

## PRODUCT TERMS

- 1. Product.** These Product terms (the “**Product Terms**”) set out the terms and conditions applicable to the hardware, product or other tangible materials for which Buyer have contracted, purchased or subscribed (“**Product**”) as identified in the Order Form and form part of the Agreement. The Product Terms take precedence over other Agreement terms in relation to the Product.
- 2. Delivery.** Delivery dates are estimates and based on standard lead times unless otherwise stated by Tridium, and deliveries may be made early and in partial shipments. Product delivery terms are (i) FCA (Incoterms 2020) Tridium point of shipment (“**Tridium Dock**”) for all international shipments and (ii) EXW Tridium Dock (Incoterms 2020) for all domestic shipments. Title to Products passes to Buyer when Tridium places Product’s at Buyer’s disposal at Tridium’s Dock. Buyer grants Tridium a security interest in products until paid in full, subject to applicable law.
- 3. Subscription.** For Products that Buyer acquires on a subscription basis: (a) Tridium retains title and Buyer obtains only those rights expressly provided to Buyer in writing, and possess such Product subject and subordinate to Tridium rights; (b) Buyer will keep the Product free and clear from any liens or encumbrances; (c) Buyer will give immediate notice of any attachment or process affecting the Product or Tridium title to it; (d) Buyer is liable for the costs of repair or replacement of the Products if damaged or lost due to theft, negligence, intentional acts or other causes within Buyer’s, Buyer’s employees’ or Buyer’s service providers’ reasonable control; (e) Tridium grants, subject to the terms of this Agreement, a non-exclusive, non-transferable, non-sublicensable, worldwide (subject to export restrictions) license to Buyer to use the Products for the subscription term. Tridium reserve the right to make changes in design of the Products without obligation to make equivalent changes to the Products that has previously been supplied to Buyer. Buyer will return (or at Tridium’s option and Buyer’s cost, destroy) Products to which Tridium has title within 20 days of expiration or termination of this Agreement.
- 4. Embedded Software.** Tridium grants to Buyer a limited, worldwide (subject to export restrictions), nonexclusive, non-transferable, non-assignable, revocable, object code license to software installed or embedded within a Product (“**Embedded Software**”) solely for use with the Product. Tridium and Tridium’s Affiliates, licensors and suppliers, own all intellectual property rights in the Embedded Software, and reserve all rights not expressly granted to Buyer in the Product Terms. Tridium may check Buyer version of the Embedded Software, device security control settings, and network accessibility, and automatically send updates in order to maintain compatibility with Tridium’s offerings or provide the security updates.
- 5. Acceptable Use.** Buyer will use the Products in a commercially reasonable manner in accordance with any Documentation made available by Tridium, as may be updated by Tridium or the Product manufacturer from time to time. Buyer will not, and will not permit any person or entity to, use the Product (including any Embedded Software) for purposes of or in connection with: (a) distributing it in any manner not authorized by Tridium; (b) modifying or tampering with it; or (c) interfering with its proper functioning. Any unauthorized use of the Products may result in termination or suspension of the Agreement or the right to use the Products. Buyer may not use the Products in any way that would reasonably be expected to cause liability or harm to Tridium or third parties.
- 6. Warranty.** Tridium warrants that the Products and Embedded Software will comply with the applicable specifications and be free from material defects in workmanship for the time period on the relevant Tridium Product website or as otherwise agreed in writing between Tridium and Buyer or if there is no website or such agreed period, then at the time of delivery (“**Product Warranty Period**”). This Product Warranty does not cover any Product or Embedded Software that is (a) improperly installed or used; (b) damaged by accident or negligence, including failure to follow the proper maintenance; or (c) damaged as a result of (i) modification or alteration by Buyer or any other party, (ii) operation under conditions beyond the specified operating parameters set out in the applicable published specifications, (iii) use in violation of this Agreement; or (iv) repair or service by anyone other than Tridium or Tridium’s authorized representatives. This Product Warranty is non-transferable. Tridium’s sole liability and Buyer’s exclusive remedy in respect to this product Warranty is limited replacement or repair of the relevant Product(s) or a credit for the purchase price of the relevant Product, less depreciation. The Product Warranty period does not restart for replacement Products and any replacement Products will only be warranted for the remainder of the original Product Warranty period, if any.
- 7. Minimum Order.** Tridium may impose a minimum order value (if none otherwise stated in this Agreement, U.S. \$1000) or quantity and charge U.S. \$100 for each order below these thresholds and U.S. \$100 for any manual order.