

PROFESSIONAL SERVICE TERMS

- 1. Professional Services.** These professional services terms (the “**Service Terms**”) set out the terms and conditions applicable to the professional services identified in the Order Form (the “**Services**”) and form part of the Agreement. The Services Terms take precedence over other Agreement terms in relation to the Services.
- 2. Services.** We will provide the Services as specified in the Order Form and/or statement of work (“**SOW**”), as applicable. Each SOW and/or Order Form will include details as to the scope of Services, specifications, timing and payments and form part of the Service Terms. The Services will commence on the effective date provided in the SOW or Order Form and continue until the expiration date in the applicable SOW or Order Form, or upon completion of the final deliverable, unless earlier terminated under the Agreement.
- 3. Acceptance.** You will accept or reject each deliverable or report marked as a “Deliverable” on a SOW or Order Form (collectively, “**Deliverable**”) within five (5) working days of receipt (unless another period is specified in writing). You may reject a Deliverable only insofar as it does not materially conform to the specifications for such Deliverable set out in the applicable SOW or Order Form. Any rejection must be in writing and specifically state the manner in which the Deliverable does not materially conform to the applicable specifications. Acceptance will not be unreasonably withheld. If you do not respond within the five (5) working days, or if you place the Deliverable into a production environment, the Deliverable will be deemed accepted. You may not cancel or defer delivery of any Services after we have accepted a SOW or Order Form without our written approval.
- 4. Changes.** Any change to Service scope, including Deliverables, must be documented in a written change order to the applicable SOW or Order Form, and must be mutually agreed upon by the parties. You acknowledge and agree that any change to the scope of Services may require you to pay to us additional fees as set forth in the applicable agreed change order.
- 5. Responsibilities.** We agree to use a reasonable degree of care regarding access to your computer systems (if any) and will use commercially reasonable efforts to protect against the introduction of any computer virus. You agree to: (a) promptly perform your obligations identified in the applicable SOW or Order Form; (b) promptly provide all information reasonably required for performance of the Services, including completion of the SOW or Order Form, prior to commencement of the Services, (c) designate a business contact and a technical contact to coordinate your personnel and act as a liaison; and (d) provide us with access to your systems and premises to the extent necessary during the performance of the Services. If you fail to perform any of your obligations, we will: (i) be excused from failure to perform any of our affected obligations under the Agreement; (ii) be entitled to a reasonable extension of time, and a reasonable reimbursement of additional costs or fees incurred as a result; and (iii) not be responsible for any liability arising from such failure. We may suspend Services without liability if we determine that performance of Services may compromise any person’s safety or result in violation of applicable law or regulation. We are not responsible or liable for any 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 networks; (iv) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by us, or acts or omissions of third parties you retain; (v) your and/or 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.
- 6. Third Party Products.** To the extent that we provide, install or integrate third party products, software, hardware or services (“**Third Party Products**”) as part of the Services, then notwithstanding any other terms agreed to between us, all Third Party Products are provided subject to the Third Party Product supplier’s terms and conditions (including software license terms) in effect at the time such Third Party Products are delivered to you. We have no liability with respect to the performance or non-performance of such Third Party Products.
- 7. Data.** You retain all ownership and other rights to data and other information that you or persons acting on your behalf make available in relation to the Services (“**Services Data**”). Tridium and its Affiliates have the right to retain, transfer, duplicate, analyze, modify and otherwise use Services Data to provide, improve or develop our products or services. You have sole responsibility for obtaining all consents and permissions (including providing notices) and satisfying all requirements necessary to permit our use of Services Data. You will, at your cost and expense, defend us and our Affiliates, sub-contractors and licensors and hold us harmless from and pay or reimburse all awards or damages (including attorney’s fees), arising out of claims by third parties related to possession, processing or use of Services Data in accordance with the Agreement.
- 8. IP.** You grant to us a royalty-free, sublicensable, non-exclusive license during the term of this Agreement to your intellectual property needed to perform the Services. You warrant that you have secured all necessary rights (including rights to sublicense) and licenses to third party software and/or intellectual property necessary for us to perform the Services. We own all intellectual property rights in and to our preexisting intellectual property and all intellectual property rights created or developed in the course of providing the Services or any Deliverable (but excluding Services Data itself, but including derived data that is sufficiently different from Services Data so that Services Data cannot be identified from analysis or further processing of such derived data). Subject to full payment for the Services, we grant you a nonexclusive, perpetual, worldwide, non-assignable, non-sublicensable and non-transferable license to access and use the Deliverables solely for your internal business purposes; provided that all such Deliverables shall continue to be Tridium Confidential Information. You and Users agree to not remove, modify, or obscure any proprietary rights notices in the Deliverables or on the Services.

9. Warranty, Disclaimer. We warrant that the Deliverables provided to you will conform in all material respects to the specifications provided in the applicable SOW or Order Form for a period of 30 days from the date Deliverables are provided. Your sole remedy for any breach of this warranty is that we will re-perform nonconforming Deliverables or refund the portion of fees paid attributable to the nonconforming Deliverables (at our option) if you notify us during the warranty period. Re-performed Deliverables are warranted for the remainder of the original warranty period. Unless provided otherwise in writing, any software provided as part of the Services is provided on an as-is basis. EXCEPT AS EXPRESSLY SET OUT IN THESE SERVICE TERMS, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" WITH NO CONDITIONS, WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WE ARE NOT RESPONSIBLE OR LIABLE FOR THE USE OR OUTPUT OF ANY SERVICES OR DELIVERABLES BY YOU OR ANY OF YOUR USERS. 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 SERVICES OR DELIVERABLES WILL MEET YOUR REQUIREMENTS THAT ITS OUTPUT IS RELIABLE AND/OR ACCURATE, OR THAT IT WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE.

10. Limitation. LIABILITY FOR BREACH OF SECTION 8 (IP) ARE NOT SUBJECT TO THE LIMITATION ON LIABILITY SET OUT IN SECTION 8.1 OF THE GTCS. The following are Exclusions for purposes of Section 8.2 of the GTCS: (i) breach of confidentiality obligations (except in relation to Services Data and Personal Data for which the cap applies) or Section 8 (IP); and (iii) claims against us or our Affiliates relating to possession, processing or use of Service Data or Personal Data in accordance with this Agreement.

11. Non-solicitation. You agree not to make any offer of employment to, nor enter in a consulting relationship with, any employee who is involved in performing Services within twelve (12) months after such person has completed their involvement unless such person responds to a general recruitment advertisement or campaign.