

END-USER LICENSE AGREEMENT FOR Pathscape SOFTWARE

Set out below are the terms and conditions under which you (either an individual or a single business entity, collectively referred to as "You" or "Your") are permitted to use the software product identified above in the title of this Agreement, which includes computer software and, as applicable, associated media, printed materials and "on-line" or electronic documentation (the "Software Application"). Carefully read all the terms and conditions of this agreement before using the Software Application. BY USING THE SOFTWARE APPLICATION, OR BY CLICKING THE "I AGREE" OR SIMILAR ICON, OR BY INSTALLING OR COPYING THE SOFTWARE APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LEGAL AGREEMENT BETWEEN ACUITY BRANDS LIGHTING, INC. ("ACUITY") AND YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE OR INSTALL OR COPY THE SOFTWARE APPLICATION.

1.0 Ownership

The Software Application is proprietary to Acuity and its licensors, and is protected under applicable copyright and/or trade secret laws. All right, title and interest in and to the Software Application shall remain with Acuity and its licensors. This Agreement does not constitute a sale of the Software Application, but only conveys to You a limited right to use the Software Application in accordance with the terms of this Agreement. Acuity and its licensors own and retain all worldwide rights, title, copyright and other interests, in and to the Software Application including, without limitation, all source code, object code, executable code, libraries and audio, video, text, and graphical representation (screen layout). This Software Application is protected by copyright laws and other international treaty provisions. Therefore, You must treat the Software Application like any other copyrighted material, subject to the provisions of this Agreement. Any supplemental software code provided to You as part of an upgrade shall be considered part of the Software Application and subject to the terms and conditions of this Agreement.

2.0 License Grant and Termination

You are granted a limited, revocable, nonexclusive, nontransferable license to use the Software Application in connection with the hardware identified above in the title of this Agreement (the "Hardware"), provided that You have purchased any required license keys from the vendor of the Hardware. If You are a private business rather than an individual, You may authorize the personnel associated with Your business to use the Software Application. No proprietary notices in or on a Software Application shall be altered or removed. You may not rent, lease or lend the Software Application. You may not reverse engineer, decompile, or disassemble the Software Application, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. Your right to use the Software Application shall terminate upon Your failure to comply with any term or condition of this Agreement, and Acuity may suspend or deactivate Your use of the Software Application with or without notice. Upon termination of the licenses granted herein, You must cease all use of the Software Application and destroy the Software Application (including all component parts and copies thereof), and certify to Acuity that all Software Application have been so destroyed. All other rights and obligations set forth herein shall survive termination of the licenses granted herein.

3.0 Additional Terms and Agreement

Use of some third party materials included in the Software Application may be subject to other terms and conditions found in the "Third Party Software Notice and/or Additional Terms and Conditions" located at <http://www.acuitybrands.com/horizoncontrol/legal/thirdparty.pdf>. Such other terms

and conditions will supersede all or portions of this Agreement in the event of a conflict with the terms and conditions of this Agreement.

4.0 Limited Warranty and Disclaimer

THE SOFTWARE LICENSED HEREIN IS LICENSED "AS IS" AND ACUITY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WHICH MIGHT OTHERWISE APPLY TO THE SOFTWARE APPLICATION. ALL WARRANTIES AND CONDITIONS OF ANY KIND, PAST OR PRESENT, WHETHER STATUTORY, COMMON-LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. This warranty gives You specific legal rights, and You may also have other rights that vary from state to state. Acuity does not warrant or represent that the operation of the Software Application will be uninterrupted or error-free, or that any defect within the Software Application will be corrected. Furthermore, Acuity does not warrant nor make any representation regarding the results of Your use of the Software Application in terms of capability, correctness, accuracy, reliability or otherwise, or that the Software Application will meet Your requirements, or that the Software Application is secure. No oral or written information, representation or advice given by Acuity or any representative of Acuity shall create a warranty. ANY LIABILITY OF ACUITY FOR A DEFECTIVE COPY OF THE SOFTWARE APPLICATION WILL BE LIMITED EXCLUSIVELY TO REPLACEMENT OF YOUR COPY OF THE SOFTWARE APPLICATION WITH ANOTHER COPY OF THE SOFTWARE APPLICATION, IF AVAILABLE. YOU ACKNOWLEDGE THAT THIS SECTION SETS FORTH YOUR SOLE AND EXCLUSIVE REMEDY AND ACUITY'S SOLE AND EXCLUSIVE LIABILITY, FOR BREACH OF WARRANTY OR ANY OTHER DUTY.

5.0 Limitations

As the user of the Software Application, You are solely responsible for the selection of the Software Application to achieve Your intended results, for the installation and use made of the Software Application, and for the results obtained from the Software Application. In addition, You are solely responsible for selection of appropriate lighting products and applications. However, You agree to follow the instructions contained in the Software Application or materials provided from time to time in connection with the Software Application, for installation and use of the Software Application. IN NO EVENT SHALL ACUITY, ITS AFFILIATES OR LICENSORS (THE "ACUITY PARTIES") BE LIABLE WHETHER IN CONTRACT OR IN TORT, FOR ANY LOSSES, INJURIES OR DAMAGES OF ANY KIND, TO ANY PERSON OR ENTITY (INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, MULTIPLE, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES WHATSOEVER) ARISING OUT OF OR RELATING TO ANY USE, INABILITY TO USE, CONDITION, PERFORMANCE, DEFECT OR FAILURE IN, OR IMPROPER APPLICATION OF, THE SOFTWARE APPLICATION OR THE RESULTS OF THE SOFTWARE APPLICATION (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS, OR DAMAGES FOR LOST OR CORRUPTED DATA), EVEN IF THE ACUITY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties or limitations on how long a given warranty may last, so the above limitations may not apply to You. The limitations provided in this Agreement are intended to apply to the fullest extent allowable under applicable law. You release and waive all claims against the Acuity Parties, and the directors, trustees, officers, shareholders, employees, agents and representatives of each of the foregoing, from any and all claims, damages, liabilities, costs and expenses arising out of Your use of the Software Application. If You are a California resident, You waive any rights You may have under §1542 of the California Civil Code, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially

affected his settlement with the debtor." You agree to release unknown claims and waive all available rights under California Civil Code §1542 or under any other statute or common law principle of similar effect. To the extent permitted by applicable law, this release covers all such claims regardless of the negligence of the Acuity Parties.

6.0 Export

You acknowledge that the Software Application may be subject to restrictions and controls imposed by the United States Export Administration Act (the "Act") and the regulations thereunder. You agree and certify that neither the Software Application nor any direct product thereof is being or will be acquired, shipped, transferred or re-exported, directly or indirectly, into any country prohibited by the Act and the regulations thereunder or will be used for any purposes prohibited by the same.

7.0 Government Users

The Software Application is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by or on behalf of the United States of America, its agencies and/or instrumentalities is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (c) (1) and (2) of the Commercial Computer-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer for such purposes is Acuity Brands Lighting, Inc., One Lithonia Way, Conyers, Georgia 30012.

8.0 Miscellaneous

This Agreement shall be construed in accordance with the laws of the State of Georgia. You agree that the exclusive jurisdiction for any claim or action arising out of or relating to this Agreement shall be filed only in the state or federal courts located in the state of Georgia, and You further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. This Agreement may not be altered or amended except by a written document signed by an authorized officer of Acuity. You may permanently transfer all of Your rights under this Agreement, provided that You retain no copies, You transfer all of the Software Application (including written materials), and the recipient agrees to the terms of this Agreement. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties and the remainder of this Agreement shall remain in full force and effect. Any cause of action with respect to Software Application must be instituted within one year after the claim or cause of action has arisen or be barred. This Agreement constitutes the entire agreement between You and Acuity with respect to Software Application and supersedes any prior or contemporaneous understandings, representations, statements or agreements, written or oral, regarding the Software Application. No amendment to or modification of this Agreement will be binding on Acuity without Acuity's consent. Acuity may modify the Software Application at any time for any reason. The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived therefrom.

Should You have any questions concerning this Agreement, please send an email to support@pathwayconnect.com.