

GENERAL TERMS AND CONDITIONS

- 1. GTCs.** The software-as-a-service and/or services for which you have contracted (the “**Offering**”) is identified in an agreement entered into by you and an authorized Tridium Reseller (“**Customer Agreement**”). These General Terms and Conditions (“**GTCs**”) together with the SaaS Terms located at: <https://www.tridium.com/content/dam/tridium/en/documents/legal/Tridium-SaaS-Terms-July2023-v3.pdf>, and any other product-specific additional terms that Tridium may make available from time to time form the complete agreement between you and Tridium (“**Offering Agreement**”) related to and governing your access to and use of the Offering. In the event of a conflict between the terms of the Offering Agreement and a Customer Agreement or any other agreements or understandings related to the Offering, the terms of the Offering Agreement shall prevail.
- 2. Parties.** “**Tridium**”, “**we**”, “**us**” or “**our**” means Tridium, Inc. or its Affiliate(s). “**You**” or “**your**” means collectively the individual or entity(ies) accessing or using the Offering. “**Affiliate**” means any entity that controls, is controlled by, or is under common control with, another entity. An entity “controls” another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or otherwise direct the affairs or management of the entity.
- 3. Term.** The Offering Agreement commences on the effective date of, and continues for the duration in, the Customer Agreement (or, if there is none, for 12 months) unless terminated earlier in accordance with its terms (“**Term**”). Unless expressly set out in the Customer Agreement, upon expiry of the Term, the Offering Agreement will continue to renew annually for subsequent 12-month periods, unless either party notifies the other in writing of its intention to terminate at least 60 days prior to the end of the Term. The non-breaching party may terminate if the other party materially breaches and fails to cure within 30 days of written notice. We may terminate upon written notice if you are insolvent, attempt to obtain protection from creditors or wind down operations, or we do not receive payment of fees associated with your access to and use of the Offering for 60 days after payment due date. Upon termination or expiry: (a) you must 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 the Offering Agreement that by their nature should survive, survive termination or expiration.
- 4. Evaluation.** Your access to an evaluation, trial, or beta Offering, is limited to evaluating the Offering for your internal use (“**Evaluation**”). Additional restrictions may be listed in the Offering Agreement. The Evaluation term will be 90 days, unless agreed otherwise by us in writing. The Evaluation is provided “AS IS,” without indemnification, support, representation, condition or warranty of any kind (express, implied, or statutory).
- 5. Confidentiality.** All non-public, confidential or proprietary information disclosed by a party to the other party in performance of this Offering Agreement (“**Confidential Information**”) will be protected using the same degree of care, but no less than reasonable care, as the recipient 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 Offering Agreement and only to the receiving party’s affiliates, employees and service providers who are bound by substantially similar 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. Receiving party will keep Confidential Information confidential for 5 years from disclosure. Except as explicitly set out in this Offering 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 within 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. A party may disclose Confidential Information when compelled to do so by law and if so, that party shall provide prior notice to the other party and allow that party reasonable opportunity to contest or limit disclosure, unless a court orders that the other party not be given notice. The Offering Agreement and the internal operation and performance of the Offering are our Confidential Information.
- 6. Privacy.** We may process certain data and information about you, users, and/or your or their employees, customers, contractors, or Affiliates that are recognized under applicable law as “personal data” or equivalent terms (“**Personal Data**”) in connection with the Offering Agreement. If we process Personal Data on your behalf, our Data Processing Terms available at https://www.tridium.com/content/dam/tridium/en/documents/legal/Data-Processing-Terms_Tridium.pdf (“**Data Processing Terms**”) apply. We collect and use such Personal Data in accordance with our Privacy Statement, available at <https://www.tridium.com/us/en/privacy-statement>. Each Party will comply with applicable privacy and data protection laws.
- 7. Limitation.** 7.1: EXCEPT IF EXPLICITLY STATED IN THE OFFERING AGREEMENT OR FOR FEES PAYABLE, 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.

7.2: EXCEPT IF STATED IN THE OFFERING AGREEMENT, FOR FEES PAYABLE OR FOR EXCLUSIONS, EACH PARTY'S CUMULATIVE AND AGGREGATE LIABILITY 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 OR (b) U.S. \$50,000. ALL CLAIMS THAT A PARTY MAY HAVE WILL BE AGGREGATED AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT. OUR LIABILITY UNDER EVALUATION, BETA, OR TRIAL RIGHTS IS LIMITED TO U.S. \$1,000. "Exclusions" are: (i) claims resulting from either party's fraud or willful misconduct; (ii) a party's breach of confidentiality obligations (except in relation to Personal Data for which the cap applies); (iii) a party's indemnity obligations under Section 6 (Privacy), Section 8 (IP Indemnification) and Section 9 (Compliance); and (iv) infringement, misappropriation or violation by a party, its Affiliates or users of the other party's or its Affiliates' intellectual property rights.

7.3: All claims and causes of action must be brought within six months of being discovered. Nothing stops a party from seeking declaratory, injunctive or other equitable relief from a court of competent jurisdiction or excludes or limits a Party's liability to the other for any matter that cannot lawfully be excluded or limited. LIMITATIONS AND EXCLUSIONS APPLY TO ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR IN RELATION TO THE OFFERING AGREEMENT REGARDLESS OF FORM.

8. IP Indemnification. We will at our cost and expense, defend any third-party claim, suit or proceeding against you and your Affiliates and sub-contractors, solely to the extent arising out of claims by third parties that your use of the Offering (as provided by us) in accordance with the Offering Agreement, infringed, violated or misappropriated their copyright, patent or trademark ("**Third-Party IP Claim**"), and we will pay the (i) damages, and (ii) reasonable and verifiable third-party out-of-pocket costs and expenses (including reasonable attorney's fees), which are finally awarded against you by final judgment of a court of competent jurisdiction (or pursuant to a settlement agreed to in writing by us), directly attributable to such Third-Party IP Claim. We have no indemnification obligations to the extent a claim arises from: (a) data you provide; (b) your use of the outputs of the Offering or unauthorized use; (c) combining the Offering with goods, technology or services not supplied by us; (d) modifications by anyone other than us; or (e) compromise or settlement made by you without our written consent. If the Offering is held to infringe, or we believe it may be infringing, we may undertake at least one of the following with respect to the allegedly infringing materials at our option: (i) procure a license to allow your use; (ii) modify the Offering to make it non-infringing; or (iii) procure a license to a reasonable substitute product. If we cannot do one of these within a reasonable period of time, we may terminate the Offering Agreement by notice without any further liability. This Section sets out your sole and exclusive remedy in case of a Third-Party IP Claim. Our obligations under this Section are contingent upon you notifying us in writing of a Third-Party IP Claim promptly upon becoming aware thereof. We have the sole right to control the defense and/or settlement of each Third-Party IP Claim and you will provide us reasonable assistance. You will not do anything that has an adverse impact on such defense and/or settlement.

9. Compliance. You must comply with all laws and regulations applicable to your use of the Offering including data privacy, localization, and anti-bribery. Your right to use the Offering is subject to such compliance. For purposes of FARs, DFARS and access by governmental authorities, the Offering is "commercial computer software", "commercial computer software documentation" and "restricted data" provided to you under "Limited Rights" and "Restricted Rights" and only as commercial end items. You represent use of the Offering will comply with all sanctions laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations ("**Sanctions Laws**"). You represent that you, your Affiliates or Users are not: (i) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control ("**OFAC**") list of Specially Designated Nationals and Blocked Persons ("**SDN List**"), the OFAC Sectoral Sanctions Identifications List ("**SSI List**"), and the sanctions list under other Sanctions Laws; (ii) organized under, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC, (including, Cuba, Iran, North Korea, Syria, and the Crimea region); or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate, by one or more individuals described in (i) or (ii) (collectively, "**Sanctioned Persons**"). You will not permit Sanctioned Persons to use, to access, or benefit from the Offering, and you will not export, re-export, or otherwise transfer the Offering for any purpose prohibited by Sanctions Laws. You will not submit to the Offering any data subject to the U.S. International Traffic in Arms Regulations or other Sanctions Laws. Your violation of this Section will be a material breach. You agree to notify us immediately, in writing, of actual or reasonably suspected violations. We may limit, suspend, or terminate the Offering or take other actions reasonably necessary to comply with applicable law without liability. You agree to indemnify us if we become subject to liability as a result of your non-compliance with applicable law.

10. Law, Dispute. The Offering 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 Offering Agreement 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 you hereby consent 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 your 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 Offering 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 Offering Agreement, irrespective of local law.

11. Miscellaneous. We may assign or transfer the Offering Agreement on written notice. During the Term and 24 months after, we or our designee can, during normal business hours upon reasonable notice, access, inspect and audit, your compliance with the Offering Agreement and you will furnish such information and access to personnel as we may reasonably request. You may not assign or transfer the Offering Agreement without our prior written consent. You may not use our trademarks, service marks or logos without our prior written consent. 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 Offering Agreement. If a OSS license requires us to make an offer to provide source code or related information in connection with that OSS, such offer is hereby made. If required by our written contract with them, certain of our licensors are third-party beneficiaries of the Offering Agreement. Any descriptions of future product direction or intended updates (including new or improved features) are for informational purposes only and are not binding commitments on us to deliver any material, code or functionality. The development and release of any such updates is at our sole discretion, unless agreed upon otherwise in writing. We reserve the right to charge additional fees for new or improved features or functionality. Notices must be provided in English and in writing to a party's address (including electronic address) specified in the Customer Agreement, 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. Delays or failures in performance beyond a party's reasonable control are excused (except failure to pay). Unenforceable provisions will be reformed to permit enforceability with maximum effect to the original intent. Waiver of a breach is not waiver of other or later breaches and waivers must be in writing. The parties are independent contractors of the other. We may provide the Offering through subcontractors subject to remaining responsible for their performance. The controlling version of the Offering Agreement is the English language version. The Offering Agreement is the entire agreement, superseding all prior or contemporaneous written and verbal agreements or proposals and cannot be modified except by written agreement. Conflicts among any terms or agreements related to the Offering will be resolved by giving precedence as follows: (a) SaaS Terms; (b) GTCs; (c) any other product-specific additional terms that Tridium may make available from time to time; and (d) Customer Agreement. Customer purchase orders are identified only to authorize payment and are not a part of the Offering Agreement or controlling. Tridium is not a party to the Customer Agreement; provided, however, Tridium is a third-party beneficiary with respect to the Customer Agreement as it relates to your access to and use of the Offering and compliance with this Offering Agreement.