

APPLICATION END USER LICENSE AGREEMENT FOR USE WITH AN ACUITY PLATFORM

YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS BEFORE UTILIZING THE APPLICATION

This is a software license and not a sale of software. The Application is licensed to You subject to the following terms and conditions, which define what You can and cannot do with the Application, and provide conditions and limitations on warranties and remedies.

You are being provided with this document because You or someone on Your behalf desires to use certain software, apps, or other computer code (the "Application") provided by Acuity Brands Lighting, Inc. ("Acuity") to You. By clicking "I Accept", installing the Application, or utilizing the Application, You acknowledge Your agreement to comply with the terms and conditions of this End User License Agreement ("App EULA"). If You do not agree to the terms and conditions of this App EULA, then do not click "I Accept", install the Application, or utilize the Application, and do uninstall the Application.

ACUITY OFFERS A CLOUD BASED TECHNOLOGY SERVICE OR A SEPARATELY LICENSED SOFTWARE PRODUCT EITHER DELIVERS FOR INSTALLATION OR PROVIDES ACCESS TO VIA A SOFTWARE AS A SERVICE OFFERING (THE "ACUITY PLATFORM") WHICH ACUITY OFFERS VIA A SEPARATELY EXECUTED AGREEMENT (THE "ACUITY PLATFORM AGREEMENT"). THIS APPLICATION ONLY WORKS IN CONJUNCTION WITH THE ACUITY PLATFORM AND DOES NOT INDEPENDENTLY PROVIDE MATERIAL FUNCTIONALITY, INCLUDING ANY FUNCTIONALITY SIMILAR TO THE ACUITY PLATFORM. THIS AGREEMENT ASSUMES THAT YOU WISH TO UTILIZE THE APPLICATION TO ACCESS THE FUNCTIONALITY PROVIDED BY THE ACUITY PLATFORM. IF THE FOREGOING IS NOT TRUE DO NOT ACCEPT THIS AGREEMENT BECAUSE YOUR LICENSE TO USE THE APPLICATION IS LIMITED TO USE IN CONJUNCTION WITH THE ACUITY PLATFORM.

IF YOU REJECT THIS APP EULA AND YOU DOWNLOADED OR OTHERWISE OBTAINED THIS APPLICATION FROM A CENTRAL APPLICATION MARKETPLACE OPERATED BY ANYONE OTHER THAN ACUITY, SUCH AS THE APPLE APP STORE OR THE GOOGLE PLAY STORE (A "STORE"), THEN YOU SHALL BE ENTITLED TO A REFUND IN ACCORDANCE WITH THE TERMS AND CONDITIONS APPLICABLE TO THAT PARTICULAR STORE. OTHERWISE, YOUR RIGHT TO A REFUND SHALL BE GOVERNED BY THE APPLICABLE ACUITY PLATFORM AGREEMENT.

IF YOU DOWNLOADED OR OTHERWISE OBTAINED THE APPLICATION FROM A STORE, THE OPERATOR OR OWNER OF THAT STORE (THE "PROPRIETOR") IS NEITHER A PARTY TO THIS LICENSE NOR RESPONSIBLE FOR THE APPLICATION IN ANY WAY.

IF YOU ARE ENTERING INTO THIS APP EULA ON BEHALF OF AN ORGANIZATION, ALL REFERENCES TO "YOU" OR "YOUR" IN THIS APP EULA SHALL MEAN COLLECTIVELY THE ORGANIZATION AND THE END USER OF THE APPLICATION. IN SUCH INSTANCE, BY CLICKING "I ACCEPT", INSTALLING THE APPLICATION, OR UTILIZING THE APPLICATION, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS APP EULA ON BEHALF OF THE ORGANIZATION, AND THAT THE ORGANIZATION AGREES TO BE BOUND BY ALL OF THE TERMS OF THIS APP EULA.

- 1. Grant of License.** If You accept the terms of this App EULA and continue to meet Your obligations under this App EULA and the Acuity Platform Agreement, including without limitation, Your obligation to pay for the Application and the Acuity Platform, Acuity grants to You a non-exclusive, non-transferable, and limited license to install on one (unless stated otherwise in the Acuity Platform Agreement) device (e.g., computer, smart phone, or tablet) and use the most recent version of the Application generally publicly available at the time of use, in object code form only, only in accordance with any documentation provided by Acuity, and solely in conjunction with the Acuity Platform as authorized by the Acuity Platform Agreement.
- 2. Third Party Use.** You may authorize third parties (other than those engaged in competitive activities with Acuity) to utilize the Application when those third parties perform activities solely in the furtherance of Your internal business purposes and only where You would have been licensed to perform such activities under Section 1. Should You choose to so authorize such third parties, You shall ensure that they understand that their performance is subject to compliance with this App EULA at all times and You shall remain primarily responsible for the

behavior of those third parties. Acuity retains the right to terminate third party use, including where authorized by You, at any time and for any reason.

3. **Changes to Functionality or Ongoing Access.** Notwithstanding anything herein to the contrary, Acuity retains the right, in Acuity's sole discretion and at any time, to update and modify the Application, replace the Application with another product or service, and discontinue making the Application available (subject to an obligation under an Acuity Platform Agreement executed by You and Acuity).
4. **General License Restrictions.** You may only use the Application in accordance with the applicable documentation for such Application. You may not use the Application for any purpose other than to access and utilize the Acuity Platform in accordance with the Acuity Platform Agreement. The Application is protected under copyright, trade secret, and other intellectual property laws. You may not (a) sublicense, reproduce, distribute, market, sell, transfer, or disclose the Application or its documentation, (b) translate, modify, disassemble, or reverse engineer the Application or its documentation (except to the extent permitted by law), (c) create derivative works based on any portion of the Application or its documentation, (d) obtain possession of any source code or other technical material relating to the Application, (e) use the Application other than in accordance with the applicable documentation, (f) use the Application after expiration or termination of this license, (g) use the Application in a production environment for the benefit of a third party (including through the operation of a service bureau) or otherwise use the Application to directly generate revenue or otherwise directly commercially exploit the Application, (h) remove, alter, or obscure any copyright notice(s) or proprietary legend(s) contained on the media or included in the Application or its documentation, in each case as provided by Acuity, or (i) install, access, or use versions of the Application previous to the most recent version of the Application generally publicly available (other than for a reasonable time while transitioning to a newly released version). Unless agreed otherwise in writing by Acuity, You may not make any copies of the Application other than a single uninstalled copy of the Application solely for back-up or archival purposes.
5. **High Risk Restriction.** You acknowledge and accept that Acuity did not design the Application and does not warrant the Application for use in developing, or for incorporation into, products or services relative to or within applications or environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, life support machines, surgically implanted devices, weapons systems, or other applications, devices or systems in which the failure of the Application could directly result in death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Notwithstanding any other provision of this App EULA, You may not use or authorize any third party to use the Application in connection with any High Risk Activity. Likewise, You acknowledge and accept that Acuity did not design the Application for use in any fashion that would allow the Application to be considered a Medical Device, as defined by the United States Food and Drug Administration, Health Canada, and other similar international agencies.
6. **Ownership of Application.** The Application is not in the public domain. Acuity, its affiliates, and/or its licensors are the owners of all intellectual property rights, including without limitation patent, trademark, copyright, and trade secret rights, in the Application, the corresponding documentation, and the techniques and ideas embodied and expressed in the foregoing, including the structure, sequence, and organization of the Application (collectively the "Program Concepts"). You acknowledge that, except for the limited license granted hereunder, You have no rights in or to the Application, any documentation, the Program Concepts or any copies thereof.
7. **Proprietary Rights and Information.** You acknowledge and agree that the Application and all documentation and other information related thereto or disclosed or delivered to You in relation to this App EULA ("Acuity's Information") represent Acuity's confidential and proprietary information. You agree to keep Acuity's Information confidential by exercising the necessary care required to prevent its disclosure. Notwithstanding the above, You will not disclose, divulge, distribute, publish, transmit, or transfer Acuity's Information to any third party or use Acuity's Information for any purpose whatsoever other than as expressly authorized by this App EULA. Your obligations with respect to Acuity's Information deemed "trade secrets" under applicable law shall remain in effect for as long as Acuity's Information remains a trade secret. Your obligations with respect to Acuity's Information that is not deemed to be a trade secret shall remain in effect for a period of three (3) years following the last day You receive any of Acuity's Information.
8. **Your Data.** With respect to data entered into the Application or which Acuity may access through its performance of related services for You (e.g., maintenance or support) (collectively "Your Data"), You agree and acknowledge that You are solely responsible for the content of such data. You represent and warrant to Acuity that You shall

obtain all licenses and permissions needed to provide and/or license Your Data to Acuity as provided below. You represent and warrant to Acuity that providing and/or licensing Your Data to Acuity under this App EULA shall not violate any applicable law. You agree and acknowledge that You are solely responsible for ensuring that You maintain proper backup or documentation necessary to enable You to recover Your Data in the event of corruption or data loss. Acuity is not acting as a disaster recovery provider for You and shall not be liable for the loss or replacement of Your Data.

9. **License to Your Data.** You hereby license Acuity the right to utilize Your Data for the purpose of performance of Acuity's obligations to You. Additionally, You hereby license Acuity to use Your Data to contact You regarding other products and services that Acuity may offer on its own behalf or on behalf of others. Additionally, You hereby license Acuity the right to extract from Your Data certain information that, either alone or in conjunction with other information which Acuity may decide to include, can be used to make up anonymized data sets which Acuity may use for any lawful purpose in perpetuity. For the purposes of this license, anonymized data sets may include any of Your Data on an aggregated basis except (a) Your information which is protected by a separate license agreement between You and Acuity, (b) information that can readily be used to identify a specific individual's identity, either alone or when combined with other information from another source, (c) protected health information which has not been de-identified in accordance with 45 CFR 164.514 or other applicable law, prior to incorporation in the anonymized data set, or (d) information which can be used to easily identify You as the source.
10. **General Warranty Disclaimer.** The Application is licensed to You on an "as is" basis and Acuity disclaims any and all warranties, whether express or implied, including without limitation, any warranties of merchantability, fitness for a particular purpose, and non-infringement. Without limiting the foregoing, You agree that Acuity and its officers, directors, agents, and employees, shall have no liability for errors or omissions in (a) the output of the Application, such outputs including, without limitation, the quality or accuracy of any screen displays or reports, (b) the operation of third party equipment controlled by the Application, (c) the transmission and reception of data, or (4) the processing of data by the Application. Acuity does not represent or warrant that the Application will operate continuously or error free. You expressly accept that the installation, establishment, and maintenance of proper safety controls and procedures and proper monitoring and operation of all equipment within Your control is Your responsibility and not that of Acuity, and hereby waive any claims of liability of Acuity to any damages that may result from such operation. Reliance upon the Application shall not be considered a basis for transferring any portion of such responsibility to Acuity nor a basis for contributory or comparative liability.
11. **Special Warranty Disclaimer.** Without modification to Section 10, You agree and acknowledge that Acuity is providing You with the Application as a tool which is to only be used by an individual of appropriate training and expertise as an adjunct to his or her professional judgment. Such individual shall be solely responsible for reviewing all data put into and all data extracted from the Application to ensure that it meets all applicable professional standards and legal requirements as well as Your needs and intent. Acuity does not represent or warrant and expressly disclaims that (a) the Application will properly scale or translate data between different Application programs or data formats, and (b) the Application will conform any output to meet any professional standards or legal requirements.
12. **Proprietor Disclaimer.** NO PROPRIETOR MAKES ANY AND EACH PROPRIETOR EXPRESSLY DISCLAIMS ALL WARRANTIES ABOUT THE APPLICATION UNDER THIS APP EULA AND NO PROPRIETOR IS RESPONSIBLE FOR THE SUPPORT OR MAINTENANCE OF ANY APPLICATION. AS BETWEEN ACUITY AND PROPRIETOR YOU AGREE TO MAKE ANY AND ALL CLAIMS UNDER THIS APP EULA (INCLUDING WITHOUT LIMITATION ALL PRODUCT LIABILITY CLAIMS, CLAIMS THAT THE APPLICATION FAILS TO CONFORM TO ANY APPLICABLE LEGAL OR REGULATORY REQUIREMENT, AND CLAIMS ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION) AGAINST ACUITY AND NOT PROPRIETOR.
13. **Limitation on Types of Damages.** IN NO EVENT WILL ACUITY OR ITS AFFILIATES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, BE LIABLE TO YOU FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) OR LOSS OF GOODWILL OR PROFIT IN CONNECTION WITH THE SUPPLY, PERFORMANCE, USE OF OR INABILITY TO USE THE APPLICATION OR IN CONNECTION WITH ANY CLAIM ARISING FROM THIS APP EULA, EVEN IF ACUITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

14. **Limitation on Total Damages.** THE MAXIMUM AGGREGATE AND CUMULATIVE LIABILITY OF ACUITY FOR ANY AND ALL CLAIMS UNDER THIS APP EULA, REGARDLESS OF THE THEORY OF LIABILITY, SHALL BE THE GREATER OF THE SUM OF THE LICENSE FEES RECEIVED BY ACUITY FOR LICENSING THE APPLICATION TO YOU OVER THE TWELVE (12) MONTH PERIOD LEADING UP TO THE DATE THE CAUSE OF ACTION ACCRUED OR ONE HUNDRED DOLLARS (\$100). NO ACTION ARISING OUT OF THIS APP EULA, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE DATE THE CAUSE OF ACTION HAS ACCRUED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER CERTAIN CIRCUMSTANCES, SO THIS PARAGRAPH MAY NOT APPLY TO YOU.
15. **Indemnification.** You agree to indemnify, defend, and hold harmless Acuity and its respective officers, directors, employees, agents, successors, representatives and assigns from any suits, losses, claims, demands, liabilities, costs and expenses (including attorney or accounting fees) sustained, incurred, or arising from (a) Your use or misuse of the Application or Program Concepts, including any output therefrom, and (b) Your violation of any term of this App EULA. Proprietor shall not indemnify You or Acuity in any way.
16. **Verification.** On the reasonable request of Acuity, You shall furnish Acuity with a signed statement that the Application and the Program Concepts are being used pursuant to the terms and conditions of this App EULA. If Acuity has reason to believe that the Application or the Program Concepts are not being used in accordance with the terms and conditions of this App EULA, You shall permit Acuity to review Your relevant records and inspect Your facilities to ensure compliance with this App EULA. Acuity will conduct such inspection during normal business hours in a manner that does not unreasonably interfere with Your business operations.
17. **Term and Termination.** This App EULA shall become effective when (i) You click "I Accept", (ii) You or someone acting on Your behalf first installs the Application, or (iii) You or someone acting on Your behalf first utilizes the Application for any purpose. This App EULA shall continue in full force so long as the Application remains installed unless it is terminated earlier as set forth herein. This App EULA shall automatically terminate should You voluntarily or involuntarily become subject to the jurisdiction of any bankruptcy court. Acuity hereby reserves the right to terminate this App EULA upon written notice at any time. Upon termination of this App EULA for any reason, You shall immediately return the Application and any copies, together with all related documentation Acuity, or, at Acuity's discretion, You shall permanently uninstall and destroy all copies of the Application and any related documentation in Your possession or control. Upon termination or expiration of this App EULA all sections of this App EULA which by their nature should survive shall continue in full force and effect, including without limitation Sections 4 - 24.
18. **U.S. Government Restricted Rights.** The following applies to all acquisition of the Application by or for the U.S. government or by any prime contractor or subcontractor under any contract, grant, or other activity with the U.S. government. The Application and services related to such Application provided to You hereunder are "commercial items" as that term is defined at 48 C.F.R. 2.101 (October 1995) consisting of "commercial computer Application" and "commercial computer Application documentation" as such terms are used in 48 C.F.R. 12.212 (Sept. 1995) and other applicable acquisition regulations and are provided to the U.S. Government only as a commercial item. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202 (June 1995), all U.S. Government users and licensees acquire the Application and its associated documentation with only those rights and subject to the restrictions set forth in this App EULA. Notwithstanding the foregoing, the Application may not be acquired by the U.S. government pursuant to a contract incorporating clauses prescribed by FAR Subpart 27.4 (June 1987) or DFARS Subpart 227.4 (Oct. 1988). If this App EULA is inadequate to meet the government's needs or is inconsistent in any respect with Federal law, the government should return the Application, unused, to Acuity.
19. **Injunctive Relief.** You acknowledge that remedies at law shall be inadequate to provide Acuity with full compensation in the event of Your material breach of this App EULA, and that Acuity shall therefore be entitled to injunctive relief in the event of any such material breach without the need to post bond or prove the inadequacy of monetary damages. Regardless of any provisions to the contrary, Acuity shall have no obligation to allow You to cure Your breach prior to seeking injunctive relief and shall be entitled to seek such injunctive relief in any jurisdiction regardless of any choice of law or venue provisions.
20. **Governing Law.** This App EULA shall be construed and governed in accordance with the laws of the State of Georgia of the United States of America, without regard to its rules regarding conflicts of law. Neither the Uniform Commercial Code, any part of the Uniform Computer Information Transactions Act (if adopted), nor

the United Nations Convention on the International Sale of Goods shall apply to the Application or this App EULA. You agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Fulton County or Rockdale County within the State of Georgia.

21. **Compliance with Laws and Export Rules.** You shall be solely responsible for ensuring that Your use of the Application, documentation, and Your Data is in full compliance with all applicable laws and without violation of the rights of third parties. Without limiting the forgoing, You represent and warrant that the Application and documentation will not be exported to, or used by, nor will the data gained therefrom be exported to, transshipped or re-exported to (a) any individual located in any nation to which export, transshipment, or re-export is prohibited by U.S. law or regulation at that time (collectively, the "Restricted Nations"); (b) any business or organization owned, controlled by or acting on behalf of an individual, business or organization in a Restricted Nation; (c) the governments of a Restricted Nation or any business or organization owned, controlled by or acting on behalf of a government of a Restricted Nation; or (d) any individual, group or organization on the U.S. Department of Treasury's Office of Foreign Assets Control's list of Specially Designated Nationals or the U.S. Department of Commerce's Bureau of Export Administration's List of Denied Persons, as each may be amended from time to time.
22. **Waiver / Severability.** The failure of Acuity to exercise or enforce any right or provision of this App EULA shall not constitute a waiver of such right or provision. Should any court or legal authority hold any provision of this App EULA unenforceable or invalid for any reason, then You and Acuity agree that such court or authority shall attempt to craft an acceptable provision most closely resembling the intent of the offending provision, and if such court or authority is unable or unwilling to do so then this App EULA shall be construed as if such provision were never contained in this App EULA.
23. **Assignment.** You cannot assign, sublicense, or transfer this App EULA without the prior written consent of Acuity. Any attempt by You to sublicense, assign, or transfer any rights, duties, or obligations hereunder is null and void. Acuity may assign, sublicense, or transfer this App EULA, in whole or in part, at will and without notice to You.
24. **Order of Precedence.** The Acuity Platform Agreement shall control solely to the extent that there exists a direct conflict between the terms therein and this App EULA or any other written agreement signed by Acuity and You, except where such conflict involves Sections 12 and 25, which shall control over the Acuity Platform Agreement. Absent an Acuity Platform Agreement, this App EULA shall control.
25. **Proprietor's Rights.** If You downloaded or otherwise obtained the Application from Store, then the terms and conditions applicable to that particular Store shall govern your relationship with the Proprietor – this App EULA does not modify those terms and conditions. Acuity and You acknowledge and agree that Proprietor is a third party beneficiary of this App EULA and has the right to enforce this App EULA against each.
26. **Merger.** This App EULA and the Acuity Platform Agreement executed by both You and Acuity, if any, collectively comprise the entire agreement between You and Acuity with respect to the Application, documentation, and supersedes any other agreement or discussion, oral or written, with respect thereto.
27. **Electronic Execution.** If You are presented with an electronic version of this App EULA, by clicking "I Accept" You agree to transact business with Acuity electronically.
28. **Execution Warranties.** You represent and warrant that You have the authority to accept this App EULA on behalf of Yourself and any organization You represent, that You are more than 18 years of age, will abide by and comply with this agreement, are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and are not listed on any U.S. Government list of prohibited or restricted parties.