

Growth Partner Program Terms and Conditions

1. **GPP Terms.** Tridium, Inc. or its Affiliate(s) (each, “**Tridium**”) operates a program for its direct resellers across regions (“**Growth Partner Program**”). These Growth Partner Program Terms and Conditions (“**GPP Terms**”) set out the terms and conditions applicable to Reseller’s participation in the Growth Partner Program and are subject to the Authorized Tridium Reseller Agreement executed between the parties, as amended, supplemented, or replaced from time to time, and including any addendum (including, without limitation, the Addendum to Authorized Tridium Reseller Agreement for SaaS Offerings), order form, statement of work, purchase order or other agreement describing any products or services to be provided (“**Reseller Agreement**”). These GPP Terms together with the applicable provisions of the Reseller Agreement and any supplemental terms, agreements or policies referenced or linked therein or herein collectively constitute the “**Agreement**” governing the activities contemplated herein. Capitalized terms not defined in these GPP Terms have the meanings given in the Agreement. “**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. “**OEM**” or “**Original Equipment Manufacturer**” means a Tridium partner who licenses Tridium Licensed Materials designated on the Price List and builds upon the Licensed Materials by adding its own technologies to the Licensed Materials to create a unique proprietary offering branded under the OEM’s trademarks (“**OEM Offering**”), and who offers the OEM Offering to end customers through Distributors or System Integrators. “**Distributor**” means a Tridium partner who obtains a license to Tridium Licensed Materials designated on the Price List through Tridium or an OEM and sells such Licensed Materials to System Integrators for installation and integration at an end customer’s building site. “**System Integrator**” means a Tridium partner that specializes in installing and integrating the Licensed Materials with the technical systems within an end customer’s building to meet the end customer’s specific business needs. These GPP Terms take precedence over other Agreement terms in relation to the Growth Partner Program. This Agreement and the components and details of the Growth Partner Program are Tridium’s Confidential Information and are subject to the confidentiality and non-disclosure obligations under the Reseller Agreement.

2. **Growth Partner Program.** During the Term of the Agreement, Reseller may participate in Tridium’s Growth Partner Program. Each year, Tridium will provide Reseller a scorecard based on Reseller’s sub-region within the regions of (i) the Americas, (ii) Europe, Middle East and Africa, and (iii) Asia Pacific (each a “**Tridium Sales Region**”), and based on Reseller’s partner type (i.e., OEM, Distributor, or System Integrator), which scorecard is used to measure and evaluate Reseller’s performance based on a set of defined criteria. Upon request from Tridium, Reseller shall provide Tridium any and all information and documentation needed for Tridium to fully complete the scorecard. Reseller may qualify for, and Tridium may assign to Reseller, the appropriate partner level as indicated on the then-current Growth Partner Program website available at <https://www.tridium.com/us/en/purchase/gpp> or such other URL provided by Tridium (“**GPP Website**”) based on how well Reseller meets the scored criteria and the points accumulated by Reseller on the scorecard during the prior performance evaluation period (or, in the case of new partners, based on the partner’s performance commitments, which scorecard may be amended midyear by Tridium based on the partner’s performance against such commitments). Tridium will inform Reseller no later than thirty (30) days prior to the next calendar year of the partner level for which Reseller qualifies based on the points accumulated by Reseller on the Reseller’s scorecard during the prior performance evaluation period. In addition, Reseller may receive rewards under the Growth Partner Program as described on the GPP Website and in the GPP Brochure (as defined below). Rewards under the Growth Partner Program may have additional terms, conditions, and guidelines associated therewith and Reseller must comply with such additional terms and guidelines in connection with such rewards. Reseller’s multiplier, which will be applied to the list prices on the Tridium Price List, will be determined based on Reseller’s annual score on the prior year’s scorecard and may vary according to partner type and partner level. The rewards and benefits available to Reseller through the Growth Partner Program vary depending on Reseller’s partner type (i.e., OEM, Distributor, or System Integrator), region and assigned partner level. Potential rewards can be reviewed on the GPP Website or in the GPP Brochure (as defined below) and Reseller’s specific rewards will be listed in Reseller’s annual scorecard. Reseller acknowledges and agrees that, based on Tridium’s annual review and evaluation of Reseller’s performance in meeting the scored criteria for the applicable performance evaluation period, Reseller may experience changes in Reseller’s multiplier, eligible rewards, partner level, and participation from year to year. Reseller further acknowledges and agrees that Tridium may, in its discretion, make changes to or discontinue the Growth Partner Program or any aspects thereof at any time, including, without limitation, expanding, changing, or discontinuing any terms of rewards offered under the Growth Partner Program. In addition to the terms of this Agreement, then-current information describing specific elements of the Growth Partner Program, including, without limitation, the Growth Partner Program features, requirements, partner levels, and rewards, are set forth on the then-current GPP Website and in the then-current Growth Partner Program brochure available on the GPP Website or such other URL provided by Tridium (“**GPP Brochure**”), each as updated from time to time by Tridium. The GPP Website and GPP Brochure are incorporated into this Agreement by reference and form part of this Agreement. Tridium reserves the right, in its sole discretion, to perform the calculations and interpret the rules and guidelines of the Growth Partner Program in its sole discretion and all decisions made by Tridium are final. Reseller is automatically enrolled in the Growth Partner Program unless Reseller opts out of participation by providing Tridium written notice at least thirty (30) days prior to the beginning of

the calendar year in which Reseller desires to opt out. If Reseller decides not to participate in the Growth Partner Program, Reseller shall be assigned by default the highest multiplier associated with Reseller's Tridium Sales Region and partner type.

3. Global OEMs. A "Global OEM" means an OEM who meets the following Global OEM requirements:

- (i) has functional operations (meaning a permanent physical location where business is conducted or where services or industrial operations are performed by employees of the OEM) ("**OEM Regional Entity(ies)**"),
- (ii) in at least two Tridium Sales Regions, and
- (iii) has an active, executed Authorized Tridium Reseller Agreement in place between Tridium and each OEM Regional Entity.

(the "**Global OEM Requirements**")

For any Global OEM, all of the Global OEM's Regional Entities may be assigned the highest GPP level (i.e. platinum, gold, etc.), including the associated multiplier, assigned to such Global OEM's most productive Regional Entity ("**Global OEM GPP Level**"), provided that: (A) each OEM Regional Entity receiving the benefit of the Global OEM GPP Level is purchasing unbundled products or services in the Tridium Sales Region in which the OEM Regional Entity operates, (B) each OEM Regional Entity receiving the benefit of the Global OEM GPP Level meets the obligations in subsection (i) and (ii) of the Global OEM Requirements in the Tridium Sales Region in which the OEM Regional Entity sells Tridium Licensed Materials or OEM Offerings, and (C) the Global OEM shares its regional sub-orgs with Tridium. If the Global OEM has more than one OEM Regional Entity within a Tridium Sales Region that qualifies to receive the Global OEM GPP Level, then all monetary benefits associated with the Global OEM GPP Level (including any marketing and development funds, but excluding the multiplier being assigned) must be shared or split between all qualifying OEM Regional Entities in that Tridium Sales Region.

4. Premium Cloud Partner Program. Any System Integrator or Distributor who has reached Gold or Platinum GPP levels, or who demonstrates a business plan focused on Niagara Cloud Suite and is approved by Tridium, and who meets the Minimum Cloud Qualifications, defined below, may participate in Tridium's Premium Cloud Partner Program and be a Tridium premium cloud partner ("**Premium Cloud Partner**").

Minimum Cloud Qualifications:

- (i) Execute the Tridium SaaS Addendum to System Integrator's or Distributor's Tridium Reseller Agreement prior to applying;
- (ii) Provide a minimum of twelve (12) customer demonstrations per year using the demonstration equipment provided by Tridium ("**Tridium Equipment**"), which Tridium Equipment shall include be defined on the Premium Cloud Partner Program registration form located at: <https://www.tridium.com/us/en/legal/pcp-form> ("**Premium Cloud Partner Registration Form**"). All Tridium Equipment supplied to a Premium Cloud Partner is provided on a temporary basis and Tridium reserves the right to cancel subscriptions related to the specific Tridium Equipment or have such Tridium Equipment returned within thirty (30) days of termination of the Premium Cloud Partner's participation in the Tridium Premium Cloud Partner Program should Premium Cloud Partner fail to maintain the Minimum Cloud Qualifications;
- (iii) Maintain training for your team through Tridium University, including, at a minimum, having at least one team member trained in Niagara Cloud using the training assets available through Tridium University.
- (iv) Execute a marketing plan in conjunction with Tridium's channel and GPP management teams agreed upon by Tridium to promote Niagara Cloud Suite;
- (v) Organize and execute channel marketing activities such as training and promotion, including, at a minimum, hosting at least one Niagara Cloud Suite focused event every year; and
- (vi) Evidence promotion of Niagara Cloud Suite on digital channels, such as website and social media outlets.

System Integrators and Distributors can register to participate in Tridium's Premium Cloud Partner Program by completing the information required on the Premium Cloud Partner Registration Form. Active Premium Cloud Partners are entitled to receive the benefits listed on the Premium Cloud Partner Registration Form.

Tridium, at its expense, may audit any Premium Cloud Partner to determine compliance with the Minimum Cloud Qualifications during normal business hours upon no less than thirty (30) days' advance written notice, and Premium Cloud Partner will provide reasonable assistance to Tridium to complete such audit. Tridium shall have the right to remove any Premium Cloud Partner from the Premium Cloud Partner Program and cease providing all related benefits, should Premium Cloud Partner (i) fail to comply with the Minimum Cloud Qualifications, or (ii) fail to co-operate with any audit.

5. Marketing Development Funds. Depending on partner type, scorecard results and partner level achieved, Reseller may be eligible from time to time to receive certain marketing development funds ("**MDF**") as a partner reward.

The Honeywell MDF Policy GP11 and Honeywell Anticorruption Policy 2066 contain terms governing all access to, use of, and all requests and claims with respect to MDF ("**MDF Contract**"). Reseller must additionally comply with Tridium's then-current MDF Guidelines available at <https://www.tridium.com/us/en/purchase/gpp> or such other URL provided by Tridium ("**MDF Guidelines**"). To be eligible to receive MDF, Reseller must be in compliance with the MDF Contract, this Agreement and the MDF Guidelines and by requesting and/or receiving any MDF, Reseller agrees to be bound by the terms of the MDF Contract and the MDF Guidelines. In the event of any conflict between the information set forth in the MDF Guidelines and the MDF Contract, the MDF Contract governs. Any references in the Honeywell MDF Policy GP11 and Honeywell Anticorruption Policy 2066 to Honeywell shall be understood to apply to Tridium, Niagara, and Vykon brand, as applicable. Reseller is solely responsible and liable for ensuring that Reseller's activities hereunder and use of MDF comply with all applicable laws, rules, regulations and guidelines, including, without limitation, all marketing, advertising, privacy and intellectual property laws, rules, regulations, and guidelines.

6. Reseller Obligations. Reseller shall: (i) promote, market, offer for resale, distribute, resell, administer, and support the Licensed Materials and Hardware and perform Reseller Services in a manner that reflects favorably at all times on the Licensed Materials and Hardware and the goodwill and reputation of Tridium and consistent with good business practice; (ii) review all training and documentation provided to it by Tridium such that Reseller is able to competently market the Licensed Materials and Hardware; (iii) upon request of Tridium at any time, provide a report to Tridium of Reseller's inventory level(s) of Licensed Materials and Hardware, in the format instructed by Tridium and within five (5) business days of such request from Tridium; (iv) not make any representations, warranties, or guarantees with respect to the Licensed Materials or Hardware, or their features, functionality, or specifications, that are inconsistent with Tridium's then-current published documentation for the applicable Licensed Materials and Hardware; (v) not make any representations, warranties, or guarantees on behalf of Tridium; (vi) not make any false, deceptive, misleading or untrue statements concerning Tridium or the Licensed Materials or Hardware; and (vii) comply with all applicable laws, rules, regulations, orders, ordinances, licenses, permits, governmental requirements and self-regulatory principles and/or rules in connection with its activities hereunder.

7. Disputes. If Reseller disputes any partner level assignment, scorecard results, rewards eligibility and issuance, or other matters pertaining to the Growth Partner Program, the parties will use reasonable efforts to resolve the dispute in good faith through a meeting of appropriate managers from each party. Without limiting the foregoing, any disputes or challenges to actions or decisions taken by Tridium, including, without limitation, regarding scorecard results, must be sent by Reseller in writing to Tridium (with a copy to the Tridium Sales and Channel Marketing representatives) within thirty (30) days following the date of the disputed action or decision (e.g., calculating the scorecard), along with written proof and documentation to support Reseller's challenge and position. In addition, dispute or challenge submittals must include a clear description of the issue(s), parties involved, and proposal for mitigation. Within such thirty (30) day period, Reseller may submit to Tridium a written firm commitment of performance to earn additional points for a higher score and partner level, which firm commitment may be reviewed and considered by Tridium, in its sole discretion, and Tridium may preliminarily grant points to Reseller based on Reseller's firm commitment in order to bump Reseller up to a higher partner level; provided, however, if Reseller fails to fulfill the firm commitment within the mutually agreed upon period, then Tridium has the right to immediately reduce Reseller's score and bump Reseller down to a lower partner level mid-year (including, without limitation, shifting Reseller's multiplier). If Reseller does not provide written notice of dispute or challenge to Tridium within such thirty (30) day period, then Reseller will be deemed to have accepted the action or decision taken by Tridium (e.g., scorecard results).

8. Books and Records. Reseller shall keep complete and accurate books and records detailing its inventory, marketing, promotion, distribution and resales of the Licensed Materials and Hardware, its use of MDF, and all other transactions relating to this Agreement. Reseller shall keep these books and records during the Term of the Agreement and for a period of two years after the termination of the Agreement. During the Term of the Agreement and for two years after, Tridium or its designee shall have the right, upon reasonable notice and during Reseller's normal business hours, to access, inspect and audit the books and records of Reseller for the purpose of verifying Reseller's compliance with this Agreement, and Reseller will furnish such information and access to personnel as Tridium may reasonably request.

9. Term; Termination. These GPP Terms commence on the date Reseller is first authorized by Tridium to act as a direct reseller of Licensed Materials and Hardware under the Reseller Agreement and continue until the termination or expiration of the Reseller Agreement in accordance with the terms of the Reseller Agreement, unless there is an earlier suspension or termination of this Agreement ("Term"). Tridium may terminate this Agreement or these GPP Terms (x) if Reseller commits a material or continuing breach of this Agreement or these GPP Terms and, to the extent the breach is curable, fails to cure such breach within thirty (30) days of written notice of such breach or (y) immediately if Reseller scores below 25 points on the scorecard. Tridium may, without prior notice, immediately suspend or terminate Reseller's participation in the Growth Partner Program if Reseller provides any incomplete, inaccurate, or fraudulent information or claims, or if Reseller engages in activities that may cause injury, damage, adverse publicity or embarrassment to Tridium, in Tridium's sole judgment. Additionally, Tridium may terminate this Agreement or these GPP Terms, upon Tridium's written notice with immediate effect if: (i) Reseller is or becomes insolvent; (ii) Reseller

attempts to obtain protection from creditors or wind down operations; (iii) Reseller commits fraud, violates Tridium's compliance requirements, or Reseller's continued participation in the Growth Partner Program would subject Tridium to third party liability; (iv) Tridium ceases operating the Growth Partner Program; or (v) Reseller fails to meet its payment obligations to Tridium under the Reseller Agreement. Upon termination or expiration of this Agreement or these GPP Terms, all rights, licenses, benefits and rewards granted to Reseller under this Agreement and/or these GPP Terms (as applicable) shall terminate immediately, and Reseller shall immediately: (i) discontinue all representations or statements indicating or from which it might be inferred that Reseller is an Authorized Tridium Reseller or that any other relationship exists between Reseller and Tridium (except as otherwise permitted under the Reseller Agreement), and (ii) return or destroy all Tridium Confidential Information, and an officer of Reseller shall certify the same to Tridium in writing. Those portions of this Agreement that by their nature should survive, survive termination or expiration.

10. Reseller Warranties. In addition to the warranties set forth in the Reseller Agreement, Reseller warrants that its activities and obligations under this Agreement shall be performed in a timely, diligent, and professional manner consistent with high industry standards and in accordance with all applicable laws, rules and regulations and in compliance with this Agreement, the MDF Contract, MDF Guidelines and any additional terms. Reseller additionally warrants that all materials created or provided by Reseller and used by Reseller for any activities under this Agreement do not infringe any third-party intellectual property, privacy or other proprietary rights or contain any defamatory, libelous, false or misleading statements. Reseller will be solely responsible for any warranties, representations or claims made by or on behalf of Reseller with respect to the Licensed Materials and Hardware in connection with the activities under this Agreement.

11. Warranty, Disclaimer. Reseller's efforts and resulting performance in the Growth Partner Program are under Reseller's control. THE GROWTH PARTNER PROGRAM IS PROVIDED 'AS IS'. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRIDIUM EXPRESSLY DISCLAIMS ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH REGARD TO THE GROWTH PARTNER PROGRAM, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PURPOSE, AND WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE. TRIDIUM DOES NOT WARRANT OR GUARANTEE THAT ANY LEVEL OF DISCOUNTS, REWARDS, BENEFITS, SALES, RESULTS, REVENUE OR PROFIT WILL BE ACHIEVED BY RESELLER BY PARTICIPATING IN THE GROWTH PARTNER PROGRAM.

12. Indemnity. In addition to the indemnification obligations set forth in the Reseller Agreement, Reseller will, at its cost and expense, defend, indemnify and hold harmless Tridium and its Affiliates, sub-contractors and licensors from, and pay or reimburse, all fees, losses, awards and damages (including attorney's fees) arising out of claims by third parties related to: (i) any representations, warranties, or guarantees made by Reseller with respect to the Licensed Materials or Hardware, or their features, functionality, or specifications, that are inconsistent with Tridium's then-current published documentation for the Licensed Materials and Hardware; (ii) Reseller's acts or omissions (including those of its agents) pertaining to its performance under this Agreement, including, without limitation, infringement, misappropriation or violation of any third party intellectual property, proprietary, or privacy right, or (iii) any breach of these GPP Terms by Reseller.

13. Limitation of Liability. TRIDIUM AND ITS LICENSORS, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, NOR LOST PROFITS OR REVENUES, GOODWILL, OPPORTUNITY OR ANTICIPATED SAVINGS, COST OF COVER, BUSINESS INTERRUPTION OR DOWNTIME COSTS, THIRD-PARTY DAMAGES, OR LOSS OF DATA, (IN EACH CASE WHETHER DIRECT OR INDIRECT) AS IT RELATES TO THE GROWTH PARTNER PROGRAM OR ANY OTHER MATTERS COVERED BY THIS AGREEMENT, EVEN IF TRIDIUM, ITS LICENSORS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF RESELLER'S, ITS AFFILIATES' OR THEIR RESPECTIVE CUSTOMERS' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. TRIDIUM'S, ITS AFFILIATES' AND ITS LICENSORS' MAXIMUM, AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE GROWTH PARTNER PROGRAM OR THIS AGREEMENT TO RESELLER, ITS AFFILIATES, AND ALL OF THEIR RESPECTIVE CUSTOMERS SHALL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED U.S. \$50,000. THE FOREGOING LIMIT SHALL APPLY TO ANY AND ALL CLAIMS OF ANY NATURE, WHETHER ARISING IN CONTRACT (INCLUDING UNDER AN INDEMNITY) OR TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY. ALL CLAIMS WILL BE AGGREGATED AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT. THIS PROVISION SHALL SUPERSEDE ANY CONFLICTING PROVISION IN THE RESELLER AGREEMENT, BUT SOLELY WITH RESPECT TO THE GROWTH PARTNER PROGRAM AND THE OTHER MATTERS COVERED HEREBY.

14. Independent Contractor. Nothing in this Agreement, including without limitation these GPP Terms, nor Reseller's participation in the Growth Partner Program creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the parties or an employee/employer relationship.

Reseller is an independent contractor under the Agreement. Without limiting the foregoing, Reseller's participation in the Growth Partner Program or receipt or use of MDF shall not be construed as an endorsement or approval of Reseller or any marketing activities, including without limitation any brand, products or claims of Reseller, by Tridium. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party. Neither party is or will claim to be an employee, agent or representative of the other party.

15. General. Tridium may assign or transfer the Agreement on written notice. Reseller may not assign or transfer the Agreement without Tridium's prior written consent. Notices must be provided in English and in writing to a party's address (including electronic address) specified in the Reseller Agreement (or such other address as a party may designate in writing) and will be effective upon (i) three business days after sending it by reputable overnight courier, or (ii) except for notices of termination or a claim which must be sent by courier, three business days after sending it by email. 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 Agreement (including the Honeywell MDF Policy GP11, Honeywell Anticorruption Policy 2066, MDF Guidelines, and other URLs and documents referenced herein) is the entire agreement regarding the subject matter and supersedes all prior or contemporaneous written or verbal agreements or proposals and cannot be modified other than by written agreement, except that Tridium may modify these GPP Terms and/or the Growth Partner Program, including without limitation the Honeywell MDF Policy GP11, Honeywell Anticorruption Policy 2066, GPP Website, GPP Brochure and/or MDF Guidelines, and any condition, requirement, benefit, or reward, and all such changes will be effective upon notice to Reseller.