

## SAAS TERMS

- 1. SaaS.** These SaaS terms (the “**SaaS Terms**”) set out the terms and conditions applicable to the software-as-a-service offering (“**SaaS**”) as identified in the Customer Agreement and form part of the Offering Agreement between you and Tridium. The SaaS Terms take precedence over other Offering Agreement terms in relation to the SaaS.
- 2. Use Rights.** Subject to payment of agreed fees and strict compliance with the terms of access and acceptable use we will provide you solely for your internal business purposes: (a) remote access to the SaaS through means we provide (which may include online portals or interfaces such as https, VPN or API); and (b) a limited, revocable, non-exclusive, non-assignable, non-transferable license to: (i) download, install, update or allow us to update (when applicable), and use software we provide solely in support of your usage of the SaaS; and (ii) use SaaS documentation as reasonably required in connection with the SaaS (collectively, “**Use Rights**”). Use Rights continue for the duration of the period stated in the Customer Agreement, or if there is none, for 12 months from the Effective Date. Additional product terms made available by us may list metrics, including user number, data volume, sensors or other means to measure usage or fees (“**Usage Metrics**”). Use Rights are subject to Usage Metrics and restrictions in the Offering Agreement. If you exceed Usage Metrics, we may suspend access until you pay required fees. You, your employees and any party accessing the SaaS on your behalf (“**Users**”) may exercise Use Rights, provided that, you must bind them to the terms of the Offering Agreement and are responsible for their compliance with it, any breach by them and their acts and omissions. You may not resell Use Rights or permit third parties (except Affiliates or service providers) to be Users or make copies of the SaaS (except for back up) except as agreed by us in writing. We have no responsibility with respect to actions or inactions of Users.
- 3. Accounts.** You may be required to download a mobile app, or visit an internet portal or site, through which you access the SaaS and set up accounts including issuance or authentication credentials. In operating your account you and Users must: (i) maintain strict confidentiality of user names, passwords or other credentials; (ii) assign accounts to unique individuals and not allow others to use your credentials or access your account, including sharing among multiple Users; (iii) immediately notify us of any unauthorized use or breach of security related to your account; (iv) submit only complete and accurate information; (v) maintain and promptly update information if it changes; and (vi) manage User access. We may use rights management features (e.g. lockout) to prevent unauthorized use.
- 4. Acceptable Use.** The Use Rights are the only acceptable use of the SaaS. You will not, and will not permit any person or entity to, use the SaaS for purposes of, or in connection with: (a) reverse engineering, making machine code human readable or creating derivative works or improvements; (b) interfering with its security or operation (including probing, scanning or testing the vulnerability of security measures or misrepresenting transmission sources); (c) creating, benchmarking or gathering intelligence for a competitive offering; (d) infringing another’s IPR; (e) employing it in hazardous environments requiring fail-safe performance where failure could lead directly or indirectly to personal injury or death or property or environmental damage; (f) employing it as a substitute for a third-party monitored emergency notification system; (g) use that would reasonably be expected to cause liability or harm to us or our customers or breach the Offering Agreement; and/or (h) critical control of environments, emergency situations, life safety or critical purposes. Violation of restrictions in this Section is a breach of Use Rights.
- 5. Set Up, Support.** Initial set up and configuration are provided by the authorized Tridium Reseller if stated in the Customer Agreement. We will use commercially reasonable efforts to maintain the SaaS, repair reproducible defects and make the SaaS available as a whole 99% of the time 24x7x365 subject to scheduled downtime, routine and emergency maintenance and force majeure (“**Support**”). Except as expressly set out in this Offering Agreement, you are responsible for the connectivity required to use the SaaS and for maintaining the equipment and infrastructure that connects to the SaaS. Set up and Support excludes device or Third-Party Application set up unless stated in additional product terms made available by us or as agreed upon between you and an authorized Tridium Reseller in the Customer Agreement. We are not responsible or liable for issues, problems, unavailability, delay or security incidents arising from or related to: (i) conditions or events reasonably outside of our control; (ii) cyberattack; (iii) the public internet and communications network; (iv) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by us, or acts or omissions of third parties you retain; (v) you and your Users’ negligence or failure to use the latest version or follow published documentation; (vi) modifications or alterations not made by us; (vii) loss or corruption of data; (viii) unauthorized access via your credentials; or (ix) your failure to use commercially reasonable administrative, physical and technical safeguards to protect your systems or data or follow industry-standard security practices. We reserve the right to modify the SaaS at any time without degrading its functionality. We may monitor your usage.
- 6. Termination.** We may terminate upon written notice if the SaaS is provided at no charge, your use is fraudulent, continued use would subject us to third party liability or we cease making the SaaS generally available to third parties. We may immediately suspend Use Rights if we determine you or Users are or may violate the

Offering Agreement (including failure to pay fees by due date) or pose a security threat. During suspension, you and Users will not have access to the SaaS and may be unable to access Input Data. Upon termination or expiry your Use Rights will expire, you will no longer have access to your Input Data, and you must delete all copies of SaaS and credentials. Sections 5 to 12 and those portions of the Offering Agreement that by their nature should survive, survive termination or expiration.

7. **Data.** You retain all ownership or other rights over data that you or persons acting on your behalf input, upload, transfer or make available in relation to, or which is collected from your devices or equipment by the SaaS (“**Input Data**”). We and our Affiliates have the right to duplicate, analyze, transfer, modify and otherwise use Input Data to provide, improve or develop our offerings. You have sole responsibility for obtaining all consents and permissions (including providing notices to Users or third parties) and satisfying all requirements necessary to permit our use of Input Data. You will, at your cost and expense, defend, indemnify and hold harmless us and our Affiliates, sub-contractors and licensors from and against all losses, awards and damages (including reasonable attorneys’ fees), arising out of claims by third parties related to our possession, processing or use of Input Data in accordance with the Offering Agreement or your or Users’ infringement, misappropriation or violation of our or a third party’s IPR (except if caused by your authorized use of the SaaS). Unless agreed in writing, we do not archive Input Data for your future use. You consent to any transfer of your Input Data outside of its country of origin, except that Personal Data is subject to the Data Processing Terms.

8. **IP.** All right, title and interest, including all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets and know-how), and moral rights (including rights of authorship and modification) throughout the world (“**IPR**”) in and to the SaaS and all derivative works, modifications and improvements, are retained by Tridium or its licensors and are our confidential information. We own all IPR that is: (i) developed by us or our Affiliates by processing or analysis of Input Data (excluding Input Data itself, but including derived data that is sufficiently different from Input Data so that Input Data cannot be identified from analysis or further processing of such derived data); or (ii) generated through support, monitoring or other observation of your and your Users’ use of the SaaS. The operation and performance of the SaaS is our confidential information. If you provide suggestions, comments or feedback regarding the SaaS, you hereby assign to us all right, title and interest in and to the same without restriction. You and Users will not remove, modify or obscure any IPR notices on the SaaS.

9. **Security.** We will use commercially reasonable administrative, physical and technical safeguards designed to protect Personal Data and Input 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.pdf>; and following a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorized access, disclosure or use of Personal Data or Input Data we will notify you without undue delay and as relevant information becomes available to assist you in meeting your potential reporting or notice obligations under applicable law and you will work with us in good faith to develop related public statements or required notices. You are solely responsible for costs or liability incurred due to unauthorized use or access through your 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 you or a third party (“**Third-Party Apps**”). Your use of a Third-Party App is subject to a separate agreement between you and the relevant third party. You grant us all rights necessary to host, copy, use, transmit, or display Third-Party Apps to facilitate interoperation with the SaaS. Tridium does not warrant or support Third-Party Apps and cannot guarantee their continued security, availability or performance. Your use of a Third-Party App may enable transfer of Input Data or Personal Data outside of the SaaS and you are solely responsible for any liability or loss relating to such transfer.

11. **Warranty, Disclaimer.** EXCEPT AS EXPRESSLY SET OUT IN THE SAAS TERMS, THE SAAS AND SUPPORT ARE PROVIDED ‘AS IS’ WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WE ARE NOT RESPONSIBLE OR LIABLE FOR YOUR (OR YOUR USERS’) USE OF THE SAAS OR INTERPRETATION OF OR ACCURACY OF ITS OUTPUT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS INCLUDING NON- INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR PURPOSE. NOTWITHSTANDING THE FOREGOING, WE DO NOT WARRANT THAT THE SAAS WILL MEET YOUR REQUIREMENTS, OR THAT IT WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE.

12. **Limitation.** LIABILITY FOR BREACH OF SECTION 2 (USE RIGHTS), 4 (ACCEPTABLE USE), 8 (IP) ARE NOT SUBJECT TO THE LIMITATION ON LIABILITY SET OUT IN SECTION 7.1 OF THE GTCS. The following are Exclusions for purposes of Section 7.2 of the GTCs: (i) a party’s breach of confidentiality obligations (except in relation to Input Data and Personal Data for which the cap applies), Section 2 (Use Rights), Section 4 (Acceptable Use) or Section 8 (IP); or (ii) claims against us or our Affiliates relating to possession, processing or use of Input Data in accordance with this Offering Agreement.