Current Lighting Solutions, LLC

25825 Science Park

Beachwood, OH 44122 USA.

Customer License Agreement Between
CURRENT LIGHTING SOLUTIONS, LLC
and **Customer**

IMPORTANT:

CURRENT (DEFINED BELOW) AND ITS AFFILIATES, PROVIDES THE APPLICATION SERVICES AND/OR SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH THEM. BY USING OR ACCESSING THE APPLICABLE SERVICES OR SOFTWARE (AS THOSE TERMS ARE DEFINED BELOW) CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CURRENT WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO CUSTOMER AND CUSTOMER MUST NOT USE OR ACCESS THE APPLICATION SERVICES OR SOFTWARE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY APPLICATION SERVICES OR SOFTWARE THAT CUSTOMER DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF CURRENT'S APPLICATION SERVICES OR SOFTWARE.

This agreement ("Agreement") contains the terms and conditions that govern access to and use of the Application Services and Application Services Content (as defined below) and is an agreement between Current Lighting Solutions, Current Lighting Solutions, LLC ("Current"), located at 1975 Noble Road, Bldg. 335, Office 1241, Cleveland, Ohio 44112 and its Affiliates, and the entity entering into this Agreement ("Customer"). By clicking 'accept,' or using the Application Services and/or Software, Customer agrees to the terms of this Agreement. If Customer does not have authority to enter into this Agreement, or if Customer does not agree with its terms, do not click 'accept' and do not use the Application Services or Software. Each of Current and Customer is, individually, a "Party", and are collectively, the "Parties."

1. DEFINITIONS

The capitalized terms used in this Agreement shall have the meaning given to them below. Words imparting the singular shall also include the plural and vice versa, as the context requires. The term "Agreement" shall mean, collectively, this Customer License Agreement and all appendices attached hereto.

1.1   **"Acceptable Use Policy"** is defined in Section 3.6 and Appendix A.

1.2 "**Affiliate**" means, with respect to a Party, an entity that controls, is controlled by, or is under common control with such Party, where control means ownership, directly or indirectly, of 50% or more of the voting shares of the subject entity or the right to appoint a majority of the board of directors of the subject entity.

1.3 "**API**" means an application program interface, including any Documentation, necessary for Customer to access the Application Services and data obtained by using the Application Services.

1.4 "**Application Services**" means the hosted applications and web service APIs provided by Current through Customer's account, acquired under a separate order with Current, together with Support Services. Application Services may include Software.

1.5 "**Authorized User(s)**" means the individuals Customer authorizes to access the Application Services, including Customer's employees or third parties that access the Application Services solely on Customer's behalf for Customer's internal operations.

1.6 "**Confidential Information**" of a Party means all of a given Party's information and documentation disclosed to or accessed by the other Party in connection with this Agreement that is marked (or, if disclosed other than in writing, designated at the time of disclosure) as "confidential" or with a similar designation, including any information developed by reference to or use of the other Party's Confidential Information. Current's Confidential Information includes Current's software, APIs, the Application Services, and the Software. "Confidential Information" does not include information that:(a) is independently developed by the receiving Party, as demonstrated by the recipient's written records, without violating the disclosing Party's proprietary rights; (b) is or becomes publicly known (other than through unauthorized disclosure); (c) is disclosed by the owner of such information to a third party free of any obligation of confidentiality; (d) is already known by the receiving Party at the time of disclosure, as demonstrated by the receiving Party's written records, and the receiving Party has no obligation of confidentiality other than pursuant to this Agreement; or (e) is rightfullyreceived by the receiving Party free of any obligation of confidentiality.

1.7 "**Content**" means data, information, documentation, and software.

1.8 "**Current Services**" means, collectively, the Application Services, Software, Documentation, or any of the hosted services provided or made available to Customer hereunder.

1.9 "**Customer Content**" means Content (a) that Customer or Customer's Authorized Users runs, causes to interface with the Application Services, (b) Customer uploads, or otherwise transfers, processes, uses, or stores in connection with Customer's account, or (c) that Current collects from Customer or Customer's Authorized Users.

1.10 **"Documentation"** means the user guides, quick reference guides, and other technical and operations manuals and specifications for the Application Services and Software, as such docu mentation may be updated by Current from time to time and made available to Customer.

1.11 **"Intellectual Property"** means patents, trade secrets, trademarks, trade names, service marks, mask works, works ofauthorship, copyrights, and applications for any of the foregoing, know-how, confidential information, and any other intellectual property rights therein, throughout the world.

1.12 **"Open Source Software"** means any software that is distributed as "free software," "open source software" or under a similar licensing or distribution model, including without limitation the GNU General Public License (GPL) (including the GNU Affero GPL License), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL) and the Apache License.

1.13 **"Software"** is defined in Section 4.1.

1.14 **"Support Services"** means any technical support provided by Current, pursuant to Current's then-current fees and policies.

1.15 **"Third Party Services"** are defined in Section 3.13.

1.16 **"Third Party Software"** is defined in Section 4.3.

2 SCOPE
2.1 **Scope**. This Agreement sets forth the terms and conditions that govern Customer's use of the Application Services provided under Customer's account.

3 CURRENT SERVICES
3.1 **General**. Current shall provide Customer with remote access to the Application Services for the license term as set forth in the corresponding purchase order or order form. Customer agrees to use the Application Services and Documentation solely in accordance with this Agreement.

3.2 **Customer's Account.** Customer may provide Customer's name and email information to Current to generate credentialsfor Customer to access the Application Services. Customer's credentials can be used to access Customer's account,including Customer's Content, and to make changes to Customer's account.

3.3 **Use by Authorized Users**. Customer may allow third parties to use the Current Services solely on Customer's behalf for Customer's internal operations. Customer is responsible for ensuring that

all Authorized Users comply with the terms of this Agreement and Customer is liable for any breach of this Agreement by Customer's Authorized Users. To the extent permitted by applicable law, Customer must ensure that third parties using the Application Services on Customer's behalf bring all claims related to the Application Services through Customer and waive all claims directly against Current related to those claims. Customer is responsible for all activities that occur under Customer's account, regardless of whether the activities are undertaken by Customer, Customer's Authorized Users and, except to the extent caused by Current's breach of this Agreement, Current and its Affiliates are not responsible for unauthorized access to Customer's account. Customer will contact Current immediately if Customer believes, or has reason to believe, an unauthorized person may be using Customer's account or if Customer's account information is lost or stolen.

3.3 **Application Services Warranty**. Subject to the exclusions and restrictions described in this Agreement, for a period of one (1) year from the date the Application Services are made available to Customer, Current warrants that the Application Services will substantially conform to Current's documentation generally provided with the Application Services. Upon Customer's prompt written notification to Current during the warranty period of Current's possible breach of this warranty, to the extent permitted by applicable law, Current will, as its sole option, (i) make commercially reasonable efforts to provide a correction or technical support resolution to a reproducible error in the Application Services; or (ii) issue Customer a refund for any prepaid and unused subscription fees paid by Customer for the Application Services. THIS PARAGRAPH CONSTITUTES CURRENT'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, FOR BREACH OF THE WARRANTY SET FORTH HEREIN.

3.4 **Software Warranty**. For a period of ninety (90) days from delivery of the Software to Customer, Current warrants that it will use commercially reasonable skill and care to provide the Software in accordance with the Documentation. Upon Customer's prompt written notification to Current during the warranty period of Current's possible breach of this warranty, to the extent permitted by applicable law, Customer's sole and exclusive remedy is, at Current's option, either repair or replacement of the Software or a refund of the fees paid for the Software for the period in which the Software did not comply.

3.4 **DISCLAIMERS**. WITHOUT LIMITING OTHER DISCLAIMERS IN THIS AGREEMENT, CURRENT SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY, CONDITION OR OTHER IMPLIED TERM AS TO MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR THAT THE SOFTWARE OR APPLICATION SERVICES WILL OPERATE FREE FROM ERROR, INTERRUPTION, OR DISRUPTION, INCLUDING, WITHOUT LIMITATION, DUE TO CYBER-ATTACKS, MALICIOUS OR OTHERWISE, ROM INTERRUPTIONS IN INTERNET CONNECTIVITY (INCLUDING DELAYS OR PACKET LOSS), OR THAT THE SOFTWARE WILL DETECT ANY PARTICULAR FAILURE, FAULT, OR CONDITION, OR PROVIDE ANY PARTICULAR DEGREE OF ADVANCE WARNING OF AN IMPENDING FAILURE, FAULT OR CONDITION OF THE

CUSTOMER EQUIPMENT.

3.5   **Changes**. Current may change, discontinue, or deprecate any of the Current Services (including any portion thereof)or change or remove features or functionality of the Current Services or revise the applicable Documentation. Without limiting the generality of the foregoing, Current may change, terminate, or discontinue all or a portion of an Current Services if required by changes in Current's relationship with a third-party provider or licensor; if required to comply with law or requests or government entities; if providing the Current Services could create a substantial economic or technical burden or material legal or security risk; or if Current determines that use of the Current Services by Customer or the provision of the Current Services to Customer is prohibited or impractical due to a legal or regulatory reason. Current may change, discontinue, or add to the Current Services from time to time by posting a notice to the web site where such Current Services are described. If such changes have a materially adverse effect on Customer's use of the Current Services, Customer may notify Current in writing, and Current may propose resolutions or work-arounds. If Current is unable to provide Customer with a resolution or work-around reasonably satisfactory to Customer, then Customer may terminate its license to the affected Current Services upon written notice to Current and receive a refund for any un used portion of the prepaid fee for the Current Services, calculated from the effective date of termination of the license.

3.6   **Use Limitations**. Current may enforce the Acceptable Use Policy stated in Appendix A of this Agreement and any other document including any usage limitations by technical or resource restrictions. Customer shall use the Current Services solely for its internal business purposes as permitted by this Agreement and shall not, nor permit any Authorized User or third party to, license, sublicense, sell, resell, rent, lease, transfer, assign, publish, disclose, distribute, time share or otherwise commercially exploit the Current Services or make the Current Services available to any third-party, other than as expressly permitted by this Agreement. Further, Customer will not intentionally: (i) interfere with the Current Services, other customers' access to the Application Services, or with its security; (ii) cause an unusual spike or increase in Customer's use of the Application Services that Current determines negatively impacts its operating capability; (iii) facilitate the attack or disrupt the Application Services, including denial of service ("DoS") attacks, unauthorized access, pen testing, monitoring crawling, or distribution of malware (including but not limited to viruses, Trojan horses, worms, time bombs, spyware, adware, or cancelbots); (iv) submit any information that is not expressly required and/or contemplated in the applicable Documentation; or (v) use the Current Content with third party products or service offerings that Current has not identified as compatible with the Current Services, extract Current Content or provideCurrent Content to a third party.

3.7   **Suspension**. Current may suspend Customer's right to access or use any portion or all of the Application Services upon notice to Customer if Current determines that Customer's use of or registration for the Application Services: (i) is unlawful, fraudulent, or prohibited by law, (ii) poses a security threat to the Application Services, Current, Current's Affiliates, or any third-party, (iii) may

adversely impact the integrity of the Application Services or the systems or Content of any other customer, (iv) may subject Current, Current's Affiliates, or any third-party to liability, (v) violates the Acceptable Use Policy, related limitations documents, or acts in a manner inconsistent with Customer's responsibilities as set forth in Sections 3.8, 3.9 and 4.5, or (vi) exceeds the scope of use authorized by Current. Current may also suspend Application Services if Customer is more than 30 days overdue on any payment obligation under this Agreement. Current shall use commercially reasonable efforts to re-establish Application Services after Current determines the cause of the suspension has been resolved. Any suspension under this paragraph shall not excuse Customer's payment obligations under this Agreement.

3.8 **Current Security.** Current shall use reasonable efforts to implement appropriate measures designed to secure Customer Content against accidental or unlawful loss, access, or disclosure.

3.9 **Customer's Responsibilities.** 3.9.1 Customer Content and Equipment. Customer is solely responsible for the ccuracy, quality, development, content, operation, maintenance, and use of Customer Content, including the means by which Customer acquired Customer Content, and Customer equipment. Customer is responsible for securing all necessary rights and permissions to provide Customer Content to Current and to use Customer Content with the Current Services. For example, Customer is solely responsible for:

    3.9.1.1 the technical operation of Customer Content;

    3.9.1.2 compliance of Customer Content with the Acceptable Use Policy, related limitations documents, and applicable Documentation;

    3.9.1.3 compliance by Customer with all applicable laws, executive orders, administrative rules and regulations, safety standards, ordinances, and court orders in using the Current Services;

    3.9.1.4 any third-party claims relating to the Customer Content;

    3.9.1.5 the operation, control, conditions, use, and maintenance of Customer equipment and ensuring that Customer's computer systems and equipment meet the current technical requirements for the Application Services; and

    3.9.1.6 the accuracy, completeness, and timeliness of Customer Content.

3.10 **Customer Security**. Customer is responsible for properly configuring and using the Current Services and taking Customer's own steps to maintain appropriate security, integrity, and backup of Customer Content, which may include routine archiving of Customer Content and the use of encryption technology to protect Customer's Content and credentials to the Current Services. Customer's credentials (which may include username, passwords, tokens, certificates, keys, and

pins) for accessing the Current Services are for Customer's internal use only and Customer may not share or disclose them to any other entity or person, except that Customer may disclose Customer's credentials to Authorized Users. Customer is responsible for any use of Customer's credentials and for notifying Current immediately of any breach of security related to Customer's credentials. Customer is responsible for complying with any security requirements published by Current or communicated to Customer for securing Customer Content in connection with use of the Current Services. Customer shall not take any action to circumvent any security feature or attempt to exceed authorized access to the Current Services or its related systems or networks; interfere with or disrupt the integrity or performance of the Current Services or the data contained therein; or send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs. If Customer becomes aware of any violation of the foregoing by an Authorized User, Customer shall immediately terminate such Authorized User'saccess to Customer's account and notify Current.

3.11 **Connectivity**. Customer is solely responsible for providing internet connectivity for Customer's facilities and Customer equipment as necessary to access and use the Application Services (including all ISP charges). Current does not and cannot control the flow of data to or from the Application Services infrastructure and other portions of the internet. Customer acknowledges that such flow depends in large part on the performance of internet services provided or controlled by third parties, and at times, actions or inactions of such third parties can impair or disrupt Customer's connections to the internet (or portions thereof).

3.12 **Third-Party Services.** If specified on Current's web sites for the Current Services, third-parties may offer independent services, including hosted application services ("Third-Party Services"), directly to Customer under a separate agreement, and Customer's acceptance of such offers will constitute a separate agreement solely between Customer and the third-party provider thereof. If Customer subscribes to Third-Party Services, Customer consents to Current sharing with the third-party provider: (i) Customer contact and account information, (ii) Customer Content in connection with Customer's use of the Third-Party Services, and (iii) additional information, if any, disclosed in writing to Customer in connection with the Third-Party Services. Current shall have no warranty, support, maintenance, or other obligations or liability under this Agreement with respect to such Third-Party Services.

4   SOFTWARE

4.1 **Scope**. As used herein, the term "Software" shall mean certain computer software and related documentation that is provided to Customer through Customer's account by digital download or on physical media for Customer's installation on Customer's computer, including any updates or upgrades provided by Current pursuant to Support Services ordered by Customer. As used here in, the term "Software" excludes the Application Services as well as any software, application, or platform hosted by or on behalf of Current and provided as a service.

4.2 **Licenses**. Subject to Customer's pre-payment of all applicable subscription or license fees and

compliance with this Agreement, Current grants to Customer a perpetual, limited, non transferable, nonexclusive license to use the Software provided to Customer through Customer's account for Customer's internal business use. Customer must comply with any license scope or usage limitations (such as named Authorized User, concurrent Authorized User, processor, server, site, facility, or asset-based limitations) contained in a purchase order or order form, as well as in this Agreement. Customer shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or commercially exploit the Software, or make the Software available to any third party, other than as expressly permitted by this Agreement.

4.3   **Support Services**. Customer may order Support Services for the Software. Support Services generally consist of Software updates and/or other annual technical support services Customer may order. If ordered, annual Support Services (including first year and all subsequent years) are provided under Current's Support Services policies in effect at the time the services are provided. Support Services policies are subject to change at Current's discretion; however, Current will not materially reduce the level of services provided for supported Software during the period for which fees for Support Services have been paid. Support Services shall renew automatically unless Customer provides Current with thirty (30) days written notice prior to the renewal date. Current reserves the right to desupport its Software or particular versions of its Software. Customer will be notified in advance when Current determines that a Software program is to be desupported.

4.4   **Separately Licensed Software**. Some software may be supplied to Customer under a separate license agreement, including open source software ("Third-Party Software"). Customer's use of such Third-Party Software will be governed by such separate license agreements. Current shall have no warranty, support, maintenance, or other obligations or liability under this Agreement with respect to such Third-Party Software.

4.5   **Beta and Trial Versions.** Beta versions of Software may contain bugs, errors, or other issues. If Current provides Customer access to generally-available Software for limited, temporary trial use, Customer's use is permitted for the period limited by the license key or by Current in writing. If there is no period identified, any trial use will expire thirty (30) days after the product is available to Customer. Notwithstanding the foregoing, Current, in its discretion, may end the beta or trial at any time, at which point, Customer will no longer have access to any related data, information, and files, and Customer should immediately cease any further use. Furthermore, beta and trial products are provided "AS-IS" without support or any express or implied warranty or indemnity for any problems or issues, and Current will not have any liability relating to Customer's use of such Software.

4.6   **Customer Responsibilities**. Customer shall be solely responsible for:
4.6.1 properly installing, configuring, and using the Software in accordance with applicable documentation,
4.6.2 providing any hardware, equipment, and physical infrastructure necessary to run the

Software,

4.6.3 providing any third-party software not included in the Software,

4.6.4 compliance with applicable laws related to the use, storage, or processing of Customer Content,

4.6.5 the proper operation, control, and maintenance of Customer equipment monitored by the Software, and

4.6.6 applying patches, bug fixes, upgrades, and updates of the Software or third-party software.

4.7 Return or Destruction. Upon the expiration of the license term, or its earlier termination in accordance with this Agreement, Customer shall certify, at Current's written request, the deletion or return of all copies of Software in Customer's possession.

5   CUSTOMER REPRESENTATIONS AND WARRANTIES

Customer represents and warrants that it has all rights and consents necessary to disclose Customer Content to Current and to permit Current to use the Customer Content to perform Current's obligations hereunder.

6   OWNERSHIP

6.1 **Current Intellectual Property**. All right, title and interest in the Current Services and Current Content, including any support services provided in connection with Customer's use of the Current Services, any other materials, equipment or information, whether written or otherwise, furnished or made available hereunder by Current and all Intellectual Property rights in each of the foregoing, belong to and are retained solely by Current or its licensors as applicable except those limited rights and licenses expressly granted to Customer by this Agreement.

6.2 **Customer Content**. As between Customer and Current, Customer retains all rights, title, and interests in and to Customer Content. Customer further agrees that Current and its Affiliates may use information derived from Customer Content or generated by the Current Services to maintain, protect, create, develop, and improve the Current Services and other Current products and services, to the extent permitted by applicable law, and such creations, developments, and improvements shall belong to Current. Customer hereby grants to Current a limited, non-exclusive, royalty-free, worldwide license to use the Customer Content and perform all acts with respect to the Customer Content as may be necessary for Current to provide the Current Services to Customer, produce processed data, and otherwise perform Current's obligations under this Agreement. To the extent that receipt of the Customer Content requires Current to utilize any account information from a third-party service provider, Customer shall be responsible for obtaining and providing relevant account information and passwords, and Current hereby agrees to access and use the Customer Content solely for Customer's benefit and as set forth in this Agreement.

6.2.1 Aggregated Statistics and Processed Data. Notwithstanding anything else to the contrary in this

Agreement, Current may monitor Customer's use of the Application Services and use Customer Content in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Application Services ("Aggregated Statistics"). Customer acknowledges that Current will be compiling Aggregated Statistics based on Customer Content, processed data, and information input by other customers into the Application Services. Customer agrees that Current may: (a) make Aggregated Statistics publicly available, (b) use processed data for creating, improving and modifying Current products and services and (b) use such information to the extent and in the manner required by applicable law or regulation and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Customer or Customer's Confidential Information.

6.3 **Reserved Rights**. Customer acknowledges that the Current Services are protected by the copy right, patent, trade secret, trademark, and/or other Intellectual Property laws of the United States and other countries. As between Current and Customer, Current (or its Affiliates and licensors) owns and reserve all Intellectual Property rights in the Current Services.

6.4 **Restrictions**. Customer shall not, directly or indirectly, and Customer shall not permit any Authorized User or third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Current Services; (b) modify, translate, or create derivative works based on any element of the Current Services; (c) use the Current Services for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer and Authorized Users without the explicit written approval of Current; (d) remove any proprietary notices from the Current Services; (e) publish or disclose to third parties any evaluation of the Current Services without Current's prior written consent; (f) use the Current Services for any purpose other than its intended purpose or otherwise contrary to the Documentation or applicable license; (g) interfere with or disrupt the integrity or performance of the Current Services; (h) introduce any Open Source Software into the Current Services; (i) attempt to gain unauthorized access to the Current Services or the related systems or networks; (j) access or use the Current Services in a way intended to avoid incurring fees or to exceed usage limits or quotas, or (k) remove, alter, or obscure any product notices, trademarks, or proprietary notices that accompany the Current Services, or authorize or assist others to do any of the foregoing.

6.5 **Suggestions**. Customer authorizes Current and its Affiliates to use feedback and ideas Customer provides in connection with Customer's use of the Current Services for any purpose.

6.6 **Current Developments and Improvements**. All inventions, works of authorship and developments and all Intellectual Property therein conceived or created by or on behalf of Current, whether solely or jointly with Customer, including without limitation, in connection with Current's perfor mance of any services provided by Current in connection with the Current Services, shall be the sole and exclusive property of Current ("Current Developments"). Customer further agrees that

any improvements, modifications and enhancements to Current Services and all Intellectual Property rights therein conceived or created by Customer shall be the sole and exclusive property of Current ("Improvements"). Customer agrees to and hereby assigns to Current (and shall cause its Affiliates, employees, consultants and agents to assign to Current) all right, title and interest in and to such Current Developments and Improvements, including without limitation all the Intellectual Property rights therein, without the necessity of any further consideration.

6.7 **Further Assurances**. To the extent any of the rights, title and interest in and to Current Developments or Improvements or Intellectual Property rights therein cannot be assigned by Customer to Current, Customer agrees and hereby grants (and shall cause its Affiliates, employees, consultants and agents to grant) to Current an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest in an unrestricted manner. To the extent that the foregoing assignment and license are not enforceable, Customer agrees (and shall cause its Affiliates, employees, consultants and agents) to waive and never assert against Current those non-assignable and non-licensable rights, title and interest. Customer agrees (and shall cause its Affiliates, employees, consultants and agents to agree) to execute any documents or take any actions as may reasonably be necessary, or as Current may reasonably request, to perfect ownership of the Improvements and Current Developments. If Customer is unable or unwilling to execute any such document or take any such action, Current may execute such document and take such action on Customer's behalf as Customer's agent and attorney-in-fact. The foregoing appointment is deemed a power coupled with an interest and is irrevocable.

7   CONFIDENTIALITY

7.1 **Non-Disclosure and Non-Use**. A Party receiving Confidential Information (the "Receiving Party") shall not directly or indirectly, at any time, without the prior written consent of the Party disclosing such Confidential Information (the "Disclosing Party"), use or disclose the Confidential Information or any part thereof for any use other than necessary for the performance of the Receiving Party's obligations under this Agreement or as otherwise expressly permitted by this Agreement. The Receiving Party shall use reasonable efforts, but not less than those efforts it uses to protect its own information of a similar nature, to avoid disclosure, dissemination, or unauthorized use of the Confidential Information of the Receiving Party. Upon reasonable request of the Disclosing Party, the Receiving Party will either return, delete or destroy all Confidential Information of the Disclosing Party and certify the same.

7.2 **Compelled Disclosure**. If the Receiving Party is requested by a governmental authority to disclose any Confidential Information, it shall promptly notify the Disclosing Party, to the extent permitted by law, to permit the Disclosing Party to seek a protective order or take other appropriate action, and shall assist in such activities. The Receiving Party shall only disclose that part of the Confidential Information as is required by law to be disclosed and the Receiving Party shall use commercially reasonable efforts to obtain confidential treatment therefor.

7.3 **Injunctive Relief.** In addition to any other rights and remedies under this Agreement or at law, the Receiving Party acknowledges and agrees that, due to the nature of the Confidential Information, its confidentiality obligations to the Disclosing Party under this Agreement are of a unique character and agrees that any breach of such obligations may result in irreparable and continuing damage to the Disclosing Party for which there may be no adequate remedy in damages and accordingly the Disclosing Party shall be authorized and entitled to seek injunctive or other equitable relief.

8 INDEMNIFICATION

8.1 **By Customer**. Customer shall defend and indemnify Current, Current's Affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim concerning: (a) Customer's or any of its

Authorized Users' use of the Current Services; (b) Current's use of, or access to, Customer

Content or the combination of Customer Content with other applications, content, or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Customer Content or by the use, development, design, production, advertising, or marketing of Customer Content; (c) a dispute between Customer and any Authorized User; or (d) personal injury and/or property damage alleged to be caused by Customer's use of Current Services to manage Customer Content, software, services, or equipment.

9 LIMITATIONS OF LIABILITY

9.1 CURRENT, INCLUDING ITS AFFILIATES AND LICENSORS, SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, BUSINESS OR BUSINESS INTERRUPTION, USE, GOODWILL, DATA, OR COSTS OF SUBSTITUTE GOODS OR SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE APPLICATION SERVICES PROVIDED HEREUNDER. CUSTOMER IS SOLELY RESPONSIBLE FOR, AND BEARS ALL RISKS ASSOCIATED WITH THE CONTROL, OPERATION, AND USE OF CUSTOMER EQUIPMENT.

9.2 NOT WITHSTANDING ANYTHING TO THE CONTRARY, NEITHER CURRENT NOR CURRENT'S AFFILIATES, LICENSORS, OR RESELLERS SHALL BE LIABLE FOR CUMULATIVE, AGGREGATE DAMAGES GREATER THAN AN AMOUNT EQUAL TO THE AMOUNTS PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE PERIOD OF TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

9.3 **Essential Purpose**. Customer acknowledges that the terms in this Section 9 (Limitations of Liability) shall apply to the maximum extent permitted by applicable law and shall apply even if an exclusive or limited remedy stated herein fails of its essential purpose.

10   TERM AND TERMINATION

10.1   **Term**. The term of this Agreement will commence on the effective date of the corresponding purchase order or order form, and will remain in effect for one (1) year, unless otherwise set forth in the corresponding purchase order or order form, and shall remain in effect thereafter and shall automatically renew for a successive one year renewal period unless either party gives the other at least ninety (90) days' prior written notice of its intent to terminate at the end of the initial term or any then-current renewal term. Except as otherwise provided herein, each renewal term will renew in accordance with Current's then-applicable terms and fees.

10.2   **Termination.**

10.2.1 **For Breach**. Either Party may terminate this Agreement for a material breach by the other Party, whichbreach is not cured within thirty (30) days of written notice provided to the breaching Party, or which breach isincapable of being cured.

10.2.2 **For Insolvency**. A Party may terminate this Agreement upon notice to the other Party if the other Party becomes insolvent, makes an assignment for the benefit of creditors, has a receiver or trustee appointed, or is the subject of a proceeding under bankruptcy or insolvency law that is not dismissed within thirty (30) days of the filing date thereof.

10.2.3 **Effect of Expiration or Termination**. The expiration or termination of this Agreement shall terminate the licenses granted, and Current Services provided hereunder or agreed in writing. Customer must cease any further use of the Current Services (and destroy any copies of Software within Customer's control). Upon any termination for Current's material breach of the Agreement, Current will refund to Customer any prepaid fees covering the period from the effective date of termination to the end of the license term. Upon Current's termination for Customer's material breach of the Agreement, Customer will pay any unpaid fees covering the period from the effective date of termination to the end of the license term. Upon any termination or expiration of this Agreement, the following Sections survive: 6 (Ownership), 7 (Confidentiality), 8 (Indemnification), 9 (Limitations of Liability), 10 (Term and Termination), and 11 (Miscellaneous).

11   MISCELLANEOUS

11.1   **Performance by Current**. Current shall have the right to use subcontractors and Affiliates to perform its obligations under this Agreement, and in such event, Current shall remain responsible to Customer for such obligations.

11.2   **Force Majeure**. Current shall not be liable for delays or nonperformance due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of Customer, prerequisite work by others, acts of civil or military authority, government priorities, changes in laws or regulations, fires, strikes or other labor disturbances, floods, epidemics, war, terrorism, riot, delays in transportation or car shortages, or inability to obtain or delay in obtaining suitable labor, materials, government permits, or facilities. In the event of any such delay, the time of performance shall be extended for a period equal to the time lost by reason of the delay, or if performance

is rendered impossible, Current shall be excused from performance. In the event Current is delayed by conditions caused by Customer or by prerequisite work by other

contractors or suppliers of Customer, Current shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

11.3 **Independence**. Current and Customer are independent contractors, and neither Party, nor any of their respective Affiliates, is an agent, partner, or joint-venturer of the other for any purpose or has the authority to bind the other.

11.4 **No Third-Party Beneficiaries**. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a Party to this Agreement.

11.5 **Export**. The Current Services, products, technology and services are subject to U.S. and local export control laws and regulations. Current and Customer each will comply with such laws and regulations governing use, export, re-export, and transfer of such Current Services, products and technology and will obtain all required U.S. and local authorizations, permits or licenses.

11.6 **Language**. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

11.7 **Severability and Interpretation**. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect. Any invalid or unenforceable portions shall be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion shall be severed from this Agreement, but the rest of the Agreement shall remain in full force and effect. Section headings are used for convenience only.

11.8 **Notices**. Current may provide any notice required or permitted to be given to Customer under this Agreement by sending a notice to the mailing or email registered by Customer with Current for receipt of notices, as may be updated by Customer from time to time upon notice to Current. Notices to Current may be provided as follows: By personal delivery, overnight courier, or U.S. Postal registered or certified mail: Current Lighting Solutions, LLC Current Lighting Solutions, LLC a Delaware limited liability company, 1975 Noble Road, Bldg. 335, Office 1241, Cleveland, Ohio 44112, Attention: General Counsel.

11.9 Assignment. Customer may not assign its rights or delegate its obligations under the terms of this Agreement to any third party, whether voluntarily or by operation of law or otherwise (including in connection with any merger or acquisition involving Customer), without the prior written consent of Current, such consent not to be unreasonably withheld, and subject to Customer paying any applicable transfer or set-up fees. Any purported assignment or transfer in violation of this section shall be void. Subject to the foregoing restrictions, this Agreement will bind and benefit the parties and their successors and permitted assigns.

11.10 **Entire Agreement**. This Agreement is the entire agreement between Customer and Current regarding the subject matter of this Agreement. This Agreement supersedes all prior or

contemporaneous representations, understandings, agreements, or communications between Customer and Current, whether written or oral, regarding the subject matter of this Agreement.

11.11 **Modifications to this Agreement**. As Current's business evolves, Current may modify this Agreement upon reasonable notice to you. Changes to the Agreement will only apply to orders and renewals received or effectuated after the date of the modification.

11.12 **Waivers**. The failure of a Party to enforce any provision of this Agreement shall not constitute a present or future waiver of such provision or limit a Party's right to enforce such provision at a later time. All waivers must be in writing and signed by the Party issuing the waiver.

11.13 **Choice of Law**. This Agreement shall be governed by the laws of the State of Delaware, without reference to its conflict of laws provisions. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

11.14 **U.S. Government End Users**. The Current Services are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to FAR 12.212 and DFARS 227.7202. All U.S. Government end users acquire the Current Services with only those rights set forth in this Agreement. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

Revision Date September 29, 2020

APPENDIX A
ACCEPTABLE USE POLICY

This Acceptable Use Policy (this "Policy") provides a description of the prohibited uses of the Application Services provided by Current according to the terms of the Agreement entered into between Customer and Current that references this Policy. Terms not defined in this Policy shall have the meanings ascribed to them in the Agreement.

1. No Illegal, Harmful, or Offensive Content.

1.1 Customer and Authorized Users shall not use, or encourage, promote, facilitate, or instruct others to use the Current Services for any illegal, harmful, or offensive use, or to transmit, store, display, distribute, or otherwise make available content that is illegal, harmful, or offensive.

1.2 Prohibited activities include, but are not limited to, the following:

1.2.1 any activities prohibited by any law, regulation, government order, or decree, including advertising, transmitting, or otherwise making available gambling sites or services or

disseminating, promoting, or facilitating child pornography;

1.2.2 activities that may be harmful to others, our operations, or our reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (for example, get-rich-quick schemes, Ponzi orpyramid schemes, phishing, or pharming) or engaging in other deceptive practices;

1.2.3 content that infringes or misappropriates the intellectual property or proprietary rights of others;

1.2.4 content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable; and

1.2.5 content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, or other malware.

2. No Security Violations.

2.1 Customer and Authorized Users must comply with, and may not work around, any technical limitations in the Current Services that only allow Customer or Authorized Users to use the Current Services in certain ways.

2.2 Customer and Authorized Users may not download or otherwise remove copies of software or source code from the Current Services unless explicitly authorized.

2.3 Customer and Authorized Users may not use the Current Services to violate the security or integrity of any network, computer, or communications system, software application, or network or computing device (each a "System").

2.4 Prohibited activities include, but are not limited to, the following:

2.4.1 accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System;

2.4.2 monitoring of data or traffic on a System without permission; or

2.4.3 forging TCP-IP packet headers, email headers, or any part of a message describing such message's origin or route. This prohibition does not include the use of aliases or anonymous remailers.

3. No Network Abuse.

3.1 Customer and Authorized Users may not use the Current Services to make network connections to any users, hosts, or networks unless Customer or such Authorized User has permission to communicate with them.

3.2 Prohibited activities include, but are not limited to, the following:

3.2.1 monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled;

3.2.2 inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective;

3.2.3 interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques;

3.2.4 operating network services like open proxies, open mail relays, or open recursive domain name servers; or

3.2.5 using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

4. No Message Abuse.

4.1 Customer and Authorized Users shall not distribute, publish, send, or facilitate the sending of un solicited mass emails, messages, promotions, advertising, solicitations, or other spam, including commercial advertising and informational announcements.

4.2 Customer and Authorized Users shall not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission.

5. Monitoring and Enforcement.

5.1 Current reserves the right, in its sole discretion, to investigate any violation of this Policy or any misuse of the Application Services by Customer, Authorized Users, or any third party.

5.2 Current may, in its sole discretion, remove, disable access to, or modify any content or resource that violates this Policy, the Agreement, or any other agreement with Customer related to the Current Services.

5.3 Current may report any activity that Current, in its sole discretion, believes to be in violation of any law or regulation to law enforcement officials, regulatory bodies, or other appropriate third parties. Current's reporting for such purpose may include disclosing appropriate Authorized User or account information. Such reporting may also include providing network and systems information related to violations of this Policy.

6. Reporting; DMCA Notice.

6.1 If you become aware of any violation of this Policy, Customer must promptly notify Current and provide Current with any requested assistance to mitigate, stop, or remedy such violation.

6.2 To report any violation of this Policy, or to otherwise contact Current with respect to acceptable uses of the Current Services, Customer may use the following contact information:

(i) by email to compliance@current.com; or

(ii) by personal delivery, overnight courier or registered or certified mail to Current Lighting Solutions, Current Lighting Solutions, LLC ("Current"), a Delaware limited liability company, 25825 Science Park, STE 400, Beachwood, OH 44122 USA, Attention: General Counsel.

6.3 Customer is responsible for responding promptly to any request from any third party regarding Customer's or any Authorized User's use of the Current Services, such as a request to take down content under the U.S. Digital Millennium Copyright Act (DMCA) or other applicable laws. Current reserves the right to take down content hosted by Current to comply with the safe harbor requirements of the DMCA or for any reason permitted by the Agreement or required by law. If Customer wishes to provide Current with a counter notice, Customer may notify Current in accordance with the counter notice provisions of the DMCA at the contact information above in Section 6.2.

7. General.

7.1 Examples described in this Policy are not exhaustive.

7.2 Current may modify this Policy at any time by giving notice to you or by making such modifications available on Current's website or through the software provided as part of the Current Services.

7.3 Customer shall comply with, and shall cause Authorized Users to comply with, this Policy.

7.4 As between this Policy and the Agreement, if any provision herein conflicts with the Agreement, the Agreement shall control.

Revision 9/29/2020