

Tridium Marketplace Participant Terms and Conditions

V. August 2026

These Tridium Marketplace Participant Terms and Conditions (these “**Terms**”), together with any applicable Marketplace enrollment materials, policies and guidelines that expressly reference these Terms, govern Participant's participation in and use of the Tridium marketplace platform made available by Tridium Inc., a Delaware corporation with offices at 3951 Westerre Parkway, Suite 350, Richmond, Virginia 23233 USA.

1. Definitions

“**Customer**” means any individual or entity that accesses the Marketplace, views a Listing, submits a contact request, or otherwise seeks information about a Participant Offering through the Marketplace.

“**Listing**” means a Marketplace profile, Participant product page, Participant offering description, marketing materials, documentation, images, logos, links, terms, or other materials submitted, uploaded, provided, or maintained by or for a Participant.

“**Marketplace**” means Tridium's online listing marketplace platform, also known as Niagara Marketplace”, through which Tridium may display Participant Offerings and facilitate connections between Customers and Participants.

“**Participant**” means an entity approved by Tridium to participate in the Marketplace as a listing participant, including eligible participants in the Tridium Developer Program and eligible Tridium professional services customers.

“**Participant Offering**” means any product, software, application and its associated services or other offering listed, promoted, or referenced by a Participant through the Marketplace.

“**Participant Terms**” means any terms, conditions, policies or other legal terms that a Participant applies to its Participant Offerings or Customer relationships.

“**Tridium,**” “**we,**” “**us,**” or “**our**” means Tridium Inc.

2. Marketplace Scope and Tridium's Role

The Marketplace is a listing platform. Tridium operates the Marketplace to help Customers identify Participant Offerings that are compatible with, or complimentary to, Niagara Framework® offerings.

Tridium does not sell, resell, license, sublicense, warrant, or support Participant Offerings unless Tridium separately enters into a written agreement expressly stating otherwise. Participant understands and acknowledges that all transactions for Participant Offerings are solely between Participant and Customer. Tridium is not a party to any transaction, contract, statement of work, order or other relationship between a Participant and a Customer.

No Participant is or may represent itself as a Tridium partner, contractor, subcontractor, agent, broker, franchisee, joint venturer, reseller, distributor, employee, or representative by reason of Marketplace participation unless Tridium expressly agrees otherwise in writing.

Marketplace participation, Listing display, acceptance of Participant materials, review of a Listing, or availability of a Participant Offering through the Marketplace does not mean that Tridium endorses, certifies, validates, recommends, guarantees, or warrants any Participant or Participant Offering. Any Marketplace labels, categories, search placement, badges, filters, or descriptions are for directory and navigation purposes only unless Tridium expressly states otherwise in a separate written certification program. Participants must not claim “Tridium certified,” “Niagara certified,” “approved by Tridium,” “preferred by Tridium,” “recommended by Tridium,” or similar status unless Tridium has given prior written authorization for that exact claim.

3. Applicability of These Terms to Participants

These Terms apply between Tridium and each Participant applying for, enrolling in, participating in, accessing, or otherwise using the Marketplace. A Participant accepts and agrees to these Terms, on its' own behalf and/or the behalf of its company, organization, or any other entity structure, by clicking to accept them, signing Marketplace enrollment materials, submitting a Marketplace application or Listing, accessing Marketplace management tools, or otherwise participating in the Marketplace. In order for a Participant to use the Marketplace, it must first accept these Terms. If a Participant does not or cannot accept these Terms, the Participant is not permitted to use the Marketplace. If there is a conflict between these Terms and a separate written agreement signed by Tridium and a Participant, the signed agreement controls solely for the subject matter of that signed agreement.

4. Participant Eligibility and Enrollment; Evaluation

To participate as a Participant, an applicant must accept these Terms and must be, and remain, either:

1. an active participant in the Niagara Developer Program in good standing; or
2. an active Tridium professional services customer in good standing.

Tridium may require Participants to submit an application, accept these Terms, complete onboarding steps, provide business, product, technical, security and support information, and accept additional Marketplace policies or program requirements. Tridium may approve, reject, or condition any application in its discretion, including based on technical, commercial, legal, compliance, brand, security, quality, or Marketplace fit considerations.

Participant understands and acknowledges that Marketplace approval does not certify, validate, endorse, warrant, or guarantee any Participant or Participant Offering. Tridium may consider Marketplace fit, relevance to Tridium's ecosystem, compatibility with Tridium products, technical maturity, customer support capability, security posture, brand quality, commercial history, and other factors Tridium deems appropriate when deciding whether to approve, reject, suspend, or remove a Participant or Participant Offering.

Participants must maintain ongoing eligibility during the entire period of Marketplace participation. A Participant must promptly notify Tridium if it no longer satisfies eligibility requirements, if information submitted to Tridium becomes inaccurate, or if a Participant Offering materially changes.

Tridium may, in its sole discretion, invite prospective participants to access the Marketplace on an evaluation basis ("**Evaluation Period**") for up to six (6) months. During an Evaluation Period, Tridium may waive some or all of the eligibility requirements in Section 4 as specified in the applicable evaluation invitation. Tridium may shorten, suspend, or terminate any Evaluation Period at any time at its sole discretion. Except as expressly modified by this Section 4, all other provisions of these Terms apply to evaluation participants, and references to "Participant" in these Terms include evaluation participants during their Evaluation Period. Completion of an Evaluation Period does not entitle an evaluation participant to continued Marketplace participation. To continue after the Evaluation Period, an evaluation participant must satisfy the eligibility requirements in this Section 4. If an evaluation participant does not qualify, Tridium will remove its Listings and disable its Marketplace access.

5. Participant Account and Authorized Users

Participants are responsible for all activity under their Marketplace participation and for all content submitted to Tridium. Participants shall designate authorized personnel to coordinate with Tridium in relation to the Marketplace program.

To the extent Tridium makes Marketplace tools available to Participant, Participant must maintain reasonable administrative, technical, and organizational controls to protect account credentials and prevent unauthorized access. Tridium may suspend access to Marketplace management tools at any time if Tridium believes Marketplace access has been misused, or continued access may create legal, security, operational, customer, or reputational risk.

6. Participant Listing Obligations and Customer Transactions

Participants are solely responsible for their Listings and Participant Offerings. Each Participant shall provide Tridium with the Listing content and related materials reasonably requested by Tridium to list, display, promote, and administer the Participant Offering through the Marketplace. Each Participant represents and warrants that all Listings are accurate, complete, current, lawful, and not misleading. Participants must promptly update Listings when information changes, including changes to product functionality, service scope, availability, compatibility, certifications, supported versions, pricing methodology, support contacts, security representations, privacy practices, Participant Terms, or geographic availability.

7. Participant Terms and Customer-Facing Disclosures

Participants may update their Listings and Participant Terms by contacting Tridium, subject to Tridium's review rights and technical limitations. Tridium may review, edit for formatting, reject, suspend, remove, or decline to display any Listing or Participant Terms at any time, with or without notice.

Tridium has no obligation to monitor Listings or Participant conduct. Any review by Tridium is for Tridium's own business purposes and does not shift responsibility from Participant to Tridium.

Tridium may reject, suspend or remove Participant Listing, Participant Terms or Participant Offering if Tridium determines that it may be inaccurate, outdated, unlawful, inconsistent with these Terms or Tridium brand standards, harmful to Customers, incompatible with Marketplace objectives, or likely to create legal, security, operational, commercial, or reputational risk.

Participants are responsible for maintaining their own Participant Terms. Participants must make applicable Participant Terms available to Customers before a Customer enters into a transaction for a Participant Offering. Participants must not state or imply that Tridium is responsible for the Participant Terms, has approved the Participant Terms, or will enforce the Participant Terms.

Participants must ensure their Participant Terms accurately describe the Participant Offering, license rights, usage restrictions, support commitments, warranty terms, payment obligations, renewal terms, cancellation rights, implementation responsibilities, data processing terms, security commitments, and any other material terms applicable to Customers. Tridium's technical ability to host, display, or link to Participant Terms does not mean Tridium has reviewed, accepted, approved, or assumed responsibility for those Participant Terms.

8. Customer Contact and Privacy

The Marketplace may display Participant information and Participant contact information and may enable Customers to contact Participants directly. Tridium does not control, monitor, or assume responsibility for communications between Customers and Participants.

Participants are solely responsible for all Customer communications, proposals, contracts, orders, services, support, warranties, refunds, claims, and any other performance related to Participant Offerings.

Each party is responsible for complying with privacy and data protection laws applicable to its own processing of personal information. Tridium does not collect, control, or process the content of direct Customer-Participant communications. Participant is solely responsible for Customer information it receives through or as a result of the Marketplace, including information Customers provide directly to Participant.

9. Intellectual Property

Each party retains ownership of its pre-existing intellectual property, names, trademarks, and logos, subject to the licenses granted in these Terms. For the avoidance of doubt, Tridium retains all right, title, and interest in and to the Marketplace, Tridium and Niagara names and marks, Tridium technology, Tridium content, and related intellectual property.

Participant grants Tridium a worldwide, non-exclusive, royalty-free license to host, reproduce, display, publish, distribute, format, create excerpts from, and otherwise use Participant-submitted Listing content, Participant names, logos, trademarks, and related materials for purposes of operating, promoting, and administering the Marketplace, including identifying Participant as a Marketplace participant and enabling Customers to contact Participant about Participant Offerings. Tridium may sublicense these rights to its affiliates and service providers solely as needed for those purposes.

10. Fees and Payment Terms

Unless Tridium states otherwise in written Marketplace enrollment materials, Tridium does not currently charge Participants a commission, referral fee, revenue share, or transaction-based fee for Marketplace participation or Customer connections. Participants transact directly with Customers and are solely responsible for all Participant-Customer pricing, invoicing, payment collection, taxes, refunds, credits, chargebacks, and related payment matters.

Tridium reserves the right to make changes to the Marketplace and may introduce listing fees, program fees or other Marketplace participation fees in the future. Tridium will provide notice of new fees or material fee changes before they apply. A Participant's continued Marketplace participation after the effective date of the fee change constitutes acceptance of the fee change. If a Participant does not accept the fee change, the Participant may withdraw from the Marketplace before the fee change becomes effective.

11. Term and Participant Exit

These Terms will remain in effect until terminated in accordance with these Terms. Either party may terminate these Terms and the Participant's Marketplace participation by providing 30 days' prior written notice to the other party. Tridium may suspend or terminate a Participant's Marketplace participation, remove or de-list Listings, disable access to Marketplace tools, or stop displaying Participant contact information at any time if: a) the Participant no longer satisfies eligibility requirements; b) the Participant breaches these Terms or any other agreement with Tridium; c) Tridium receives Customer complaints or identifies quality, security, privacy, legal, operational, or reputational concerns; d) Tridium, at its sole discretion, determines that the Participant Offering may harm Customers, Tridium systems, Tridium products, building systems, connected devices, or Tridium's ecosystem; e) the Participant engages, or Tridium believes that the Participant may be engaging, in unlawful, unethical, deceptive, or anticompetitive conduct; or f) Tridium elects to discontinue or modify the Marketplace.

Upon termination, suspension, or removal, Tridium may remove or disable the Participant's Listings, Marketplace access, and Participant contact information. Termination does not affect any rights or obligations that accrued before termination. Termination does not affect direct contracts between the Participant and Customers, and Tridium is not responsible for any resulting Customer communications, obligations, refunds, support, transition, or disputes.

12. Confidentiality

Either party may receive nonpublic information from the other party in connection with Marketplace participation, including Marketplace plans, product information, business processes, pricing, and other information identified as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure. The receiving party must use the disclosing party's confidential information only for authorized Marketplace purposes and must protect it using at least reasonable care.

The receiving party must not disclose the disclosing party's confidential information except to its employees, affiliates, contractors, advisors, and service providers who need to know it for authorized Marketplace purposes and are bound by confidentiality obligations at least as protective as these Terms. The receiving party remains responsible for those recipients' use and disclosure of the confidential information.

Confidentiality obligations do not apply to information that is publicly available without breach, independently developed without use of the disclosing party's confidential information, rightfully received from a third party without confidentiality restrictions, or approved for release by the disclosing party in writing.

13. Representations and Warranties

Each party represents and warrants that it has authority to enter into and perform under these Terms. Participant represents and warrants that: a) its Listings, Participant Terms, Participant Offerings, and Marketplace participation comply with these Terms and applicable laws and regulations; b) it owns or has sufficient rights to provide all Listing content, Participant materials, names, logos, trademarks, and other materials submitted to Tridium and to grant the licenses in these Terms; c) its Listings, Participant Terms, and Participant Offerings are not false, deceptive, misleading, defamatory, obscene, discriminatory, or unlawful; d) its Listings, Participant materials, Participant Terms, and Participant Offerings do not infringe, misappropriate, or violate third-party rights, including but not limited to third-party intellectual property rights; e) it will provide Participant Offerings in a professional manner consistent with its Customer commitments; f) it will not make any unauthorized statement, representation, warranty, or claim on behalf of Tridium or about Tridium's approval, endorsement, certification, support, warranty, resale, distribution, or involvement in any Participant Offering or Participant-Customer transaction; g) it will not, or enable others to, copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, decrypt, or create derivative works of the Marketplace or any service provided by Tridium; h) it will not exploit the Marketplace or any other service provided by Tridium in any unauthorized manner, including but not limited to, by trespass or burdening network capacity, or by harvesting or misusing data provided through the Marketplace, and (i) it will market, offer, sell, license, provide, export, re-export, transfer, or otherwise make available Participant Offerings only in countries and territories where doing so complies with all applicable laws and regulations;

14. Disclaimers

The Marketplace is provided "as is" and "as available." To the maximum extent permitted by law, Tridium disclaims all warranties, conditions, and representations relating to the Marketplace, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, availability, accuracy, security, and uninterrupted operation.

Tridium is not responsible for Participant Offerings, Participant Terms, Customer transactions, Customer decisions, Participant performance or any disputes between Participant and Customer.

15. Indemnification

Participant will defend, indemnify, and hold harmless Tridium, its affiliates, and their respective directors, officers, employees, contractors, agents, successors, and assigns from and against third-party claims, demands, actions, proceedings, damages, losses, liabilities, penalties, fines, costs, and expenses, including reasonable attorneys' fees, to the extent arising out of: a) Participant's Listings, or Participant Offerings; b) Participant's Customer contracts or transactions; c) allegations that Participant content, Participant Listings, Participant Offerings, or Participant Terms infringe, misappropriate, or violate third-party rights, including but not limited to third-party intellectual property rights; d) Participant's collection, use, disclosure, security, or other processing of Customer information received through or as a result of the Marketplace; e) Participant's misuse of Tridium marks or unauthorized statements, representations, warranties, or claims about Tridium, the Marketplace, or Tridium's approval, endorsement, certification, support, warranty, resale, distribution, or involvement in any Participant Offering or Participant-Customer transaction; or (f) personal injury, death, or property damage caused by or relating to Participant Offerings, Participant's acts or omissions, or Participant-Customer transactions.

Participant may not settle any matter in a way that admits fault by Tridium, imposes obligations on Tridium, restricts Tridium's business, or requires payment by Tridium without Tridium's prior written consent.

16. Limitation of Liability

To the maximum extent permitted by law, Tridium will not be liable for any indirect, incidental, special, consequential, exemplary, punitive, enhanced, or lost profit damages; loss of revenue; loss of business; loss of goodwill; loss of data; business interruption; cost of substitute services; building system downtime; operational technology interruption; or claims arising from Participant-Customer transactions, even if Tridium has been advised of the possibility of such damages.

To the maximum extent permitted by law, Tridium's aggregate liability arising out of or related to the Marketplace or these Terms will not exceed USD \$100.

The limitations in this section apply regardless of the theory of liability, whether contract, tort, negligence, strict liability, statute, or otherwise.

17. Notices

Tridium may provide notices through the Marketplace, by email, through Participant account tools, or by posting to a Marketplace webpage. Notices to Tridium must be sent to:

Tridium Inc.
3951 Westerre Parkway, Suite 350
Richmond, VA 23233 USA

Attention: Marketplace Team
CC: Legal Department
Email: NiagaraMarketplace@tridium.com

18. Governing Law; Dispute Resolution;

All questions or disputes arising out of or relating to these Terms and their interpretation or enforcement, including their breach, validity and termination, and the parties' relationship, rights and liabilities relating hereto, whether arising in contract or otherwise, are governed by the laws of the State of North Carolina without giving effect to any choice or conflict of law provisions or rule that would cause the application of the laws of any jurisdiction other than the State of North Carolina. Tridium and Participant expressly agree to exclude from these Terms the Uniform Computer Information Transactions Act and the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. The parties agree that the federal and state courts of Mecklenburg County, North Carolina will be the sole and exclusive venue for any dispute, and the parties hereby consent and submit to the jurisdiction for such venue. The parties irrevocably and unconditionally waive any objection to venue of any dispute in such court and irrevocably waive and agree not to plead or claim in any such court that any dispute has been brought in an inconvenient forum. The parties agree that any dispute proceeding in state court will be litigated in the North Carolina Business Court in Charlotte, North Carolina to the fullest extent permitted by law. The parties will seek to designate any dispute to the North Carolina Business Court as a complex business case under § 7A-45.4 of the North Carolina General Statutes and/or an exceptional case under Rule 2.1 of the North Carolina General Rules of Practice, and they hereby provide their consent to and agree not to contest designation to such court. If designation to the North Carolina Business Court is denied or otherwise prohibited by law, the parties agree that any dispute will be litigated in Mecklenburg County Superior Court or the U.S. District Court for the Western District of North Carolina. Participant will not bring a legal or equitable action more than one year after the cause of action arose unless a shorter period is provided by applicable law. Each party expressly waives any right to a trial by jury related to these Terms.

Tridium may seek injunctive, equitable, or other urgent relief in any court of competent jurisdiction to protect its intellectual property, confidential information, Marketplace security, Customer information, brand rights, or business operations.

19. Compliance

Participant and its affiliates must comply with all applicable laws and regulations in connection with Participant's Marketplace participation, Listings, Participant Offerings, and Customer interactions. Participant must not use the Marketplace to market, offer, provide, export, re-export, transfer, or make available any Participant Offering in violation of any applicable laws and regulations.

Participant represents that neither Participant nor, to Participant's knowledge, any of its directors, officers, employees, agents, affiliates, or users of its Participant Offerings is subject to applicable sanctions or export control restrictions, is listed on any applicable restricted party list, or is located, organized, or ordinarily resident in a jurisdiction subject to comprehensive sanctions. Participant is responsible for determining whether its Participant Offerings, or Customer transactions are subject to export controls or sanctions restrictions, including restrictions based on product classification, destination, end user, end use, re-export, transfer, or diversion risk, and for obtaining any required authorizations. Participant must not directly or indirectly market, offer, sell, license, provide, export, re-export, transfer, or otherwise make available any Participant Offering to or for any sanctioned jurisdiction, restricted party, prohibited end user, or prohibited end use. Participant must maintain reasonable screening and trade compliance controls appropriate for its Participant Offerings and must promptly notify Tridium of any actual or reasonably suspected violation of this Section. Any violation of this Section is a material breach, and Tridium may suspend or terminate Participant's Marketplace participation, remove Listings, stop sharing Customer requests, or take other action Tridium deems appropriate without liability.

20. Miscellaneous

Participant may not assign or transfer these Terms, Marketplace participation, Listings, or Marketplace access without Tridium's prior written consent. Tridium may assign or transfer these Terms or any rights in them with or without notice to Participant. These Terms, together with any Marketplace enrollment materials, policies, guidelines, and written agreements expressly incorporated by reference, are the entire agreement between Tridium and each Participant about Marketplace participation and supersede all prior or contemporaneous written and verbal agreements, understandings, proposals, and communications about that subject. Tridium may modify these Terms from time to time. Tridium will provide notice of material changes by posting updated Terms on the Marketplace, sending notice to Participants, or using another reasonable method. Changes are effective on the date stated in the updated Terms. A Participant's continued participation in the Marketplace after the effective date of updated Terms constitutes acceptance of the updated Terms. If a Participant does not accept updated Terms, the Participant must stop participating in the Marketplace and request removal of its Listings. These Terms may not otherwise be modified except by written agreement of the parties. The parties are independent contractors. These Terms do not create any partnership, joint venture, franchise, fiduciary, employment, agency, brokerage, reseller, distributor, or representative relationship between Tridium and any Participant. Unenforceable provisions will be reformed to permit enforceability with maximum

effect to the original intent, and all other provisions will continue in full force and effect. Waiver of a breach is not waiver of any other or later breach, and any waiver must be in writing and signed by Tridium. Terms that by their nature are intended to survive termination or expiration of these Terms will survive. If there is a conflict among Marketplace documents, the following order controls unless a signed written agreement states otherwise: (1) a signed written agreement between Tridium and the Participant; (2) these Terms; (3) Marketplace enrollment materials expressly accepted by Tridium and the Participant; and (4) Marketplace policies, guidelines, FAQs, or other operational materials.