

## GENERAL TERMS AND CONDITIONS

1. **GTCs.** The software, software-as-a-service, hardware, products, services, deliverables, support and/or other offering(s) or related materials or rights for which Buyer has contracted (the “**Offering**”) is identified in a document labeled as “proposal”, “order”, “quote”, “agreement” or similar (“**Order Form**”). Order Forms identify contracting entities, pricing and related provisions and may reference or link to supplemental terms, agreements or policies and references to Order Form includes such documents. The Order Form, together with these General Terms and Conditions (“**GTCs**”) form a single contract (“**Agreement**”). Defined or capitalized terms not defined in the GTCs have the meaning in the Agreement.

2. **Parties.** “**Tridium**” means Tridium Inc. or Affiliate(s) who execute or assent to the Order Form. “**Buyer**” means collectively the other entity(ies) executing or assenting to the Order Form. “**Affiliate**” means any entity that controls, is controlled by, or is under common control with, another entity. An entity “controls” another if it possesses directly or indirectly the power to direct the management and policies of the entity. “**Parties**” means Tridium, and Buyer and “**Party**” means either, individually.

3. **Term.** This Agreement commences on the date listed as the effective date, or if no such date is listed, the date this Agreement is entered into by the last of the Parties to do so and continues for the duration in the applicable Order Form (or, if unstated, for 36 months) unless terminated earlier or extended in accordance with this Agreement (“**Term**”). Unless expressly set out in this Agreement, upon expiry of the Term this Agreement will automatically renew annually for subsequent 12 months periods, unless either Party notifies the other in writing of its intent to terminate at least 60 days prior to the end of the then-current Term. The non-breaching Party may terminate this Agreement or any Purchase Order if the other party materially breaches and fails to cure within 30 days of receipt of written notice. Tridium may suspend its performance or terminate this Agreement or any Order Form upon written notice if Tridium believes that its performance may violate the law and/or cause a safety or health risk, if Buyer is insolvent, there is an adverse change in Buyer’s creditworthiness or an attempt to obtain protection from creditors or wind down operations, Buyer fails to pay any Tridium undisputed invoices for 3 days after payment due date, Buyer violates the law in performance of this Agreement or assigns this Agreement without Tridium’s consent. Upon termination or expiry: (a) Buyer must all pay amounts due; and (b) if requested, return or destroy all Confidential Information and certify the same in writing; except for automatically generated backup copies, anonymized data or if maintained for legal purposes. Those portions of this Agreement that by their nature should survive, survive termination or expiration.

4. **Fees.** Amounts payable by Buyer to Tridium under this Agreement (“**Fees**”) and payment terms are as stated in this Agreement. Prices based on published list prices are subject to change. Fees are payable in advance at time of order placement, net 30 days from invoice issuance date unless stated otherwise in this Agreement. Tridium may take remedial action or impose additional credit obligations if there is an adverse change in Buyer’s creditworthiness or Buyer does not have established credit terms including requiring additional security prior to performance of Tridium’s obligations. If Buyer or parties Buyer retains or controls cause delay, Tridium may reasonably adjust price, schedule and other affected terms. Except as set out in the Agreement, sales and Order Forms are non-cancellable and Fees are non-refundable. Prices and payments are in USD (unless stated otherwise in an Order Form) and must be made in accordance with the “Remit To” field and details set out in the invoice. All payment and invoicing transactions will be electronic. Payments without adequate remittance details may be set off against any past due invoices. Tridium reserves the right to correct inaccurate invoices which must be paid Net 30 days from correction date. Disputes as to invoices must be accompanied by detailed supporting information and if not raised within 15 days of invoice receipt are deemed waived. Wrongfully disputed and undisputed portions of invoices must be paid by the original invoice payment due date. Credit card payments are not permitted unless agreed by Tridium in writing only by those issuers approved by Tridium and provided that the credit card is charged by the date of issuance of the invoice. Tridium’s Fees do not include any taxes due and payable by Buyer (including but not limited to, sales, use, excise, value-added, and other similar taxes) (“**Taxes**”), tariffs and duties. Buyer will pay all Taxes resulting from this Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If Tridium is required to impose, levy, collect, withhold, or assess any Taxes under this Agreement, Tridium will invoice Buyer for such Taxes unless at the time of order placement, Buyer furnishes Tridium with an exemption certificate sufficient to verify Buyer’s exemption from the Taxes. In no event will Tridium be liable for Taxes paid or payable by Buyer. Buyer may not set off or attempt to recoup any invoiced amounts against amounts due from Tridium or its Affiliates. For either material breach and/or late payment Tridium may, without prejudice to any other legal or equitable remedies, individually or in combination: (a) suspend or terminate performance of this Agreement or any part of it and be relieved of its obligations; (b) charge late fees up to 1.5% per month or the maximum permitted by law and collection costs including reasonable attorneys’ fees; (c) cancel any pricing discounts; (d) repossess technical information or items delivered for which payment has not been made; (e) be relieved of any obligations with respect to guarantees, liquidated damages and service level commitments; (f) refuse to process credits; (g) charge storage fees; and (h) accelerate future payments. Partial provision of orders or Offerings will be invoiced as they are shipped and/ or provided. Tridium may issue surcharges or increase the price to recover Tridium’s increased costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, freight, labor materials or component costs; (c) impact of duties, tariffs, and other government actions; and (d) inflation or other hardship (collectively, “**Economic Surcharges**”). If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, Tridium may suspend performance until the dispute is resolved. This Section prevails in the event of inconsistency with other terms in this Agreement. Any Economic Surcharges are separate from and are in addition to other price change terms in this Agreement.

5. **Evaluation.** Buyer's access to an evaluation, trial, or beta Offering, is limited to evaluating it for Buyer's internal use during the time period stated, or if not stated, for 90 days ("**Evaluation**"). Additional restrictions may be listed in a Order Form or this Agreement. Without limiting any other disclaimers in this Agreement, the Evaluation is provided "AS IS," without indemnification, support, representation, warranty or other obligation of any kind (express, implied, or statutory).

6. **Confidentiality.** All non-public, confidential or proprietary information disclosed by a Party to the other Party in performance of this Agreement ("**Confidential Information**") will be protected using the same degree of care, but no less than reasonable care, as the receiving Party uses to protect its own Confidential Information and will not, without the written consent of the disclosing Party, be used or disclosed except for the purpose of, or as permitted by, this Agreement and only by the receiving Party's Affiliates, employees and service providers who are bound by substantially similar obligations of confidentiality and no less restrictive obligations of confidentiality and have a need to know. Each Party will be responsible for breaches of the confidentiality obligations by its Affiliates, employees or service providers. The receiving Party will keep Confidential Information confidential for 3 years from disclosure. Except as explicitly set out in this Agreement, information will not be Confidential Information unless (a) marked "CONFIDENTIAL" or similar at disclosure; (b) disclosed orally or visually but identified as confidential at disclosure and designated as confidential in writing in 30 days of disclosure summarizing the Confidential Information sufficiently for identification, or (c) it should reasonably be understood to be confidential given the nature of the information as sensitive and non-public. Confidential Information excludes information that: (i) was already known to recipient without restriction; (ii) is publicly available through no fault of recipient; (iii) is rightfully received by recipient from a third-party without a duty of confidentiality; or (iv) is independently developed without use of the Confidential Information. A Party may disclose Confidential Information when compelled to do so by law and if so, that party will, to the extent legally permitted provide prior notice to the other Party and allow that Party reasonable opportunity to contest or limit disclosure. This Agreement is Confidential Information. Neither Party may make any announcement or publication relating to this Agreement without the other Party's prior written approval, except as required by law or to correct any misstatements made by the other Party, but Tridium may list Buyer and its logo as a customer on Tridium's website and in marketing materials.

7. **Privacy.** Tridium may process information relating to an identified or identifiable natural person ("**Personal Data**") in connection with the Agreement. Each Party will process business contact details relating to individuals in the other Party's business for the purposes of customer relationship management, accounts and records ("**Business Contact Details**") as an independent Data Controller (as that term or similar variants are defined in applicable data protection, privacy, breach notification, or data security laws or regulations ("**Applicable Data Privacy Law**") and in accordance with Applicable Data Privacy Law. Tridium collects and uses Business Contact Details in accordance with the Tridium privacy statement, available at [Privacy Statement \(tridium.com\)](https://www.Tridium.com/privacy-statement). Where specified in the relevant Controller to Controller Annex for an Offering as posted at <https://www.Tridium.com/us/en/legal/legal-terms>, Tridium may process Buyer Personal Data as an independent Data Controller for the purposes of providing, improving or developing the relevant Offering, subject to the Tridium privacy statement and/or such other privacy statement provided in relation to the Offering. Each Party represents that it has all rights and authorizations to transfer Personal Data to the other Party (including providing notice). To the extent required by Applicable Data Privacy Laws, each Party agrees to be bound by the terms of the standard contractual clauses posted at <https://www.Tridium.com/us/en/legal/legal-terms> (in its capacity as "data exporter" or "data importer", as applicable, and as those terms are defined therein. The Controller SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into the Agreement in their entirety as if set out in full as an annex to this Agreement. If there is a conflict between this Agreement and the Controller SCCs, the relevant Controller SCCs will prevail. Where applicable law requires changes to the Controller SCCs, those changes will be deemed to have been made without further action from the parties. If Tridium processes Personal Data on Buyer's behalf, the Data Processing Addendum located at <https://www.Tridium.com/us/en/legal/legal-terms> will apply (the "**DPA**").

8. **Data.** Buyer retains all ownership or other rights over data that Buyer, persons acting on Buyer's behalf or users of Offerings input, upload, transfer or make available in relation to, or which is collected from Buyer's systems, devices or equipment by, the Offerings ("**Input Data**"). Buyer grants to Tridium and its Affiliates a non-exclusive, transferable, worldwide, perpetual, irrevocable, sublicensable (through multiple tiers), royalty-free and fully paid-up right and license to use Input Data to develop, operate, improve and support Tridium's products, services or offerings. Tridium may use Input Data for any other purpose provided it is in an anonymized form that does not identify Buyer or any data subjects. Buyer has sole responsibility for obtaining all consents and permissions (including providing notices to Users or third parties) and satisfying all requirements necessary to permit Tridium's use of Input Data. Unless agreed in writing, Tridium does not archive Input Data for Buyer's future use. Buyer consents to any transfer of Buyer's Input Data outside of its country of origin, except that Personal Data is subject to the DPA. Input Data is Buyer's Confidential Information.

9. **IP.** Except for the rights expressly granted in this Agreement, Tridium does not grant, license or transfer to Buyer or any other third party any other rights to any of its intellectual property rights, whether by implication, estoppel or otherwise. Buyer and Buyer's users shall not remove, modify or obscure any intellectual property right notices. The Offering may include open-source software ("**OSS**") and to the extent required by licenses covering OSS, such licenses may apply to OSS in lieu of this Agreement. If an OSS license requires Tridium to make an offer to provide source code or related information in connection with that OSS, such offer is hereby made. If required by Tridium's written contract with them, certain of Tridium's licensors are third-party beneficiaries of this Agreement. If Buyer provides any improvements, suggestions, information or other feedback concerning the Offerings ("**Feedback**"), then Buyer hereby grants to Tridium and its designees a worldwide, irrevocable, royalty-free, fully paid-up, sublicensable (through multiple tiers), perpetual right and license to exploit any Feedback for any purpose without restriction or obligation. Feedback will not be considered

Buyer's Confidential Information or trade secret.

**10. Limitation.** EXCEPT AS OTHERWISE EXPLICITLY STATED IN THIS AGREEMENT OR FOR BUYER'S PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE FOR (a) LOST PROFITS, REVENUES, GOODWILL, OPPORTUNITY OR ANTICIPATED SAVINGS; OR (b) INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR FOR BUYER'S PAYMENT OBLIGATIONS OR FOR EXCLUSIONS (AS DEFINED BELOW), EACH PARTY'S CUMULATIVE AND AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE GREATER OF: (a) THE TOTAL AMOUNTS PAID FOR THE OFFERING THAT GAVE RISE TO LIABILITY DURING THE 6 MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM AND (b) U.S. \$50,000. ALL CLAIMS THAT A PARTY MAY HAVE WILL BE AGGREGATED AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT. NOTWITHSTANDING THE FOREGOING, TRIDIUM'S LIABILITY UNDER EVALUATION, BETA, OR TRIAL RIGHTS IS LIMITED TO U.S. \$1,000. THE LIMITATIONS AND EXCLUSIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW TO ANY DAMAGES OR OTHER LIABILITY HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORSEABLE, AND REGARDLESS OF WHETHER THE LIMITED WARRANTIES IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. "**Exclusions**" are: (i) a Party's fraud or willful misconduct; (ii) a Party's breach of confidentiality obligations, except in relation to Personal Data, Input Data or Buyer Specific Data (if referenced in this Agreement); (iii) Section 12 (Indemnification) and Section 13 (Compliance); and (iv) infringement, misappropriation or violation by a Party, its Affiliates or its or their users of the other Party's or its Affiliates' intellectual property rights; or (v) breach by Buyer of any Offering license, use rights or acceptable terms of use. All claims and causes of action must be brought within 12 months actual or constructive knowledge.

**11. Warranty Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE OFFERINGS ARE PROVIDED "AS IS" AND "AS AVAILABLE" BASIS. TRIDIUM IS NOT RESPONSIBLE OR LIABLE FOR BUYER'S (OR BUYER'S USERS) USE OF THE OFFERINGS, OR USE OR INTERPRETATION OF THEIR OUTPUT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRIDIUM EXPRESSLY DISCLAIMS ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING THE OFFERINGS, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR PURPOSE. NOTWITHSTANDING THE FOREGOING, TRIDIUM MAKES NO WARRANTY THAT THE OFFERINGS WILL MEET BUYER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. BUYER ACKNOWLEDGES THAT OFFERINGS ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN SUCH RESULTS, DATA OR INFORMATION COULD LEAD TO INJURY, ILLNESS, DEATH, PERSONAL INJURY, BUSINESS INTERRUPTION OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

**12. Indemnification.** Tridium will at its expense, defend any third-party claim, suit or proceeding against Buyer and Buyer's Affiliates and sub-contractors, solely to the extent arising out of third-party claims that Buyer's use of the Offering (as provided by Tridium) in accordance with this Agreement, directly infringes such third-party's patent or copyright ("**Third-Party IP Claim**"), and Tridium will pay any final judgments awarded by a court of competent jurisdiction, reasonable settlement amounts approved in writing by Tridium directly attributable to such Third-Party IP Claim. Tridium has no indemnification obligations under this Section to the extent a claim, suit or proceeding arises from: (a) data Buyer provides; (b) Buyer's use of the outputs of the Offering, (c) unauthorized use; (d) combining the Offering with goods, technology or services not supplied by Tridium; (e) modifications by anyone other than Tridium; or (f) settlement made by Buyer without Tridium's written consent; (g) Buyer's breach of this Agreement; or (h) damages based on a theory of liability other than infringement by the Offering. If the Offering is held to infringe, or otherwise violate a third party's rights or Tridium believes it may be infringing or violating, Tridium may undertake at least one of the following with respect to the allegedly infringing materials at Tridium's option: (i) procure a license to allow Buyer's use; (ii) modify the Offering; or (iii) obtain a license to a reasonable substitute. If none of the foregoing are in Tridium's opinion commercially reasonable, Tridium may terminate this Agreement or Order Form(s) by notice and refund a pro-rata portion of the unexpired portion of any pre-paid fees without any further liability. Further, Tridium may cease shipping Offerings it believes may be subject to a claim of infringement without being in breach of this Agreement. If the final judgment assessed against Buyer is based on the revenue generated from the use of the Offering, as opposed to from the sale of the Offering by Tridium to Buyer (whether alone or in combination with any article or service not furnished by Tridium), then Tridium's liability under this indemnity, exclusive of defense costs, shall be limited to a reasonable royalty based on the contract price paid by Buyer to Tridium for the Offering that gave rise to the claim. This section sets out Tridium's sole obligation and exclusive liability, and Buyer's sole remedy for any Third-Party IP Claims. Tridium's obligations under this Section are contingent upon Buyer notifying Tridium in writing of a Third-Party IP Claim promptly upon becoming aware thereof. Tridium has the sole right to control the defense and/or settlement of each Third-Party IP Claim and Buyer will provide Tridium reasonable assistance. Any effort by Buyer to settle a Third-Party IP Claim without Tridium's prior written approval will void Tridium's obligations under this Section. Buyer will not do anything that has an adverse impact on such defense and/or settlement. Buyer will, at Buyer's expense and at Tridium's option, defend and indemnify Tridium and its licensors and service providers from and against any third-party claim, suit or proceeding, and pay any final judgments awarded by a court of competent jurisdiction, or reasonable settlement amounts approved in writing by Buyer, arising out of any claim brought against Tridium by a third party: (a) alleging that Buyer, its Affiliates, or any of its or their employees, agents or subcontractors, infringes such third

party's copyright, patent, trademark or trade secret rights; or (b) arising out of or relating to access or use of the Offerings by any of Buyer and its Affiliates or any of its and their employees, agents, subcontractors or users of Offerings; (c) arising out of third-party claims related to Tridium's possession, processing or use of Input Data in accordance with the Agreement.

**13. Compliance.** Buyer and its Affiliates will comply with all laws and regulations applicable to access and use of Offering. Buyer acknowledges that: (a) Tridium does not provide legal advice regarding compliance with laws and regulations related to use of the Offerings, and (b) the Offerings has functionality that could be used in ways that do not comply with laws and regulations and Buyer is solely responsible, and Tridium has no liability, for Buyer's compliance with law with respect to its use of the Offerings. To the extent Buyer or Buyer's users are government entities, the Offerings and all associated documentation are "commercial computer software", and related "commercial computer software documentation" and "restricted data" provided to Buyer under "Limited Rights" and "Restricted Rights" and only as commercial end items. Buyer and its Affiliates will comply with, and be solely responsible for compliance with, all laws and regulations on export, import, economic sanctions and antiboycott, regulated by the United States, any locality outside the United States where Buyer conducts business, and as applicable the United Kingdom, the European Union and its Member States, and the United Nations ("**Sanctions Laws**") related to the use of the Offerings. Buyer represents and warrants that none of Buyer or its directors, employees, contractors, agents, banking partners, Affiliates or Users: (a) are individuals or entities named on or acting on behalf of entities identified on applicable Sanctions Laws restricted party lists, including but not limited to the Specially Designated Nationals and Blocked Persons ("**SDN List**"), the OFAC Sectoral Sanctions Identifications List ("**SSI List**"); (b) organized under the laws of, physically located in, or ordinarily resident in jurisdictions subject to comprehensive sanctions or (c) are owned or controlled, directly or indirectly, 50% or more in the aggregate, by one or more individuals described in (a) or (b) (collectively, "**Sanctioned Persons**"). Neither Buyer nor its Affiliates will (i) permit Sanctioned Persons to directly or indirectly use, access, or benefit from the Offering; (ii) engage in or facilitate activities directly or indirectly related to any end-uses that are restricted by Sanctions laws, or (iii) export, re-export, or otherwise transfer the Offering for any purpose prohibited by Sanctions Laws. Buyer will not submit to the Offering any data subject to the U.S. International Traffic in Arms Regulations or other Sanctions Laws. Buyer's violation of this Section will be a material breach. Each Party shall comply with all applicable anti-bribery laws and regulations including but not limited to the United States Foreign Corrupt Practices Act ("**FCPA**") and the United Kingdom Bribery Act of 2010. The Parties represent and warrant that they are currently in compliance with anti-corruption and anti-bribery laws and will remain so and that they will not authorize, offer or make payments, directly or indirectly, to any government authority that may result in a breach of FCPA or established restrictions or prohibitions. Buyer agrees to maintain accurate books and records to demonstrate compliance with the compliance requirements of this section. Tridium, at its expense, may audit Buyer to determine compliance with such provisions upon no less than thirty (30) days' advance written notice, and Buyer will provide reasonable assistance to Tridium to complete such audit. Buyer's failure to comply with this provision will be deemed a material breach of the Agreement. Buyer will not submit to the Offerings any data subject to the Sanctions Laws. Tridium will obtain the export license when Tridium is the exporter of record. Buyer must obtain at its sole cost and expense all necessary import authorizations and any subsequent export or re-export license, or other approval required for the Offerings purchased, delivered, licensed or received from Tridium. The Parties agree that technical information or technology (i.e., export-controlled information) subject to the Sanctions Laws shall not be disclosed, transferred or exported, including to any affiliate, foreign national employee, supplier, or sub-tier supplier, regardless of location, without valid export authorization or other written government approval. Buyer will notify Tridium immediately, in writing, of actual or reasonably suspected violations of this section. Tridium may suspend, or terminate the Agreement or any Order Form (or part thereof) or take other actions reasonably necessary to ensure full compliance with all laws including the Sanctions Laws without Tridium incurring any liability.

**14. Law, Dispute.** The Agreement and any dispute, controversy, difference or claim arising out of or relating to it ("**Dispute**") will be: (a) governed by the substantive laws as determined by the legal domicile of the contracting entities identified in the Order Form without regard to conflicts of laws principles, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto); and (b) resolved under the procedural rules in the forums indicated: (i) North, Central, South America: if the Tridium contracting party is formed in any country in North, Central, or South America (including United States, Canada, Mexico, Brazil, etc.), the laws of the State of New York, USA, will govern, and Buyer hereby consents to the exercise of personal jurisdiction by the courts of the State of New York and waive any argument as to the appropriateness of such venue; (ii) China Bilateral: if both contracting parties are formed in The People's Republic of China (excluding Taiwan, Hong Kong and Macau), the laws of The People's Republic of China will govern and any Dispute will be submitted to the China International Economic Trade Arbitration Commission ("**CIETAC**") Shanghai Sub-Commission, for final and binding arbitration under CIETAC's arbitration rules in effect at the time of applying for arbitration, using three arbitrators, one each selected and appointed by the respective parties within 30 days of the arbitration request date and the third selected by the Chairman of CIETAC; (iii) China Unilateral: if the Tridium contracting party is formed in The People's Republic of China and Buyer's contracting party is formed elsewhere, then the laws of England and Wales will govern and any Dispute will be submitted to the Singapore International Arbitration Centre ("**SIAC**") for final and binding arbitration under SIAC's Arbitration Rules in effect at the time of applying for arbitration, using three arbitrators, one each selected and appointed by the respective parties within 30 days of the arbitration request date and the third selected as set out by SIAC, with Singapore as the place of arbitration; (iv) Asia & Pacific Islands: if the Tridium contracting entity is formed in Korea, Hong Kong, Malaysia, Singapore, Indonesia, Vietnam, Australia, or New Zealand, the laws of the country in which the Tridium entity is formed will govern and any Dispute will be submitted to SIAC for final and binding arbitration under SIAC's Arbitration Rules in effect at the time of

applying for arbitration, using three arbitrators, one each selected and appointed by the respective parties within 30 days of the arbitration request date and the third selected as set out by SIAC, with the place of arbitration selected by Tridium; (v) Unlisted: if the Tridium contracting entity is formed in any other country, the laws of England and Wales will govern and any Dispute will be finally resolved by arbitration in accordance with the Rules for Arbitration of the International Chamber of Commerce (“**ICC**”), using three arbitrators, one each selected and appointed by the respective parties within 30 days of the arbitration request date and the third selected per ICC rules, with London, England, as the place of arbitration; (vi) SCC Data Transfers: if a Dispute relates to cross-border transfers of Personal Data from the European Economic Area, UK, or Switzerland pursuant to the Standard Contractual Clauses incorporated into Section 7 of the Data Processing Terms, the laws of Ireland will govern and such Dispute will be resolved before the courts of Ireland, solely as it relates to the SCC Data Transfer. The language of all arbitrations under any subsection of this Section will be English. Judgment upon any award rendered by the arbitrators identified may be entered in any court having jurisdiction. Such award will be payable in the currency of the Agreement. Until the award is entered, either party may apply to the arbitrators for injunctive relief and/or seek from any court having jurisdiction, interim or provisional relief if necessary to protect their rights or property. The parties’ right to apply for judicial relief shall not be deemed incompatible with, or a waiver of, the parties’ agreement to arbitrate. Service of process shall be deemed effective if it is provided pursuant to the notice requirements in this Agreement, irrespective of local law.

**15. Audit.** Buyer will maintain complete, current, and accurate records documenting the location, access and use of the Offering. During the Term and for 2 years thereafter, Tridium may: (a) require Buyer to send written certification of compliance with the terms and conditions of this Agreement within 30 days; and (b) upon reasonable notice, audit the Buyer’s records and electronic logs to verify Buyer’s access to and use of any Offerings and Buyer’s compliance with the terms and conditions of this Agreement. Buyer may not take any steps to avoid or defeat the purpose of any such verification measures and will cooperate with Tridium to facilitate Tridium’s audit. If audit reveals underpayment, Buyer will promptly pay the underpaid fees and related maintenance and support fees. If underpayment is 5% or more of the Fees for the Offering in any 3-month period, Buyer will reimburse audit costs and audit-related expenses.

**16. Upgrades, Access.** Tridium may make available updates or upgrades to the Offerings in its sole discretion but has no obligation under this Agreement to do so and reserves the right to charge additional fees for new or improved features or functionality or discontinue the Offering. Tridium reserves the right to make changes to the Offering design without obligation to make equivalent changes to any offerings previously supplied. In providing Offerings, Tridium may perform some or all of its obligations remotely and need to access Buyer’s IT systems (the “**Systems**”) and Buyer will enable, and consents to, connectivity between Buyer’s applicable Systems and Tridium’s corresponding IT platform(s).

**17. Miscellaneous.** Neither Party will be liable for breach of this Agreement caused by an event or circumstance that is beyond a Party’s reasonable control and prevents it from performing its obligations (other than failure to pay), including shortages of or inability to obtain materials, equipment, components, any governmental action that prevents performance and labor strikes (“**FM Event**”). The affected Party may extend agreed time periods for performing its relevant obligations. If a FM Event is more than 180 days, either Party may terminate this Agreement upon written notice. The Agreement is the entire agreement, superseding all prior or contemporaneous written and verbal agreements or proposals and cannot be modified except by written agreement. Any rights and remedies provided in this Agreement are cumulative and in addition to, and not in lieu of, other rights and remedies available under law. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest will remain in full force and effect. Failure to enforce or exercise any provision is not a waiver of such provision unless such waiver is specified in writing and signed by the Party against which the waiver is asserted. Buyer may not use Tridium’s trademarks, service marks or logos without Tridium’s prior written consent. Notices must be provided in English and in writing to a party’s address (including electronic address) specified in the Order Form and will be effective upon (a) three business days after sending it by reputable overnight courier; or (b) except for notices of termination or a claim which must be sent by courier, three business days after sending it by email. If any portion of this Agreement is held invalid or unenforceable, the remaining portions will remain in full force and effect. The parties are independent contractors of the other, and neither Party, nor any of their respective Affiliates, is an agent, partner or joint-venturer of the other Party for any purpose, or has the authority to bind the other Party. Tridium may provide the Offering through subcontractors subject to remaining responsible for their performance. Tridium may assign or transfer this Agreement, and assign its rights and delegate its obligations. Buyer may not, directly or indirectly, assign or transfer this Agreement, or assign its rights or delegate any of its obligations without Tridium’s prior written consent, and any attempt to do so will be void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. If this Agreement is translated into any language other than English, the controlling version of this Agreement is the English language version even if other language versions are signed by the Parties. Any purchase orders provided by Buyer under this Agreement serve to identify the information referenced in this Agreement and shall not, in themselves, create any commitment binding upon the parties. The words “including”, “e.g.,” or similar import, are not limiting or exclusive and will be deemed followed by “without limitation”. Conflicts in the Agreement will be resolved by giving precedence as follows: (a) any document or clause that states its precedence is before other terms of the Agreement for its subject matter; (b) GTCs; and (c) Order Form.