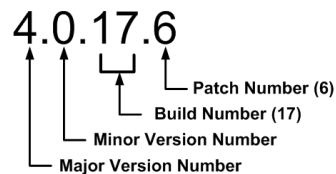




Software Maintenance Terms and Conditions

Last Revised August 31, 2015

1. **Scope of Maintenance.** The purchase of software maintenance from Tridium (“**Maintenance**”) entitles the owner of the Licensed Product for which Maintenance is purchased (“**Licensee**”) to receive all Releases issued during the Maintenance Term for the Licensed Product for which the Maintenance fee has been paid. “**Licensed Product**” means each copy of a Niagara Framework® product associated with a controller or computer by a unique identifier (“**host id**”). “**Release**” means all commercially released patches, builds, minor versions and version 4.0 of the Niagara Framework, but does not include any major versions issued after version 4.0. Each Release is identified as a build, patch, minor version, or major version by its number, using the following protocol:



Tridium may, in its sole discretion, issue certain Releases to customers who have not purchased Maintenance. Tridium has no obligation to create or issue any bug fix, enhancement or Release of any kind to any customer. The period of time for which Maintenance for a Niagara Framework product will be available for purchase will be as set forth in Tridium’s Maintenance Policy as it may be updated from time to time. Tridium’s Maintenance Policy, as of the date set forth above, may be found at: <http://www.tridium.com/resources/library>

2. **Maintenance Term.** “**Maintenance Term**” means, for each Licensed Product for which Maintenance is purchased, (a) the period ending 18 months after the date of creation of the license key for the Product to which it relates, and (b) each subsequent, consecutive 12-month period commencing with the end of the initial Maintenance Term.
3. **Reseller Obligation to Deliver These Terms to End User; Terms Applicable to End User; Change of Terms.** If the purchaser has purchased Maintenance for resale, then it shall deliver, or cause to be delivered, a copy of these Terms and Conditions to the Licensee on or before the commencement of the initial Maintenance Terms. These Terms and Conditions are subject to change at Tridium’s discretion, but will not be changed in any material way with respect to any Licensed Product during a Maintenance Term for which the Maintenance Fee has been paid.
4. **Maintenance Fee and Maintenance Renewal.** The Maintenance fee for each Maintenance Term shall be the fee on the applicable price list as of the date of purchase. The Maintenance fee for each term must be paid in advance of the Maintenance Term for which it is due. If the Maintenance fee for any Maintenance Term is not paid, Licensee’s right to Maintenance will lapse. Maintenance may be reinstated upon payment of (i) the then current Maintenance fee, plus (ii) the fee for all prior Maintenance Terms for which the Maintenance fee was not paid, up to a maximum of five Maintenance Terms. Maintenance may be reinstated at any time, but the Maintenance Term will remain unchanged regardless of the date of reinstatement. All orders for Maintenance are non-cancellable, and all Maintenance fees are nonrefundable.

5. **End User License Terms.** All Releases are subject to the End User License Agreement applicable to the Licensed Product to which they relate, or to the updated End User License Agreement provided with the Release if there is one.
6. **Delivery of Releases; Notice of Availability of Releases.** Delivery of all Releases will be made by means of making them available for download from a site designated by Tridium.
7. **Limitation of Liability.** IN NO CASE SHALL TRIDIUM OR ANY OF ITS LICENSORS, OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO THE PURCHASER OR TO LICENSEE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR PENALTIES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS, LOST DATA, BUSINESS INTERRUPTION, AND THE LIKE), HOWEVER THEY ARISE, INCLUDING BUT NOT LIMITED TO, THE AVAILABILTY, LACK OF AVAILABILITY OR USE OF ANY RELEASE, FOR BREACH OF CONTRACT OR IN TORT OR BASED ON ANY OTHER LEGAL THEORY, EVEN IF TRIDIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Furthermore, in no case shall Tridium have any liability to the purchaser of Maintenance or the Licensee related to or arising under this Maintenance Agreement in excess of the amount paid for the Maintenance Fee for the Licensed Product to which it relates for a single Maintenance Term.
8. **General Terms.** These Terms and Conditions shall be construed and determined under and in accordance with the substantive laws of the Commonwealth of Virginia, without regard to conflicts of laws principles, and excluding the Uniform Computer Information Transactions Act of Virginia. Any action arising under or relating to this Agreement shall be commenced and heard solely within a federal or state court of competent jurisdiction found within the boundaries of the United States District Court for the Eastern District of Virginia, Richmond Division, and the purchaser of Maintenance and Licensee each consent to personal jurisdiction and venue in any such court. Any term or provision, or portion thereof, which by its nature survives the termination or expiration of this Agreement, shall so survive. These Terms and Conditions set forth all terms relating to the subject matter hereof and supersede all prior agreements and understandings, written or oral, express or implied.