

DATA PROCESSING TERMS

1. **DPA.** These Data Processing Terms (the “**DPA**”) apply when we process Personal Data on your behalf while providing the Offering and form part of the Agreement. These Data Processing Terms do not apply where we are the Controller. Defined and/or capitalized terms not defined here have the meanings given them in the Agreement. If not defined in the Agreement, capitalized terms have the meaning given them, or an equivalent term, in applicable data protection, privacy or security laws (“**Privacy Laws**”). The DPA takes precedence over any other Agreement terms in relation to the Processing of Personal Data.

2. **Processing.** With respect to the Processing of Personal Data, you act as a Controller, “business”, or Processor and Tridium is a Processor or “service provider”. We will only Process Personal Data as permitted under the Agreement and applicable Privacy Laws. We will not “sell” Personal Data. You agree that the Agreement represents your complete instructions to us and any additional changes you require must be mutually agreed. We will inform you if we believe that any of your instructions violate law, unless prohibited on important grounds of public interest. Details regarding the Processing of Personal Data are specified in Annex 1. You are solely responsible for complying with Privacy Laws regarding the Processing of Personal Data (including obtaining consents) and warrant that you comply with the same. You shall indemnify us, our Affiliates, subcontractors, and licensors from all third-party claims or losses arising from our Processing of Personal Data in accordance with this Agreement.

3. **Subprocessors.** You authorize us to use other Processors, including Affiliates and service providers, (“**Subprocessors**”) in any jurisdiction to Process Personal Data, so long as they are required to abide by terms substantially similar to these Data Processing Terms. We will be liable to you for the performance of our Subprocessor’s obligations under the Agreement. Our current Subprocessors are listed at <https://www.tridium.com/us/en/legal/subprocessors>. You must subscribe to the above link to receive notice of updates to our list of Subprocessors. You may object in writing to our appointment of a new Subprocessor within five (5) calendar days of such notice. If you legitimately object to a Subprocessor on reasonable data protection grounds and we do not resolve the matter within one month following notification, we may terminate the Order Form with respect to the Offering impacted by the new Subprocessor, without penalty, upon written notice.

4. **Security.** We will implement appropriate technical and organizational measures to protect Personal Data, as described in our Security Practices at <https://www.tridium.com/content/dam/tridium/en/documents/legal/Security-Practices-v1.2-Tridium.pdf> (“**Security Practices**”). We may update or modify the Security Practices, so long as the overall security level of the Offering is maintained. You are solely responsible for determining whether the Security Practices meet your requirements. We agree that the level of security provided by the Security Practices is appropriate to the risk inherent in the Offering. You are responsible for configuring the Offering in a manner which enables you to comply with applicable Privacy Laws. We will ensure that only authorized personnel who are under written obligations of confidentiality or are under an appropriate statutory obligation of confidentiality may access Personal Data. The Offering is not designed to Process Special Categories of Data, cardholder data subject to the Payment Card Industry Security Standard (“**PCI DSS**”), protected health information, children’s Personal Data, or other Personal Data inappropriate for the nature of the Offering (collectively, “**Prohibited Data**”). You shall not submit Prohibited Data to us or to the Offering, unless authorized to do so in writing by Tridium.

5. **Security Incident.** We will notify you without undue delay after becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorized access, disclosure or use of Personal Data while processed by us (each a “**Security Incident**”) in relation to the Offering under the Agreement. We will investigate the Security Incident and provide you with relevant information as required under Privacy Laws. We will use reasonable efforts to assist you in mitigating, where possible, the adverse effects of any Security Incident. Our notification to you of a Security Incident will not be deemed an acknowledgment of fault or liability.

6. **Compliance.** On written request and subject to obligations of confidentiality, we will provide to you information reasonably necessary, including relevant certifications, to demonstrate our compliance with these Data Processing Terms. Where required by applicable Privacy Laws, you (or an independent auditor mandated by you) may request to audit our compliance with such obligations once per year at the applicable facility (“**Audits**”). Audits will only be performed following your written request at least ninety (90) days prior to the proposed start date and you providing a reasonably detailed audit plan describing the proposed scope, start date and duration. Before the Audit, the Parties will agree on a final Audit plan. Audits will be conducted during Tridium’s regular business hours, subject to the published policies of the audited facility, and may not unreasonably interfere with business activities. The personnel conducting the Audit on your behalf, or an independent auditor mandated by you must enter into an appropriate written confidentiality agreement acceptable to us prior to conducting the Audit and will be accompanied by at least one member of our staff at all times. To preserve the security of us, our customers or Affiliates, we reserve the right to not share information that could expose or compromise its security, privacy, employment policies or obligations to other customers or third parties or share confidential information. Records may not be copied or removed from our facilities. You will generate and provide us with an audit report within three months after the Audit. All information obtained or generated in connection with an Audit, including audit reports, is Confidential Information and may only be used for the purposes of confirming our compliance with its obligations under these Data Processing Terms. You will pay or reimburse our reasonable costs for allowing for and contributing to Audits. With respect to Subprocessors, we may fulfil our responsibilities under this Section 6 by providing you with audit reports or certifications provided by such Subprocessors.

7. Data Transfers. You authorize us and our Subprocessors to transfer Personal Data to locations outside of its country of origin, provided we implement appropriate transfer safeguards to comply with applicable Privacy Laws. If we transfer Personal Data from the European Economic Area (“**EEA**”), UK, Switzerland or from any other jurisdiction that restricts the cross-border transfer of Personal Data to locations outside that jurisdiction, you shall be bound by the [Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation \(EU\) 2016/679](#) including the provisions in Modules 2 and 3, as applicable, and, as applicable, the UK’s International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119A(j) of the UK’s Data Protection Act 2018 (“**SCCs**”) in the capacity of “data exporter”, and Tridium in the capacity of “data importer” as those terms are defined therein. The 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. The Parties acknowledge that the information required to be provided in the appendices to the SCCs is set out in Annex 1 below as a “Description of the Transfer” and “Security Practices” as a “Description of the Technical Organizational Measures” in the Security Practices, and “List of Subprocessors” in Section 3. Audits under Section 8.9 of the SCCs shall be carried out in accordance with the above Section 6. The SCCs will prevail over the Agreement, in the event of conflict.

8. Cooperation. We will cooperate with you to respond to requests, complaints or inquiries from data subjects, supervisory authorities, or other third parties, conduct a privacy impact assessment and prior consultation with supervisory authorities, provided you reimburse all reasonably incurred costs. If we receive a data subject request relating to Personal Data, we will provide it to you. We will not respond to the data subject request unless required by applicable law. We will attempt to redirect requests from law enforcement agencies for Personal Data to you. If we are compelled to disclose Personal Data to a law enforcement agency, to the extent permitted by law we will attempt to give you reasonable notice of the request to allow you to seek a protective order.

9. Termination. Upon termination, we will return, delete or anonymize Personal Data except to the extent (i) we are required by applicable law to retain it or (ii) for compliance, audit or security purposes, in which case these Data Processing Terms will continue to apply to the retained Personal Data. Certification of deletion will be provided to you only upon your written request. These Data Processing Terms and the SCCs will terminate automatically upon deletion or anonymization of the Personal Data covered by these Data Processing Terms, with respect to such Personal Data.

ANNEX 1
DESCRIPTION OF THE PROCESSING AND TRANSFER
(MODULE 2: CONTROLLER TO PROCESSOR)

A. LIST OF THE PARTIES	
Controller / Data Exporter	You and your Affiliates, as set forth in the Agreement.
Processor / Data Importer	Name: Tridium, Inc. or Affiliate, as specified in the Order Form Address: 115 Tabor Road, Morris Plains, NJ 07950 Contact: Chief Privacy Officer Email: HoneywellPrivacy@honeywell.com
B. DETAILS OF PROCESSING/TRANSFER	
CATEGORIES OF DATA SUBJECTS	The Personal Data processed and transferred is determined and controlled by you in your sole discretion and may include, without limitation, the following categories of Data Subjects: (i) employees, contractors and temporary workers (current, former, prospective) of data exporter; (ii) channel partners, distributors, sales partners, and business partners (iii) Advisors, trainers, consultants, service providers and other third parties; (iv) users (e.g. customers) and end users of the Offering; (v) any other data subject as described in the Agreement.
CATEGORIES OF PERSONAL DATA	The Personal Data processed and transferred is determined and controlled by you in your sole discretion and may include, without limitation, the following categories of data: name, email address, job title, country of residence, mobile phone number, username, password, security question, IP addresses, unique identification numbers and signatures, voice, video and data recordings, location data, and device identification (e.g., UUID, IMEI-number, SIM card number, MAC address).
SPECIAL CATEGORIES OF DATA	The Offering is not intended for the Processing of Special Categories of Data or Prohibited Data, and you shall not transfer, directly or indirectly to us.
FREQUENCY	The Personal Data transfers under the Agreement will take place on a continuous basis.
NATURE OF THE PROCESSING	Tridium and its Subprocessors are providing the Offering or fulfilling contractual obligations to you, as described in the Agreement. These Offerings may include the processing of Personal Data by Tridium and/or its Subprocessors.
PURPOSE OF PROCESSING / TRANSFER	Your Personal Data is processed and transfer is made for the following purposes: (i) providing the Offering and facilitating communication with customers, employees and users; (ii) administration and management of channel partners, distributors and/or sales partners; (iii) identity management and security; (iv) managing product and service development, improving existing and developing new products and services, research and development; (v) Research in any field including scientific and technical research; (vi) any other scope and purpose as described in the Agreement.
RETENTION	Your Personal Data will be retained in accordance with the Agreement unless applicable law requires storage of the Personal Data for a longer period.
TRANSFER TO SUBPROCESSORS	Tridium may process and transfer Personal Data to Subprocessors in relation to the performance of the Agreement and in accordance with the following scope: • Subject Matter: The subject matter of the processing under the Agreement is the Personal Data. • Nature of the processing: Tridium and its Subprocessors are providing services or fulfilling contractual obligations to you, as described in the Agreement. These services may include the processing of Personal Data by Tridium and/or its Subprocessors. • Duration: The duration of the processing under the Agreement is determined by you and as set forth in the Agreement.
C. COMPETENT SUPERVISORY AUTHORITY	
For the purposes of Clause 13 of the SCCs, the competent supervisory authority for you shall be the supervisory authority applicable to the Customer in its EEA country of establishment or, where it is not established in the EEA, in the EEA country where its representative has been appointed pursuant to Article 27(1) of Regulation (EU) 2016/679. For purposes of the UK's International Data Transfer Addendum, the UK Information Commissioner shall be the relevant supervisory authority.	
D. GOVERNING LAW AND CHOICE OF FORUM	
GOVERNING LAW	For Clause 17, Option 1 will apply for transfers from the EEA, UK, and Switzerland, and the SCCs will be governed by the laws of Ireland.
CHOICE OF FORUM	For the purposes of Clause 18 of the SCCs, the parties agree that the courts of Ireland will

	have jurisdiction.
E. OTHER	
Where the SCCs identify optional provisions or provisions with multiple options the following will apply:	For Clause 7 (Docking Clause), the optional provision will apply.
	For Clause 9(a), option 2 will apply. The parties will follow the process agreed in Section 3 (Subprocessors).
	For Clause 11(a) (Redress), the optional provision will not apply.
	For Clause 12 (Liability), the limitation of liability in the Agreement applies to these Data Processing Terms.