SECOND AMENDMENT TO AGREEMENT 19-194 BETWEEN THE CITY OF CUPERTINO AND ACUITY BRANDS, INC., FOR BUILDING ENERGY MANAGEMENT PLATFORM

This Second Amendment to Agreement 19-194 between the City of Cupertino and ACUITY BRANDS, INC., is by and between the CITY OF CUPERTINO, a municipal corporation (hereinafter "City") and ACUITY BRANDS, INC., a ("Contractor") whose address is 55 Harrison St., #200, Oakland, CA. 94607, and is made with reference to the following:

RECITALS:

- A. On December 17, 2019, Agreement 19-194 ("Agreement") was entered into by and between City and Contractor for Building Energy Management Platform.
- B. On November 30, 2022, First Amendment ("Agreement") was entered into by and between City and Contractor for Building Energy Management Platform.
- C. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

TERM

1. Paragraph 1 is modified to read as follows:

The term of this Agreement shall commence on December 10, 2019. The term of this Agreement is 5 years, unless the Agreement is terminated prior thereto under the provisions of Section 16, below.

COMPENSATION

2. Paragraph 1 is modified to read as follows:

Software Provider shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed \$227,500.00. The payments specified in this section shall be the only payments to be made to Software Provider for services rendered pursuant to this Agreement. Software Provider shall invoice City according to the following schedule of milestones/ deliverables:

Milestone	Schedule	Amount
Upon execution of this Agreement	Year 1 (Initial Period) <i>December</i> 10, 2019 through <i>December 9,</i> 2020	\$45,500
Year 2 (Renewal 1)	December 10, 2020 through December 9, 2021	\$45,500
Year 3 (renewal 2)	December 10, 2021 through December 9, 2022	\$45,500
Year 4 (renewal 3)	December 10, 2022 through December 9, 2023	\$45,500
Year 5 (renewal 4)	December 10, 2023 through December 9, 2024	\$45,500
	total	\$227,500

City shall pay Contractor within thirty (30) days after receipt of Service Provider's invoice. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days after receipt, and shall explain in writing the reasons why the payment request is not proper.

1. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF CUPERTINO	ACUITY BRANDS, INC.
By	By
Title	Title
Date	Date
APPROVED AS TO FORM	
City Attorney	
ATTEST:	
City Clerk	
Date	

EXPENDITURE DISTRIBUTION

Item	Amount
Original Contract	\$136,500
First Amendment	\$45,500
Second Amendment	\$45,500
Total	\$227,500



Your acceptance of this Formal Quote will create a non-cancellable purchase commitment, effective as of the date this Formal Quote is signed by the duly authorized officer(s) or representative(s) of the Purchaser (the "Effective Date"). Unless otherwise stated in Section F below, this Quotation is governed by, and all terms herein are defined the same as in, the Software as a Service Terms and Conditions which are available at https://www.acuitybrands.com/support/customer-support/terms-and-conditions, incorporated herein by reference.

Contracting Company: City of Cupertino

End User Shipping Address

City of Cupertino 10300 Torre Ave Cupertino, California 95014-3202 United States

Marilyn Paylov

marilynp@cupertino.gov

Company Details

Acuity Brands Technology Services, Inc. 1170 Peachtree Street, NE Suite 2300 Atlanta, GA 30309-7676

US

Wanda Ferraro

wanda.ferraro@acuitybrands.com

Section B: Quote and Expiration Date

Quote Expiration Date 12/8/2023

Order Form # 2310-4150

Section C: Commercial Terms

Initial Term (Years) 1.00

Auto Renewal Term (Years) 0.00

Subscription Start Date 12/10/2023

Non-Renewal Notice days

Annual Price Adjustment 0%

Section D: Payment Method and Terms - First invoice(s) sent upon contract signature with agreed upon payment terms.

Implementation & Hardware Terms Due on Receipt (prior to commencement of services)

Software Subscription Terms Net 30
Payment Method ACH

Invoice Amount Total First Year

Billing Frequency Annual



Section E: Fees and Charges

All amounts are denoted in U.S. Dollars ("USD"). If applicable, the estimated tax amount will be applied on the invoice in addition to the fees and charges noted below. *Taxes are estimated only. Customer agrees to pay the tax rate applicable to the End User Shipping Address if provided, or Billing Address if no End User Shipping Address is provided.

Subscription

Product	Description	Quantity	Total
Atrius Platform	Includes all Atrius Strategic Services, including dedicated Customer Success Manager	1	\$45,500.00
Software Subscription: Building	Facilities included in platform fee up to 17	1	\$0.00
Points: Automated		68	\$0.00
Bill Points: Automated		369	\$0.00

Total Amount Due (First Year Only):

The contract value for the 1.00 year term is \$45,500.00 (tax not included). Implementation Services will commence upon receipt of first payment.

Annual Subscription Cost: \$45,500.00

Implementation Cost: \$0.00

Hardware Cost: \$0.00

*Estimated Tax (Year 1): \$0.00

Total (Year 1): \$45,500.00

Section F: Notes

If Purchase Order (PO) is required it must be delivered to the Company within 15 business days following Effective Date to avoid disruption in current service. The Purchase Order must reference Order Form # 2310-4150

If applicable, I hereby authorize Acuity Brands and its service provider to use my credentials to access my utility account information and use the utility information in connection with my transaction with Acuity Brands.



Date

Section G: Billing Information (customer completes)

PO Required (If yes) PO Number:		Yes / No	
Tax Exempt?		Yes / No	
Billing Address: 10300 Torre Ave Cupertino, California 95014-320 United States	02		
Billing Contact:	IT Billing		
Billing Email:	MarilynM@cupertino.org, ITBilling	g@cupertino.org	
Billing Phone:	(408) 777-3238		
*Electronic remittance informa	tion is provided on the invoice.	Checks are not an accepted pa	ayment method.
IN WITNESS WHEREOF, the Pu Effective Date.	irchaser's duly authorized officer(s) or representative(s) have execu	ted this Agreement as of the
Customer Signature		Acuity Brands Technology Se Signature	rvices, Inc.
Name		Name	
Title		Title	

Date

Contract	No.	

Exhibit B: Insurance Requirements and Proof of Insurance

Proof of insurance coverage described below is attached to this Exhibit, with City named as additional insured.

1. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

Additional Insureds:

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers ("Additional Insureds") are to be covered as additional insureds on Consultant's Commercial General Liability and Cyber Liability policies. General Liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later editions are used).

Primary Coverage:

Coverage afforded to City/Additional Insureds shall be primary insurance. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Software Provider's insurance and shall not contribute to it.

Notice of Cancellation:

Each insurance policy shall state that coverage shall not be canceled or allowed to expire, except with written notice to City 30 days in advance or 10 days in advance if due to non-payment of premiums.

Workers' Compensation:

As required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than \$1,000,000 per occurrence for bodily injury or disease.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Software Provider, its employees, agents, and subconsultants.

General Liability:

For bodily injury, property damage, personal injury liability for premises operations, products and completed operations, contractual liability, and personal and advertising injury with limits no less than \$2,000,000 per occurrence (ISO Form CG 00 01). If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or it shall be twice the required occurrence limit.

- a It shall be a requirement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (i) the minimum coverage/limits specified in this agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.
- b. Additional Insured coverage under Software Provider's policy shall be "primary and non-contributory," will not seek contribution from City's insurance/self-insurance, and shall be at least as broad as ISO Form CG 20 10 (04/13).

Contract	No.	

c. The limits of insurance required may be satisfied by a combination of primary and umbrella or excess insurance, provided each policy complies with the requirements set forth in this Agreement. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect City as a named insured.

Automobile Liability

ISO CA 00 01 covering any auto (including owned, hired, and non-owned autos) with limits no less than \$1,000,000 per accident for bodily injury and property damage.

Cyber Liability:

Insurance, with limits not less than:

\$2,000,000 each occurrence

\$2,000,000 aggregate - all other

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Software Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Software Provider maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Software Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. **ABSENCE OF INSURANCE COVERAGE**.

City may direct Software Provider to immediately cease all activities with respect to this Agreement if it determines that Software Provider fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. At the City's discretion, under conditions of lapse, City may purchase appropriate insurance and charge all costs related to such policy to Software Provider.

3. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION.

A Certificate of Insurance, on an Accord form, and completed coverage verification shall be provided to City by each of Software Provider's insurance companies as evidence of the stipulated coverages prior to the Commencement Date of this Agreement, and annually thereafter for the term of this Agreement. All of the insurance companies providing insurance for Software Provider shall be licensed to do insurance business in the State of California and shall have, and provide evidence of, a Best Rating Service rate of A:VII or above.

Contract No.	Contract	No.	
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4. **SUBCONTRACTORS**

Software Provider shall require and verify that all subconsultants maintain insurance that meet the requirements of this Contract, including naming the City as an additional insured on subconsultant's insurance policies.

5. HIGHER INSURANCE LIMITS

If Software Provider maintains broader coverage and/or higher limits than the minimums shown above, City shall be entitled to coverage for the higher insurance limits maintained by Software Provider.

6. **ADEQUACY OF COVERAGE**

City reserves the right to modify these insurance requirements/coverage based on the nature of the risk, prior experience, insurer or other special circumstances, with not less than ninety (90) days prior written notice.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	SUBROGATION IS WAIVED, subject is certificate does not confer rights to							require an endorsemen	t. A st	atement on
-	DUCER				CONTACT					
McGriff Insurance Services, LLC					NAME: PHONE (ACC NO): (ACC NO):					
3400 Overton Park Drive SE Suite 300					E-MAIL					
	nta, GA 30339				ADDRE		LIDED(S) AEEOE	RDING COVERAGE		NAIC #
					INSURF	R A :Beazley In:	` '			37540
INSU						R B :Indian Harl		-,-		36940
	ty Brands, Inc. Lithonia Way				INSURE			· · · · · · · · · · · · · · · · · ·		
Con	yers, GA 30012				INSURE	:R D :				
					INSURE	RE:				
					INSURE					
CO	VERAGES CER	TIFIC	CATE	NUMBER:XRGNVR9F				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAV INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE B						Y CONTRACT THE POLICIES	OR OTHER I S DESCRIBE	DOCUMENT WITH RESPE	CT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE		SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	COMMERCIAL GENERAL LIABILITY	INSD	WVD	TO STOCK TO THE ST		(11111)	(11111)	EACH OCCURRENCE	\$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
								MED EXP (Any one person)	\$	
								PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
								·	\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$	
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
A B	Cyber/Tech E&O			W1F9A2230701		11/01/2023	11/01/2024	Aggregate Limit of Liability	\$	2,000,000
									\$ \$	
									\$	
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	LES (A	CORD	101, Additional Remarks Schedul	le, may be	e attached if more	e space is require	ad)		
CEI	RTIFICATE HOLDER				CANO	CELLATION				
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	of Cupertino 00 Torre Ave				AUTHO	RIZED REPRESEI	NTATIVE	1/200	,	
10300 Torre Ave Cupertino, CA 95014-3202							Matt (ee		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	SUBROGATION IS WAIVED, subject is certificate does not confer rights to						require an endorsement	. A st	atement on
PRO	DUCER			CO	ONTACT Willis To	owers Watso	on Certificate Center	:	
Wil:	lis Towers Watson Southeast, Inc.			PH	HONE 1 077	-945-7378			-467-2378
	26 Century Blvd			<u> </u>	7C, NO, EXU.			1 000	407 2570
	. Box 305191			ĀĎ	MAIL DDRESS: certific	cates@willi	.s.com		I
Nash	nville, TN 372305191 USA						DING COVERAGE		NAIC#
							re Insurance Company	Of P	19445
INSU Acui	RED ity Brands, Inc.			INS	SURER B: AIU Ins	surance Con	pany		19399
	LITHONIA WAY			INS	SURER C :				
CON	ZERS, GA 300123957			INS	SURER D :				
				INS	SURER E :				
				INS	SURER F :				
CO	VERAGES CER	TIFIC	CATE	E NUMBER: W31015025			REVISION NUMBER:		
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LTR	TYPE OF INSURANCE		WVD			(MM/DD/YYYY)	LIMIT	S	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED	\$	3,000,00
l	CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$	
A		Y					MED EXP (Any one person)	\$	
		1		GL 1728978	09/01/2023	09/01/2024	PERSONAL & ADV INJURY	\$	3,000,00
l	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	50,000,00
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	12,000,00
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	\$	5,000,00
l	X ANY AUTO						(Ea accident) BODILY INJURY (Per person)	\$	
A	OWNED SCHEDULED	Y		AL 4993211	09/01/2023	09/01/2024	BODILY INJURY (Per accident)	\$	
	AUTOS ONLY AUTOS NON-OWNED			1333211	03,01,2023	03,01,2024	PROPERTY DAMAGE		
	AUTOS ONLY AUTOS ONLY						(Per accident)	\$	
	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \							\$	
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	EXCESS LIAB CLAIMS-MADE			38178804	09/01/2023	09/01/2024	AGGREGATE	\$	10,000,00
	DED X RETENTION \$ 25,000						• • DED OTH	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-		
В	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	Y	WC 049154361	00/01/2022	09/01/2024	E.L. EACH ACCIDENT	\$	3,000,00
	(Mandatory in NH)			WC 049134301	09/01/2023	/01/2023 09/01/2024	E.L. DISEASE - EA EMPLOYEE	\$	3,000,00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	3,000,00
PEGG		F0 //	• • • • • • • • • • • • • • • • • • • •						
	CRIPTION OF OPERATIONS/LOCATIONS/VEHICL s Voids and Replaces Previous								
					.,,				
Re:	Building Energy Management as	nd A	Analy	ytics Program.					
Cit	y, its City Council, boards a	nd c	commi	issions, officers, empl	loyees and vol	lunteers a	re included as Addi	tiona	l Insureds
	respects to General Liability				-				
CEI	RTIFICATE HOLDER			C	ANCELLATION				
						DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E Y PROVISIONS.		
	cy of Cupertino cn: Marilyn Pavlov			AU	AUTHORIZED REPRESENTATIVE				

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Cupertino, CA 95014-3202

10300 Torre Ave

Jessica Graham

AGENCY CUSTOMER ID:	
1.00 #.	



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Southeast, Inc.	NAMED INSURED Acuity Brands, Inc. ONE LITHONIA WAY	
POLICY NUMBER	CONYERS, GA 300123957	
See Page 1		
CARRIER	NAIC CODE	
See Page 1	EFFECTIVE DATE: See Page 1	
ADDITIONAL DEMARKS		

See Page 1 EFFECTIVE DATE: See Page 1			
ADDITIONAL REMARKS			
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,			
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance			
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,			

ACORD 101 (2008/01)

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SR ID: 24933566 BATCH: 3200860 CERT: W31015025

SUPPLEMENT TO CERTIFICATE OF INSURANCE

Named Insured: Acuity Brands, Inc. and its subsidiaries

Brands Names:

Aculux	Lithonia Lighting	Pathway Connectivity Solutions
A-Light	Luminaire LED	eldoLED
American Electric	Luminis	IOTA
Lighting		
Cyclone	Mark Architectural	Power Sentry
	Lighting	
Eureka	Peerless Lighting	RELOC Wiring
Gotham Lighting	Verjure	WhiteOptics
Healthcare Lighting	Acuity Controls	QUICKTRONIC
Holophane	Dark to Light	Atrius
Hydrel	Fresco	Distech Controls
Indy	nLight	KE2 Therm
Juno	Sensorswitch	

Acuity Brands, Inc. -- 9/1/2023 - 9/1/2024 Insurance Program Certificates of Insurance Attachment

<u>Insured</u>: Acuity Brands, Inc., including all Subsidiaries

Subsidiaries: Acuity Brands Lighting, Inc.

A to Z Manufacturing LLC

AB BMS B.V.

AB Netherlands Holdings B.V.

ABL IP Holding LLC Acuity Aviation LLC

Acuity Brands BMS B.V. (Netherlands)
Acuity Brands Insurance (Bermuda) Ltd.

Acuity Brands Lighting Canada, Inc.

Acuity Brands Lighting (Hong Kong) Limited
Acuity Brands Lighting de Mexico, S de RL de CV

Acuity Brands Mexico Holdings II LLC Acuity Brands Netherlands B.V. Acuity Brands Services, Inc.

Acuity Brands Technology Services, Inc.

Acuity Mexico Holdings, LLC Acuity Trading (Shanghai) Co. Ltd.

Amerillum, LLC

Arizona (Tianjin) Electronics Trade Co. Ltd.

Arizona Trading Company Ltd.

Castlight de Mexico SA de CV

Distech Controls Facility Solutions, Inc. Distech Controls Energy Services, Inc.

Distech Controls Energy Services (Canada) Inc.

Distech Controls, Inc. Distech Controls SAS eldoLAB Holding B.V.

EldoLED B.V.

EXY Poland sp. Z o.o. (Poland)

Holophane Europe Ltd. Holophane Lighting Ltd. Holophane SA de CV HSA Acquisition, LLC (Ohio)

ID Limited

KE2 Therm Solutions, Inc.

KE2 Connect, LLC Luminaire LED LLC Luxfab Limited (UK) Rockpile Ventures, Inc.

The Luminaires Group Inc. (Canada)
The Luminaires Group USA, LLC

ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/01/2023

forms a part of

Policy No. CA 499-32-11

issued to ACUITY BRANDS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organization's liability arising out of the use of a covered "auto".

- I. SECTION II COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is Insured, is amended to add:
 - d Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contractor agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

87950 (9/14)

POLICY NUMBER: GL 172-89-78

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations	
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

- that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR **CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations	
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

- which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 09/01/2023

forms a part of Policy No. WC 49154361

Issued to ACUITY BRANDS, INC.

By AIU INSURANCE CO

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13 (Ed. 04/84)

Countersigned by

Authorized Representative