



## OTHER STANDARD TERMS & CONDITIONS

The following terms & conditions shall apply to the Distributorship & Service Agreement & the Partner agrees and acknowledges that the terms below forms part of the aforesaid Agreement.

1. **75F Marks.** The 75F Marks include those trademarks, logos, symbols, and names identified in the 75F brand guidelines published on the 75F website. 75F is the sole owner of the 75F Marks and all associated intellectual property rights and is the sole beneficiary of any goodwill related to Partner's use of them. Partner will:
  - (i) Not use any names or trademarks owned by 75F, including but not limited to words, phrases, symbols or designs, or combinations thereof that identify or distinguish 75F as the source of the products or services, except for the 75F Marks referred to in the 75F logo guidelines on the 75F website.
  - (ii) Not acquire any right, title or interest in the 75F Marks because of its use of the 75F Marks.
  - (iii) Not register, adopt or use any name, trademark, domain name or other designation that includes any part of an 75F Mark, or any term that is confusingly similar to an 75F Mark. This includes a translation or transliteration of an 75F Mark.

Use the 75F Marks only in connection with 75F materials in the form 75F provides, for advertising and promotion activities or as permitted in an exhibit, website or document and according to the terms of this Agreement.

2. **Relationship Governance.** The parties will use commercially reasonable efforts to have their primary points of contact meet on at least a quarterly basis to discuss and plan activities under this Agreement. The primary points of contact will, among other things, discuss roadmap and timelines, future services and features, marketing activities, Partner sales projections and forecasting, Partner and customer issue escalations (if any), payments related to this Agreement, and actual performance versus sales targets (if any).
3. **Publicity.** Partner will not issue any press releases or make any public statements regarding this Agreement without the prior written consent of 75F.
4. **Confidentiality**
  - a. **Confidentiality.** If the Parties have executed a Non-Disclosure Agreement ("NDA"), the terms of the NDA are hereby incorporated by reference. If not, the terms of this Section shall apply.
  - b. **Confidential Information.** "Confidential Information" means any non-public ideas, information or materials disclosed (in any form) by a party (the "Disclosing Party") to the other party (the



- “Receiving Party”) that at the time of disclosure are identified by the Disclosing Party as confidential or proprietary, or that, due to circumstances surrounding disclosure, would reasonably be understood to be confidential or proprietary, including, without limitation, the Operational Software; the Documentation; the terms of this Agreement; business and marketing plans; product information; and client lists or information. The obligations of confidentiality in this section shall not apply to information that (a) was known to the Receiving Party or its affiliates, free of any obligation to keep it confidential, (b) is or becomes publicly known through no wrongful act of the Receiving party or its affiliates, (c) is received by the Receiving Party from a third party without any restriction on confidentiality, (d) is independently developed by the Receiving Party or its affiliates, (e) is disclosed to third parties by the Disclosing Party without any obligation of confidentiality or because of valid order, rule, regulation or law, or (f) is approved for release by prior written authorization of the Disclosing Party.
- c. **Obligations.** Each Party shall use the highest degree of care to keep the Confidential Information of the other Party strictly secret and confidential. The Receiving Party shall limit all access to and disclosure of such Confidential Information, to those of its officers and employees, and permitted agents and subcontractors, (a) to whom such disclosure is reasonably required for the Receiving Party’s exercise of a right or performance of an obligation under this Agreement and (b) who are bound by confidentiality obligations no less protective than those contained in this Agreement. Each Party shall be entitled to seek and, if prevailing, obtain, all judicial and other relief, including specific performance, equitable and provisional and permanent injunctive relief (without need to prove any damages or post any bond or other undertaking), and monetary damages, interest, court costs, expenses and reasonable attorneys’ fees, as remedies for any breach or threatened breach by the other Party of any provision of this section.
5. **Required Disclosures.** Either party may disclose Confidential Information of the other party (a) if required to comply with a court order or other government demand that has the force of law. Before doing so, each party must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order; or (b) on a confidential basis to its legal or financial advisors; or (c) in any judicial or other proceeding involving the parties that relates to this Agreement or any related agreement, or to the extent otherwise necessary in connection with the enforcement of this Agreement or any related agreement, provided that the Receiving Party uses reasonable efforts to obtain confidential treatment of such Confidential Information to the extent permitted by applicable law.



- 6. Relationship of parties.** This Agreement does not create an association, partnership, joint venture, trust, agency or other relationship between the parties. Each party acknowledges that the other party's reputation in the business community is a significant benefit. It enables the parties to attain the objectives and anticipated benefits of this Agreement. Accordingly, both parties agree not to publicly make any derogatory statements or otherwise disparage in any way the business or reputation of the other. This relates to any of the activities contemplated by this Agreement.
- 7. Reservation of rights.** Except as may be expressly set forth in this Agreement, this Agreement does not grant either party (by implication, estoppel or otherwise) any right, title, interest, or license in the other party's patents, patent applications, trade secrets, copyrights, mask work rights, trademarks (including names, logos, logotypes, trade dress, designs or other marks) or other intellectual property rights. Each party reserves all rights not expressly granted in this Agreement.
- 8. Assignment; Change of Control.** This Agreement may not be assigned, transferred, subcontracted or delegated by either party without the prior written consent of the other party, provided that 75F may in its sole discretion, assign this Agreement without consent to an affiliate or in the event of a merger or acquisition of all or substantially all of its assets. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, designees, estates, executors, administrators, personal and legal representatives.
- 9. Waiver and severability.** A party's delay or failure to exercise a right or remedy will not result in a waiver of that or any other right or remedy. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable under the governing law, the remaining provisions will remain in full force and effect, and will be construed so as to most nearly reflect the parties' intent with respect to such provision.
- 10. Integration and modification.** This Agreement (including any Schedules) is the entire agreement between the parties regarding its subject matter. It replaces all prior agreements, communications and representations between the parties regarding its subject matter. This Agreement can be changed only by an amendment signed by both parties.

#### **11. Service Levels defined**



**First level (L1)** can relate to operational issues and can be typically resolved within two (2) to four (4) hours (SLA of 48 hours) such as:

1. Zones getting hot
2. Zones getting cold
3. Heat map showing higher than actual temperature of zone (temp offset)
4. Heat map showing lower than actual temperature of zone (temp offset)
5. Changing of system schedule
6. Upgrading central control unit (CCU), smart node (SN) through over-the-air (OTA)
7. Changing variable frequency drive (VFD) parameters
8. Changing chilled water (CHW) related parameters

**Second level (L2)** can relate to system level or communication related issues (SLA of 48 hours) such as:

1. Dead Zone (this can be because of fault in zone sensor like SN, wireless room module (WRM) etc. other than communication issue)
2. British thermal unit (BTU) meter showing wrong readings
3. VFD not taking command
4. VFD giving incorrect input for fan speed
5. Actuator not taking command
6. Actuator giving incorrect input for valve opening and closing
7. Lights not getting on or off through Facilisight
8. Lights not dimming or brightening through Facilisight
9. Dampers not opening
10. Dampers opening but not as per desired value

**Third level (L3)** can relate to system level or software related issues (SLA of 72 hours) such as:

1. Facilisight not loading
2. Facilisight not responding after loading
3. Facilisight displaying wrong info
4. Facilisight not displaying energy graph
5. Replacement of spares
6. CCU, SN not upgrading through OTA
7. Replacement of 75F related spares, equipment like zone modules, sensors, CCUs, power supply.