

ACUITY BRANDS PREVIEW TERMS

These Acuity Brands Preview Terms govern Customer's use and acceptance of the Products as identified in a mutually executed Cover Page to a Preview Agreement ("Agreement") incorporating these Acuity Brands Preview Terms therein. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE AVAILABLE FOR PREVIEW ONLY, ARE NOT AVAILABLE FOR GENERAL SALE, AND THAT THE PRODUCTS COME WITH NO GUARANTEE OR WARRANTY OF ANY KIND. Capitalized terms have the meaning defined herein and in the associated Cover Page executed and incorporating these terms. In the event of a conflict between the mutually executed Cover Page and these Acuity Brands Preview Terms, the Cover Page will prevail.

1. **Evaluation.** Provider (defined below) agrees to make the Products available to Customer (as defined in the Cover Page) and Customer agrees to install, test, and use the Products only in the Test Locations, only for the Testing Period, only in accordance with documentation (the "Documentation") provided by the Acuity Brands entity identified in the Cover Page ("Provider"), and only for internal business purposes. Customer agrees to (i) not use the Products for any high-risk or fail-safe applications involving safety to persons, property, or the environment, (ii) remove the Products from its facilities and systems and return the Products to Provider at the end of the Testing Period, and (iii) unless otherwise expressly stated herein, bear all costs associated with installing and removing the Products, including updates and replacements provided during the Testing Period.
2. **Software.** To the extent the Products include software ("Software"), the Software is available in object code form only under a non-exclusive, non-transferable, and limited use license solely for the duration of the Testing Period.
3. **Software as a Service.** To the extent the Products include remote access to software hosted by Provider ("Services"), the Services are available to Customer on a non-exclusive, non-transferable, and limited use basis, throughout the Testing Period, to remotely use the functionality provided by the Provider-hosted Services.
4. **Software and Software as a Service Additional Provisions.** To the extent the Products include Software or Services, the following applies to the Software and Services included in the Products:
 - a. Customer and any user of the Products for or through the Customer ("Authorized Users") shall not introduce any virus or other malicious software into Provider systems or attempt to harm or damage Provider's systems in any way.
 - b. **Customer's Data.** With respect to data that Customer or its agents enter into the Products or which Provider may access through its provision of the Products for Customer, Customer is solely responsible for the content of such data and will obtain all licenses and permissions needed to provide and/or license Customer's Data to Provider to enable Provider to perform its obligations hereunder. Customer represents and warrants to Provider that providing and/or licensing Customer's Data to Provider under this Agreement will not violate any applicable law or right of any third party. Provider is not acting as a disaster recovery provider for Customer and will not be liable for the loss or replacement of Customer's Data. Customer is solely responsible for costs or liability incurred due to unauthorized use or access through Customer's or its Authorized Users' account credentials or systems. The parties agree that Provider's Privacy Statement found at <https://www.acuitybrands.com/privacy-statement> will apply to Customer's Data where applicable.
 - c. **License to Customer's Data.** Customer licenses Provider the right to utilize Customer's Data to: (a) perform its obligations under this Agreement and to allow Provider to develop, test, and provide the Products and underlying software and Documentation; (b) use Customer's Data to contact Customer regarding other products and services that Provider may offer on its own behalf or on behalf of others (c) extract from Customer's Data certain information that, either alone or in conjunction with other information can be used to make up anonymized and aggregated data sets which Provider may use for any lawful purpose in perpetuity.
 - d. **Security.** Customer will take all commercially reasonable measures, including implementing and maintaining appropriate and up-to-date anti-virus and similar processes, procedures and tools to avoid transmitting malicious software through Customer's systems or into Provider's systems, networks or devices.
 - e. If the Products require Customer to utilize usernames and passwords, Customer will use all reasonable means to secure its usernames and passwords and maintain appropriate technical and organizational measures to comply with industry standard practices regarding security and secure facilities and systems from and through which the Products are accessed. Customer will immediately notify Provider and update usernames and passwords if Customer knows or reasonably suspects that either has been compromised.
5. **Limitations and Support.** Provider shall not be obligated to provide access to any other programs, workflows, or functionality not explicitly identified in this Agreement. Provider support services are as identified under the Support section in the Cover Sheet and are provided solely at Provider discretion.
6. **Testing and Feedback.** Customer agrees to test the Products according to the Test Criteria (if any defined in the Cover Page) and to comply with all reasonable requests Provider might make of Customer to test the Products even if such requests are in addition to the Test Criteria (provided that such requests impose only incidental costs upon Customer and do not disrupt Customer's operations) and provide Provider with feedback about the Products. Customer agrees that Provider shall have the right to use, without attribution or compensation to Customer, any feedback that Customer provides to Provider to improve, enhance, or modify the Products. Customer agrees that all feedback and results of tests are for Provider's use only and Customer shall not share the results with any third party without Provider's prior written consent.
7. **End of Period.** Unless agreed otherwise by the parties in writing, upon expiration or termination of the Testing Period, Customer shall cease using the Products and return the products to Provider within a reasonable time (not to exceed seven (7) business days) at Customer expense. Notwithstanding the forgoing, Customer shall not be obligated to delete copies of Products contained in computer backups that Customer has created in the ordinary course of business provided that Customer agrees that it shall promptly delete the Products if such backups are ever restored.
8. **Ownership.** Customer acknowledges and agrees that, as between Customer and Provider, all worldwide right, title and interest in and to the Products, plus all related materials (including all modifications, alterations and enhancements thereto) and all test data created by Customer's use of the products (the "Testing Data"), including in all cases all intellectual property rights, are and shall remain the exclusive property of Provider.

Provider reserves all rights not explicitly granted to Customer under this Agreement.

9. **Confidentiality.** If Customer and Provider have entered into a separate confidentiality agreement (“NDA”), then that document will supersede this Section 9, provided that the parties agree that the term of that NDA shall be automatically extended to be coterminous with the Testing Period. Customer acknowledges and agrees that the Products, and all software, Documentation and other information related thereto or disclosed or delivered to Customer in relation to the evaluation under this Agreement represent Provider’s confidential and proprietary information. Provider acknowledges and agrees that the information entered into the Products by or on behalf of Customer represents Customer’s confidential and proprietary information. Each party agrees to keep the other’s confidential and proprietary information secret by exercising the necessary care required to prevent its disclosure and to only use that information in furtherance of the rights and obligations expressly authorized by this Agreement. Such obligations with respect to information deemed “trade secrets” under applicable law will remain in effect for as long as the information remains a trade secret. Obligations with respect to information that is not deemed to be a trade secret will remain in effect throughout the Testing Period and for a period of three (3) years thereafter. Should either party be subject to subpoena or public disclosure laws that require that party to disclose Confidential Information, if allowable by law that party will notify the other party of any orders or requests for disclosure of Confidential Information within a reasonable period so as to allow the other party to challenge such disclosure if the other party should choose to do so. The party challenging disclosure shall be responsible for any costs associated with such challenge. Confidential Information does not include information that: (i) becomes publicly known through no wrongful act of the receiving party; (ii) a party received from a third party who did not breach confidentiality obligations to Provider or its suppliers; or (iii) is developed independently.
10. **Restrictions.** Customer agrees that it will not, nor permit or authorize any third party to: (a) copy, modify, adapt, make derivative works of, distribute or sublicense the Products or Documentation, (b) disassemble, decompile, reverse engineer, or make any other attempt by any means to discover or obtain the source code for any software included in the Products except as may be expressly permitted under applicable law, or (c) remove any copyright or other proprietary notices from the Products.
11. **Disclaimer.** PROVIDER, ITS AFFILIATES AND SUPPLIERS (COLLECTIVELY, THE “PROVIDER PARTIES”) MAKE NO WARRANTIES WHATSOEVER AND PROVIDE THE PRODUCTS AND DOCUMENTATION ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, THE PROVIDER 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. COMPANY EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE PRODUCTS IS AT COMPANY’S RISK. PROVIDER DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR ANY THIRD PARTY PRODUCTS OR SERVICES.
12. **Products Disclaimer.** Customer acknowledges that the Products are not yet ready for commercial release and may not function in full accordance with their Documentation, that they are provided under this Agreement for evaluation only, and that any commercial release may differ in material respects from the Products. Customer agrees and acknowledges that the Products are a tool which is to only be used by an individual of appropriate training and expertise as an adjunct to their professional judgment. Such individual will be solely responsible for reviewing all data put into and all data extracted from the Products to ensure that it meets all applicable professional standards and legal requirements as well as Customer’s needs and intent.
13. **Use of Affiliates and Subcontractors.** The parties recognize that each party may perform some or all of its obligations, or exercise its rights, under this Agreement through such party’s affiliates or subcontractors, provided, however, that each party has and will remain responsible for performance by its affiliates and subcontractors and shall cause its affiliates and subcontractors to comply with all applicable provisions of this Agreement. Any breach of any provision of this Agreement by any affiliate or subcontractor of a party shall be deemed a breach hereof by such party, with such party being liable hereunder with respect to such breach as if such party itself had breached this Agreement.
14. **Limitation on Damages.** EXCEPT IN CASE OF BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL THE PROVIDER PARTIES OR COMPANY 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. THE MAXIMUM AGGREGATE AND CUMULATIVE LIABILITY OF THE PROVIDER PARTIES AND COMPANY FOR ANY AND ALL CLAIMS UNDER THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, SHALL BE THE GREATER OF THE SUM OF THE FEES RECEIVED BY PROVIDER OVER THE TERM OR ONE HUNDRED DOLLARS (\$100).
15. **Termination.** Either party may terminate this Agreement upon written notice to the other.
16. **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 shall be provided to the address set forth on the Cover Page, provided that for Provider they shall be addressed to the attention of the General Counsel. Either party may change its address for such communications by giving notice thereof.
17. **Governing Law, Venue.** This Agreement shall be governed in accordance with the Governing Law, without regard to choice of law principles. Any dispute, controversy, or claim between Provider and Customer arising out of or relating to this Agreement or its breach, termination, or validity, if not settled by mutual good faith negotiations will be resolved by final and binding arbitration administered by the Tribunal in accordance with the Tribunal’s then-current arbitration rules. The seat for arbitration will be the Venue, and all proceedings will be in English. For purposes of this Agreement, “Governing Law” means the laws of New York (USA), “Tribunal” means the International Centre for Dispute Resolution, and “Venue” means New York, New York (USA).
18. **Compliance with Laws and Export Rules.** Customer will be solely responsible for ensuring that Customer’s use of the Products and Documentation, and Customer’s Data is in full compliance with all applicable laws and without violation of the rights of third parties. Without limiting the forgoing, Customer represents and warrants that the Products 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, or other Governing Law (as set forth above), 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, or similar list maintained within the country of Provider's domicile (if not the USA), as each may be amended from time to time. Further, Customer acknowledges and agrees that it has not taken, and will not take, any actions that may subject Provider or any of its officers, directors or employees, or related parties to liability under the UK Bribery Act 2010, the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§78dd-2, the Corruption of Foreign Public Officials Act (Canada), or any other applicable laws relating to combating bribery or official corruption.

19. **Language.** It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. If Customer is in Canada, the following applies: Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.
20. **Entire Agreement.** This Agreement, together with its Cover Page and NDA (if applicable), 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, including the terms of any license agreement included in access pages associated with the Products and Documentation. 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. Customer may not assign this Agreement or any rights or obligations hereunder. Any assignment in violation of this Section shall be void ab initio. Sections 8 – 21 shall survive any expiration or termination of this Agreement.

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