

PROFESSIONAL SERVICE TERMS

- 1. Professional Services.** These professional services terms (the “**Service Terms**”) set out the terms and conditions applicable to the Services identified in the Order Form and form part of the Agreement. The Services Terms take precedence over other Agreement terms in relation to the Services. The Services are an Offering under the Agreement.
- 2. Services.** “**Services**” are the services and/or maintenance and support obligations to be provided by Tridium as specified in this Agreement, the Order Form and/or statement(s) of work as it may be amended or modified in accordance with the terms of this Agreement (“**SOW**”) and may include the supply or installation of Products and Software. To the extent accepted by Tridium, each SOW and/or Order Form will include details as to the scope of Services, deliverables or reports (“**Deliverables**”), as well as the specifications, schedule, requirements, and Fees, and these will form part of this Agreement. 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. Services will be performed between 8:00 a.m. and 4:30 p.m. during local working days unless stated otherwise in this Agreement. Any overtime or other additional expense will be billed to and paid by Buyer.
- 3. Acceptance.** Buyer will accept or reject each deliverable or report marked as a “**Deliverable**” on a SOW or Order Form (collectively, “**Deliverable**”) within five (5) business days of receipt (unless another period is specified in writing). Buyer 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 Buyer does not respond within the five (5) working days, or if Buyer places the Deliverable into a production environment, the Deliverable will be deemed accepted. Buyer may not cancel or defer delivery of any Services after Tridium has 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, executed by the parties (“**Change Order**”). Buyer may be required to pay additional Fees and to adjust schedule as set forth in a Change Order. Tridium may request a Change Order based on the receipt or discovery of information that Tridium believes will cause a change to the Services, Fees, or schedule, and Buyer will have 5 business days to accept or reject the Change Order. Failure by the Buyer to timely reject will constitute acceptance of the Change Order. Tridium will not be obligated to proceed with execution of the change prior to acceptance or deemed acceptance, except in the case of emergency.
- 5. Responsibilities.** Buyer will: (a) promptly perform its obligations identified in the applicable SOW or Purchase Order/Order Form; (b) promptly provide all information reasonably required or useful for performance of the Services, including completion of the SOW or Purchase Order/Order Form, prior to commencement of the Services, (c) designate a business contact and a technical contact to coordinate Buyer’s personnel and act as a liaison; (d) seek all consents and permits and provide all notices required in connection with the completion of the services; and (e) provide Tridium with access to Buyer’s systems and premises to the extent necessary during the performance of the Services. If Buyer fails to perform any of Buyer’s obligations, Tridium will: (i) be excused from failure to perform any of Tridium’s 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. Tridium is not responsible or liable for any problems, unavailability, delay or security incidents arising from or related to: (A) conditions or events reasonably outside of Tridium’s control; (B) cyberattacks; (C) public internet and communications networks; (D) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by Tridium, or acts or omissions of third parties Buyer retains; (E) Buyer and/or Buyer’s users’ negligence or failure to use the latest version or follow published Documentation; (F) modifications or alterations not made by Tridium; (G) loss or corruption of data; (H) unauthorized access via Buyer’s credentials; or (I) Buyer’s failure to use commercially reasonable administrative, physical and technical safeguards to protect Buyer’s systems or data or follow industry-standard security practices. Tridium agree to use a reasonable degree of care regarding access to Buyer computer systems (if any) and will use commercially reasonable efforts to protect against the introduction of any computer virus. If Buyer or any party Buyer retains or controls, causes delay, Tridium may reasonably adjust price, schedule and other affected terms.
- 6. Third Party Products.** Except as expressly stated in this Agreement, any third party products, software, hardware or services (“**Third Party Products**”) that Tridium provides, installs or integrates as part of the Services, 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 Buyer. Tridium has no liability with respect to the performance of such Third Party Products.
- 7. IP.** Buyer grant to Tridium a royalty-free, sublicensable, non-exclusive license during the Term to Buyer intellectual property needed to perform the Services. Buyer warrants that it has secured all necessary rights (including rights to sublicense) and licenses to third party software and/or intellectual property necessary for Tridium to perform the Services. Tridium owns all intellectual property rights in and to Tridium’s preexisting intellectual property and all intellectual property rights created or developed in the course of providing the Services or any Deliverable (but excluding Input Data). Subject to full payment for the Services and the terms of this Agreement, Tridium grants Buyer a nonexclusive, perpetual, worldwide, non-assignable, non-sublicensable and non-transferable license to access and

use the Deliverables solely for Buyer's internal business purposes; provided that all such Deliverables shall continue to be Tridium Confidential Information.

8. Warranty, Disclaimer. Tridium warrants that the Deliverables provided to Buyer will materially conform to the specifications provided in the applicable SOW or Order Form or, if none are specified, warrants that the deliverables will be free from material defects for a period of 90 days from the date of performance. Buyer's sole remedy for any breach of this warranty is that Tridium will, at Tridium's option, re-perform nonconforming Deliverables or refund the portion of Fees paid attributable to the nonconforming Deliverables if Buyer notify Tridium 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.

9. Non-solicitation. Except to the extent such restriction is prohibited under applicable law, Buyer will not solicit, nor enter in a consulting relationship with, any Tridium 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.

10. Assumptions. Unless otherwise expressly agreed in this Agreement, references to standards or codes are intended to refer the latest relevant editions or revisions. The pricing breakdowns listed herein, if any, are for accounting purposes only and should not be considered as stand-alone prices. All buyout items or labor included herein are subject to change at the time Tridium places the order with the applicable vendors. Any adjustment in price and/or lead time will be reflected in a Change Order. Any references to testing obligations herein do not include any additional testing over and above that expressly defined herein. Tridium is applying and integrating its offerings in accordance with the specifications, drawings, and functional sequences provided by Buyer in the tender documents. Buyer is responsible for any and all works not expressly described herein, or within subsequent duly executed Change Orders. Tridium may, during its contracted work, rely on estimates, audits, and surveys conducted by Buyer, its Affiliates, or subcontractors. Buyer warrants the accuracy of such information and further accepts responsibility for any costs arising out of the provision to Tridium of inaccurate data or information. Buyer is responsible for the work product and methods of their chosen subcontractors.

11. Health and Safety. Buyer will maintain a safe site for performance of the Services in compliance with any protocols and applicable law and will notify Tridium of any conditions making the performance of the Service unsafe at or near the worksite. Buyer represents that, unless otherwise expressly stated in this Agreement, it has not retained Tridium to discover, prevent or remediate unsafe conditions. If Tridium becomes aware of any unsafe conditions, Tridium may: (a) suspend the Service until the worksite is made safe by Buyer or a third party on Buyer's behalf and at Buyer's expense; (b) terminate this Agreement or any Purchase Order or SOW; and/or (c) if Buyer has not fully remediated the unsafe conditions within 60 days of discovery, claim any damages resulting from the unsafe conditions.

12. Subcontractors. Any subcontractors performing Services shall have all licenses or other accreditations required by applicable law and shall either be covered by Tridium's insurance or maintain their own insurance coverage at least equal to the insurance coverage required of Tridium under this Agreement. Tridium shall be solely responsible for paying subcontractors and for managing and coordinating their work. No contractual relationship shall exist between Buyer and any subcontractor with respect to the Offerings to be performed pursuant to this Agreement, and no subcontractor is intended to be or shall be deemed a third-party beneficiary of this Agreement.

13. Insurance. Buyer will provide and maintain insurance policies throughout this Agreement with carriers with a minimum "A - , X" by AM Best or equivalent rating agency. Such policies will (A) have the following limits: (i) Workers' compensation insurance as required by law for all employees; and Employer's Liability insurance in an amount not less than \$1,000,000 per accident/per employee. Such insurance shall provide coverage in the location in which the work is performed and the location in which the Customer is domiciled; (ii) Commercial general liability insurance, on an occurrence basis, including premises, products/completed operations, personal injury, and contractual liability, at a minimum combined single limit for bodily injury and property damage of \$5,000,000 per occurrence and in annual aggregate; (iii) Business automobile liability insurance, covering all owned, rented, leased, non-owned and hired vehicles used in the performance of the work with a combined single limit for bodily injury and property damage of \$5,000,000 per occurrence; (iv) "All Risk" Property and/or Cargo Insurance covering all of Customer's equipment, property and tools used in the services and property which is subject to the risk of loss provision (Shipping Terms, Title, and Risk of Loss) outlined in this Agreement. Such insurance shall cover all property at full replacement value; (v) Professional Liability Insurance with a minimum limit of \$5,000,000 per claim providing coverage for Customer's errors and omissions in connection with the performance of Customer's services during and for a period of at least three years after completion of said services; (v) Professional liability including technology errors & omissions insurance with a minimum limit of \$5,000,000 per claim providing coverage for errors, omissions, or negligence in connection with the performance of Customer's professional/technology based services or the failure of a technology product provided by Supplier to perform as intended, for a period of at least five (5) years after completion of said services or usable life of the product. The Professional liability coverage required shall also include cyber liability coverage with computer network security liability and privacy liability coverage; (vii) Environmental Impairment/Pollution Legal Liability Insurance including coverage for contractual liability assumed in this Agreement with limits of not less than three million dollars (\$3,000,000) per occurrence and six million dollars (\$6,000,000) aggregate; and (viii) it is the responsibility of the Customer to carry any other insurance required by law in the territory, state or jurisdiction where services provided in

this Agreement are to be performed; (B) require the carrier to notify Tridium at least 30 days prior to any expiration or termination; and (C) name Tridium as an additional insured.