



OEM Terms and Conditions of Sale
For Shipments Within the United States
or Services Performed Within the United States
Effective December 1, 2023

Unless the parties' authorized representatives have specifically agreed in writing to a separate OEM sales agreement these OEM Terms and Conditions of Sale cover any and all sales to an OEM Customer (as defined below) by Acuity Brands Lighting, Inc. ("Acuity Brands") of Acuity Brands product(s), including related Software (as defined below) ("Products") that are to be incorporated by OEM Customer into, affixed by OEM Customer to, or used in connection with, OEM Customer's lighting fixtures (the "Fixtures") and sold by OEM Customer to OEM Customer's customers through regular arms-length sales activities (the "Fixture Customers"). "OEM Customer" means an original equipment manufacturer purchasing Products. All purchases of such Products and, if applicable, any technical support or other services associated with the Products ("Services") will be made in accordance with the terms of these OEM Terms and Conditions of Sale and, if applicable, a Cover Page that incorporates these OEM Terms and Conditions of Sale. "Cover Page" means a fully executed cover page (including its exhibits) that contains the details regarding the OEM Customer and the Products and, if applicable, any Services to be purchased thereunder.

OEM CUSTOMER OBLIGATIONS:

Proper Product Application. OEM Customer certifies and agrees that it will not use the Products except as provided in these OEM Terms and Conditions of Sale and any applicable Cover Page. Subject to the foregoing certification, Acuity Brands hereby grants OEM Customer a non-exclusive and non-transferable right to incorporate or affix the Products in unaltered form into or to the Fixtures, or to use the Products in unaltered form in connection with the Fixtures, and to market and sell the Fixtures that incorporate or have affixed thereto the Products, or that are used in connection with the Products, to its Fixture Customers as permitted herein or in an applicable Cover Page. OEM Customer shall be solely responsible for incorporating or affixing the Products into or to the Fixtures. In no event shall Acuity Brands be liable in any way for the safe operation or proper performance of the Fixtures or for any damages in connection with the Fixtures or combination or use of the Products with the Fixtures.

Software License. The rights granted in these OEM Terms and Conditions of Sale include a non-exclusive, worldwide, and non-transferable license (a) to possess and utilize any software included by Acuity Brands within or for use with the Products (the "Software") solely for the purposes of incorporating the Products into the Fixtures, (b) to reproduce any documentation for the Software provided by Acuity Brands solely for purposes of incorporating Products into the Fixtures, and (c) to sublicense individual copies of the Software and related documentation to Fixture Customers solely as incorporated into the Fixtures or necessary for use of the Fixtures, provided that OEM Customer shall ensure that any Fixture Customer to whom it sublicenses shall be bound by any software terms Acuity Brands identifies to OEM Customer as applicable to the Software, including the End-User License Agreements accessible at <https://www.acuitybrands.com/support/warranty/terms-and-conditions>. In all cases, the forgoing licenses shall only be for uses or distributions in accordance with these OEM Terms and Conditions of Sale and any associated Cover Page, and OEM Customer represents and warrants that it shall not (and shall not allow anyone within its control to) provide access to the source or object code for the Software independently of the Fixtures.

Product Modifications. Acuity Brands and OEM Customer agree that, except for permitted configuration of Software using Acuity Brands' tools, OEM Customer may not modify the Products.

Support. OEM Customer shall be responsible for providing Fixture Customers and end users of Products with technical sales, order, service and warranty support and assistance by telephone or on-site as agreed by the Fixture Customer and OEM Customer for Products, including answering questions related to ongoing technical and service support for Products. Upon written request of OEM Customer and acceptance by Acuity Brands, Acuity Brands shall provide Services to OEM Customer at Acuity Brands' then-current

rates.

Product Requirements. OEM Customer must ensure that the Products are installed and operated in accordance with the operating parameters, specifications and other written instructions provided by Acuity Brands, including without limitation any Design, Validate and Produce (DVP) Documentation provided by Acuity Brands. Acuity Brands reserves the right to change or improve the Product design and such operating parameters, specifications, written instructions, and DVP Documentation, at its discretion, without assuming any obligation to modify any Product previously manufactured.

OEM Product Representations and Warranties. OEM Customer is not permitted to make any representations or warranties concerning quality, performance or other characteristics of the Products other than those which are consistent in all respects with, and do not expand the scope of, the warranty described in these OEM Terms and Conditions of Sale.

RESALE:

OEM Customer represents that the Products are being purchased for resale and agrees that in addition to payment of the invoices, OEM Customer shall also pay all government taxes and assessments related to the sale and shipment of the Products (exclusive of taxes based on Acuity Brands' income). OEM Customer hereby certifies that it either holds or will acquire prior to offering any Products for resale a valid Reseller Exemption Certificate issued by each taxing jurisdiction or entity where such certificate is required as a condition for the avoidance of applicable sales or use taxes covering any Products to be resold. The Products shall not be sold to any competitor (direct or indirect) of Acuity Brands. OEM Customer is responsible for applicable customs duties and tariffs.

PAYMENT TERMS:

OEM Customer agrees to pay the prices quoted by Acuity Brands and is responsible for applicable shipping and handling charges, taxes and duties as provided below. Payment terms for sales by Acuity Brands of Acuity Brands Products and Services are available at <https://www.acuitybrands.com/support/warranty/terms-and-conditions> under Terms and Conditions of Sale-U.S. Sales—Payment Terms.

Invoices shall be due and payable within thirty (30) days after the date of the invoice. In addition to all other rights and remedies available under these OEM Terms and Conditions of Sale and under applicable law, Acuity Brands may, in its sole discretion, withhold Products and Services until such time as OEM Customer's account is paid in full or immediately terminate the provision of Product and Services without further liability to OEM Customer.

If OEM Customer does not pay any invoice, in whole or in part, when due, Acuity Brands is entitled to assess a finance charge on any past due balance at the maximum legal rate permitted on open accounts. If any amount due Acuity Brands is collected by or through an attorney, Acuity Brands shall be entitled to recover all costs of collection, including attorney's fees equal to 15% of the total principal and interest owed.

PRICES; ORDERING; RETURNS:

Prices. All prices are those in effect at the time of quotation and are subject to change as set forth herein. Unless prices are quoted as "valid for" a certain period or "valid through" a certain date Acuity Brands reserves the right to invoice at the prices in effect on the date of shipment. Notwithstanding whether prices are quoted as "valid for" a certain period or "valid through" a certain date on any Acuity Brands quotation, all prices are subject to increase (1) on a dollar-for-dollar basis, without any additional overhead or profit, to the extent of any foreign exchange rate fluctuations; or new or increased government imposed tariffs, duties or other charges of any kind; and (2) as determined by Acuity Brands in its sole discretion due to increases in labor, materials, freight, container, fuel, handling, logistics or other

manufacturing costs since the date of quotation, whether in the form of a price increase or a surcharge. Pricing on orders marked "HOLD" or "HOLD FOR RELEASE" is subject to change by notice to OEM Customer and such orders will be billed at the prices in effect on the date of shipment. Prices do not include lamps unless specified. Prices exclude all taxes. OEM Customer has responsibility for paying and reporting all applicable taxes levied or based on account of the purchase price or the acquisition, ownership, license or use of the Products or Services.

Ordering. Subject to any limitations set forth in an applicable Cover Page, OEM Customer may place orders for the Products, from time-to-time, by issuing purchase orders ("Purchase Orders") in written form via EDI/facsimile or e-mail or other applicable electronic system and, if applicable, such Purchase Orders must expressly incorporate by reference the Cover Page associated with the Purchase Order. Each Purchase Order shall contain (a) a list of the Products to be purchased; (b) the quantity of each of the Products ordered; (c) the requested delivery date ("Delivery Date"); (d) the billing address; and (e) the delivery location. By issuing a Purchase Order to Acuity Brands, OEM Customer makes an offer to purchase the quantity of Products specified in such Purchase Order, and the Purchase Order will only become a binding commitment under these OEM Terms and Conditions of Sale if accepted by Acuity Brands. In each case, the applicable Purchase Order is made pursuant to the terms and conditions of these OEM Terms and Conditions of Sale and any applicable Cover Page and on no other terms. For the avoidance of doubt, any variations made to these OEM Terms and Conditions of Sale by OEM Customer in any Purchase Order are void and have no effect. OEM Customer shall be obligated to purchase from Acuity Brands the quantities of Products specified in a Purchase Order. Acuity Brands at its discretion may require a minimum order quantity of Products.

Freight Allowance. Any orders that qualify for a freight allowance will be shipped F.O.B. Origin, freight prepaid and allowed or as otherwise agreed to in writing by Acuity Brands. Any orders that do not qualify for a freight allowance will be shipped F.O.B. Origin, freight prepaid and add. For all orders that qualify for freight allowance, Acuity Brands reserves the right to select the carrier and method of shipment and to route shipments at Acuity Brands' discretion. Acuity Brands will ship in the manner selected by OEM Customer provided OEM Customer assumes any additional transportation costs. See <https://www.acuitybrands.com/support/warranty/terms-and-conditions> under Terms and Conditions of Sale-U.S. Sales—Freight Allowance for specific freight requirements. Freight charges are calculated at the time of shipment and are subject to change.

Shipment. Acuity Brands will use reasonable efforts to meet shipment or delivery dates specified by Acuity Brands or OEM Customer, but such dates are estimates only and are not a firm commitment. OEM Customer shall pay any carrying charges, demurrage, detention, storage, handling or any other charges or fines assessed by carriers or warehousemen. In addition, if OEM Customer requests Acuity Brands to delay shipping all or any portion of an order beyond its scheduled shipment date, Acuity Brands may impose a service charge of \$22 per pallet per day.

Transportation Claims. Title and risk of loss passes to OEM Customer upon delivery of Products by Acuity Brands to the carrier. Therefore, claims for damages or shortages in transit are the responsibility of OEM Customer. Bills of Lading marked with "Shippers Load and Count" do not constitute a transfer of liability for the freight or damages from OEM Customer to Acuity Brands.

Packaging. Acuity Brands reserves the right to optimize packaging at its discretion. Some Products may only be available in bulk package multiples or case quantities.

Return of Stock Merchandise. No merchandise may be returned without prior written authorization from Acuity Brands. Requests to return merchandise must be made within four (4) months from date of shipment by Acuity

Brands. All returns must be shipped prepaid to the location designated on the return authorization. Credit will be issued based on the original invoice price, or price in effect at time of return, whichever is lower, less a minimum disposition charge of 35% (to defray the cost of handling). All returned Product must be in salable condition in order to qualify for credit. Return authorization will not be granted when the value of all items to be returned is less than \$300.

Non-returnable Merchandise. The following products are not returnable: all non-stock, special, customized or modified products; altered or modified products or products that have been incorporated into Fixtures; all stock products containing time-sensitive components that have reached the end of their warranty or shelf life; clearance and limited-availability products; horticultural products; and all stock and non-stock poles. Any Product which Acuity Brands sells, but does not inventory, is considered a non-stock product.

Cancellations. Orders may not be cancelled or modified, either in whole or in part, without Acuity Brands express written consent. Subject to such consent, (1) orders for Products that are stock products may be cancelled prior to shipment without charge and (2) cancellation of any order for Products that are non-stock, customized or modified products will incur charges for work already performed and for material purchased by Acuity Brands or its suppliers for the Products subject to the cancelled order. Cancellation of any Product order after shipment will be subject to the return provisions of these OEM Terms and Conditions of Sale. Orders for horticultural products are non-cancellable. Orders for Services are non-cancellable. If Services are not provided prior to invoice, the OEM Customer is entitled to the performance of ordered Services only within the 18-month period after the Services invoice date. Acuity Brands will cancel orders for Services not provided within the 18-month period.

RECALLS:

In the event that either Acuity Brands or OEM Customer becomes aware of any issue relating to a potential safety hazard or unsafe condition, or any potential material non-compliance with applicable law, caused by or associated with any Products purchased from Acuity Brands hereunder ("Product Issue"), then it will promptly advise the other party in writing and each party will communicate to the other all relevant facts known to it. For purposes of these OEM Terms and Conditions of Sale, "Product Issue" means any issue that (i) requires a mandatory recall under applicable law, (ii) is initiated by a governmental entity, (iii) is required by court order or (iv) Acuity Brands and OEM Customer reasonably agree (including based on recommendations from third party experts) merit a voluntary recall. Acuity Brands and OEM Customer shall consult with one another prior to making any statements to the public or to any governmental entity concerning the Product Issue, except in circumstances in which doing so would prevent timely notification that may be required to be given under applicable law. Each party shall respond within a reasonable period to any question or request for information received directly or indirectly from any governmental entity concerning a Product Issue. Each party shall cooperate with the other party in such Product Issue, including in communication and cooperating with the public and governmental entities and in correcting any such Product Issue that is found to exist including without limitation, notifying consumers, sequestering the Products in its distribution chain, and assisting in the transfer of Products, as directed by the other party or governmental entity, if necessary.

INTELLECTUAL PROPERTY:

Ownership of Intellectual Property. OEM Customer recognizes that Acuity Brands is the owner or authorized licensee of all the intellectual property and intellectual property rights associated with the Products and, if applicable, Marks (as defined below), including without limitation, copyrights, patents, patent disclosures and inventions (whether patentable or not), trade secrets, know-how and other confidential information, trade dress, trademarks, service marks, trade names, and logos, together with all of the goodwill associated therewith, derivative works and all other rights in and to all documents, work product and other materials that are delivered to OEM Customer or prepared by or on behalf of Acuity Brands in the course of providing the Products or Services (the "Intellectual Property"), and that such are valuable, special and unique assets of Acuity Brands. To the extent permitted as provided herein, whatever use OEM Customer makes of any Intellectual Property shall be for the exclusive benefit of Acuity Brands or its licensors.

Except for the limited use rights specifically provided as necessary solely in connection with OEM Customer's use of the applicable Products and Services, these OEM Terms and Conditions of Sale do not grant OEM Customer any right, title or interest to Intellectual Property of Acuity Brands, whether by implication, estoppel or otherwise.

Use of Intellectual Property. OEM Customer agrees that it will not challenge, reproduce, recreate, copy or infringe on in any way the Intellectual Property or Acuity Brands' rights therein, nor take any action inconsistent with ownership or license rights of Acuity Brands or its licensors or which may, in any way, impair such rights of Acuity Brands or its licensors or adversely affect the value to Acuity Brands or its licensors of such Intellectual Property. OEM Customer will not remove or destroy (or permit the removal or destruction of) any proprietary markings, or copyright or patent notices placed upon or contained within the Products, or the documentation associated therewith. OEM Customer will advise Acuity Brands of any information or situation it is aware of that would in any way affect the Intellectual Property.

Software. No Software is sold, and all Software is protected by international intellectual property laws and treaties. Software may not be loaned or rented, nor may access be provided for a fee or otherwise, to any third party. No Products shall be duplicated, reverse engineered, or decompiled by anyone other than Acuity Brands except and only to the extent this restriction is prohibited by law.

Third Party Intellectual Property. OEM Customer shall comply with any applicable terms imposed in writing by Acuity Brands or the respective owners of any third-party Intellectual Property incorporated in the Products including any associated Software, firmware or documentation.

CONFIDENTIALITY:

Each party acknowledges that it may come into contact with information of substantial value to the other party (the "Disclosing Party") that is not generally known in the trade and would reasonably be understood to be confidential under the circumstances, including, without limitation: (a) any of the terms and conditions of these OEM Terms and Conditions of Sale and any applicable Cover Page, (b) any information pertaining to sales, products, pricing, customers, financial, administrative, managerial, technical, research/development or other information relating to the business of the Disclosing Party (collectively the "Confidential Information"). Confidential Information does not include information which: (i) was in the public domain at the time it was communicated to the Receiving Party; (ii) entered the public domain subsequent to the time it was communicated to the Receiving Party through no fault of the Receiving Party; or (iii) was developed by the Receiving Party independently of, and without any use of reference to, any Confidential Information of the Disclosing Party. The party receiving or accessing the Confidential Information ("Receiving Party") shall, at all times, treat and preserve as confidential the Confidential Information, regardless of its source, using the same care and discretion as it employs with its own confidential and proprietary information of a similar nature (but in no event less than reasonable care) and shall not publish or disclose any part of the Confidential Information in any manner or use the Confidential Information for any purposes not contemplated herein, without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose Confidential Information if required by any judicial or governmental request, requirement or order, but only upon prior notice (as permitted by such orders) to the Disclosing Party and only to such extent that such disclosure is required. The terms and conditions of this Confidentiality section shall survive for a period of two (2) years following any termination of an applicable Cover Page or Purchase Order except that protection of Software and any Confidential Information that constitutes a trade secret under applicable law shall not expire. Upon such expiration or termination, the Receiving Party shall promptly return to the Disclosing Party all Confidential Information pertaining to the Disclosing Party and/or certify destruction to the Disclosing Party.

LIMITED WARRANTY:

Statements of the limited warranties provided by Acuity Brands for any Acuity Brands Products and Services are available at <https://www.acuitybrands.com/support/warranty/terms-and-conditions> under Product Warranties.

LIMITATION OF LIABILITY:

The total liability of Acuity Brands on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Acuity Brands' sale, license, delivery, resale, repair, or replacement of any Products, or the performance of any Services, shall in no event exceed the purchase price allocable to the specific Product or Service which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the applicable warranty period.

Acuity Brands shall be excused for performance of any part of these OEM Terms and Conditions of Sale and shall not be liable for any damages for any delay or default in delivering Products or Services or the failure to perform these OEM Terms and Conditions of Sale where occasioned by any cause beyond the control of Acuity Brands, including without limitation, natural disasters; explosions, fires, floods or extreme weather; embargoes; riots; war; acts of terrorism; invasion; famine; civil commotion; outbreaks of disease, epidemics, pandemics or quarantines; strikes; labor stoppages or slowdowns or other industrial disturbances; shortages of labor, raw materials, fuel, adequate power or transportation facilities; accidents; acts of government; or other similar causes. Without limiting the generality of the foregoing, where, subsequent to the date of any order, Acuity Brands' performance is made economically impracticable without Acuity Brands' fault by the occurrence of an event the non-occurrence of which was a basic assumption on which the sale of Products or Services was made or prices established, Acuity Brands' duty to render that performance is excused and Acuity Brands shall not be liable for any damages arising out of such failure to perform, unless mutually agreeable and legally permissible alternative pricing or other terms are agreed in writing. Examples of events making performance economically impracticable include, without limitation, raw material shortages resulting in greater than a twenty percent (20%) change in price, changes in government imposed tariffs, duties or other charges of any kind; embargoes, economic sanctions or other regulatory changes (including government imposed tariffs, duties or other charges of any kind) preventing or delaying the importation, exportation or other business activities of Acuity Brands; other regulatory changes affecting Acuity Brands; and strikes or other acts or events preventing shipping by normal channels.

IN NO EVENT SHALL ACUITY BRANDS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE SALE, LICENSE OR PERFORMANCE OF ANY PRODUCTS, OR SERVICES, OR ANY BREACH OF WARRANTY OR OBLIGATIONS UNDER WARRANTY, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS OR SERVICES, DOWNTIME COSTS, LOSS OR CORRUPTION OF DATA, LOSS OF USE OF PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE.

INDEMNIFICATION:

OEM Customer Indemnification. OEM Customer shall defend, hold harmless and indemnify Acuity Brands from and against all damages, losses, costs, civil penalties, claims, demands, lawsuits, or other actions, liabilities and/or obligations of any kind (including without limitation attorneys' fees and other expenses) (collectively, "Liabilities") arising or alleged to have arisen from (a) the failure of OEM Customer to comply with any of the representations, warranties, covenants or other provisions of these OEM Terms and Conditions of Sale or any applicable Cover Page, (b) the death of or injury to any person or damage to any property (personal, real or otherwise) which resulted or is alleged to have resulted from the Fixtures, whether due to any alleged defect or any alleged failure of the Fixtures or otherwise, regardless of how the cause of action is stated (including but not limited to negligence, strict liability, or breach of warranty), (c) the fault or negligence of OEM Customer or any third party not engaged by Acuity Brands in connection with the handling, storage, transport, marketing, sale, installation, use or disposal of the Products, and (d) the combination or incompatibility of the Products with the

Fixtures. Notwithstanding the foregoing, OEM Customer shall not be required to defend, indemnify, or hold harmless Acuity Brands to the extent that any Liabilities arise out of any failure to comply with the standard published warranty offered by Acuity Brands to its OEM Customers by a Product that is incorporated into or affixed to a Fixture in unaltered form or that is used in unaltered form in connection with a Fixture.

Acuity Brands Intellectual Property Indemnification. Acuity Brands at its own expense, shall defend any suit brought against OEM Customer to the extent that it is based upon a claim that the Products, as such in isolation, directly infringe any third party's patents in the country where the Products are delivered by Acuity Brands, and Acuity Brands shall indemnify OEM Customer against any final award or agreed-upon settlement of damages or reasonable costs in such suit that are specifically attributable to claimed infringement by Products. This indemnity is conditional upon OEM Customer giving Acuity Brands prompt notice in writing of any suit for such infringement, full authority at Acuity Brands' sole discretion to settle or to conduct the defense thereof, sole control of the defense, and full assistance and co-operation in said defense. No cost or expense shall be incurred on behalf of Acuity Brands without its written consent. This section states the entire liability of Acuity Brands with respect to any claim of infringement. Some uses and applications of Acuity Brands' Products may only be allowed after prior approval of third parties who may have proprietary rights covering a specific use or application. Acuity Brands shall not be obligated to defend against, and shall not be liable for, infringement of any patent claim covering any such uses or applications. Acuity Brands also shall not be obligated to defend against, and shall not be liable for (i) infringement of any patent claim covering combinations of the Products with any other product, material or apparatus, whether or not supplied by Acuity Brands, or any method or process in which the Products are used, to the extent such claim is directed against such combined use, (ii) patent infringement arising from compliance with OEM Customer's design, specification or instruction, (iii) patent infringement arising from any alteration, modification or customization of the Products that was not performed by or on behalf of Acuity Brands, (iv) patent infringement arising from use of the Products in a manner other than as specified by Acuity Brands, or (v) the continued use by OEM Customer of the Products after being advised of the availability of a replacement or modification that would have avoided the infringement. In these cases, OEM Customer shall defend and indemnify Acuity Brands against any damages or costs for such infringement and if so requested, Acuity Brands shall give OEM Customer full authority to conduct the defense thereof and full assistance and co-operation in such defense. In the event any infringement claim, action or allegation is brought or threatened against OEM Customer, Acuity Brands may at its own election and its own expense (i) procure for OEM Customer the right to continue the application of the Products and/or the use of the Products, (ii) replace the Products with other suitable products, (iii) modify the Products to make them non-infringing, or (iv) if none of the foregoing remedies are commercially feasible, provide a depreciated or pro rata (in accordance with Acuity Brands' internal accounting policies) refund of fees paid to Acuity Brands for any allegedly infringing Products, as applicable, upon OEM Customer's return of the Products to Acuity Brands. It is OEM Customer's sole responsibility to obtain all necessary approvals and licenses before using and applying the Products in its application.

INSURANCE:

Insurance Obligations. At all times during the period of Product delivery under these OEM Terms and Conditions of Sale, and for a period of at least five (5) years thereafter with respect to general liability and products liability and errors and omissions coverage, OEM Customer shall maintain in full force and effect insurance of the kind and amounts generally carried by reasonably prudent resellers and/or manufacturers in the industry, with worldwide coverage for claims brought anywhere in the world. Such policies shall provide the following minimum coverages: (a) comprehensive general liability coverage, including blanket contractual liability, products liability and completed operations coverage, with limits of not less than \$3,000,000 (obtainable via primary and excess coverage) per occurrence combined single limits for bodily injury (each person), bodily injury (each accident), and property damage and including a full waiver of subrogation for general liability claims; (b) errors and omissions liability coverage, with limits of not less than \$3,000,000 per wrongful act; (c) if OEM Customer or its agents will have access to any Acuity Brands network (either directly or remotely) network security and privacy liability insurance, including first party and third party coverage, with limits of not less than \$3,000,000 per

wrongful act, (d) crime coverage, with limits of not less than \$250,000 per occurrence; (e) workers' compensation insurance covering injury to or occupational disease or death of employees or agents of OEM Customer who perform activities in fulfillment of OEM Customer's obligations hereunder, as required by applicable law, and including a full waiver of subrogation for workers' compensation claims; (f) Employer's Liability Insurance with a limit of liability of at least \$500,000 per occurrence; and (g) automobile liability insurance (owned, non-owned, and hired), including bodily injury and property damage, with a \$1,000,000 per occurrence combined single limit (if vehicles are brought on Acuity Brands' premises or used in satisfaction of OEM Customer's obligations hereunder).

Requirements. All insurance policies other than the errors and omissions coverage shall be required to be carried by OEM Customer, shall be written on an occurrence, not a claims-made, basis by companies duly authorized to transact the prescribed coverages in each jurisdiction in which OEM Customer operates that have a rating of A-VIII or better in the most recent edition of Best's Key rating guide (property-casualty). With respect to comprehensive general liability coverage and automobile liability coverage, an Additional Insured Endorsement shall be maintained in such insurance policies including Acuity Brands Lighting, Inc. as an additional insured as its interests may appear under such policies. Upon request, OEM Customer will furnish to Acuity Brands certificates showing the coverages required by these OEM Terms and Conditions of Sale within 10 days of renewal of such coverages annually. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. OEM Customer shall, prior to the effective date of any such cancellation, replace such insurance with insurance satisfactory to Acuity Brands and furnish Acuity Brands with certificates evidencing such replacement insurance, within ten (10) days of such cancellation. Notwithstanding any limitation on liability contained herein, Acuity Brands' right to file claims and to be compensated under these insurance policies shall only be limited by the terms of the policies themselves.

PUBLICITY:

Except as specifically provided in these OEM Terms and Conditions of Sale or any applicable Cover Page, neither party may use the other party's name in advertising or in any other public message.

COMPLIANCE WITH LAWS; EXPORT:

In the exercise of its rights and the performance of its obligations under these OEM Terms and Conditions of Sale, OEM Customer will comply with all applicable laws, regulations, and governmental orders, including without limitation those relating to export control laws, economic sanctions laws, and anti-bribery/anti-corruption laws.

Upon request, OEM Customer will promptly provide Acuity Brands with information pertaining to a Fixture Customer, an end user, a destination or the intended use of particular Products provided by Acuity Brands, as may be required to enable Acuity Brands or the applicable governing authorities, to assess compliance with export control laws or economic sanctions laws.

If Acuity Brands has any reason to believe that there may be a violation of this Compliance with Laws Section, Acuity Brands or a designated third party shall have the right to examine, reproduce and audit any and all of OEM Customer's relevant records and data. OEM Customer agrees to fully cooperate in any investigation arising out of such possible violation, including participating in any investigatory interviews. Acuity Brands may immediately terminate these OEM Terms and Conditions of Sale and any applicable Cover Page or Purchase Order by written notice if OEM Customer violates this Section.

FREEDOM OF ACTION:

Except as provided in these OEM Terms and Conditions of Sale or any applicable Cover Page, nothing herein is intended to restrict the other party from having similar agreements with others or from selling or marketing products or services that are competitive with the Products or Services.

NOTICES:

Any notice hereunder shall be deemed to be sufficiently given and any delivery hereunder deemed made when delivered in person or sent by registered or certified mail, overnight courier or private international courier addressed to Acuity Brands or to OEM Customer at the addresses stated on any applicable Cover Page, or at such changed address as either party shall have specified by written notice.

NO AGENCY:

Each of the parties will be deemed to be an independent contractor and not an agent, joint venturer, or representative of the other, and neither may create any obligations or responsibilities on behalf of or in the name of the other. Under no circumstances may OEM Customer hold itself out to be a partner, employee, franchisee, representative, servant, or agent of Acuity Brands. When selling Products, OEM Customer will not have, and will not represent that it has, any authority to bind Acuity Brands, or to assume or create any obligations or to make any warranties or representations on behalf of Acuity Brands.

DISPUTES:

All disputes arising in connection with these OEM Terms and Conditions of Sale shall be settled, if possible, by negotiation of the parties. If the matter is not resolved by such negotiations, either party may, by the giving of written notice, cause the matter to be referred to a meeting of appropriate higher management of the parties. Such meeting shall be held within ten (10) business days following the giving of the written notice. If the matter is not resolved through such higher management (or within twenty (20) business days after the date of the notice referring the matter to appropriate higher management, or such later date as may be mutually agreed upon), either party may then, subject to the terms of these OEM Terms and Conditions of Sale, commence legal action in a court of competent jurisdiction in order to resolve the dispute. Notwithstanding the foregoing, each party shall have the right at any time, at its option and where legally available, to commence an action or proceeding in a court of competent jurisdiction, subject to the terms of these OEM Terms and Conditions of Sale, in order to seek and obtain a restraining order or injunction to enforce the confidentiality, intellectual property or compliance with laws provisions set forth in these OEM Terms and Conditions of Sale or any applicable Cover Page.

CHOICE OF LAW; CONSENT TO JURISDICTION:

These Terms and Conditions of Sale shall be construed and enforced in accordance with the substantive laws of the State of Georgia, USA, without regard to such state's laws related to choice of law. Any State or Federal Court in Fulton County, Georgia shall have jurisdiction for the purpose of any suit or other proceeding arising out of the transactions under these OEM Terms and Conditions of Sale. If Acuity Brands is only providing Services, the parties agree that these Terms and Conditions of Sale are a contract for services and are not subject to the uniform commercial code of any state.

ASSIGNMENT:

OEM Customer shall not assign or delegate any of its rights or the performance of any of its obligations under these OEM Terms and Conditions of Sale or any applicable Cover Page or Purchase Order (by contract, merger, consolidation, operation of law, or otherwise) without written consent of Acuity Brands. Any change of more than 50% in interest in the direct or indirect ownership of OEM Customer on or after the Effective Date of an applicable Cover Page or Purchase Order (determined on a cumulative basis) and whether as a result of a sale of stock or other ownership interests and whether voluntarily or involuntarily will be deemed an assignment within the meaning of the foregoing. Any attempt by OEM Customer to assign any rights or obligations under these OEM Terms and Conditions of Sale or any associated Cover Page in violation of this provision will be void and of no effect. To the extent OEM Customer may be permitted by Acuity Brands to assign these OEM Terms and Conditions of Sale, the Cover Page, or any part of it, all provisions thereof shall be binding upon OEM Customer's successors or assigns. OEM Customer acknowledges that Acuity Brands may use subcontractors to perform the Services and Acuity Brands will be responsible for subcontractor compliance with applicable provisions of these OEM Terms and Conditions of Sale and any applicable Cover Page.

GENERAL:

Any different or additional terms and conditions proposed by any OEM Customer in a Purchase Order, response to a quotation or other proposal or order of any format, are hereby rejected by Acuity Brands and shall not be incorporated into any order or other agreement for the sale of Product or Services hereunder. OEM Customer's assent to these OEM Terms and Conditions of Sale, shall be conclusively presumed from OEM Customer's acceptance of all or part of any Products ordered or Services provided and OEM Customer acknowledges that it is subject to Acuity Brands policies concerning the sale and/or resale thereof (see <https://www.acuitybrands.com/support/warranty/terms-and-conditions/online-sales-policies>), as amended by Acuity Brands in its sole discretion from time-to-time. If an authorized representative of Acuity Brands has

acknowledged OEM Customer's order or proposal, and such acknowledgement is found to constitute an acceptance of an offer, such acceptance is expressly made conditional on OEM Customer's assent solely to these OEM Terms and Conditions of Sale and, if applicable, its associated Cover Page which shall form part of the acknowledgement, and acceptance or authorized resale by OEM Customer of any Products will be deemed to constitute such assent. If any quotation or other document of Acuity Brands is deemed to constitute an offer to OEM Customer, OEM Customer's acceptance of such offer is limited to these OEM Terms and Conditions of Sale and its associated Cover Page. Field services and other on-site services performed by Acuity Brands are subject to additional terms and conditions available at <https://www.acuitybrands.com/support/warranty/terms-and-conditions> under Terms and Conditions of Sale—Other—Terms and Conditions for Field Services. The Cover Page and these OEM Terms and Conditions of Sale, together with warranty statements by Acuity Brands under LIMITED WARRANTY above and, if applicable, the Field Services Terms and Conditions, constitute the entire sales agreement between Acuity Brands and OEM Customer. No custom, practice, or course of prior dealings between the parties and no usage of trade shall modify or otherwise affect these OEM Terms and Conditions of Sale or its associated Cover Page. Acuity Brands objects to and rejects any terms between OEM Customer and any other party, and no such terms, including but not limited to any government regulations or "flowdown" terms, shall be a part of or incorporated into any order from OEM Customer to Acuity Brands. These OEM Terms and Conditions of Sale supersede all those published or issued previously by Acuity Brands. All orders are subject to final acceptance by Acuity Brands and credit approval. Any design, submittal or layout provided by Acuity Brands is subject to the disclaimer set forth on the design, submittal or layout. Acuity Brands will not accept Purchase Orders that require OEM Customer-furnished components. Acuity Brands price sheets are not offers to sell and possession of a price sheet does not entitle one to purchase. Acuity Brands shall not be bound to sell any Products or provide any Services unless it shall (in its sole discretion) accept submitted Purchase Orders.

ADDITIONAL TERMS FOR ACUIITY BRANDS OEM COMPATIBLE PROGRAM

The following additional terms are expressly agreed to if an OEM Customer has executed a Cover Page for the purpose of participation by OEM Customer in an Acuity Brands OEM Compatible Program as approved by Acuity Brands.

USE OF MARKS:

"Marks" means those trademarks, service marks, trade names, logos, or other source indicators of Acuity Brands or its affiliates that are specifically listed in an applicable Cover Page, including its Exhibits, for use in connection with a Fixture that is an OEM Approved Luminaire under an OEM

Compatible Program.

Acuity Brands hereby grants OEM Customer the limited and revocable right to use the Marks solely in connection with the permitted sales and labeling of the OEM Approved Luminaires specifically in accordance with these OEM Terms and Conditions of Sale and its associated Cover Page, including the Acuity Compatible Product Branding Usage Guidelines. For the avoidance of doubt, OEM Customer will comply with the Acuity Brands Logo Usage Policy (<https://www.acuitybrands.com/about-us/logo-usage-policy>) when using the Marks and any additional requirements in the Cover Page, including its Exhibits. OEM Customer shall not modify or alter any Mark, challenge or take any action inconsistent with Acuity Brands' ownership or license rights in the Marks, or infringe the Marks in any way. Further, OEM Customer shall not adopt, use, register or seek to register in any class of goods or services, any trade name, trademark, service mark, word or symbol that includes or is confusingly similar to any Mark. Any rights or goodwill that may accrue to OEM Customer in any Marks resulting from OEM Customer's activity inure solely to the benefit of Acuity Brands.

OEM Customer shall (i) discontinue immediately, upon notice from Acuity Brands, any practice relating to the use of any Mark which in Acuity Brands' opinion would adversely affect the rights or interests of Acuity Brands or its licensors; (ii) advise Acuity Brands of any information or situation OEM Customer is aware of that would in any way affect the Marks; and (iii) immediately cease from any and all use of any Marks upon termination of these OEM Terms and Conditions of Sale or its associated Cover Page and destroy all materials bearing or relating to the Marks or, at Acuity Brands' option, dispose of such materials.

Following termination, OEM Customer will not use the Marks, whether or not such Marks are protectable under law, and will not imitate the Marks in any manner.

COMPLIANCE WITH OEM COMPATIBLE PROGRAM AND AUDITS:

OEM Customer will comply with all requirements of the OEM Compatible Program, including the DVP Documentation requirements as set forth in an associated Cover Page and keep complete and accurate records regarding OEM Customer's compliance with such requirements.

In addition to any other audit rights stated in these OEM Terms and Conditions of Sale, Acuity Brands reserves the right to conduct audits directly or through its third-party designee, including records and/or manufacturing line audits, for the purpose of ensuring compliance with the OEM Compatible Program requirements and DVP Documentation at a date and time to be mutually agreed during business hours. Acuity Brands may, but is not required to, exercise this right no more than once during any rolling twelve (12)

month period and will provide no less than ten (10) business days prior notice of an audit (absent a reasonable suspicion that such a delay or infrequency would result in harm to Acuity Brands) and will attempt to minimize the disruption that such audit may cause to OEM Customer's operations.

EQUIPMENT:

If applicable for compliance with the DVP Documentation, OEM Customer may be required to borrow or purchase from Acuity Brands devices or tools for quality and testing purposes, such as end of line testing, ("**Equipment**") and which may be used for the sole and limited purpose of assisting OEM Customer to manufacture the OEM Approved Luminaires in compliance with the DVP Documentation. The parties agree that the Intellectual Property provisions of these OEM Terms and Conditions of Sale are also fully applicable to Equipment.

In the event that Acuity Brands loans Equipment to OEM Customer, then Acuity Brands may, from time to time upgrade the Equipment and such upgraded Equipment will be used by OEM Customer when made available. Equipment loaned to OEM Customer shall become the responsibility of OEM Customer to protect and maintain as it would similar equipment of its own and shall be returned in the same condition as when received, reasonable wear and tear excepted. OEM Customer will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed. OEM Customer will not permit third parties to use or access the Equipment.

For any Equipment that is loaned or purchased from Acuity Brands, such Equipment is provided on an "as is" basis without warranties of any kind whatsoever. Notwithstanding the foregoing, OEM Customer may request Services from Acuity Brands for assistance and support for the Equipment which Acuity Brands will provide at its sole discretion. If any fees are applicable for the loan or purchase of Equipment or provision of related Services, then such fees will be set forth in an applicable Cover Page.

Acuity Brands reserves the right to change these OEM Terms and Conditions of Sale at any time without notice.

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