

Certified **elitedali**[™] Partner (**CeP**[™]) Agreement

A CeP must:

- ◆ Be a Certified Niagara Partner.
- ◆ Be experienced in DALI® intelligent lighting system commissioning, control and management, or are prepared to invest to become so.
- ◆ Or - currently is a specialist DALI® lighting design, installation and commissioning company willing to be trained in Niagara.
- ◆ Have purchased the **CeP™ Pack**.
- ◆ Successfully completed **elitedali for Niagara** certification and maintain accredited in-house resources.
- ◆ Set up an **elitedali for Niagara** demonstration in their own facilities.
- ◆ Commit to make **CNS's elitedali for Niagara** their preferred lighting offering.
- ◆ Proactively promote and sell the **elitedali for Niagara** solution.
- ◆ Recognise and respect **Control Network Solutions** logos and product trademarks, see included Trade Mark Licence Agreement attached below

- ◆ Signed this document and returned a scanned copy to CNS.

IMPORTANT:

All shipments are subject to CNS's standard terms and conditions of sale. Any deployment of CNS's **elitedali** solution products can only be carried out by a CeP and are subject to the [CNS's elitedali™ Solution Software End User License Agreement](#) and **importantly we draw your attention to Clause 7**. For Clarification it is an absolute requirement of **CeP's** that the DALI® lighting components be installed by a Qualified, Certified Electrical Contractor and such a Contractor must adhere to all local and state regulations including but not limited to seeking local and state requirements for minimum light levels.

The benefits of becoming a CeP are:

- ◆ Grow both business and profitability by delivering the world’s first entirely web based native Niagara DALI® commissioning, control, management and maintenance solution that directly connects DALI® lighting networks to a Tridium Niagara platform.
- ◆ Being listed on the CeP web page of CNS’s website.
- ◆ Preferential **elitedali for Niagara** product pricing.
- ◆ Access to CeP **only** information offering both technical and commercial.
- ◆ Any **elitedali for Niagara business** opportunity identified to or by CNS in the partners region will be forwarded to the Partner/s for follow up.
- ◆ Partners are able to input ideas and features into the ongoing development of **CNS’s elitedali for Niagara.**
- ◆ Partners will be able to evaluate pre-released **CNS’s elitedali for Niagara** products
- ◆ CNS bringing other specialist partners to help **CeP’s** promote, quote and deliver successful **CNS’s elitedali for Niagara** projects

As an authorised signatory on behalf of (Company name)

.....

Whose registered address is

.....

We agree to be bounded by the above requirements in addition to the Mutual Non-Disclosure and Trade Mark Licence Agreements below.

Signed.....

Title.....

Print Name.....

Date.....

MUTUAL NON DISCLOSURE AGREEMENT

This non-disclosure agreement is executed as per date of signature above on and forms part of the entire the Certified **elitedali™** Partner (CeP™) Solutions Agreement.

WHEREAS Control Network Solutions Ltd (CNS) and the above signature Company (the Parties) desire to engage in confidential discussions regarding various business matters related to **elitedali™ for Niagara**.

WHEREAS it is expected that such discussions may involve the mutual disclosure and communication of certain information, including but not limited to, drawings, specifications, samples, demonstrations, plans and programs, some of which may be or contain proprietary and/or confidential technology or business information, and

WHEREAS the Parties hereto wish to fully protect their respective proprietary, and/or confidential technology and business and product plans.

IT IS HEREBY AGREED:

1. Any information received by other party from the other after such information has been identified by the disclosing party as proprietary and/or confidential, is acknowledged, as between the Parties hereto and their officers, employees, agents, and legal successors, to be an exclusive and valuable business asset of the party identifying and disclosing such information and which the disclosing Party desires to protect against unrestricted disclosure or competitive use.
2. In consideration of the disclosures to be made, each party hereto shall maintain and preserve the confidentiality of proprietary and/or confidential information disclosed to it in pursuant to this agreement by means of a security program acceptable to the other party, and shall not, without the written consent of the other party, disclose such information to third Parties not employed by the Parties hereto, or manufacture, distribute, deliver, use or sell information, products or programs embodying in whole or in part any such information.
3. The duties of the Parties hereto, as set forth in Paragraph 2 immediately above, shall survive the life of any joint program, project or venture related to the information disclosed and received, and shall remain in effect until

further agreement of the Parties, or until information identified as proprietary and/or confidential (i) becomes generally known or available; (ii) is furnished to others without restriction by the company disclosing the information; (iii) is already known by the receiving company at the time of the disclosure; (iv) is hereafter disclosed to the receiving company by a third party as of right and without restriction as to disclosure; (v) is independently developed by the receiving Party provided that the persons developing same have not had access to the information received pursuant hereto. In such event(s), the duties of the Parties hereto shall be excused only as to that specific information to which the proprietary and/or confidential nature has been lost.

4. The Receiving Party acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or an inadequate remedy. The Receiving Party shall have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.
5. The provisions of this agreement are severable, and if any one or more provisions may be determined to be judicially unenforceable in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.
6. Both Parties shall respect and recognise each Party's Trade Marks as their own.
7. All rights accruing under the terms of this agreement are assignable.
8. This agreement shall commence on the date of the signature of the second of the Parties to sign this agreement as written below and shall continue in force for a period of 5 years duration from date of written 90 days notice of termination of this agreement.
9. This agreement shall be constructed under and according to the laws of England and Wales.

Mutual Non-Disclosure Agreement Countersigned on behalf of;

Control Network Solutions Ltd. Studio 7, Intec 2, Intec Business Park
Wade Road, Basingstoke, Hampshire, RG24 8NE, UK

By: Mike Welch

Title: Managing Director

Signature:

Date:

TRADE MARK LICENCE AGREEMENT

Control Network Solutions Logos and Product Branding

This Trademark agreement is executed as per date of signature above on and forms part of the entire the Certified **elitedali™** Partner (**CeP™**) Solutions Agreement.

This agreement is made between the signature Company ("the Licensee") and Control Network Solutions Ltd ("The Licensor") valid from date of signature of the entire Certified **elitedali™** Partner (**CeP™**) Solutions Agreement, see page 2.

RECITALS

- (A) The licensor is the company that creates products and solutions.
- (B) Control Network Solutions has granted the Principal License to the Licensee to use CNS trade mark subject to terms and conditions.
- (C) The Licensor wishes to permit the Licensee to use the CNS Products, Solutions and Services Logo Trade Marks in respect of the Products, Solutions and Services (defined below) on the terms of this Agreement.

OPERATIVE PROVISIONS

1. Definitions

1.1 In this Agreement:

"Registered Trade Marks" mean the UK Registered Trade Marks registered or being registered in the name of Control Network Solutions Ltd.

"the Products, Solutions and Services" means the goods and/or services specified in Schedule 1 in relation to which the Trade Marks are to be used by the Licensee.

"the Trade Marks" means the Registered Trade Marks (if any) the applications for registrations and the UK unregistered trade marks in the name of or in favour of Control Network Solutions Ltd and listed in Schedule 3.

“Year” means each period of twelve calendar months commencing on the Commencement Date or any anniversary of the commencement date.

“the Territory” means the World or Europe or individual country- as with the licensee in Schedule 2.

“accreditation” means status as per Certified elitedali Partner Agreement terms and conditions.

2. Rights granted and territory

- 2.1 The Licensor grants to the Licensee on the terms set out in this Agreement a non-exclusive licence to use the Trade Marks in the Territory on or in relation to the Products, Solutions and Services.
- 2.2 This Licence is personal to the Licensee and the grant does not include any right to grant sub-licences.

3. Duration

- 3.1 This Agreement shall commence on the Commencement Date and shall continue in force unless terminated under clause 9.
- 3.2 All licence agreements will be automatically renewed for a further 12 months period unless either party has given written notice, 30 days prior to the end of the agreement that he/she wishes to terminate the agreement.
- 3.3 All licence agreements relating to elitedali Products, Solutions and Services are in addition subject to Licensee maintaining Certified **elitedali** Partner (CeP) status as per Certified **elitedali** Partner Agreement.

4. Changes in circumstances

- 4.1 The Licensee will immediately notify the licensor in writing of any change to the ownership or control of the company. See Schedule 4 for Guidance Notes on this subject.
- 4.2 The Licensor from time to time may undertake background research on the Licensee whereupon, depending on the results of the research, the following year’s licence will or will not be issued by the Licensor.
- 4.3 Failure of Licensee to maintain their Certified **elitedali** Partner status will result in the immediate cancelation of this license in regards of elitedali Products, Solutions and Services.

- 4.4 Where there are substantial changes in circumstances under 4.1 to 4.3 above, the Licensor reserves the right to cancel the license, withdraw permission for future use of the logo and make clarifications on the website.

5. Use of the trade marks

- 5.1 The Licensee shall use the Trade Marks only in regards of the product or Products, Solutions and Services specified in Schedule 1. Use of the CNS Product, Solutions and Services logo on a website or in other marketing literature is permitted provided that the logo is clearly associated with the product, solutions or accreditations to which it is associated. The Licensor may require the licensee to amend any reference to the logo where it could be seen to imply that the logo is in regard to a product or range of products, solutions or accreditation not explicitly listed in Schedule 1. See Schedule 3 Branding Guidelines and Schedule 4 for Guidance Notes on this subject.
- 5.2 The Licensee shall, if requested by the Licensor, submit designs for all printed material including all electronic media using the Trade Marks to the Licensor for approval as to the manner and the context of the intended use of the Trade Marks and shall not make use of any such designs or materials if they are then not approved, which approval shall not be unreasonably withheld. The Licensee shall however be responsible for ensuring that all other requirements relating to labelling, advertising, marketing, sales and public relations and other such matters are complied with.
- 5.3 The use of the Trade Marks by the Licensee shall at all times promote and maintain their distinctiveness, style and reputation as determined by the Licensor and the Licensee shall forthwith upon demand of the Licensor cease any use not consistent therewith.
- 5.4 The Licensee shall not use any mark or name confusingly similar to the Trade Marks in respect of any corporate business or trading name or style of the Licensee.

6. Ownership of the trade marks

- 6.1 The Licensor warrants that it has the right to grant Licences of the Trade Marks under the terms of the Principal Licence and that it had authority to and does not require the consent of any third party to enter into this Agreement and that it is not aware that any of the Trade Marks or the use of any of them on or in relation to the Products, Solutions and Services in the Territory infringes the rights of any third party but gives

- no warranty as to the validity of the registrations of the Registered Trade Marks.
- 6.2 The Licensor shall pay all renewal fees necessary to maintain the registrations of the Registered Trade Marks on the Register of Trade Marks ("the Register") during the term of this Agreement.
- 6.3 The Licensee undertakes not to do or permit to be done any act which would or might jeopardise or invalidate any registration of the Registered Trade Marks not to do any act which might assist or give rise to an application to remove any of the Registered Trade Marks from the Register or which might prejudice the right or title of the Licensor to any of the Trade Marks.
- 6.4 The Licensee will on request give to the Licensor or its authorised representative any information as to its use of the Trade Marks which the Licensor may require and will (subject to provisions of clause 7 below) render any assistance reasonably required by the Licensor in maintaining the registrations of the Registered Trade Marks.
- 6.5 The Licensee will not make representation or do any act which may be taken to indicate that it has any right or interest in or to be the ownership or use of any of the Trade Marks except under terms of this Agreement and acknowledges that nothing contained in this Agreement shall give the Licensee any right title or interest in or to the Trade Marks save as granted hereby. Where the Licensor in its absolute discretion determines that the Licensee shall be recorded as a registered user of the Registered Trade Marks, the Licensee shall assist the Licensor as may be necessary (including by executing any necessary documents) in recording the Licensee as a registered user of the Registered Trade Marks on the Register (including such of the applications as mature into registrations during the period of this Agreement) and the Licensee hereby agrees that such entry may be cancelled by the Licensor on termination of this Agreement for whatever reason and that it will assist the Licensor so far as may be necessary to achieve such cancellation including by executing any necessary documents.

7. Infringements

- 7.1 The Licensee shall as soon as it becomes aware thereof give the Licensor in writing full particulars of any use or proposed use by any other person firm or company of a trade name trade mark or get-up of goods or mode of promotion or advertising which amounts or might amount either to infringement of the Licensor's rights in relation to the Trade Marks or to passing-off.

- 7.2 If the Licensee becomes aware that any other person firm or company alleges that the Trade Marks are invalid or that use of the Trade Marks infringes any rights of another party or that the Trade Marks are otherwise attacked or attackable the Licensee shall immediately give the Licensor full particulars in writing thereof and shall make no comment or admission to any third party in respect thereof.
- 7.3 The Licensor shall have the conduct of all proceedings relating to the Trade Marks and shall in its sole discretion decide what action if any to take in respect of any infringement or alleged infringement of the Trade Marks or passing-off or any other claim or counter claim brought or threatened in respect of the use or registration of the Trade Marks.
- 7.4 The Licensee shall not be entitled to bring any action for infringement under s30 of the Trade Marks Act 1994 and the Licensor shall not be obliged to bring or defend any proceedings in relation to the Trade Marks if it decides in its sole discretion not to do so.
- 7.5 The Licensee will at the request of the Licensor give full co-operation to the Licensor in any action claim or proceedings brought or threatened in respect of the Trade Marks and the Licensor shall meet any reasonable expenses incurred by the Licensee to third parties in giving such assistance.

8. Termination

- 8.1 Either party may terminate this agreement with 6 months' notice in writing.
- 8.2 The Licensor may terminate this Agreement summarily without prejudice to its other remedies forthwith by notice in writing to the Licensee if the Licensee:
- 8.2.1 commits a breach of this Agreement (including but not limited to any breach of Clauses 4.1, 4.2 and 4.3) provided that if the breach is capable of remedy the notice shall only be given if the Licensee shall not have remedied the same within one calendar month of having been given notice in writing specifying the breach and requiring it to be remedied; or
- 8.2.2 is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under this Agreement) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed of its assets or ceases for any reason to carry on business or takes or suffers any

similar action which in opinion of the Licensor means that the Licensee may be unable to pay its debts.

- 8.3 The Licensee may terminate this Agreement by giving 90 days notice in writing if the Licensor does not take any action it ought reasonably to take to protect the Trade Marks under the provision of clause 7.3 above within six months of the circumstances giving rise to the need for such action coming to the attention of the Licensor.
- 8.4 Upon the termination of this Agreement for whatever reason the Licensee shall immediately cease to make any use of the Trade Marks.
- 8.5 All provisions of this Agreement which in order to give effect to their meaning need to survive its termination shall remain in full force and effect thereafter.

9.0 Assignment

- 9.1 The Licensor may assign the benefit and burden of this Agreement to any party (including but not limited to a party to which it may assign the Trade Marks) and shall use its reasonable endeavours to procure that such assignee (if the Licensee so requires) shall grant a licence direct to the Licensee on the same terms mutatis mutandis as those contained in this Agreement.
- 9.2 The Licensee shall not assign transfer sub-contract or in any other manner make over the benefit and/or burden of this Agreement without the prior written consent of the Licensor. Consent will not be unreasonably withheld.
- 9.3 In the event of an assignment this Agreement shall be binding upon such successor or assignee and the name of a party appearing herein shall be deemed to include the names of any such successor or assignee.

10. Force majeure

- 10.1 Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any act of God fire act of government or state war civil commotion insurrection embargo prevention from or hindrance in obtaining any raw materials energy or other cause beyond the control of either party. If either party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one or more of such causes such party shall give written notice to the other of such inability stating the cause in question. The operation of this Agreement shall be suspended during the period (and only during the period) in which the cause continues to have effect. Forthwith upon the

cause ceasing to have effect the party relying upon it shall give written notice thereof to the other. If the cause continues to have effect for a period of more than 180 days the party not claiming relief under this clause shall have the right to terminate this Agreement upon giving 30 days written notice of such termination to the other party but such notice shall not take effect if the other party gives notice within that period that the cause has ceased to prevent the operation of this Agreement.

11. Illegality

11.1 If any provision of term of this Agreement shall become or be declared illegal invalid or unenforceable for any reason whatsoever such term or provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement provided always that if such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

12. Entire agreement/Amendment/Press Releases/ Costs

12.1 This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior oral or written agreements understandings or arrangements between them relating to the subject matter of this Agreement. Neither party shall be entitled to rely on any agreement understanding or arrangement which is not expressly contained in this Agreement and no change may be made to it except in writing signed by duly authorised representatives of both parties.

12.2 No failure or delay on the part of either of the parties to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

12.3 The text of any press release or advertisement by the Licensee concerning the subject matter of this Agreement shall be copied to the Licensor prior to or within a reasonable time of publication. The Licensor may require amendments to such communications which the Licensee will not unreasonably withhold. See Schedule 4 for Guidance Notes on this subject.

12.4 Each of the parties shall be responsible for its respective legal and other costs incurred in relation to the preparation of this Agreement.

13. Notice

13.1 Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by hand or by registered post or by telex facsimile or other electronic media to a party at the address telex or facsimile number set out below for such party or such other address as one party may from time to time designate by written notice to the other.

13.2 Any such notice or other document shall be deemed to have been received by the addressee two working days following the date of dispatch if the notice or other document is sent by registered post of simultaneously with the delivery or transmission if sent by hand or if given by telex facsimile or other electronic means.

13.3 The Licensor's address for service is the address appearing at the head of this Agreement.

13.4 The Licensee's address for service is the address appearing at the head of this Agreement.

14. Interpretation

14.1 The headings in this Agreement are inserted only for convenience and shall not affect its construction.

14.2 Where appropriate words denoting a singular number only shall include the plural and vice versa.

14.3 Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended extended or re-enacted.

15. Governing law and jurisdiction

15.1 The validity construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the High Court of Justice in England.

Schedule 1: Products, Solutions, Services

All Control Network Solutions Niagara products, solutions and services including but not limited to –

elitedali for Niagara lighting solution

eDIM

Certified **elitedali** Partner accreditation (**CeP**)

cns-enocean for Niagara wireless energy harvesting solution

Schedule 2: Territory

Schedule 3: Branding Guidelines

See separately attached Control Network Solutions Ltd Branding Guideline 2015 V1.1 document.

Schedule 4: Guidance Notes

Changes in circumstances (this refers to para 4.1)

Licensee is no longer an accredited Certified Niagara organisation.

Licensee fails to maintain its Certified **elitedali** Partner status as per Certified **elitedali** Partner Agreement.

Licensee fails to maintain an accredited Certified **elitedali** support engineer within its organisation.

Licensee fails to maintain accredited certified Niagara trained engineer ('s) within its organisation

Licensee breaches the Certified **elitedali** Partner Agreement and CNS Mutual Non-Disclosure Agreements.

Use of the logo (this refers to the Trade Mark Licence Agreement para 5.1)

Logo should only be used for marketing, advertising and sales literature independent of media type and clearly associated with the appropriate CNS products, solutions and services as listed in Schedule 1.

Logo and branding should only be used as strictly directed in Schedule 3.