



NISSAN NORTH AMERICA, INC.

Corporate Office

P.O. Box 685001

Franklin, TN 37068-5001

October 1, 2023

Olivia Griffiths
Accelerated Development Program-Marketing
Trane Technologies
800-E Beaty Street, Bldg B
Davidson, NC 28036

MY2024 Nissan Parent and Franchisee Program Letter

Dear Ms. Griffiths:

The purpose of this letter ("Letter") is to provide Trane Technologies ("TRANE") with proposed fleet incentives for TRANE and TRANE'S approved franchisees or members in the United States ("Franchisee Members") to purchase Nissan vehicles, as listed below (the "Vehicles") according to the terms and conditions below. Nissan North America, Inc. ("NNA") offers to sell the Vehicles to TRANE and Franchisee Members and apply the "Fleet Incentive" amount per Vehicle listed in the Fleet Incentive Table below during MY2024 (the "Franchisee Program"). A fleet order for the Vehicles submitted through the Nissan Fleet Distribution system identified in Section 3 of this Letter will serve as TRANE's acceptance of the terms and conditions below:

FLEET INCENTIVE TABLE

<u>Model Year</u>	<u>Vehicle Model</u>	<u>Fleet Incentive</u>
2024	Versa	\$450
2024	Sentra	\$825
2024	Altima	\$1,700
2024	Ariya	\$3,805
2024	LEAF	\$1,200
2024	Frontier	\$850
2024	Titan	\$3,700
2024	Pathfinder	\$1,800
2024	Armada	\$3,100
2024	Kicks	\$800
2024	Rogue	\$1,700
2024	Murano	\$3,200

Further terms and conditions for purchase of Vehicles under the Franchisee Program are as follows:

SECTION 1 – INCENTIVES

- 1) The Fleet Incentive set forth in the Fleet Incentive Table includes all fleet funds available to TRANE and Franchisee Members for MY2024.
- 2) Fleet Incentives will be paid directly to TRANE or Franchisee Members via:
 - Check or Electronic Funds
 - Total Incentive Off-Invoice
- 3) TRANE agrees to keep information regarding the Franchisee Program, Fleet Incentives and repurchase terms, if any (“Confidential Information”) strictly confidential. TRANE shall not disclose, publish, release, transfer or otherwise make available Confidential Information to, or for the use or benefit of, any third party without NNA’s prior written consent. This obligation of confidentiality will not apply to the extent disclosure is required by law, provided TRANE gives NNA prompt notice of the request for disclosure, cooperates with NNA in obtaining a protective order or other remedy, and discloses only that portion of the Confidential Information that it is legally compelled to disclose. TRANE agrees that an unauthorized disclosure of any Confidential Information may result in irreparable injury to NNA, and NNA will be entitled to temporary or permanent injunctive relief in addition to any other legal or equitable remedies that may be available.
- 4) The incentives offered within this letter are valid for the period of twenty-four (24) months from the date of this offer, unless otherwise agreed to by the parties.

SECTION 2 – PRICING

- 1) “Fleet Pricing” means the price at which each Vehicle model is offered for sale by NNA to dealers on the Start of Sale Date. Fleet Pricing will be “price protected” for MY24. For avoidance of confusion, “price protected” means the Fleet Pricing will not be adjusted by NNA; provided that, in the event that Nissan raises the MSRP at MY launch of any Vehicle by 1% or more above Fleet Pricing, Nissan may increase Fleet Pricing for such Vehicle(s) by the same amount. In such event TRANE may either (i) accept such Fleet Pricing increase(s) or (ii) cancel its remaining orders for such Vehicle(s), in which case Nissan may charge back any previously paid Incentives for Vehicles.
- 2) Price protection only applies to Vehicles that TRANE has ordered pursuant to this Letter, excludes dealer out-of-stock purchases, applies only to the specific Vehicles identified in the Fleet Incentive Table, and includes destination and handling fees. Price protection excludes Vehicle price increases made necessary due to Vehicle equipment adjustments, government-mandated equipment and emission changes, state warranty recovery charges, optional equipment made standard, mid-cycle enhancements, and vehicle design changes.
- 3) NNA does not offer or agree to price protection from model-year to model-year.

SECTION 3 – ORDERING

- 1) All orders for Vehicles under the Fleet Program will be filled by NNA on a “first-order” basis. NNA does not guarantee fulfillment of orders due to lack of Vehicle availability or otherwise.
- 2) **To ensure proper payment of Fleet Incentives, all factory ordered Vehicles must be ordered through NNA Fleet Distribution under TRANE’s Franchisee Member’s NNA Fleet Certification Code.** Any Vehicles purchased out-of-stock directly from dealer inventory must be reported by the dealer in the delivery system as a RDR “Fleetail Type D, E or F” sale in order to receive NNA incentives.
- 3) TRANE and Franchisee Members must be given a NNA Fleet Certification Code to order under the Fleet Program and to receive Fleet Incentives. As such, TRANE and each Franchisee Member shall:
 - Submit a completed application for NNA Fleet Certification Code with its Tax ID.
 - In the case of Franchisee Member, submit TRANE’s Certification Code and provide proof of its association with TRANE.
- 4) Upon receipt of required certification documents a NNA Fleet Certification code will be generated for TRANE or the Franchisee Member, as the case may be.

SECTION 4 – OBLIGATIONS

In addition to the other obligations set forth in this Letter, TRANE shall:

- 1) Communicate the existence of the Franchisee Program and share the details to appropriate TRANE personnel, members, franchisee network, and other relevant persons. Any such communication shall be subject to the review and approval of NNA prior to delivery.
- 2) Provide NNA a complimentary listing on TRANE’s web page, with a link to the NNA web site.
- 3) Provide to NNA, on a monthly basis and at no additional cost, an electronic list in excel format of Franchisee Members which includes company names, contact names, and contact information

("Member Information"), to be used by NNA. For this purpose, TRANE grants to NNA a limited, non-exclusive, non-transferable license to use Member Information.

- 4) Be responsible and liable for its Franchisee Members and their compliance with the terms and conditions herein.
- 5) Grant a limited, non-exclusive, non-transferable license to NNA to use the TRANE name and trademarks, including the TRANE logo ("TRANE Intellectual Property"). NNA may use TRANE Intellectual Property in its sole discretion for general marketing purposes and/or for the purpose of marketing the Franchisee Program. In accepting the terms of this Letter, TRANE represents that it has the authority to grant such license to use its name and trademarks to NNA under the Franchisee Program.
- 6) Ensure that for all purchases under the Franchisee Program, TRANE and Franchisee Members shall keep Vehicles in service for a minimum of six (6) months.
- 7) No Vehicles purchased under the Franchisee Program may be exported to countries outside of the United States.

SECTION 5 – ELECTRIC VEHICLE ("EV") ORDERS

- 1) All Electric Vehicle ("EV") vehicle orders under the Franchisee Program must be ordered and delivered through an authorized Nissan EV dealership.
- 2) For the avoidance of doubt, TRANE or Franchisee Member is responsible for all installation and maintenance costs associated with any EV charging stations.

SECTION 6 – COMMERCIAL UPFIT ALLOWANCE

- 1) Commercial Upfit Allowance ("CUA") is a cash allowance to upfit the Titan or Frontier. All Nissan Dealers can use CUA to offer customers their choice of an upfit or graphic solution tailored to their business needs.

SECTION 7 – MODIFICATIONS

- 1) If TRANE or Franchisee Member requires "after-market" installations (i.e., made after purchase from a dealer) on a Vehicle, TRANE shall engage a NNA-approved third party installer and/or bailment agency through its NNA dealer. TRANE will not contact NNA regarding any after-market installations, and NNA will not be responsible for tracking or ensuring an installation is completed.
- 2) Notwithstanding this, if TRANE requests a "ship-through" delivery on any Vehicle receiving an after-market installation, by putting the "Z98" ship-through code when ordering, TRANE agrees to pay a charge of \$150 for such delivery. NNA will include this delivery charge on its invoice to TRANE.

SECTION 8 – FORCE MAJEURE

- 1) Neither party shall be responsible to the other by reason of failure to perform its obligations under this Agreement if such failure is caused by an act of God, flood, fire, storm, earthquake, shipwreck, acts of public enemy or acts or omissions of any sovereign government, branch or agency thereof or other similar events beyond reasonable control of such party (each a "Force Majeure Event"). The affected party shall promptly notify the other of any Force Majeure Event. If a Force Majeure Event occurs, the parties will negotiate in good faith to adjust the Volume Commitment and/or Fleet Incentives so that neither party incurs a substantial loss under this Agreement.
- 2) Without limiting the foregoing, the Parties acknowledge the ongoing global shortages in the supply of certain automotive components, including but not limited to semiconductors and microchips, resins, steel and aluminum, and the resulting inability of NNA to manufacture vehicles at its normal capacity (collectively, "Supply Shortage"). NNA shall have no liability to TRANE or any third party for its inability to meet any of TRANE's Vehicle orders, nor for any delay in delivering any such order, due to any Supply Shortage

SECTION 9 – MISCELLANEOUS PROVISIONS

- 1) Any tax credits, grants, exemptions, incentives, subsidies or rebates due from federal, state, county or local government(s), utilities, private agencies, or third party providers are the responsibility of TRANE.
- 2) For the avoidance of doubt, nothing in this Letter, the Fleet Program, nor TRANE's placement of orders or making purchases under the Fleet Program shall designate NNA to be a General Service Administration ("GSA") subcontractor or supplier for TRANE. As such, NNA is under no obligation to provide any GSA-related information.
- 3) This Letter constitutes the entire agreement between the parties with respect to the purchase and sale of Vehicles under the Fleet Program and supersedes any and all negotiations, commitments, and writings prior to the date of the Letter, except for any confidentiality agreement between NNA and TRANE and/or their subsidiaries.

- 4) If any provisions of this Letter agreement are held by a court of competent jurisdiction to be unenforceable or invalid, then such provisions will be ineffective to the extent of the court's ruling. All remaining portions of this Letter agreement will remain in full force and effect.
- 5) The validity, interpretation and construction of this Letter, and all matters related to this Letter, will be governed and interpreted by the laws of the State of Tennessee. Any litigation pertaining to the interpretation or enforcement of this Letter will be filed in and heard by the state or federal court with jurisdiction to hear such disputes in Williamson County, Tennessee, and TRANE hereby submits to the jurisdiction of such courts.
- 6) Should either party institute or participate in a legal or equitable proceeding against the other to enforce or interpret this Letter, the non-prevailing party shall pay the prevailing party's costs, expert and professional fees, attorneys' fees and all other costs incurred by the prevailing party in preparation for such proceeding.
- 7) This Letter may not be modified, supplemented or amended except by a written agreement executed by both parties.
- 8) The rights and obligations under this Letter or this Letter itself, either in whole or in part, shall not be assigned or transferred by TRANE. Any assignment or attempted assignment of this Letter or any part thereof, whether by voluntary act or operation of law, shall be null and void, unless it is approved in writing by NNA in advance.

Your business is greatly appreciated.

Sincerely,



Senior Manager
Nissan North America, Inc.