation, location, diagnostic, software version, hardware version, configuration, setting, mode, alarm, temperature data, pressure data, flowrate data, electrical data including voltage, current, consumption, and frequency; operational data including run-hours, operation mode, status, desired temperature setpoints, environmental ambient temperature and humidity levels, and maintenance schedules and diagnostic information, and sensor information, but (ii) does not include Personal Information (where “Personal Information” means any information or set of information that identifies or could be used by or on behalf of AL-KO to identify an individual).

Data type includes analog formatted as floating points and binary formatted as integers. There are no text data. Although volume of product data varies depending on the product, one piece of equipment generally generates less than 250k compressed data per month. Data are not real-time but time stamped and sent periodically. Data are stored in local trend logs before being sent to a local buffer and onto a host and back-up server located in the European Union.

Your Machine Information may be accessed, retrieved, or, where relevant, erased, as per Articles 3 and 50 of the Data Act.

2) We reserve the right to refuse access to certain data where we as trade secret holder are able to demonstrate that we are highly likely to suffer serious economic damage from the disclosure of such trade secrets as per the Data Act. A risk of breach of trade secrets exists for the following data: alarm and fault codes; efficiency data, including Coefficient of Performance (“COP”) and Energy Efficiency Ratio (“EER”); desired pressure setpoints; and maintenance service history.

3) All Machine Information relating to the performance and condition of your Product that we collect in connection with our performance hereunder shall be owned by you, provided that you are granting to us the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data we collect from you. We shall not use or publish such data in any way that identifies you as the source of that data without your prior written consent. The data we will collect from you will not include any personal or individual information. Data collected are subject to the rules, concepts and operating principles of the EU Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 (“Data Act”).

4) A Product may include Collection Equipment, such as telematics equipment, as a standard feature and Machine Information may be collected in accordance with this Policy without activation of a telematics service or a subscription agreement. When a customer enters into a subscription agreement, Personal Information may be processed as well by AL-KO and the terms and conditions of such processing of Personal Information will be provided for in the separate subscription agreement between the customer and AL-KO and our Data Protection and Privacy Policy: www.tranetechnologies.com/privacy-policy.html.

Machine Information can be obtained by AL-KO automatically, manually, or polled and in real time, logged or offline modes via Collection Equipment, including when a Product is connected to an authorized third party telematics service provider. Machine Information may also be collected and/or processed for AL-KO by, and shared with, business partners or third parties who process information on behalf of AL-KO for systems and/or using systems that interact or connect with a Product.

AL-KO collects and uses Machine Information for, among other things, legitimate business reasons such as customer service; product, warranty and claims administration; product development, service, and improvement; monitoring product efficiency and performance; statistics and analytics, meeting governmental reporting and records requirements; maintenance of records; internal research; safety management; and financial and sales data management. AL-KO may provide service alerts, product offers, service offers, or other notifications based on Machine Information.

Machine Information may be transferred if AL-KO sells or transfers a business or asset. Machine Information may be aggregated and the aggregated information may be disclosed to third parties or published as reports. AL-KO may disclose Machine Information if required to do so by law or to protect and defend the rights or property of AL-KO.

AL-KO will take reasonable precautions to protect Machine Information in its possession from loss, misuse and unauthorized access, disclosure, alteration and destruction.

5) We will use commercially reasonable efforts to store your data for up to 18 months from collection. Either party may terminate any data services and/or sharing agreement ("Data Agreement") which is in place by providing 2 months' notice. In the event that such notice is provided, upon request within that period, we will provide to you an electronic copy of data collected from you, and stored by us, for you to switch to a data processing service offered by a different provider of data processing services or to port all exportable data and digital assets to an on-premises Information and Communications Technology ("ICT") infrastructure, without undue delay and in any event not after the mandatory maximum transitional period of 30 calendar days, during which the data agreement remains applicable and during which we shall:

- (i) provide reasonable assistance to you, and third parties authorized by you, in the switching process;
- (ii) act with due care to maintain business continuity, and continue the provision of the functions or services under the Data Agreement;
- (iii) provide clear information concerning known risks to continuity in the provision of the functions or services on the part of the source provider of data processing services; and
- (iv) ensure that a high level of security is maintained throughout the switching process, in particular the security of the data during their transfer and the continued security of the data during the retrieval period specified in point (g), in accordance with applicable Union or national law.

Where your rights under this paragraph 5 are exercised, we will support your exit strategy relevant to the contracted services, including by providing all relevant information.

The Data Agreement may be considered terminated, and you shall be notified of the termination, in any of the following cases:

- (i) where applicable, upon the successful completion of the switching process under this paragraph;
- and

(ii) at the end of the notice period referred to herein, where you do not wish to switch but to erase its exportable data and digital assets upon termination, the notice period for initiation of the switching process is two months.

Categories of data and digital assets that can generally be ported during the switching process include Machine Information.

Data to be exempted from the exportable data include those data listed in paragraph 2 provided that such exemptions do not impede or delay the switching process provided for in Article 23 of the Data Act.

The minimum period for data retrieval is 30 calendar days, starting after the termination of any transitional period that is agreed.

All exportable data and digital assets generated directly by you, or relating to you directly, will be erased after the expiry of the retrieval period or after the expiry of an alternative agreed period at a date later than the date of expiry of the retrieval period, provided that the switching process has been completed successfully.

Switching charges incurred by us on behalf of you based on charges from providers of data processing services in accordance with Article 29 of the Data Act will be passed on to you.

Upon written notification, you may require one or more of the following actions upon termination at the end of the notice period referred to herein:

- (i) switch to a different provider of data processing services, in which case you shall provide the necessary details of that provider;
- (ii) switch to an on-premises ICT infrastructure; and
- (iii) erase your exportable data and digital assets.

Where the mandatory maximum transitional period as provided for herein is technically unfeasible, we shall notify you within 14 working days of the making of the switching request, and shall duly justify the technical unfeasibility and indicate an alternative transitional period, which shall not exceed seven months. Service continuity shall be ensured throughout the alternative transitional period. You may extend the transitional period by a reasonable period by giving written notice.

6) Additional information or terms concerning Machine Information may be provided with a specific Product.

Use of a Product serves as acceptance of the terms of this Machine Information Policy. Customers that would like to opt-out of sharing Machine Information with AL-KO or have any questions or concerns regarding the use or disclosure of Machine Information should forward such inquiries to the email address Opt-Out@ThermoKing.com.

AL-KO will use all reasonable efforts to honour such requests as quickly as possible.

AL-KO reserves the right to modify or amend this Machine Information and Data Policy at any time.