

SERVICE PROVISIONS (March 2016)

The provisions incorporated herein are applicable as described below.

A. Benefits - The following provision is applicable to all Orders:

1. If Supplier is an individual, Supplier acknowledges that he/she is not an employee of a UTC Participating Site (as defined below) and is not entitled to the rights and benefits of a UTC Participating Site employee including, but not limited to, participation in pension, savings, health care and other employee benefit plans and arrangements. As used herein, the term "UTC Participating Site" means UTC or any company that directly or indirectly controls, is controlled by or is under the common control with UTC.

2. If Supplier is a company or other entity, it acknowledges that its employees and such other persons or parties as may be used by Supplier in the performance of the Services hereunder are not UTC Participating Site employees and are not entitled to the rights and benefits of a UTC Participating Site employee including, but not limited to, participation in pension, savings, health care and other employee benefit plans and arrangements.

B. Miscellaneous – The following are applicable to all Orders:

1. Supplier shall not, directly or indirectly, wrongfully solicit, obtain or use on behalf of UTC Participating Site, or wrongfully disclose to UTC Participating Site, any information of any other entity, including information which is a trade secret, confidential, proprietary, government security classified, or government procurement sensitive (including documents identified prior to the award of a government contract as source selection information and any other information which offers or may offer UTC Participating Site an illegal or unfair competitive advantage); and, without UTC Participating Site's specific authorization, shall not make any contact with any person or entity which may possess such information. Unless otherwise specifically identified in writing at the time of disclosure, all information disclosed to UTC Participating Site by the Supplier and any others used by the Supplier in the performance of the Services hereunder may be used or disclosed by UTC Participating Site without restriction;

2. None of the provisions of this Agreement, nor the Services performed hereunder, contravenes or is in conflict with any law, judgment, decree, order or regulation of any governmental authority, or with any obligations owed to, any other entity to which the Supplier or any others used by the Supplier are subject, including without limiting the generality of the foregoing, employment agreements, consulting agreements, nondisclosure agreements or agreements for the assignment of inventions;

3. No entertainment, gift, gratuity, money, or other thing of value shall be paid, offered, given or promised by the Supplier or by any others used by the Supplier to; or be obtained or solicited by the Supplier or by any such others from; directly or indirectly, any person or entity that (i) could be viewed as a conflict for any person, including UTC Participating Site personnel, or (ii) is prohibited by applicable law or regulation (including, without limitation those of the U.S. Government) or by the policies of such entity;
4. The Supplier shall avoid and refrain from all activities that would place the Supplier in a position where its judgment in its service on behalf of UTC or UTC Participating Site may, or may appear to, be biased or where Supplier could obtain, or appear to obtain, an unfair competitive advantage (all referred to as “Conflicts of Interest”);
5. Neither the Supplier nor, where applicable, any others used by the Supplier in the performance of the Services hereunder, has been debarred or suspended from doing business with the U.S. Government or declared ineligible by the U.S. Government to perform the Services for or on behalf of UTC Participating Site, or is presently the subject of any such proposed action;
6. Neither the Supplier nor, where applicable, any individuals used by the Supplier in the performance of the Services hereunder, is subject to post-employment or similar “revolving door” restrictions imposed under rules established by any government, including the U.S. Government, that might prohibit or impact the effective performance of the Services for or on behalf of UTC Participating Site;
7. If Supplier is required to register with a federal, state or local authority due to Supplier’s status under any such law (e.g. – lobbyist status), Supplier shall provide a copy of the registration and any report submitted to the authority related to the Services to the UTC person identified in the “Notices” section of the Agreement; and
8. The Supplier shall promptly notify UTC Participating Site in writing of any action, change or development which could be considered to constitute a breach of any of the above obligations.

C. **Computer Access** – If Supplier will have access to UTC Participating Site’s computer-based information systems, computer systems, databases and/or files (“UTC Systems”) the following provision is applicable:

1. Supplier agrees that UTC Participating Site shall have sole discretion as to whether Supplier is granted access to any UTC Systems, and agrees that

any access privileges granted to Supplier will be defined by UTC Participating Site.

2. Supplier shall ensure that access privileges identified by UTC Participating Site are limited to Supplier's employees approved by UTC Participating Site, and shall ensure that such access privileges are not assigned or provided to any other employees or persons.
3. Supplier warrants that Supplier's employees shall limit their access to UTC Systems that contain data and/or information related to subject areas approved by UTC Participating Site, and shall not access, nor attempt to access, any UTC Systems that contain data and/or information that are not related to such identified subject areas. Supplier warrants that such access shall not be used to analyze, copy (including printed copies), merge, modify, reverse compile, or reverse engineer any software, data and/or information residing in, or associated with, any of UTC Systems. Supplier warrants that Supplier's employees shall only use accessed data and/or information for the sole purpose of performing hereunder.
4. In the event that UTC Participating Site provides written authorization to Supplier to analyze, copy (including printed copies), merge, modify, reverse, compile, or reverse engineer any software, data and/or information residing in, or associated with, any of UTC Systems, Supplier shall mark all electronic and printed copies or extracts of any portion of such software, data, and/or information (including marking any magnetic or digital media associated therewith), with the following legend: "Proprietary Information of [insert corporate name of the UTC Participating Site]".
5. Supplier shall promptly notify UTC Participating Site whenever the need to access UTC Systems ceases for any of Supplier's employees having access to UTC Systems. The need to access UTC Systems shall automatically cease for any Supplier employees who are terminated, transferred, or otherwise no longer employed by Supplier.
6. Supplier agrees that UTC Participating Site shall have the right, without notice, to terminate access by Supplier or any of Supplier's employees to any portion of UTC Systems. Upon UTC Participating Site's request, Supplier shall return to UTC Participating Site all passwords, identification cards, and/or other means of access to UTC Systems.

D. **Privacy** – If Supplier will have access to any Buyer Personal Information as defined below, the following provision is applicable.

1. The following definitions are applicable to this provision:
 - i) "Data Privacy Laws" shall mean applicable national, federal, state

and provincial laws relating to Personal Information protection, including, without limitation, the laws and regulations of the European Union member states under the European Union Directive 95/46/EC (the "EU Directive"), any European Union regulation that may be enacted to replace the EU Directive.

- ii) "Buyer Personal Information" shall mean any information or data provided to Supplier or its agents, representatives, or subcontractors in connection with the Agreement, any Release, and the transactions thereunder that relate to any identified or identifiable natural person, or, to the extent of a conflict with applicable law, that is subject to any Data Privacy Laws. Anonymous aggregate information used for statistical, historic, and scientific or other purposes is excluded.

2. Supplier shall:

- i) comply with all applicable Data Privacy Laws;
- ii) only collect, access, use, or share Buyer Personal Information, or transfer Buyer Personal Information to authorized third parties, in performance of its obligations under the Agreement or Releases issued thereunder, in conformance with Buyer's instructions, or to comply with legal obligations;
- iii) be responsible for the acts and omissions of any subcontractor or other third party, that processes (within the meaning of the applicable Data Privacy Laws) Buyer Personal Information on Supplier's behalf in the same manner and to the same extent as it is responsible for its own acts and omissions with respect to such Buyer Personal Information.
- iv) take commercially reasonable steps to ensure the reliability of Supplier's employees, agents, representatives, subcontractors, subcontractor employees, or any other person used by Supplier (collectively, "Supplier Personnel") who have access to the Buyer Personal Information and ensure that such access is on a need-to-know basis;
- v) provide such information, assistance and cooperation as UTC or UTC Participating Sites may reasonably require from time to time to establish Supplier's compliance with Data Privacy Laws;
- vi) only transfer Buyer Personal Information to third parties where such third party is bound by a written agreement that contains the same or equivalent obligations and protections as those set forth in this Section; and

- vii) immediately advise Buyer in writing if it receives or learns of any: (i) complaint or allegation indicating a violation of Data Privacy Laws regarding Buyer Personal Information; (ii) request from one or more individuals seeking to access, correct, or delete Buyer Personal Information; and (iii) inquiry or complaint from one or more individuals relating to the collection, processing, use, or transfer of Buyer Personal Information (collectively, "Data Privacy Matters"). If Supplier learns of any such complaint, request, allegation, or inquiry, Supplier shall provide assistance to Buyer, fully cooperate with Buyer in investigating the matter, including but not limited to, providing the relevant information to Buyer, preparing a response, implementing a remedy, and/or cooperating in the conduct of and defending against any claim, court or regulatory proceedings. Buyer shall be responsible for communicating with individuals regarding their Buyer Personal Information in connection with such Data Privacy Matters unless Buyer authorizes Supplier to do so on its behalf.
3. Supplier shall provide written notice to Buyer as soon as possible and, in no instance in more than forty-eight (48) hours of any actual or reasonably suspected incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure of or access to Buyer Personal Information of which it becomes aware (a "Security Breach"); thereafter shall take all reasonable measures to contain and remedy the Security Breach, wherever possible; provide Buyer with information regarding the investigation and remediation of the Security Breach, unless restricted by law; not make any notification, announcement or publish or otherwise authorize any broadcast of any notice or information about a Security Breach (a "Breach Notice") without the prior written consent of and prior written approval by Buyer of the content, media and timing of the Breach Notice (if any), unless required to do so by law or court order; and even where required to do so by law or court order, make all reasonable efforts to coordinate with Buyer prior to providing any Breach Notice. Where the Security Breach involves data elements that could lead to identity theft and is on the Supplier's networks or systems or is the fault of the Supplier, Supplier will, at the request of Buyer pay for the costs of remediation, notification (including, where reasonably necessary, a call center), and provide the affected individuals with credit monitoring or other commercially-reasonable identity theft mitigation service for one year or such longer period as required by law or a government regulator.
4. Supplier shall obtain the prior written consent of any and all natural persons from whom Supplier collects Buyer Personal Information when required to do so by applicable Data Privacy Laws or as instructed by Buyer. In the event Supplier shall provide to Buyer personal information protected by Data Privacy Laws, Supplier shall ensure that such personal

information is provided consistent with applicable law, including, where required, obtaining consent or providing notice.

5. All Buyer Personal Information acquired by Supplier shall be returned or destroyed (at the option of the applicable UTC Participating Site), unless and to the extent that: (i) such Buyer Personal Information is required by Supplier to discharge its obligations hereunder or under applicable law; or (ii) return or destruction is prohibited by applicable law. Absent contrary instructions and except as prohibited by law, Seller shall immediately destroy all Buyer Personal Information after termination or completion of the Order after waiting 30 days to allow Buyer to request return of Buyer Personal Information.
6. If this Agreement involves the provision of Services where the Supplier will (i) act as a Controller (as that term is defined in the EU Directive) and (ii) transfer Buyer Personal Information from any country in the European Economic Area or Switzerland (collectively, "EEA/CH") to outside the EEA/CH, then the Buyer and Supplier agree that the terms of the Model Contract Clauses (also called the Standard Contractual Clauses) adopted by the European Commission in Decision 2004/915/EC (hereinafter the "Controller Model Clauses" or the "Model Clauses") are incorporated by reference as if set forth herein. If this Agreement involves the cross-border transfer of Buyer Personal Information from any country in the EEA/CH to outside the EEA/CH but the Supplier will not act as a Controller, then the Buyer and Supplier agree that the terms of the Model Contract Clauses (also called the Standard Contractual Clauses) adopted by the European Commission in Decision 2010/87/EU (hereinafter the "Processor Model Clauses" or the "Model Clauses") are incorporated by reference as if set forth herein.

Notwithstanding the foregoing, Buyer and Supplier agree that:

- i) The Model Clauses may be reformatted as a stand-alone document with the signatures to this Agreement or the parties will execute the Model Clauses as a separate stand-alone document. The stand-alone Model Clauses may be filed with regulators and/or used for any other legally permissible purpose and have the effect as if signed directly.
- ii) If either party seeks to register the Model Clauses with a regulator and the regulator rejects the registration, the parties shall work together to modify the exhibits to the Model Clauses to address the regulator's requirements.
- iii) If any of the terms of the Model Clauses conflict with any terms of this Agreement, the Model Clauses shall prevail.

- iv) If Supplier engages any subcontractors that will access Buyer Personal Information covered by the Model Clauses, the Supplier shall ensure that transfers to the subcontractor comply with the Model Clauses.

E. Services Performed on Site - If Supplier will be performing or providing Services or Goods at UTC Participating Site's facilities or UTC Participating Site's customer's facilities ("Facility(ies)") the following provisions apply:

1. Supplier will ensure that any Supplier Personnel assigned to work at a Facility (i) will not conduct any non-UTC Participating Site related business activities (such as interviews, hiring, dismissals or personal solicitations) on such Facilities; (ii) will not conduct training on such Facilities, except for on-the-job training; (iii) will not attempt to participate in UTC or UTC Participating Site benefit plans or activities; (iv) will not send or receive non-UTC related mail through UTC Participating Site's mail system; (v) will not sell, advertise or market any products or distribute printed, written or graphic materials on such Facilities without written permission from UTC Participating Site and (vi) will abide by the policies and procedures of UTC Participating Sites.
2. Supplier will ensure that Supplier Personnel assigned to work at any Facilities (i) do not bring weapons of any kind onto such Facilities ; (ii) do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances (for non-medical reasons) or alcoholic beverages while on such Facilities ; (iii) do not have in their possession hazardous materials of any kind on such Facilities without UTC Participating Site's authorization; (iv) acknowledge that all persons, property, and vehicles entering or leaving any of UTC Participating Site's facilities are subject to search; and (v) remain in authorized areas only (limited to the work locations, cafeterias, rest rooms and, in the event of a medical emergency, UTC Participating Site's or UTC Participating Site's customer's medical facilities). Supplier will promptly notify UTC Participating Site of any accident or security incidents involving loss of or misuse or damage to UTC Participating Site's or UTC Participating Site's customer's intellectual or physical assets; physical altercations; assaults; or harassment and provide UTC Participating Site with a copy of any accident or incident report involving the above.
3. In the event Supplier Personnel have access to information, assets, supplies or other property, including property owned by third parties but provided to Supplier Personnel by a UTC Participating Site ("UTC Assets"), Supplier Personnel: (i) will not remove UTC Assets from any Facilities without UTC Participating Site's authorization; (ii) will use UTC Assets only for purposes of this Agreement and reimburse UTC Participating Site for any unauthorized use; (iii) will only connect with, interact with or use programs, tools or routines that UTC Participating Site agrees are needed

to provide the Services and/or Goods; (iv) will not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers; and (v) in the event the UTC Assets are confidential, will not copy, disclose or leave such assets unsecured or unattended. UTC Participating Site may periodically audit Supplier's data residing on UTC Participating Site's information assets.

4. Supplier will distribute the following notice on harassment to its employees who are assigned to work under this Agreement. *“UTC is committed to providing a work environment free from harassment--for any reason. Harassment is unwelcome conduct that has the purpose or effect of unreasonably interfering with an individual's work performance. If you believe you have been the victim of harassment while working on UTC facilities, you are encouraged to report such incidents directly to your employer and directly to UTC. If you are comfortable doing so, you are encouraged to make such reports to your point of contact or account manager at UTC. You may also report such incidents to UTC's Global Ethics & Compliance Office at bpo@corphq.utc.com, or, if you prefer to contact UTC anonymously, you may use our Ombudsman program which provides a safe and confidential channel for third parties to ask a question or raise a concern in complete confidence. You may contact a UTC Ombudsman by telephone at 1-800-871-9065 or by submitting a written inquiry at <https://ombudsman.confidential.utc.com>.”*
5. Access to Facilities. Supplier will comply with the following for all Supplier Personnel having access to Facilities:
 - i) ensure that all Supplier Personnel complete and submit any and all administrative forms as required on a business site by business site basis;
 - ii) maintain a current and complete list of the names and social security numbers of Supplier Personnel;
 - iii) obtain for each Supplier Personnel a valid identification badge from UTC Participating Site's plant protection and/or security personnel and ensure that it is displayed to gain access to and while on the Facility;
 - iv) maintain a signed acknowledgment that each Supplier Personnel will comply with UTC Participating Site's Safety & Security Guidelines including search guidelines;
 - v) ensure that each person with regular access to UTC Participating Site's facilities registers their vehicles with UTC Participating Site and complies with all parking restrictions;
 - vi) inform UTC Participating Site if a former employee of UTC Participating Site will be assigned work under this Agreement, such assignment shall be subject to UTC Participating Site's approval; and
 - vii) notify UTC Participating Site immediately upon completion or termination of any Supplier Personnel assignment and return UTC

Participating Site's identification badge in accordance with the applicable procedures of UTC Participating Site.

6. At UTC Participating Site 's request, at any time and for any reason that is not unlawful, Supplier shall remove any person assigned by or on behalf of Supplier from UTC Participating Site's facilities and shall not reassign such person to work on other UTC Participating Site's facilities (UTC Participating Site is not required to provide a reason for such request).
7. Upon UTC Participating Site's request, Supplier will provide documentation to verify compliance with this provision.

F. Contractor Security Requirements - This provision applies whenever Supplier Personnel will be granted access to (1) the Facilities and/or (2) UTC Systems or computer-based information systems, computer systems, databases and/or files of a UTC Participating Site's customer ("Customer Systems", and together with "UTC Systems", the "Systems").

2. Supplier is responsible for ensuring that any Supplier Personnel requiring access to Facilities and/or Systems meets the following minimum requirements designed to assess honesty and trustworthiness:
 - i) Access to Facilities and/or Systems in the United States. In advance of the UTC Participating Site granting Supplier Personnel access to Facilities and/or Systems:
 - a) Supplier must verify the identity and authorization to work status of Supplier Personnel through the form I-9 and E-Verify processes and provide written certification in the form provided by UTC (attached hereto as Attachment B-1) that the requirements of this provision have been satisfied;
 - b) Supplier shall perform a background screen on Supplier Personnel using UTC's preferred supplier (or such other company approved by the UTC Participating Site) and provide written certification in the form provided by UTC (attached hereto as Attachment B-1 or in such other form as may be required by a UTC Participating Site) that (1) Supplier Personnel do not have any criminal convictions, as reported in the result of a background screen, or (2) if they do have criminal convictions, Supplier Personnel were hired only after an individualized assessment was conducted in accordance with all applicable laws and taking into consideration the nature and severity of the underlying offenses, the nature and scope of the access to be granted, the specific jobs at issue, and the length of time since the

convictions; and

- c) Supplier shall perform a global sanctions search (i.e., a multi-source search including U.S. and foreign databases generally known as “denied party screening lists”) on Supplier Personnel and provide written certification in the form provided by UTC (attached hereto as Attachment B-1 or in such other form as may be required by a UTC Participating Site) that Supplier Personnel have not been identified in any such screenings.

ii) Access to Facilities and/or Systems outside the United States. In advance of the UTC Participating Site granting Supplier Personnel access to Facilities and/or Systems:

- a) Supplier must verify the identity of Supplier Personnel. Additionally, Supplier must verify that Supplier Personnel has requisite work authorization to perform services requiring access to specific foreign Facilities and/or Systems contemplated by this Agreement and provide written certification in the form provided by UTC (attached hereto as Attachment B-1 or in such other form as may be required by a UTC Participating Site) that the requirements of this provision have been satisfied; and

- b) Upon request by UTC Participating Site, Supplier shall perform a background screen on Supplier Personnel using UTC’s preferred supplier (or such other company approved by the UTC Participating Site). As allowable by local/applicable laws, Supplier shall provide written certification in the form provided by UTC (attached hereto as Attachment B-1 or in such other form as may be required by a UTC Participating Site) that (i) Supplier Personnel do not have any criminal convictions, as reported in the result of a background screen, or (ii) if they do have convictions, Supplier Personnel were hired only after an individualized assessment was conducted and taking into consideration the nature and severity of the underlying offenses, the specific jobs at issue, and the length of time since the convictions; and

- c) Supplier shall perform a global sanctions search (i.e., a multi-source search including U.S. and foreign databases generally known as “denied party screening lists”) on Supplier Personnel and provide written certification (attached hereto as Attachment B-1 or in such other form as may be

required by a UTC Participating Site) in the form provided by UTC that Supplier Personnel have not been identified in any such screenings.

3. In the event Supplier Personnel is performing work under, or given access to (i) information or data controlled for export purposes under U.S. law or (ii) information or data related to the UTC Participating Site's contracts with the U.S. government or subcontracts thereunder (as may be indicated by the appearance of a government contract number elsewhere in this Agreement or the applicable Release), or if the UTC Participating Site otherwise specifically requires, as allowable by local/applicable laws, Supplier Personnel shall also be a "U.S. person" as defined by 22 CFR §120.15. The UTC Participating Site may further direct Supplier to use a qualified service provider to verify "U.S. person" status, at Supplier's sole cost and expense. Supplier shall retain documents verifying that the requirements of this paragraph 2 have been satisfied.
4. UTC and the UTC Participating Sites reserve the right to impose additional requirements before granting Supplier Personnel access to Facilities and/or Systems (e.g., drug screening, credit check, security clearance, signing an intellectual property agreement, job specific training, etc.). If additional requirements are imposed, Supplier shall provide UTC Participating Site with written certification in the form provided by UTC that the requirements have been met. Supplier shall retain documents verifying that the additional requirements have been satisfied. UTC or its Participating Sites may further direct Supplier to use a designated service provider to verify authorization to work, U.S. person and/or citizenship status, along with additional attributes regarding citizenship and the Supplier, at Supplier's sole cost and expense.
5. Should Supplier desire to assign Supplier Personnel that do not fully meet the requirements herein, Supplier may make a request for an exception in writing to the UTC Participating Site, detailing the specific circumstances. The UTC Participating Site may, on a case-by-case basis and in its sole discretion, either grant or deny any such requests.
6. Failure to provide the certifications required herein may result in a refusal to grant Supplier Personnel access to Facilities and/or Systems, and Supplier shall be responsible for promptly providing a replacement.
7. Supplier shall immediately update the UTC Participating Site if, at any time during performance of this Agreement, any information related to Supplier Personnel is altered or rendered inaccurate for any reason. Inability of Supplier to comply with the requirements of this provision shall not excuse Supplier from performing the Agreement and shall not constitute an excusable delay.

8. A UTC Participating Site may (i) audit the methodology, process, and results relied upon by Supplier to confirm that Supplier Personnel meet the requirements herein, and (ii) deny access to Facilities and/or Systems where the UTC Participating Site reasonably believes that Supplier Personnel do not meet these requirements.
9. Supplier represents and warrants that if individuals and/or entities other than Supplier Personnel are engaged by it in the performance of this Agreement, Supplier shall require these individuals and/or entities to satisfy requirements no less than those stipulated herein.
10. Supplier acknowledges and agrees that any breach of this Section F may result in a violation of U.S. law for which the UTC Participating Site, Supplier, and/or Supplier Personnel may be liable.

G. **Security for UTC Information Stored by Supplier** – The following provision is applicable if the Supplier will store UTC Information (defined below):

1. UTC wishes to ensure that Supplier has effective information security to allow the proper and secure storage and/or processing of UTC Information (as defined below) at Supplier's facility and to facilitate the exchange of information between UTC and Supplier. As used in this provision, "UTC Information" means i) information owned by UTC or a UTC Participating Site; ii) information managed by UTC or a UTC Participating Site, iii) information that UTC or a UTC Participating Site is obligated to manage and protect on behalf of others; and iv) personally-identifiable information relating to an identified or identifiable employee of UTC or a UTC Participating Site or others that is protected by various privacy laws (current or future) as applicable throughout the world including, without limitation, Social Security Number, address, telephone number, gender, birth date, medical records, trade union membership, driver's license number, financial account number, credit or debit card number (all subsection (iv) defined as "PII").
2. Supplier agrees to install and implement security hardware, software, procedures and policies that will provide effective information security. Supplier agrees to update such hardware, software, procedures and policies as may be needed from time to time to utilize improved technology and to respond to more sophisticated security threats in order to maintain a level of security protection appropriate for the information involved and the current state of security solutions. Upon request, Supplier shall provide UTC with any audit reports issued under the *SSAE 16 report* or *ISAE 3402*.

3. Supplier further agrees to:
- i) Provide to UTC a copy of its current information security policy, including its policy regarding physical security for access to device that may access UTC Information. Supplier shall annually provide UTC with its then current policy and indicate any plans, including a timetable for implementation, of planned upgrades to comply with the policy. Supplier shall implement those reasonable requests for modification of such policy requested by UTC.
 - ii) Allow UTC or its designee to conduct a security audit at its facilities on one day's notice, and allow UTC at any time to conduct (or have conducted) a remote network audit. If the UTC Information is stored in a shared environment per the agreement of UTC, then UTC shall use a third party to conduct such audits. The audits shall include any facilities with UTC Information including backup storage facilities.
 - iii) Segregate all UTC Information into a separate database only accessible by UTC, its agents and those employees of Supplier necessary to maintain the equipment and the program on which it runs, unless otherwise agreed by UTC. Logical segregation of data, if approved by UTC, may be an acceptable alternative to this requirement. Except for UTC and its agents, Supplier shall use reasonable efforts, as measured by the available technology at the time, to prevent anyone other than its authorized employees from accessing the UTC Information.
 - iv) Assure that all UTC Information and applicable software is appropriately backed up and recoverable in the event of a disaster.
 - v) Encryption Requirements. The following requirements apply when Supplier has possession of UTC Information. Encryption algorithms used must be of sufficient strength to equate to AES-256 or better. All cryptography technologies used must be published and approved by the general cryptographic community.
 - a) Encrypt all UTC Information stored on Supplier computer systems and backup media – preferred by UTC, but not required.
 - b) Encrypt all UTC Information transferred across public networks
 - c) Encrypt all UTC Information stored on Supplier mobile computing devices (e.g. laptop computers, PDAs (personal digital assistants), etc.) Notwithstanding any provision to the contrary herein, PII shall not be stored on any Supplier mobile

computing devices (e.g. laptop computers, PDAs (personal digital assistants), etc.)

- vi) Conduct appropriate background checks on all non-UTC personnel who will have access to the environment and/or UTC's Information and approve those personnel based on the results of those checks. Supplier must disclose to UTC the procedures used for those employees having access to the UTC Information.
 - vii) Provide UTC at the time of signing this Agreement with a termination plan that addresses how UTC Information will be returned to UTC at the end of this Agreement, including backup and archival information, and how all UTC Information will be permanently removed from Supplier's equipment and facilities. This plan should include supplying the data to UTC in an industry recognized nonproprietary database and, if not, a license to use the proprietary data base software to access the data.
 - viii) Describe at the time of signing of this Agreement how Supplier will meet UTC's requirement for a secure authentication process for access to UTC Information or, for less sensitive information, where "Strong Password" data control is sufficient, describe how this requirement will be met.
 - ix) Provide information and cooperation to UTC in response to any subpoena, investigation or the like seeking UTC Information and provide information and assistance for UTC to seek certification and the like relative to its information including information in the possession of Supplier. Supplier shall promptly notify UTC upon the receipt of any request requiring that UTC Information be supplied to a third party.
 - x) Comply, within a reasonable period of time, with UTC Information security policies as amended from time to time.
4. Supplier shall not provide UTC Information to any other entity without the prior written approval of UTC. A request for UTC approval shall include agreement by Supplier and such other entity that all of the requirements of this provision are applicable to their performance and that UTC shall have the right to perform the audits described above.
5. Should Supplier fail to meet the then current standards for information security, or should Supplier fail to pass a UTC audit on information protection, then UTC may immediately terminate this Agreement and/or any transaction hereunder without prejudice to any other rights or remedies and shall have no further obligation to Supplier other than to pay for Deliverables delivered to the date of termination. UTC may identify the failures to Supplier and Supplier shall within thirty (30) days provide UTC with a plan to remedy those failures and, if requested by UTC, shall take certain

applications off line until the issues have been resolved. If the risks identified by UTC are not remedied within the time frame specified by UTC, or if Supplier refuses to remedy the risks, then UTC may immediately and as of right terminate this agreement or any transaction hereunder without prejudice to any other rights or remedies available to UTC or any other UTC Participating Site.

Company Certification

[_____] (“Company”) hereby certifies that the individual(s) listed on the attachment hereto (“Company Personnel”), who are Company’s employees, representatives, or agents being referred to United Technologies Corporation, including its divisions, subsidiaries and affiliates (“UTC”), pursuant to the agreement identified below (the “Agreement”),

- Do not have any criminal convictions, as reported in the results of a background screen, or if they do have convictions, Company Personnel were hired only after an individualized assessment was conducted, taking into consideration the nature and severity of the underlying offenses, the specific assignment under the Agreement, and the length of time since the conviction(s). and
- Have not been identified as a “denied party” by any global sanctions search or “denied party screening lists.”

Company also certifies that: (1) it has verified the identity and authorization to work status for Company Personnel, as described in and required by the Agreement, and (2) any additional requirements, as described in and required by the Agreement (e.g., drug screening, credit check, security clearance, signing an intellectual property agreement, job specific training, etc.), for which certification is required by the Agreement have been satisfied. Throughout the term of Company Personnel’s assignments with UTC, Company certifies that it will immediately notify UTC if, at any time during performance of the Agreement, any information related to Company Personnel is altered or rendered inaccurate for any reason.

Name of Agreement: _____

Date of Agreement: _____

Company Name: _____

Authorized Company Representative Print: _____

Title: _____

Signature: _____

Date: _____

Attachment
List Company Personnel

Company Personnel Name: _____
Print

Company Personnel Name: _____
Signature

Date

For UTC internal use only

Review Corporate Policy Manual Section 17 and choose the appropriate classification for Company or Company Personnel. Please direct any questions to your in-house employment counsel.

Choose One	Classification Type	Term
	Leased Employees	Maximum 2 year utilization
	Service Vendor (Independent Contractors, Consultants)	Unlimited duration; review and recertification required at least every 2 years
	Rehired Retirees	See CPM Section 17
	Outsourcing	See CPM Section 17