

SAAS TERMS

- 1. SaaS.** These SaaS terms (the “**SaaS Terms**”) set out the terms and conditions applicable to the software-as-a-service, online or cloud-based service or feature made available by Tridium (“**SaaS**”) as identified in the Order Form and form part of the Agreement. The SaaS Terms take precedence over other Agreement terms in relation to the SaaS. SaaS is an Offering under this Agreement.
- 2. Use Rights.** Subject to Buyer’s compliance with the terms and conditions of this Agreement, Tridium: (a) will provide Buyer access to the SaaS via means authorized and provided by Tridium (which may include online portals or interfaces such as https, VPN or API); and (b) hereby grants not Buyer a limited, non-transferable, non-exclusive, revocable non-sublicensable right and license to: (i) access and use the SaaS through such means; (ii) download, install, update or allow Tridium to update (when applicable), and use software Tridium provides solely in support of Buyer usage of the SaaS; and (iii) use Documentation for the SaaS as reasonably required in connection with the SaaS, in each case solely for Buyer’s internal business purposes (collectively, “**SaaS Use Rights**”). SaaS Use Rights continue for the period stated in the applicable Order Form, or if no duration is stated, for 12 months from the Effective Date. Order Forms may list metrics, including user number, data volume, sensors or other means to measure usage or fees (“**SaaS Usage Metrics**”). SaaS Use Rights are subject to SaaS Usage Metrics and any other restrictions in this Agreement. If Buyer exceeds SaaS Usage Metrics, Tridium may suspend Buyer’s access until Buyer pays all required Fees. Buyer, its employees and any party accessing the SaaS on Buyer’s behalf (“**Users**”) may exercise SaaS Use Rights if Buyer binds them to the terms of this Agreement. Buyer is responsible, and Tridium has no liability, for Users compliance with this Agreement, and for any breach, act, or omission by them. Buyer may not resell SaaS Use Rights or permit third parties (except Affiliates or service providers) to be Users and may not make copies of the SaaS (except for back up), in each case except as agreed by Tridium in writing.
- 3. Accounts.** Buyer may be required to download an app, or visit a website, through which Buyer accesses the SaaS and sets up accounts including issuance or authentication credentials. In operating Buyer’s account Buyer and Users must: (a) maintain strict confidentiality of user names, passwords or other credentials; (b) assign accounts to unique individuals and not allow others to use Buyer’s credentials or access Buyer’s account, including sharing among multiple Users; (c) immediately notify Tridium of any unauthorized use or breach of security or security incident related to Buyer’s account; (d) submit only complete and accurate information; (e) maintain and promptly update information if it changes; and (f) manage User access. Tridium may use rights management features (e.g. logout) to prevent unauthorized use.
- 4. Acceptable Use.** Buyer will not (and will not authorize, encourage or cooperate with any third party to): (a) reverse engineer, modify, adapt, make machine code human readable or creating derivative works or improvements of the SaaS; (b) circumvent or interfere with the technical protections, security or operation (including disrupting, interacting in an unauthorized manner, probing, scanning or testing the vulnerability of security measures or misrepresenting transmission sources) of the SaaS; (c) perform competitive analysis (including benchmark testing) or create, train or improve a substantially similar product or service to the SaaS; (d) access or use of the SaaS in a manner that infringes another’s intellectual property rights; (e) employ the SaaS in hazardous environments or inherently dangerous applications, including any product, part, service or other application that could result in death personal injury requiring fail-safe performance where failure could lead directly or indirectly to personal injury or death or property or environmental damage; (f) employ the SaaS (or as a substitute for) a third-party monitored emergency notification system; (g) access or use the SaaS in a manner that would reasonably be expected to cause liability or harm to Tridium or Tridium’s customers; (h) employ the SaaS for critical control of environments, emergency situations, life safety or critical purposes; (i) upload to or use with the SaaS any technical data or software controlled under the International Traffic in Arms Regulations (ITAR) or other Export/Import Control Laws; (j) train any machine learning or artificial intelligence algorithm, software or system using the SaaS, any Know-how or Buyer Specific Data; (k) sublicense, distribute or otherwise make available any portion of the SaaS (including any functionality of the SaaS) to a third party; (l) use or provide Know-how or Buyer Specific Data (directly or indirectly) in relation to development of any offering that may compete with the SaaS or any offerings of Tridium or its Affiliates. Any violation of the restrictions in this Section constitute a material breach of this Agreement.
- 5. Set Up, Support.** Initial set up and configuration are provided if stated in the Order Form. Tridium will manage, maintain and support the SaaS (“**SaaS Support**”) in accordance with the policies specified in the Order Form or, if none are specified, Tridium will use commercially reasonable efforts to maintain the SaaS, repair reproducible defects and make the SaaS available subject to scheduled downtime, routine and emergency maintenance. Except as expressly set out in this Agreement, Buyer is responsible for the connectivity required to use the SaaS and for maintaining the equipment and infrastructure that connects to the SaaS. Set up and SaaS Support excludes device or Third-Party App set up unless stated in the Order Form. Tridium is not responsible or liable for issues, problems, latency, unavailability, delay or security incidents arising from or related to: (i) conditions or events reasonably outside of Tridium’s control; (ii) cyberattack; (iii) public internet and communications networks; (iv) data, software, hardware, services, virtual machines, telecommunications, infrastructure or other equipment not provided by Tridium, or acts or omissions of third parties Buyer retains; (v) Buyer and Buyer Users’ negligence or failure to use the latest version or follow Documentation; (vi) modifications or alterations not made by Tridium; (vii) loss or corruption of data; (viii) unauthorized access via Buyer’s credentials; (ix) Buyer’s failure to use commercially reasonable administrative, physical and technical safeguards to protect Buyer systems or data or follow industry-standard security practices; or (x) acts or omissions of Buyer, Users or other third parties Buyer retains, in breach of this Agreement. Tridium reserves the right to modify the SaaS if such modification does not materially diminish the functionality of the SaaS. Tridium may monitor Buyer’s usage of the SaaS.

6. Suspension, Termination. Tridium may without liability immediately suspend Buyer's SaaS Use Rights without notice if Tridium determines that Buyer or Users are or may be in violation this Agreement, pose a security threat or Buyer's use of the SaaS is likely to cause immediate and ongoing harm to Tridium or others. During suspension, Buyer and Users will not have access to the SaaS and may be unable to access Input Data or Buyer Specific Data. Upon termination or expiry Buyer's SaaS Use Rights will expire and Buyer must cease use of the SaaS and delete all copies of SaaS documentation and credentials. Buyer will remain responsible for all Fees Buyer has accrued. Within a reasonable period of time after receipt of Buyer's request made within 30 days after the effective date of expiry or termination, Tridium will, to the extent technically practical and available as a generally available feature of the SaaS, provide a file of Buyer's Input Data and Buyer Specific Data in a commonly used format. Tridium will have no other obligation to maintain or provide to Buyer Input Data or Buyer Specific Data and may thereafter, unless legally prohibited, delete all Buyer's Input Data and Buyer Specific Data in Tridium's possession or control.

7. Buyer Specific Data. Unless agreed otherwise in writing by Tridium or its Affiliates and Buyer or its Affiliates, Buyer owns and reserves all right, title and interest, including all intellectual property rights, in output data generated by the SaaS that identifies the Buyer or its Users ("**Buyer Specific Data**"). Buyer hereby grants to Tridium a non-exclusive, transferable, worldwide, perpetual, irrevocable, sublicensable (through multiple tiers), royalty-free and fully paid-up right and license to use the Buyer-Specific Data to develop, operate, improve and support Tridium's products, services and offerings. Tridium may use Buyer-Specific Data for any other purpose provided it is in an anonymized form that does not identify Buyer or any data subjects. Buyer Specific Data is Buyer's Confidential Information (except if anonymized).

8. Know-how. Tridium and its Affiliates and licensors own and reserve all right, title and interest, including all intellectual property rights: (i) in and to the SaaS and all derivative works, modifications and improvements of the SaaS; and (ii) in and to know-how and information (excluding Input Data and Buyer Specific Data) that is developed by Tridium or its Affiliates by analyzing Input Data or Buyer Specific Data or generated via, or derived from, providing or supporting the SaaS ("**Know-how**"). The operation of the SaaS and Know-how is Tridium's Confidential Information. Subject to Buyer's compliance with the terms and conditions of this Agreement (including acceptable use), Tridium hereby grants to Buyer a limited, non-transferable, non-exclusive, revocable, non-sublicensable right and license to use Know-how solely for its internal business purposes in connection with exercise of SaaS Use Rights.

9. Security. Security is governed by policies in the Order Form or if none are specified Tridium will use commercially reasonable administrative, physical and technical safeguards designed to protect Personal Data, Input Data and Buyer Specific Data and follow industry-standard security practices, as set out in the Security Practices at <https://www.tridium.com/content/dam/tridium/en/documents/legal/Security-Practices-v1.2-Tridium>. Buyer is solely responsible for costs or liability incurred due to unauthorized use or access through Buyer's or Users account credentials or systems and for security of on-premises software and hardware.

10. Third-Party Apps. The SaaS may contain features designed to interoperate with applications, software or platforms provided by Buyer or a third party ("**Third-Party Apps**"). Buyer's use of a Third-Party App is subject to a separate agreement between Buyer and the relevant third party. Buyer grants Tridium all rights necessary for Tridium to facilitate interoperation between such Third party Apps and the SaaS. Tridium does not warrant or support Third-Party Apps and cannot guarantee their continued security, availability or performance. Buyer's use of a Third-Party App may enable transfer of Input Data, Buyer Specific Data or Personal Data outside of the SaaS and Buyer is solely responsible any liability or loss relating to such transfer.

11. Limitation. LIABILITY FOR BREACH OF SECTION 2 (USE RIGHTS) OR 4 (ACCEPTABLE USE) ARE NOT SUBJECT TO THE LIMITATION ON LIABILITY SET OUT IN SECTION 10 OF THE GTCS.

12. Disaster Recovery, Back up. Tridium maintains disaster recovery and business continuity plans to manage material loss or failure in the facilities, equipment or technologies used to provide the SaaS ("**Disaster Failure**"). Unless agreed otherwise in writing, Tridium does not offer account recovery of data separately from that of any other customer and Tridium is not responsible if backups fail, are incomplete, or could not be performed or Input Data or Buyer Specific Data is lost or damaged. In the event of Disaster Failure Tridium will use commercially reasonable efforts to restore to the most recently available backup. Tridium's obligations set out in this section are Tridium's sole obligations, and Buyer's sole and exclusive remedy, for Disaster Failure.