

Technology Support Plan Master Terms

1 Documents and Terms

1.1 When you purchase a Lutron Technology Support Plan, you and Lutron Services Co., Inc. (“LSC”) are agreeing to the following:

- 1.1.1 these Lutron Technology Support Plan Master Terms (the “Terms”),
- 1.1.2 your Order Form (the “Order Form”), and
- 1.1.3 the Service Support Plan Coverage and Procedures attached to your Order Form or available on Lutron.com (the “Coverage Document”).

Together, those three documents form the entire agreement between you (“Customer”) and LSC (the “Agreement”), and you acknowledge that no other terms and conditions apply, regardless of how and when they were presented to LSC and where they are contained. For clarity, this means that no terms set forth in any Customer vendor portal or purchase order will apply.

1.2 In these Terms, certain words may be capitalized but not defined. Those words have the same meanings as provided in the Coverage Document.

1.3 In these Terms, certain sections of text are set off in boxes and italics, like this:

We recognize that you may not be familiar with Lutron products and services. Lutron is the world’s leading designer and manufacturer of lighting controls and shade products. Lutron lighting controls are designed to be simple and intuitive in use, but that simplicity can mask the complexity and technology that goes into managing and supporting commercial lighting controls systems.

LSC is Lutron’s service division, and our field service representatives are highly skilled and specialized technicians with expertise in diagnosing, programming, and supporting Lutron lighting control systems. Our service representatives have more in common with network engineers than with electricians.

Text in these boxes is provided to explain or provide additional context and does not form a part of these Terms.

2 Invoices and Taxes

2.1 Please note that Plan pricing assumes annual billing in advance. Other billing frequencies may be subject to additional cost.

2.2 Invoices are due and payable either (i) on receipt or (ii) if Lutron has agreed (in its sole discretion) to extend credit, on the payment terms stated on the invoice.

2.2.1 Invoices not timely paid are subject to an interest charge of 1.5% per month on any unpaid balance or the maximum rate allowed by law (whichever is lower), accruing from the invoice due date.

2.2.2 In the case of any good-faith dispute as to the amount due, the Customer must pay all amounts not in dispute.

2.3 Customer agrees that it will not assert any offset or counterclaim against any invoice.

2.4 Customer will be solely responsible for any sales, use and value-added taxes. LSC will invoice for and collect applicable taxes as a separate line item. All payments to LSC will be made without deduction of or withholding for any present or future taxes, levies, duties, or other charges of whatever nature.

3 Warranties and Warranty Disclaimer

The System is composed of numerous electronic components that interact with multiple equipment and systems not provided by Lutron. In addition, the System is designed to allow a degree of user modification and, of course, requires continued electrical power to operate.

As a result, LSC cannot warrant that the System will always operate as desired. LSC does warrant that we will carry out the Services as described (including, of course, our obligation to provide Parts Coverage).

3.1 LSC represents and warrants that it will perform all services set forth on the Order Form and Coverage Document (collectively, the "Services") in a diligent and professional manner and in accordance with applicable industry standards.

3.2 LSC makes no warranty that the System will operate continuously or error free.

3.3 Notwithstanding the foregoing, if LSC is unable to resolve a covered problem within ten support visits, then Customer may terminate the Agreement and LSC will refund all amounts paid for the then-current Plan year.

4 Indemnification and Hold Harmless

4.1 LSC agrees to indemnify, defend, and hold harmless Customer from and against any liability or loss (including reasonable attorneys' fees and other costs of defense) suffered or incurred by Customer as a result of or in connection with any third-party demand, claim, action or proceeding (collectively, "Claims") to the extent arising from (i) personal injury, including death, and/or damage to or destruction of tangible property resulting from the negligence or willful misconduct of LSC, (ii) LSC's gross negligence or willful misconduct, (iii) LSC's material breach of the Agreement, or (iv) any allegation that the provision of Services hereunder violates or infringes upon any registered patent, copyright or trademark of a third party.

4.2 Customer must promptly notify LSC (Attn: General Counsel) of all Claims. LSC will have the exclusive rights to defend, control, settle and compromise any Claim, provided however, that LSC will consult with Customer regarding any settlement or compromise that includes substantive terms beyond a monetary settlement. Further, if LSC assumes the defense of a Claim and Customer desires to retain its own counsel with respect to such Claim, Customer may do so provided such counsel is retained at Customer's sole cost and expense.

4.3 In response to any Claim asserting infringement, LSC may, in its discretion, (i) procure rights for Customer's continued use of the affected Service, (ii) replace or modify the allegedly infringing portion of the Service with a substantially similar non-infringing equivalent or, if neither (i) nor (ii) is commercially feasible, (iii) terminate the Agreement and refund to Customer all amounts paid for the then-current Plan year.

4.4 LSC's obligations in this Section do not apply to any Claim to the extent resulting from (i) Customer's negligence or misconduct or (ii) use of the Services in combination with items not provided by LSC or Lutron.

5 Limitation of Liability

5.1 In no event shall any party hereto be liable for any loss of use, revenue, or profit, or for any incidental, consequential, special, punitive, or exemplary damages in connection with the Agreement even if notice was given of the possibility of such damages and even if such damages were reasonably foreseeable.

5.2 In no event shall LSC's entire, collective liability arising out of or in connection with the Agreement, whether due to breach of contract, tort, or otherwise, exceed the greater of (i) the aggregate fees payable to LSC for the Initial Term and (ii) \$100,000.

5.3 The foregoing limitations shall not apply to LSC's indemnification obligations under Section 4.

6 Term; Termination

6.1 Term: The initial service period is set forth on the Order Form (the "Initial Term"). Following the Initial Term, the service period will automatically be renewed annually (each, a "Renewal Term"), unless either party provides written notice to the contrary at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. LSC reserves the right to modify the Annual Rate and to modify the Coverage Document for any Renewal Term and will provide the Customer with at least thirty (30) days' written notice of such modifications. Systems that are no longer actively sold by Lutron are not eligible for automatic renewal and will therefore terminate at the end of the Initial Term.

Many of our products remain in service for decades, but eventually all good things must come to an end; Lutron does occasionally discontinue a particular product line, and replacement parts and components may cease to be available. In those cases, we may need to discontinue coverage but will only do so after the Initial Term has expired, and we will give advanced notice of the change.

6.2 Termination by Customer: Customer may cancel coverage by providing 30 days' written notice to LSC. Upon termination, LSC will provide a pro-rata refund of any prepaid fees less an early termination fee equal to 10% of the annual rate for each full remaining year. The early termination fee will be offset against the amount of any pro-rata refund of prepaid fees due from LSC.

We understand that needs change and so we give our customers the flexibility to cancel at any time. When we price multi-year plans our customers benefit from a fixed price for the Initial Term: effectively, we offer a discount for a longer commitment. The early termination fee is not intended as a penalty or to discourage termination but permits us to recoup the discount we gave at Plan commencement.

6.3 Termination by LSC: LSC may terminate this Agreement by providing 30 days advance written notice to Customer; in the event of LSC's termination, LSC shall provide a pro-rata refund to Customer.

7 Intellectual Property

Customers seek out our services because they recognize that we have unparalleled skill and know-how when it comes to Lutron products. That know-how is at the core of our business, and what allows us to efficiently and effectively maintain your System.

That said, we strive to continually improve our methods and skills and, if we do develop new methods and skills while servicing your System, we want to be clear that those methods and skills belong to us.

You are of course free to retain and continue to use trip reports, summaries and other routine documents that we may provide you in connection with the Services, and you continue to own any information that you provide to us. And your rights to use any Lutron Software are addressed by the applicable license or subscription agreement, and not these terms.

7.1 The parties do not intend for LSC to create any intellectual property for or on behalf of Customer under this Agreement, and LSC retains all ownership and rights in and to its intellectual property, whether developed while providing the Services or otherwise.

7.2 Notwithstanding the foregoing:

7.2.1 LSC grants Customer a perpetual, irrevocable, fully-paid up license to use for its own internal business purposes, all routine operational documents prepared by LSC and provided to Customer regarding the Services performed.

7.2.2 LSC makes no claim as to Customer's Confidential Information or any materials or information provided by or about Customer, which remain Customer's property.

8 Confidentiality

8.1 Definition. Each party acknowledges that the other party has developed and is the exclusive owner of a substantial body of proprietary or confidential information, including both information that is marked as "confidential" or "proprietary" and information that would reasonably be considered to be confidential or proprietary due to its nature or the context of its disclosure (collectively, "Confidential Information").

8.2 Nondisclosure. Except with the prior written consent of the disclosing party or as specifically provided herein, the receiving party (hereinafter, "Recipient"), as well as its directors, officers, and employees (collectively, "Representatives"), shall not disclose or permit the disclosure to any third party, including, without limitation, Recipient's affiliates, of any Confidential Information which has been or may be given or shown to it, or to which it has been or may be granted access by the disclosing party, its affiliates, or representatives, or which Recipient's Representatives may acquire while on the disclosing party's premises. Recipient shall protect the Confidential Information against disclosure to third parties, using at least the degree of care that Recipient uses to protect its own confidential information, but in no case less than a reasonable degree of care.

8.3 Restricted Use of Confidential Information. Recipient and its Representatives shall use any Confidential Information disclosed to it or them solely for to carry out their respective obligations under this Agreement. Recipient shall limit the dissemination of any Confidential Information to those of its Representatives who need to know such information, and who are informed of their obligation to maintain the confidential nature of such information and limitations on its use. Recipient agrees to be responsible for any breach of this Agreement by its Representatives.

8.4 Permitted Exceptions. Recipient shall be under no obligation with respect to any Confidential Information of the disclosing party that: (i) is or becomes generally available to the public other than as a result of a breach of this Agreement by the Recipient or any of its Representatives; (ii) is known to Recipient or any of its Representatives at the time of disclosure; (iii) was received by Recipient or any of its Representatives after the time of disclosure hereunder on a nonconfidential basis from a third party who Recipient reasonably believes had a legal right to make such disclosure; or (iv) is subsequently developed by Recipient without the use of such Confidential Information.

8.5 Mandatory Disclosures. If Recipient becomes legally compelled (by interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, Recipient agrees to provide the disclosing party with prompt notice of such request(s) so that it may seek an appropriate protective order or other appropriate remedy and/or waive Recipient's compliance with the provisions of this Agreement. If the disclosing party has not obtained a protective order or other remedy within a reasonable period of time after notice by Recipient, or if the disclosing party waives compliance with the provisions of this Agreement, Recipient agrees to furnish only that portion of the Confidential Information that, in the reasonable opinion of Recipient's counsel, is legally required to be furnished.

9 Data Protection and Privacy

We understand that privacy and data security are of critical importance, and Lutron is committed to the security and privacy of our customers' information. Our products are designed with security and privacy in mind. We take security seriously and we follow industry best practices around securing data, monitoring for potential abuse, and updating systems.

With that background, it's important to note that the System and the operational systems LSC uses to support Customer do not require, and are not designed for, the Processing of protected health information, Personal Information (other than routine business contact information), or personal non-public financial information. As a result, we encourage our customers to segregate our lighting controls systems from others that may handle those types of sensitive information.

Finally, note that your use of the System is subject to one or more Lutron privacy notices, available at <https://privacy.lutron.com/us/en>.

9.1 Definitions

- 9.1.1 "Personal Information" means any information LSC processes for Customer that (A) identifies or relates to an individual who can be identified directly or indirectly from that data alone or in combination with other information in LSC's possession or control or that LSC is likely to have access to, or (B) the relevant Privacy and Data Protection Requirements otherwise define as protected personal information.
- 9.1.2 "Privacy and Data Protection Requirements" means all applicable federal, and state laws and regulations relating to the processing, protection, or privacy of Personal Information.
- 9.1.3 "Processing, processes, or process" means any activity that involves the use of Personal Information or that the relevant Privacy and Data Protection Requirements may otherwise include in the definition of processing, processes, or process. It includes obtaining, recording, or holding the data, or carrying out any operation or set of operations on the data including, but not limited to, organizing, amending, retrieving, using, disclosing, erasing, or destroying it. Processing also includes transferring Personal Information to third parties.

9.2 Customer's Responsibilities

- 9.2.1 Before disclosing to LSC or granting LSC with access to its data, Customer must identify in writing any personal, technical, or other data provided or made accessible to LSC that may be subject to heightened protections under applicable privacy, cybersecurity, export control, and/or data protection laws. Customer retains control of the Personal Information and responsible for its compliance obligations under the applicable Privacy and Data Protection Requirements, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to the LSC.
- 9.2.2 Customer is responsible for its network security and is advised to properly segregate lighting control systems from systems processing Customer's personal data and business data. The System, if not properly segregated from other systems, will not meet specialized industry (such as healthcare and financial services industries) data processing requirements.

9.3 LSC's Privacy and Data Protection Commitments

- 9.3.1 If LSC Processes any Personal Information while providing Services, it acts as a "service provider" and is neither a controller nor owner thereof. Accordingly, LSC: (A) will not sell or share any Personal Information received by us under this Agreement; (B) will Process Personal Information only to the extent necessary to perform any Services requested by Customer, and (C) will not retain, use, or disclose Personal Information to another

business, person, or third party, except for the purpose of maintaining or providing the Services or exercising our rights as specified in this Agreement, or to the extent such disclosure is required by law. At Customer's written request, and at Customer's cost, LSC shall reasonably assist Customer in addressing its obligations under Privacy and Data Protection Requirements with regard to privacy rights requests related to your Personal Information held by us, directly resulting from our business relationship with you. LSC reserves the right to decline such a request where, as determined in its sole discretion, the request for assistance could violate or impair a consumer's rights under Privacy and Data Protection Requirements.

- 9.3.2 LSC will at all times: (A) implement appropriate technical and organizational measures designed to safeguard Personal Information against unauthorized or unlawful processing, access, copying, modification, storage, reproduction, display, or distribution, and against accidental loss, destruction, unavailability, or damage; (B) take reasonable precautions to preserve the integrity of any Personal Information it processes and to prevent any corruption or loss of the Personal Information; and (C) promptly advise Customer of any inadvertent disclosure of sensitive information to LSC and work collaboratively to eliminate the sensitive data from LSC's information systems.

10 Compliance with Trade Laws

Each of Customer and LSC represents and warrants to the other that neither it, nor any parent, subsidiary, affiliate, or associated company of it, is (A) included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List and Foreign Sanctions Evaders List administered by the US Department of Treasury's Office of Foreign Assets Control; Denied Parties List, Unverified List or Entity List maintained by the US Department of Commerce's Bureau of Industry and Security; or the List of Statutorily Debarred Parties maintained by the US Department of State's Directorate of Defense Trade Controls, or (B) located in a jurisdiction that is subject to U.S. territorial sanctions, including at the time of this Agreement Cuba, Iran, North Korea, Sudan, Syria, or the Crimea region of Ukraine.

11 Non-Solicitation

We believe that our service representatives are the best at what they do, both because of their exceptional dedication and because we make substantial and ongoing investments in their training. As a result, we ask that our customers not solicit LSC employees that you may meet as a result of this Agreement.

- 11.1 To the maximum extent permitted by applicable law, while this Agreement is in effect, and for twelve (12) months after its expiration or termination, Customer agrees that it shall not directly or indirectly solicit for employment, any employee of LSC with whom Customer has had contact in connection with performance of this Agreement.
- 11.2 The foregoing shall not apply to:
- 11.2.1 Individuals hired as a result of the use of a general solicitation (such as an advertisement, in newspapers, or on radio or television) not specifically directed to the employees of LSC;
 - 11.2.2 LSC employees who independently and on their own initiative pursue employment opportunities with Customer.

12 Safety and Insurance

- 12.1 Your safety requirements: LSC will perform the Services in substantial compliance with any reasonable security and safety instructions of which you have provided us with prior written notice.
- 12.2 Our safety requirements: in addition, we will perform the Services in compliance with our standard safety procedures, which may require that the System be temporarily disabled or that the System, and equipment connected to it, be de-energized.

12.3 During the Term, LSC will maintain and, upon your written request will furnish a certificate of insurance evidencing, the following coverages:

<u>General Liability</u>	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Product & Completed Operations Aggregate	\$1,000,000
Umbrella/Excess	\$5,000,000
<u>Employer's Liability</u>	
Bodily Injury by Accident (each accident)	\$100,000
Bodily Injury by Disease (each employee)	\$100,000
Bodily Injury by Disease (Policy Limit)	\$500,000
<u>Worker's Compensation</u>	
Statutory requirements on Worker's Compensation for all employees.	
<u>Auto Liability</u>	
Each Occurrence (Physical damage self-insured)	\$1,000,000
<u>Cyber/Technology E&O</u>	\$5,000,000

13 Miscellaneous

- 13.1 This Agreement is the complete agreement between Customer and LSC regarding the services provided hereunder and replaces any prior oral or written communications between Customer and LSC regarding such services.
- 13.2 None of LSC's employees or agents may orally vary the terms and conditions of this Agreement.
- 13.3 LSC's failure to exercise, delay in exercising, or single or partial exercise of any right, power, or privilege under this Agreement shall not operate to waive or preclude LSC's right to exercise such rights, power, or privileges.
- 13.4 If any part of this Agreement is held to be invalid or unenforceable, it will not affect the validity or enforceability of the rest of the Agreement. Without further action of the parties, that part will be reformed to the minimum extent necessary to make it valid and enforceable.
- 13.5 Any modification of this Agreement must be signed in writing by authorized representatives of Customer and LSC.
- 13.6 This Agreement may not be assigned by Customer without LSC's prior consent, provided that Customer may assign this Agreement to its parent or a subsidiary upon written notice to LSC.
- 13.7 This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. Customer hereby expressly consents to the exclusive jurisdiction of the Pennsylvania courts to settle any disputes arising from these Terms or the provision of services to Customer.