

Acuity Logo Usage Policy

This policy provides our requirements regarding use of the Acuity logotypes available for download from the Acuity website (or any other trademarks, logos, service marks, trade dress, slogans, or other brand features of Acuity obtained from the website) ("Logos").

As the need to address future branding concerns arises, we may cancel, modify, or change the terms of this policy from time to time without notice to you. You, as a Logo user ("you"), are responsible for complying with any modified terms, so please review this policy and become familiar with any modifications we publish.

Your use of any Logo implies acceptance of, and agreement with, the terms of this policy. If you do not accept and agree to follow the rules for using the Logos as set out in this policy, you do not have the right to use the Logos and should not use them. Any use of the Logos that does not comply with this policy is not authorized. If you violate the rules set out in this policy, you must cease all use of all Logos, regardless of the uses otherwise allowed in this policy. In addition, Acuity reserves the right to revoke its approval of your use of the Logos at any time, unless otherwise agreed in writing with you.

Permission is granted to you to use the Logos only on the following conditions:

Rules for Using the Logos

You must comply with all of the following rules when using a Logo:

- Logos may only be used in marketing or other publicity materials for the benefit of Acuity, in the United States or Canada, or otherwise with the permission of Acuity.
- You may not share downloads of Acuity Logos with anyone outside of your organization. Instead, direct them to
 Brand Logos Usage Policy webpage where they can read and agree to our Usage Policy and download Logos for their
 own use.
- Logos may not be used in any confusing way.
 - o No Logo may be used in any way that suggests that Acuity is affiliated with, sponsors, approves or endorses you, your organization, your websites, your products or your services, unless such a relationship exists.
 - o No Logo may be used in any way that mischaracterizes any relationship between you and Acuity.
 - o Vendors may not use the Logos to advertise Acuity or its businesses as clients on vendor websites and promotional pieces without our written permission.
- · All Acuity Logos are distinctive, designed pieces of graphic artwork. The following usage guidelines must be followed:
 - o Do not modify or alter the Logos
 - Do not change scale, skew or rotate any Logo
 - Do not change the design of any Logo
 - Do not change or vary the colors of any Logo, except that the Logos may be all black or can be reversed out in white.
 - Avoid screening Logos to less than 100%
 - Do not shrink any Logo to less than 1" in height
 - o Where indicated, ® and ™ symbols are part of a Logo and must be used with the applicable Logo.
 - o Do not combine a Logo with any other design, trademark, graphic, text or other element, including your name, any trademarks or any generic terms.
 - o No other design, trademark, text, graphic or other element may be placed closer to a Logo than the height of the tallest letter in the Logo, such as the letter "A" in Acuity.
 - o Logos may only be placed on solid backgrounds (preferably bright white), and not over an image or pattern, and no artistic effects (such as drop shadows) may be applied.

- o Do not imitate Acuity Logos or any Acuity brand identity.
- No Logo may be used or displayed in any of the following ways:
 - o in any manner that, in the sole discretion of Acuity, discredits Acuity or tarnishes its reputation and goodwill;
 - o in any manner that infringes, dilutes, depreciates the value, or impairs the rights of Acuity in the Logos;
 - o in any manner that is false or misleading;
 - o in connection with any pornography, illegal activities, or other materials that are defamatory, libelous, obscene, or otherwise objectionable;
 - o in any manner that violates the trademark, copyright or any other intellectual property rights of others;
 - o in any manner that violates any law, regulations, or other public policy; or
 - o as part of a name of a product or service of a company other than Acuity.
- Written materials, such as web pages, must be marked to indicate that the Logos used are owned by Acuity or its affiliates (for example by using a statement such as, "the Acuity logo is a registered trademark of Acuity").
- You acknowledge that Acuity or its affiliates are the sole and exclusive owners of the Logos, including all
 applicable intellectual property rights, and any I goodwill generated from using any Logos inures to the benefit
 of Acuity. You may not assert rights to any Logo whether by trademark registration, domain name
 registration or anything else.
- You must, upon request from Acuity, provide samples of any materials that include the Logos for purposes of determining compliance with this policy.
- You must make any changes to your use of the Logos that are requested by Acuity for policy compliance. Your failure to comply with any of the terms, restrictions, conditions, or limitations in this policy will result in automatic termination of your limited right to use the Logos, unless Acuity requests changes and you promptly comply with such requests, or unless otherwise provided in a written agreement between you and Acuity. This remedy is in addition to any other legal remedies to which Acuity may be entitled in relation to your use of the Logos.
- You must immediately stop using the applicable Logo if Acuity notifies you that the Logo has become outdated for any reason including, but not limited to, loss of a trademark or any allegation that a Logo is in violation of the rights of any third party.
- Your download and use of the Logos is subject to the <u>Acuity Site Terms</u>.
- Business partners who have agreements with Acuity must comply with the terms of their agreement in addition to this policy.

If you would like to make any use of our Logos that is not covered by this policy, or for further information or clarification about use of the Logos, please **media@acuitybrands.com**.

