

Terms and Conditions to Agreement to Act as a Reseller for Distech

1. **Definitions.** Capitalized terms not otherwise defined herein or in the Cover Page shall have the meanings set forth below:

1.1. "Affiliates" means any entity that, directly or indirectly, controls, is controlled by, or is under common control with a Party. For the purposes of determining "control" under this definition, control shall include holding at least a fifty percent (50%) equity interest of an entity or having the right to direct the disposition of or voting rights of at least fifty percent (50%) of the voting rights of an entity.

1.2. "Cover Page" means the fully executed page that refers to these Terms and Conditions and contains the details regarding the Reseller.

1.3. "Customer Agreement" means a written agreement between Reseller and a Customer that meets the requirements of Section 5.

1.4. "Customer" means a third party to whom Reseller Sells or will Sell Products. "Customer" includes both current and potential Customers.

1.5. "Distech Product Terms" means the terms applicable to specific Products as provided in the applicable Product Exhibit.

1.6. "Feedback" means any recommendations, enhancement requests, suggestions, or similar comments about the Products, potential Distech products, or Distech's business generally that a Customer provides to Reseller or Reseller provides to Distech.

1.7. "Marks" means trademarks, service marks, trade names, service marks, corporate names, Internet domain names, trade dress, logos, slogans or other source indicators of Distech or its Affiliates used to identify itself or the Products.

1.8. "Materials" means promotional or marketing aids for the Products.

1.9. "Non-Distech Products" means hardware, software, or services owned or offered by any entity other than Distech or its Affiliates, including without limitation, Reseller or other suppliers of Reseller.

1.10. "Order" means an order from Reseller to Distech for specific Products to be delivered to a specific Customer.

1.11. "Partner Brand Usage Guide" means the information set forth at <https://www.acuitybrands.com/who-we-are/newsroom/usage-policies/product-collateral-usage-policy> as updated from time to time.

1.12. "Product Exhibit" means an exhibit to this Agreement which is signed by both Parties, and which sets forth the specific Products which Distech is authorizing Reseller to Sell, including all related business terms thereto.

1.13. "Product(s)" means the hardware, software, and services which Distech has authorized Reseller to Sell, as identified in the Product Exhibits.

1.14. "Sell" means (a) for hardware: the right to transfer title to the Product but excluding title to any software or firmware included therein, (b) for software or firmware: the right to provide a license for that software or firmware, and (c) for services: the right for Customer to engage Distech to perform the services in accordance with the applicable Product Exhibit. The definition of Sell includes all its forms (Sale, Selling, Sold, etc.).

1.15. "Sub-Reseller" means a third party who has entered into a written agreement with Reseller to resell the Products, including an obligation to comply with all of the terms of this Agreement.

2. **Overview.**

2.1. Agreement Structure. This Agreement sets forth the general terms that govern the reseller relationship between Distech and Reseller. Distech and Reseller may also enter into one or more Product Exhibits which shall be governed by this Agreement, and which shall authorize Reseller to Sell specific Products under specific terms. Reseller shall only be authorized to Sell Products pursuant to a Product Exhibit.

2.2. Amendment of Product Exhibits. Subject to the Parties having entered into any separately signed document obligating Distech to continue to provide a Product under specific terms, Distech shall have the right to unilaterally amend any Product Exhibit upon ninety (90) days advance written notice to Reseller. Distech's rights under this Section shall only apply to the extent that the terms of amendments are applied to Distech's customers and other resellers generally, and not to Reseller specifically. Notwithstanding the forgoing, Distech shall honor the non-amended terms of that Product Exhibit with respect to all Orders for Products received prior to the effective date of an amendment to a Product Exhibit

3. **Reseller Relationship.**

3.1. Appointment. Subject to Reseller's ongoing compliance with the terms of this Agreement, Distech appoints Reseller as a nonexclusive independent representative for promoting and Selling the Products to Customers. In so doing, Reseller agrees at all times to at all times act in accordance with the Distech Brands Code of Ethics and Business Conduct, available at:

<https://www.investors.acuitybrands.com/corporate-governance>.

3.2. Sub-resellers. Reseller may promote and Sell the Products through any Sub-reseller, but Reseller may not promote or Sell Products through any other third party. Distech may reject the appointment of any Sub-reseller at any time and for any reason. Reseller will cause each Sub-reseller to comply with all the terms and conditions of this Agreement applicable to Reseller, and any default under the terms of this Agreement by a Sub-reseller shall be deemed to be a default by Reseller under this Agreement. Any reference to "Reseller" under this Agreement (but excluding this Section 3.2) shall be construed to include all Sub-Resellers of that Reseller to the extent necessary to bind Sub-Resellers to this Agreement (e.g., "Customers" include third parties to whom Sub-Resellers sell and an agreement between a Sub-Reseller and a Customer shall be considered a "Customer Agreement"). In all cases Distech shall only be obligated to Reseller under this Agreement and Reseller shall not represent otherwise; Distech shall not be obligated accept orders directly from or directly interact with Sub-resellers.

3.3. Independent Relationship. Each Party shall be responsible for its respective costs under this Agreement. Reseller's relationship with Distech under this Agreement will be that of an independent contractor. Distech will have no control over, or responsibility for, Reseller's day-to-day activities. Reseller will have complete responsibility for and control over all such activities and all other actions taken to fulfill its obligations under this Agreement and any

persons engaged by it for that purpose. No such persons will be considered the employees or agents of Distech at any time, under any circumstances, or for any purpose. Reseller will pay and be solely responsible for all compensation and other benefits of its employees. Reseller and Reseller's Sub-resellers agree to indemnify and reimburse Distech for any and all costs Distech may incur to defend against a claim that Reseller or any of Reseller's Sub-resellers, as applicable, has acted in a manner contrary to this Section and any costs associated with payment for such a claim.

3.4. Restrictions. When Selling Products, Reseller may bind Distech only to those obligations to Customers as set forth in the applicable Distech Product Terms. Otherwise, Reseller will not have, and will not represent that it has, any authority to bind Distech, or to assume or create any obligations or to make any warranties or representations on behalf of Distech. All rights of Distech in and to the intellectual property embodied in the Products and all computer software, hardware and other equipment and technology associated with the Products are expressly reserved to Distech, and no rights are granted to Reseller or any Customer by implication or otherwise. Distech retains the right to refuse the sale of any Products to a Customer if Distech, in its reasonable judgement, concludes that such sale to that Customer would be contrary to Distech's business interests.

4. Products.

4.1. Ownership. Distech and its licensors expressly retain title and ownership to all worldwide intellectual property rights, including without limitation, design, trade secrets, know-how, patent rights, trademarks, moral rights, and copyrights in and to the Products and documentation thereof, and any modifications, adaptations, derivative works, and enhancements made thereto. Reseller agrees that Distech shall have the right to use, without attribution or compensation, any Feedback provided to Distech to improve, enhance, or modify the Products or develop new products or services.

4.2. Changes to Products. Distech retains the right, in Distech's sole discretion and at any time, to update or modify a Product in the ordinary course of business. Additionally, Distech may replace a Product or discontinue making a Product generally available upon ninety (90) days prior written notice to Reseller. Distech's rights under this Section shall only apply to the extent that any such Product updates, modifications, replacements, or discontinuances are applied to Distech's customers and other resellers generally, and not to Reseller specifically.

4.3. Third Party Software Supplied. Products may include software and firmware licensed from Distech's suppliers that is subject to license terms and disclaimers set by its owner. Upon Reseller's written request, Distech shall identify such licensed software and firmware included in a Product. Notwithstanding any other provision of this Agreement, Reseller's and Customer's rights related such software and firmware are governed by its applicable terms, and Distech assumes no responsibility for, and makes no warranty with respect to, such software.

5. Customers.

5.1. Customer Agreements. Reseller shall be solely responsible for entering into valid written Customer Agreements for the Sale of the Products to Customers. All Customer Agreements must state that

all Products are being provided to Customer subject to the terms and conditions of the applicable Distech Product Terms. Distech shall be entitled to update the Distech Product Terms at any time by written notice to Reseller, but such updates shall only apply to Customer Agreements entered into by Reseller after receipt of such written notice. Reseller shall not be required to amend existing Customer Agreements to reflect any changes. Reseller shall have no right to modify any portion of the Distech Product Terms. In connection with any Customer Agreement, Reseller shall make no representation, warranty, or other statement about the Products which conflicts with, or adds to, the Distech Product Terms. Additionally, all Customer Agreements shall provide that upon any termination of the Customer Agreement, Distech at its sole option, may assume the rights and obligations of Reseller with respect to the Products. Upon executing a Customer Agreement, Reseller shall submit an Order to Distech for the Products to be provided thereunder. Any terms or conditions on any Order, preprinted or otherwise, which conflict with or are in addition to this Agreement are rejected and shall have no effect.

5.2. Enforcement of Customer Agreements. Reseller shall enforce the Distech Product Terms in all Customer Agreements with all Customers and shall immediately inform Distech of any known breach thereof. If Reseller fails to enforce the provisions of the Distech Product Terms in a Customer Agreement: (i) Reseller shall be in material breach of this Agreement; and (ii) Distech shall have the right to enforce the Distech Product Terms in a Customer Agreement as a third-party beneficiary, and upon Distech's request, Reseller shall assign to Distech any rights in the Customer Agreement that are necessary to enforce the terms of the Distech Product Terms therein. Furthermore, should Distech be required to so enforce the Customer Agreement, Reseller shall reimburse Distech for all legal fees and expenses associated therewith and Distech shall be entitled to terminate this Agreement immediately and without an obligation to allow Reseller to cure. This obligation shall survive termination of this Agreement.

5.3. Non-Distech Products. Reseller may provide, sell, or license Non-Distech Products pursuant to a Customer Agreement that includes the Sale of the Products. As between Distech and Reseller, Reseller reserves and retains all right, title, and interest in and to those Non-Distech Products and all funds paid by Customer therefor. Likewise, as between Distech and Reseller, Reseller remains solely responsible for the satisfaction of all obligations related to those Non-Distech Products and shall fully indemnify Distech, without limitation, for any and all claims related to those Non-Distech Products.

5.4. Audit. Reseller shall keep complete and accurate records of Reseller's accounts with respect to Reseller's obligations under this Agreement. Reseller agrees to permit Distech, or at its option, a certified public accountant paid by Distech, to inspect such records at reasonable times during normal business hours. Distech will not exercise this right more than once during any rolling twelve (12) month period, will provide no less than two (2) business days prior notice of an audit (absent a reasonable suspicion that such a delay would result in harm to Distech), and will attempt to reasonably

minimize the disruption that such audit may cause to Reseller's operations.

6. Promotional Obligations.

6.1. Promotion. Reseller shall use commercially reasonable efforts to promote the Products to Customers. Reseller shall maintain adequate technical knowledge and training necessary to inform Customers properly concerning the features and capabilities of the Products.

6.2. Staffing and Training. Reseller shall appoint technically proficient employees to market the Products. Distech shall provide periodic routine consultation and advice to Reseller in connection with Reseller's sales efforts and shall provide commercially reasonable amounts of (a) technical and specification advice, and (b) assistance and advice concerning promotional programs.

6.3. Covenants. Reseller agrees that it will not: (i) make any false or misleading representations with regard to Distech, Distech's suppliers, or the Products; or (ii) make any representations, warranties or guarantees to Customers or to the trade with respect to the specifications, features or capabilities of the Products that are inconsistent with the information provided by Distech to Reseller.

6.4. Existing Materials. Distech may choose to furnish Reseller with reasonable amounts of Materials. Any additional Materials needed by Reseller shall be at Reseller's reproduction and shipping cost. Reseller may also create other Materials, subject to Distech's prior written approval of same in accordance with Section 6.5, at Reseller's sole cost and expense. All proprietary demonstration equipment, manuals, instruction books, contract forms, sales and promotional materials, and similar material furnished to Reseller by Distech, whether furnished free of charge or not, shall remain the property of Distech and upon reasonable request shall be returned to Distech.

6.5. Right to Use Marks. Distech hereby grants Reseller the limited right to use the Marks when promoting the sales of the Products in accordance with this Agreement. Reseller shall comply with the Partner Brand Usage Guide when creating original, or reproducing existing, Materials or other documents, web pages, advertisements, or similar forms of communication that bear or include any of the Marks or that otherwise advertise or promote the Products, Reseller will not modify or alter any Mark, challenge or take any action inconsistent with Distech's ownership or license rights in the Marks, or infringe on the Marks in any way. Further, Reseller will not adopt, use, register or seek to register in any class of goods or services in the territory or elsewhere, any trade name, trademark, service mark, word or symbol which includes or is confusingly similar to any Mark, or remove or destroy any proprietary markings, or copyright or patent notices placed upon or contained within the Products, or the documentation associated therewith. Reseller will furnish Distech with samples and copies of its Materials and printed documents on which the Mark appears upon the written request of Distech; discontinue immediately, upon notice from Distech, any practice relating to the use of any Mark which in Distech's opinion would adversely affect the rights or interests of Distech; advise Distech of any information or situation Reseller is aware of that would in any way affect the Marks; immediately cease from any and all use of any Marks upon termination of this Agreement and dispose of all

promotional, advertising and other materials bearing or relating to the Marks in accordance with Distech's instruction.

6.6. Regular Marketing Meetings. Upon reasonable notice from Distech, Reseller and Distech will meet (telephonically or in person, as agreed) at up to four times each year. At each meeting, Reseller will deliver to Distech written reports describing for the previous calendar quarter: (a) the market conditions relating to the Products, including current trends and nonbinding sales forecasts, (b) the activities of Reseller relating to the Products, including significant inquiries from Customers, (c) information regarding existing or new competitors; and (d) a summary of all Feedback provided by Customers or members of Reseller's sales force.

7. Support Obligations.

7.1. Support Service Obligations. Distech has no obligation to provide ongoing support for a Product other than as stated in a Product Exhibit. Where Distech states in a Product Exhibit that Distech will provide technical support for a Product, Reseller will provide Tier 1 and Tier 2 technical support and Distech will provide Tier 3 technical support, in each case as such terms are defined below.

7.2. Support Tier Definitions.

7.2.1. Tier 1 Support – Assists end users with resolution of basic issues. Gathers and analyzes information about the issue to identify underlying issue. Attempts to resolve issues requiring basic support and troubleshooting (e.g., usage questions, password resets, basic configuration questions, etc.). Escalates issues that Tier 1 Support is unable to resolve after a good faith effort to Tier 2 Support, including providing information gathered from end users and information about attempted fixes.

7.2.2. Tier 2 Support – Assists Tier 1 Support personnel with resolution of more complex issues. Validates that Tier 1 Support personnel gathered appropriate information about the issue and that this information is correct and gathers new information where necessary for diagnostics. Attempts to resolve issues requiring advanced support and troubleshooting (e.g., advanced configuration questions, troubleshooting Product failures, validating root cause where possible). Escalates issues that Tier 2 Support is unable to resolve after a good faith effort to Tier 3 Support, including providing cumulative information gathered, diagnostics performed, and information about attempted fixes.

7.2.3. Tier 3 Support – Assists Tier 2 Support personnel with the most complex issues. Validates that Tier 2 Support personnel gathered appropriate information about the issue and properly attempted to diagnose issue prior to escalating. Attempts to resolve all types of issues without limitation, including new or unknown issues.

8. Fees.

8.1. Prices for Products. Reseller shall pay to Distech the fees specified in the Product Exhibits for the Sale of the Products to any Customer. Reseller shall have the right to set the prices it charges Customers for the Products and shall be solely responsible for the collection of those amounts. Unless otherwise specified by Distech,

all prices are stated in, and all payments are to be made in, Canadian dollars.

8.2. Taxes. The fees set forth in Product Exhibits are net amounts to be received by Distech, exclusive of all taxes, duties, sales taxes, value added taxes, assessments, and similar taxes and duties, and are not subject to offset or reduction because of any costs, expenses, taxes, duties, assessments, or liabilities incurred by Reseller or imposed on Distech in the performance of this Agreement or otherwise due as a result of this Agreement. Without limiting the foregoing, Reseller shall be responsible for and shall pay directly, any and all taxes, duties and charges of whatever kind incurred in the performance of this Agreement. Notwithstanding the foregoing, Distech shall be responsible for the payment of any and all income taxes and income tax withholding of Distech.

9. Confidentiality.

9.1. Incorporation of Nondisclosure Agreement. If as of the Effective Date the Parties are subject to an enforceable mutual nondisclosure agreement (an "NDA") then (a) the terms of the NDA shall govern this Agreement throughout its term and any renewals thereof, even if it would have otherwise expired or been capable of being terminated, (b) the NDA will control over this Section 9 (but excluding Sections 9.1 and 9.2, which shall continue to apply in all cases), (c) for purposes of this Agreement, the "business relationship" (or similar language) under the NDA shall mean the performance of the Services and any Services-related activities described herein, and (d) for purposes of this Agreement, the obligations under the provisions of the NDA regarding Confidential Information that is not a Trade Secret shall continue during the term of this Agreement and for a period of two (2) years thereafter. Otherwise, the provision of this Section 9 shall apply in their entirety.

9.2. Specific Confidential Information. Notwithstanding anything to the contrary in the NDA, this Agreement, any Product Exhibits all Feedback shall be considered the confidential information of Distech. Notwithstanding anything to the contrary in the NDA, all information about Customers provided by Reseller shall be considered the confidential information of Reseller, provided however that Reseller explicitly grants Distech a perpetual license to use that information for the purposes of allowing Distech to satisfy its obligations under this Agreement and the Distech Product Terms and for the purposes of providing the Customer with information about Distech's products and services.

9.3. Trade Secrets and Confidential Information. As used in this Agreement, the term "Trade Secrets" means proprietary information of a Party, its licensors, suppliers, customers, or prospective licensors or customers which falls within the definition of a trade secret under applicable law. As used in this Agreement, the term "Confidential Information" means the information, whether or not reduced to writing, related to the business of either Party or its Affiliates that (a) is disclosed by one Party or its Representatives (as defined below) (the "Disclosing Party") to the other Party (the "Recipient") or observed by the Recipient on the Disclosing Party's premises, and (b) is identified as confidential or with other similar designation(s) by the Disclosing Party, or would otherwise reasonably be understood to be confidential under the circumstances. Confidential Information includes but is not limited to the Customer Materials and all derivatives thereof data (technical and non-technical), formulas, patterns, compilations (including

compilations of customer information), programs (including models), devices, methods (including design methods), techniques, drawings (including equipment drawings), processes, financial information (including sales forecasts), pricing, lists of actual or potential customers or suppliers (including identifying information about those customers), operational information, planning or strategy information, research and development information, information about existing and future products, and information about personnel matters of the Disclosing Party or its Affiliates. Confidential Information also includes information disclosed by a third party that otherwise meets the foregoing definition.

9.4. Exclusions. For purposes of this Agreement, the term "Confidential Information" does not include any data or information which: (a) the Recipient can establish was already known by the Recipient at the time of disclosure hereunder by the Disclosing Party; (b) is or becomes generally known to the public other than as a result of a disclosure by the Recipient; (c) is received by the Recipient from a third party, without restriction on disclosure, and without breaching any obligation of confidentiality about which the Recipient knew or should have known; or (d) is independently developed by the Recipient without use or reliance on, directly or indirectly, of Confidential Information received from Disclosing Party, as demonstrated from the written records of the Recipient.

9.5. Confidentiality and Non-Use of Confidential Information. Each of the Parties hereto and its Representatives (a) must use the same care and discretion as it employs with its own confidential and proprietary information (but in no event less than reasonable care and discretion) to maintain in confidence, and prevent disclosures of, the Confidential Information of the other Party, and (b) must not use the Confidential Information of the other Party except to further the business relationship or as otherwise specifically authorized in writing by the Disclosing Party. Under no circumstances, except as expressly set forth below, shall the Recipient reproduce, distribute or otherwise provide, directly or indirectly, any Confidential Information of the other Party to any person or entity outside of this Agreement without the consent of the Disclosing Party. Each Party understands that in addition to its obligations to the other Party under this Agreement, it may not use any Confidential Information of the other Party in violation of any applicable securities laws governing insider trading, including without limitation, the security laws of the United States of America and, if different, the Applicable Jurisdiction. Each Party understands and will inform its Representatives that such laws prohibit any person, directly or indirectly, from buying or selling securities of any company while in possession of material non-public information regarding that company.

9.6. Period for Protection. With respect to Confidential Information that is not a Trade Secret, the obligations under this Section shall continue during the term of this Agreement and for a period of two (2) years thereafter. With respect to Confidential Information that is a Trade Secret, the obligations under this Section shall continue for as long as the information remains a Trade Secret under applicable law.

9.7. Permitted Disclosures. Disclosures of the Confidential Information of the Disclosing Party may be made only to Affiliates, employees, agents, advisors or independent contractors of the Recipient who are directly involved in performing or evaluating the business relationship, and who have a specific need to know such

information, and who are obligated to hold the information in confidence and otherwise to comply with the terms of this Agreement (collectively for the purposes of this Section 8, "Representatives"). The Recipient agrees to instruct each of its Representatives to maintain the confidentiality of all the Confidential Information and shall be liable for any unauthorized disclosures of Confidential Information by the Recipient's Representatives. Neither Party shall directly or indirectly contact, or discuss this Agreement, with any person who is not a designated Representative of the other Party.

9.8. Mandatory Disclosure. If Confidential Information is required to be produced by law, court order or governmental authority, the Recipient must promptly notify the Disclosing Party of that obligation. The Recipient shall not produce or disclose any such Confidential Information until the Disclosing Party has (a) requested protection from the court or other legal or governmental authority issuing the process (with the reasonable assistance of the Recipient at the Disclosing Party's expense) and the request has been denied, (b) consented in writing to the production or disclosure of such Confidential Information, or (c) taken no action to protect its interest in the Confidential Information within ten (10) business days (or such shorter period required by order of a court or other legal or governmental authority) after receipt of notice from the Recipient of the obligation to produce or disclose. Notwithstanding the foregoing, the Recipient shall only disclose such portion of the Disclosing Party's Confidential Information which the Recipient is advised by counsel is required for the Recipient to comply with law.

10. Insurance.

10.1. Insurance Obligations. At all times during the term of this Agreement, and for a period of at least five (5) years thereafter with respect to general liability and products liability and errors and omissions coverage, Reseller shall maintain in full force and effect insurance of the kind and amounts generally carried by reasonably prudent resellers 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 omission liability coverage, with limits of not less than \$3,000,000 per wrongful act; (c) if Reseller or its agents shall have access to any Distech 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 Reseller who perform activities in fulfillment of Reseller'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 Distech's premises or used in satisfaction of Reseller's obligations hereunder).

10.2. Requirements. All insurance policies other than the errors and omissions coverage shall be required to be carried by Reseller, 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 Reseller 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 Distech Brands Lighting, Inc. as additional insureds as their interests may appear under such policies. Reseller will furnish to Distech certificates showing the coverages required by this Agreement prior to execution of the Agreement and 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. Reseller shall, prior to the effective date of any such cancellation, replace such insurance with insurance satisfactory to Distech and furnish Distech with certificates evidencing such replacement insurance, within ten (10) days of such cancellation. Notwithstanding any limitation on liability contained herein, Distech's right to file claims and be compensated under these insurance policies shall only be limited by the terms of the policies themselves.

11. Indemnification.

11.1. By Distech Generally. Except for Infringement Claims, Distech (the "Indemnifying Party") shall indemnify, defend and hold harmless Reseller and its officers, directors, employees and agents (each, an "Indemnified Party") against any and all liabilities (including, but not limited to, losses, damages, expenses and reasonable attorneys' fees) arising from any claim brought by an unrelated third party alleging injury to the extent arising out of (a) the negligence or willful misconduct of Distech, its officers, directors, employees and agents, (b) the failure of a Product to operate in accordance with the warranties set forth in the respective Distech Terms, or (c) Distech's violation of any warranty under Section 12.1.

11.2. By Reseller Generally. Except for Infringement Claims, Reseller (the "Indemnifying Party") shall indemnify, defend and hold harmless Distech and its officers, directors, employees and agents (each, an "Indemnified Party") against any and all liabilities (including, but not limited to, losses, damages, expenses and reasonable attorneys' fees) arising from any claim brought by an unrelated third party alleging injury to the extent arising out of (a) the negligence or willful misconduct of Reseller, its officers, directors, employees and agents, or (b) the failure of any Non-Distech Products sold or offered by Reseller, or (c) Reseller's violation of any warranty under Section 12.2.

11.3. By Distech for Infringement. For claims that the Products or Marks, as delivered, violate a trademark, copyright, patent, or privacy right of any unrelated third party (an "Infringement Claim"), Distech (the "Indemnifying Party") shall defend, or at its option settle, and pay all costs and damages awarded in any final judgement entered against Reseller and its officers, directors, employees and agents (each, an "Indemnified Party") with respect to any such infringement in any such proceeding, or pay any agreed upon costs of settlement.

11.4. By Reseller for Infringement. For claims that anything supplied by Reseller to Distech under this Agreement or used by Reseller to perform its obligations under this Agreement violates a trademark, copyright, patent, or privacy right of any unrelated third party (an "Infringement Claim"), Reseller (the "Indemnifying Party") shall defend, or at its option settle, and pay all costs and damages awarded in any final judgement entered against Distech and its officers, directors, employees and agents (each, an "Indemnified Party") with respect to any such infringement in any such proceeding, or pay any agreed upon costs of settlement.

11.5. Infringement Exclusions. An Indemnifying Party shall be relieved of its indemnification obligations for any Infringement Claim which arises from or is alleged to arise from a modification of the allegedly infringing item by anyone other than the Indemnifying Party; or the use of the allegedly infringing item in combination with intellectual property not approved by the Indemnifying Party; or an allegedly infringing item which was delivered pursuant to the Indemnified Party's requirements; or the Indemnified Party's use of the allegedly infringing item in a way not in accordance with any accompanying documentation; or the continued use of the Product after the Indemnified Party is advised of the release a replacement or modification which would have rendered the Product non-infringing.

11.6. Infringement Remedies. For any Infringement Claim, the Distech may procure for Indemnified Party the right to continue the use of the allegedly infringing item without interruption or replace or modify the allegedly infringing item to make its use non-infringing while being substantially capable of performing the same function. Should Distech in its reasonable discretion find the forgoing not to be commercially or technologically feasible, Distech shall accept return of the allegedly infringing item and refund the purchase price. This Section 11 states the entire liability of the Parties and each Party's sole remedy with respect to any claim for infringement.

11.7. Indemnification Requirements. Any indemnification obligation arising under this Section shall be subject to the following requirements the Indemnified Party promptly provides the Indemnifying Party written notification of the assertion of any claim, except that the Indemnifying Party shall only be relieved of its obligation to indemnify to the extent that the failure or delay of such notice prejudices the Indemnifying Party; and the Indemnified Party provides reasonable support in aiding the Indemnifying Party in any defense to a claim, at the Indemnifying Party's cost; and the Indemnifying Party has sole control over the defense or settlement of any claim, provided that neither Party shall agree to any settlement that places any financial or public burden upon the other Party.

12. Warranty and Disclaimers.

12.1. Distech Warranties. Distech represents and warrants that (a) Distech has all authority necessary to enter into this Agreement, grant all licenses hereunder, and that Distech is not subject to any restriction that would prevent Distech from performing its obligations hereunder, (b) Distech shall be solely responsible for any warranties it makes to Customers as set forth in the Distech Terms, (c) when performing professional services for a Customer, Distech shall do so in a professional and workmanlike manner upon Reseller, and (d) Distech shall comply with all laws applicable to it and its performance of its obligations under this Agreement.

12.2. Reseller Warranties. Reseller represents and warrants that (a) Reseller has all authority necessary to enter into this Agreement, grant all licenses hereunder, and that Reseller is not subject to any restriction that would prevent Reseller from performing its obligations hereunder, (b) Reseller shall be solely responsible for any warranties it makes to Customers (other than those contained in the Distech Terms) and shall not represent or otherwise suggest otherwise to Customers, (c) Reseller shall perform its obligations hereunder in a professional and workmanlike manner that will not reflect negatively upon Distech or the Products, (d) Reseller shall comply with all laws applicable to it and its performance of its obligations under this Agreement, including without limitation ensuring that Reseller has all rights to provide data or information to Distech before doing so, and (e) Reseller shall not allow the Products or the data gained therefrom to be exported, used, transshipped, or re-exported in violation of any applicable export laws.

12.3. Disclaimer. OTHER THAN AS SET FORTH IN THIS SECTION 12, NEITHER PARTY MAKES ANY WARRANTIES WHATSOEVER AND DISTECH PROVIDES THE PRODUCTS AND MARKS ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, THE PARTIES HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, COURSE OF DEALING, COURSE OF PERFORMANCE, AVAILABILITY, USAGE OF TRADE, ACCURACY OF INFORMATIONAL CONTENT AND SYSTEM INTEGRATION.

13. Limitation of Liability.

13.1. No Remote Damages. IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES OR SUB-RESELLERS BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES FOR LOSS OF DATA, GOODWILL, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2. Cap and Time Limit. THE MAXIMUM AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY, CUMULATIVELY WITH ITS AFFILIATES, FOR ANY AND ALL CLAIMS UNDER THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, SHALL BE THE GREATER OF THE SUM OF THE AMOUNTS RECEIVED BY DISTECH UNDER THIS AGREEMENT OVER THE TWELVE (12) MONTH PERIOD LEADING UP TO THE DATE THE CAUSE OF ACTION OR TEN THOUSAND DOLLARS, WHICHEVER IS GREATER. NO ACTION ARISING OUT OF THIS AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE DATE THE CAUSE OF ACTION HAS ACCRUED.

13.3. Carve Outs. Sections 13.1 and 13.2 shall not apply to claims by either Party for violation of that Party's intellectual property rights, obligations of confidentiality, or indemnification obligations.

14. Term and Termination.

14.1. Term. This Agreement shall commence on the Effective Date and shall remain in effect for one (1) year thereafter unless

terminated earlier in accordance with this Agreement. This Agreement may be renewed upon written agreement of the Parties.

14.2. Termination for Breach. This Agreement may be terminated at any time by either Party in the event of any breach by the other Party that continues unremedied for a period of ten (10) business days following written notice thereof.

14.3. Effect of Termination. Upon termination or expiration of the Agreement, all rights granted to Reseller hereunder shall cease, and Reseller shall immediately cease the use of all Products and Marks, as provided in Section 6.5, and promptly return or destroy all copies thereof in Reseller's possession. For the sake of clarity, termination or expiration of this Agreement shall have no effect on any otherwise valid obligation owed by either Party to a Customer (e.g., an obligation to provide technical support) which was in existence as of the date of termination or expiration, and the Parties will continue to work in good faith to fulfill those obligations. Notwithstanding anything to the contrary contained herein, any provisions which, by their nature, are intended to survive any expiration or termination of this Agreement shall so survive, including Sections 1, 4, 5, and 9 - 15.

14.4. No Termination Compensation. The Parties agree that neither Party will be liable to the other for any compensation, reimbursement, costs, or damages, including the loss of prospective profits, investments, inventory, and the like, as a result of terminating this Agreement in accordance with its terms. Reseller has no expectation and has received no assurances that its business relationship with Distech will continue for any specified time beyond the term, that any investment in promotion of the Products will be recovered or recouped, or that it will receive any anticipated amount of profits by virtue of this Agreement.

15. Miscellaneous.

15.1. Assignment. Assignment. Reseller may not assign (by contract, merger, consolidation, operation of law, change of majority control, or otherwise, collectively a "Corporate Event") this Agreement or any rights or obligations hereunder without Distech's prior written approval, which shall not be unreasonably withheld. Distech shall have the right to assign this Agreement to an Affiliate or in conjunction with a Corporate Event upon written notice to Reseller, provided however that Reseller shall have the right to terminate this Agreement upon notice to Distech of its objection to such assignment within thirty (30) days of receiving Distech's notice. This Agreement shall be binding upon and inure to the benefit of all successors and assigns. Any assignment in violation of this Section shall be void ab initio and of no effect.

15.2. Notices. All notices or approvals hereunder shall be in writing and sent by certified or registered mail, postage prepaid, return receipt requested (or similarly evidenced overnight delivery), and shall be deemed to have been given upon receipt. In all cases, such notices for Reseller shall be provided to the address set forth on the Cover Page and for Distech they shall be addressed to the attention of [Distech to pick recipient], with a copy sent to General Counsel, Acuity Brands Lighting, Inc., 1400 Lester Rd NW, Conyers, GA 30012. Either Party may change its address for such communications by giving notice thereof.

15.3. Equitable Relief. Each Party agrees that irreparable injury to the other Party may result in the event of that Party's failure to

comply with Sections 12.1 or 12.2, any license granted hereunder (including without limitation any license to the Marks), or obligation of confidentiality under Section 9, and that the full amount of the damages that would be incurred as a result of any such breach would be difficult to ascertain. Accordingly, each Party hereby agrees that, in the event of any such breach, threatened breach, or the occurrence of events which, in the reasonable opinion of the Party likely to be aggrieved, would be likely to result in such breach, that Party shall be entitled to seek injunctive relief or an order restraining such breach or threatened breach and/or compelling the performance of obligations which, if not performed, would constitute such a breach. Such action may be pursued in any jurisdiction regardless of Section 15.4, shall not require either the posting of any bond, any proof regarding the inadequacy of monetary damages or an opportunity to cure.

15.4. Governing Law, Venue. This Agreement shall be governed in accordance with and interpreted under the laws of the Province of Quebec, Canada without giving effect to its choice of law provisions. Any action hereunder shall be brought in a court of competent jurisdiction located in Montreal, Canada. Both Parties hereby submit to the exclusive jurisdiction of such courts and waive any objection to jurisdiction or venue in any such proceeding. Neither the provisions of the U.C.C. nor U.C.I.T.A. shall apply to this Agreement. The prevailing Party in any arbitration proceeding or litigation hereunder shall be entitled, in addition to such other relief as may be granted, to recover reasonable attorneys' fees and the costs incurred in connection with arbitration or litigation under this Agreement.

15.5. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement shall supersede all prior or contemporaneous understandings, agreements, representations, or other communications between the Parties, oral or written, regarding its subject matter. A court of competent jurisdiction that finds any part of this Agreement to be unenforceable shall attempt to craft an acceptable replacement provision that most closely matches the intent of the Parties, or, if unwilling or unable to do so, strike the offending provision without invalidating the rest of this Agreement. This Agreement may be executed in counterparts all of which when taken together will constitute one single agreement between the Parties. This Agreement may be amended only in a written document signed by authorized representatives of both Parties.

15.6. Language. Language. The parties hereto have expressly agreed that this Agreement and any related documents be drafted in English. Les parties ont expressément convenu que la présente convention et tous les documents qui s'y rapportent soient rédigés en anglais.