

SERVICE PROVISIONS

March 2010

The provisions incorporated herein are applicable as described below

A. Benefits (9/05) - The following provision is applicable to all orders:

1. If Supplier is an individual, Supplier acknowledges that he/she is not a UTC employee and is not entitled to the rights and benefits of a UTC employee including, but not limited to, participation in pension, savings, health care and other employee benefit plans and arrangements.
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 services hereunder are not UTC employees and are not entitled to the rights and benefits of a UTC employee including, but not limited to, participation in pension, savings, health care and other employee benefit plans and arrangements.

B. Miscellaneous (12/09) – The following are applicable to all orders:

1. Supplier shall not, directly or indirectly, wrongfully solicit, obtain or use on behalf of UTC, or wrongfully disclose to UTC, 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 an illegal or unfair competitive advantage); and, without UTC'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 by the Supplier and any others used by the Supplier in the performance of Services hereunder may be used or disclosed by UTC 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 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 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 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 Services for or on behalf of UTC, 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 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 Services for or on behalf of UTC;
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 hereof; and
8. The Supplier shall promptly notify UTC 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 (7/06) – If Supplier will have access to UTC's computer systems the following provision is applicable:

1. Supplier agrees that UTC shall have sole discretion as to whether Supplier is granted access to UTC's computer-based information systems, and agrees that any access privileges granted to Supplier will be defined by UTC.

2. Supplier shall ensure that access privileges identified by UTC are limited to Supplier's employees approved by UTC, 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 computer-based information systems, databases, and/or files containing data and/or information related to subject areas approved by UTC, and shall not access, nor attempt to access, computer-based information systems, databases, and/or files containing 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's computer-based information 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 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's computer-based information 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]".
5. Supplier shall promptly notify UTC whenever the need to access UTC's computer-based information systems ceases for any of Supplier's employees having access to UTC's computer-based information systems. The need to access UTC's computer-based information systems shall automatically cease for employees terminated, transferred, or no longer employed by Supplier.
6. Supplier agrees that UTC shall have the right, without notice, to terminate access by Supplier or any of Supplier's employees to any portion of UTC's computer-based information systems. Upon UTC's request, Supplier shall return to UTC all passwords, identification cards, and/or other means of access to UTC's information systems.

D. Privacy (10/07) – If Supplier will have access to any personally identifiable information regarding UTC employees or personally identifiable information of any persons entrusted to UTC, the following provision is applicable.

1. The following definitions are applicable to this provision:

- i) “Data Privacy Laws” shall mean laws relating to data privacy, trans-border data flow or data protection, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the implementing legislation and regulations of the European Union member states under the European Union Directive 95/46/EC.
 - ii) “UTC Personal Data” shall mean that data related to this agreement or transactions hereunder that is subject to any Data Privacy Laws.
2. Supplier shall comply with the provisions of, and the obligations imposed on Supplier under, applicable Data Privacy Laws, including, when applicable, providing notice to affected persons in the event of a release or suspected release of personally identifiable information. In addition, upon UTC’s request, Supplier shall provide credit monitoring or other commercially reasonable identity theft mitigation services for such persons for one year. In addition, Supplier shall provide UTC and UTCs with such assistance as UTC or UTCs may reasonably require to fulfill the responsibilities of UTC or UTCs under such Data Privacy Laws. Supplier also shall comply with the data privacy policies of UTC and the UTCs, as well as the global data privacy policies of any self-regulatory organizations to which UTC belongs and which are applicable to Supplier in relation to UTC Personal Data.
3. All UTC Personal Data acquired by Supplier shall be returned or destroyed (at the option of the provider) by Supplier on request, unless and to the extent such UTC Personal Data is required by Supplier to discharge its obligations hereunder or under applicable Data Privacy Laws.
4. Supplier shall 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) UTC Personal Data 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 UTC Personal Data.
5. Without limiting Supplier's obligations with respect to data security, Supplier shall:
 - i) take commercially reasonable steps to ensure the reliability of Supplier personnel who have access to the UTC Personal Data;
 - ii) provide UTC with such information, assistance and cooperation as UTC or UTCs may reasonably require from time to time to establish Supplier's compliance with the obligations relating to security contained in the Data Privacy Laws; and

- iii) inform UTC or the relevant UTC as soon as reasonably practicable of any particular risk to the security of any of their computer networks of which it becomes aware and of the categories of UTC Personal Data and individuals that may be affected.
6. In the event Supplier is located outside the European Economic Area (EEA), or it is otherwise necessary to transfer UTC Personal Data to a country outside the EEA for Supplier processing, Supplier shall enter into an agreement with UTC and/or the UTC obligating the Supplier to adhere to the requirements imposed by the standard contractual clauses for the transfer of UTC Personal Data to processors established in third countries issued by the European Commission pursuant to Article 26(2) and (4) of EU Directive 95/46/EC, unless the country of transfer is a country the European Commission has determined ensures an adequate level of privacy protection by reason of its domestic law, in accordance with Article 25(6) of EU Directive 95/46/EC.
 7. In the event Supplier is located in the EEA or a country the European Commission has determined ensures an adequate level of privacy protection under Article 25(6) of EU Directive 95/46/EC, Supplier shall ensure that any Subcontractors and other third parties with whom it contracts to process UTC Personal Data comply with data security requirements of the applicable Data Privacy Laws and any relevant data protection contractual terms entered into between UTC and/or UTCs and Supplier.
 8. Supplier shall not, and shall ensure that subcontractors and other third parties with whom it contracts to process UTC Personal Data on its behalf shall not, (i) transfer UTC Personal Data to a territory outside the EEA, except on terms substantially in accordance with the standard contractual clauses issued by the European Commission pursuant to EU Directive 95/46/EC, and (ii) operate in relation to such UTC Personal Data in any way that could put UTC or a UTC in breach of its obligations under the Data Privacy Laws.

E. Services Performed on UTCs' Facilities (3/06) If Supplier will be performing services at UTC's facilities the following provisions apply:

1. Supplier will ensure that Supplier personnel assigned to work at a UTC facility or at a UTC's customer's facilities (i) will not conduct any non-UTC related business activities (such as interviews, hiring, dismissals or personal solicitations) on the UTC facilities or UTC customer's facilities; (ii) will not conduct Supplier's personnel training on the UTC's facilities, except for on-the-job training; (iii) will not attempt to participate in UTC benefit plans or activities; (iv) will not send or receive non-UTC related

mail through UTC's mail system; (v) will not sell, advertise or market any products or distribute printed, written or graphic materials on UTCs' facilities without written permission from the UTC and (vi) will abide by the policies and procedures of UTCs .

2. Supplier will ensure that Supplier personnel assigned to work at UTC's facilities or at UTC's Customer's facilities (i) do not bring weapons of any kind onto the UTC's facilities or UTC's customer's 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 UTC's facilities or UTC's customer's facilities; (iii) do not have in their possession hazardous materials of any kind on the UTC's facilities or UTC's customer's facilities without UTC's authorization; (iv) acknowledge that all persons, property, and vehicles entering or leaving any UTC'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, the UTC's medical facilities). Supplier will promptly notify UTC of any accident or security incidents involving loss of or misuse or damage to UTC's intellectual or physical assets; physical altercations; assaults; or harassment and provide UTC with a copy of any accident or incident report involving the above.
3. In the event Supplier personnel have access to information, information assets, supplies or other property, including property owned by third parties but provided to Supplier personnel by a UTC ("UTC Assets"), Supplier personnel: (i) will not remove UTC Assets from UTC's facilities without UTC's authorization; (ii) will use UTC Assets only for purposes of this agreement and reimburse UTC for any unauthorized use; (iii) will only connect with, interact with or use programs, tools or routines that UTC agrees are needed to provide services; (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 may periodically audit Supplier's data residing on UTC's information assets.
4. Supplier will distribute the following notice on sexual harassment to its employees who are assigned to work under this agreement. *"UTC is committed to providing a work environment free from sexual harassment. Sexual harassment is unwelcome sexual conduct which has the purpose or effect of unreasonably interfering with an individual's work performance or which creates an offensive or hostile work environment. If you believe that you have been the victim of sexual harassment while working on UTC facilities, you are encouraged to report such incidents directly to your employer and directly to UTC."*

5. Access to Facilities: Supplier will:
 - (i) ensure that the Supplier's employees shall complete and submit any and all administrative forms necessary on a business site by business site basis.
 - (ii) maintain a current and complete list of the persons' names and social security numbers;
 - (iii) obtain for each person a valid identification badge from the UTC's plant protection personnel and ensure that it is displayed to gain access to and while on UTC's facilities;
 - (iv) maintain a signed acknowledgment that each person will comply with UTC's Safety & Security Guidelines including search guidelines;
 - (v) ensure that each person with regular access to UTC's facilities registers their vehicles with UTC and complies with all parking restrictions;
 - (vi) inform UTC if a former employee of UTC will be assigned work under this Agreement, such assignment shall be subject to UTC's approval; and
 - (vii) notify UTC immediately upon completion or termination of any assignment and return UTC's identification badge.
6. At UTC's request, at any time and for any reason that is not unlawful, Supplier will remove a person from UTC's facilities and not reassign such person to work on UTC's facilities (UTC is not required to provide a reason for such request).
7. Upon UTC's request, Supplier will provide documentation to verify compliance with this provision.

E. Contractor Security Requirements (10/07) This provision applies whenever Supplier's employees, agents, representatives, subcontractors, subcontractor employees, or any other person used by Supplier will (i) be granted unescorted access on UTC's premises, or (ii) access any UTC facility or system, including, but not limited to, computer networks or other information technology systems.

1. Supplier is responsible for ensuring that each person requiring access to UTC's facilities or systems shall be honest, trustworthy and meet the following minimum requirements:

- (i) For access to UTC's facilities or systems in the United States:
 - A. Be a citizen, permanent resident alien, or otherwise authorized to work in the United States and
 - B. Not be convicted of any felony violation of any ordinance, regulation or law (including military law)

Supplier shall provide to UTC in advance of UTC's granting access to a person (i) a certification that the person meets the authorization to work requirements and (ii) the results of a background check provided by Choicepoint (or other company as directed by UTC) regarding felony issues, which background check is referred to as a Choicepoint Profile or Package #5

- (ii) For access to UTC's facilities or systems outside the United States:
 - A. Be a citizen, permanent resident alien or otherwise authorized to work in the country in which the person will be providing services; and
 - B. Not be convicted of any criminal offense resulting in a sentence of more than one year in prison (even if such sentence is deferred or suspended).

Supplier shall provide to UTC in advance of UTC granting access to a person a certification that (i) the person meets the authorization to work requirements and (ii) the Supplier has performed a background check to the extent permissible by law or has otherwise confirmed the identity, honesty, integrity and criminal history of the person.

- 2. In the event Supplier is performing work under, or given access to information related to, (i) information or data controlled for export purposes under U.S. law or (ii) UTC'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 release ordering the services) or UTC, in other situations, specifically requires, each person Supplier assigns shall meet the following additional requirements:

- (i) Be a “U.S. person” as such term is defined by 22 CFR §120.15; and,
- (ii) Have no pending charges resulting from any alleged felony violation of any ordinance, regulation or law (including military law).

For such persons, in addition to the documents required under Section 2 above, one of the following must be provided to UTC to prove “U.S. person” status:

- United States passport,
 - Certificate of United States citizenship (N-560 or N-561),
 - Certificate of naturalization (N-550 or N-570),
 - Alien registration receipt card with photograph (I-151 or I-151),
 - Unexpired foreign passport with I-551 stamp,
 - Unexpired temporary resident card (I-688A),
 - Unexpired re-entry permit (I-327),
 - Unexpired refugee travel document (I-571),
 - Certificate of birth abroad (FS-545 or DS-1350),
 - Report of birth abroad (FS-240),
 - Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States which bears an official seal, or
 - Evidence satisfactory to UTC that the person has a current U.S. government security clearance.
3. UTC reserves the right to impose additional requirements for any individual assigned to perform work for which we require drug testing, security clearances, credit checks, etc.
 4. Supplier may request exceptions to these requirements on a case-by-case basis, which UTC may grant or deny in its sole discretion. Should Supplier desire to assign persons not meeting these requirements, Supplier may present to UTC, in writing, a description of the specific circumstances for each individual. UTC may, on a case-by-case basis and in its sole discretion, grant access to that individual.
 5. Failure to provide the documentation required above may result in a refusal by UTC to grant permission for the personnel to enter or access UTC’s premises or systems either entirely or on an unescorted basis, and the Supplier shall be responsible for providing a replacement, if necessary. Supplier shall notify UTC immediately if at any time during performance of this agreement that any information related to individuals granted access to UTC’s facility or systems is altered or rendered inaccurate for any reason. Inability of Supplier to comply with the

requirements of this provision shall not excuse the Supplier from performing the contract and shall not constitute an excusable delay.

6. UTC may (i) audit the methodology, process and results used by Supplier to confirm that persons meet these requirements, and (ii) deny access to its premises or systems where UTC reasonably believes that Supplier personnel do not meet these requirements.
7. Supplier acknowledges and agrees that any breach of this provision may result in a violation of U.S. law for which UTC, Supplier and/or their personnel may be liable.

F. Security for UTC Information Stored by Supplier (1/07) – The following provision is applicable if the Supplier will have to store UTC Information (as defined below):

1. UTC and 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; ii) information managed by UTC or a UTC; iii) information that UTC or a UTC 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 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 *Statement on Auditing Standards (SAS) No. 70, Service Organizations*, type II, issued by the American Institute of Certified Public Accountants.
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 devices

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 days 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 and its agents and those employees of Supplier necessary to maintain the equipment and the program on which it runs, unless otherwise agreed by UTC. 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 128-bit RC-4 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.
 - (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.)
- (vi) 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.)

- (vii) Conduct appropriate background checks on all non-UTC/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.
 - (viii) Provide UTC at the time of signing this contract 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 non-proprietary database and, if not, a license to use the proprietary data base software to access the data.
 - (ix) Describe at the time of signing of this agreement how Supplier will meet UTC's requirement for two (2) factor authentication access for access to UTC Information or, for less sensitive information, where "Strong Password" data control is sufficient, describe how this requirement will be met.
 - (x) 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.
 - (xi) 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 that date. 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.