

SECTION 1. DELIVERY & SHIPPING COSTS

1.1 Delivery of the Product. AlterLume shall use its best commercial efforts to arrange for delivery of the Product to the Customer at the address stated above, within thirty (30) business days of the execution of this Agreement. Customer acknowledges that delivery delays are possible, and that no additional rights or liabilities shall accrue to Customer or AlterLume if delivery does not occur within 30 business days (subject to Section 3.2 below).

1.2 Shipping/Freight Costs. Customer shall bear the freight and/or shipping costs for all orders, regardless of the number of units. All freight or shipping costs to be borne by Customer shall be added to Customer's account balance, and shall be paid in accordance with the payment terms listed above and herein. Prior to Customer incurring any freight or shipping charges, AlterLume shall advise the intended shipping arrangements, and Customer shall have the right to make alternative shipping or freight arrangements on terms acceptable to AlterLume. Title to the Product(s) shall pass to Customer upon the date of Customer's receipt of such Product(s) ("Receipt").

1.3 Receipt. Upon Receipt of the Product, Customer shall promptly inspect and count the Product and notify AlterLume within five (5) days of Receipt if Customer finds any defects, damage, unusual wear and tear, or variance in the amount of Product from that stated in this Agreement. A FAILURE TO NOTIFY ALTERLUME WITHIN FIVE (5) DAYS SHALL BE DEEMED AN ACCEPTANCE BY CUSTOMER. UPON ACCEPTANCE OF THE PRODUCTS, THE PURCHASE SHALL BE NON-CANCELLABLE AND IRREVOCABLE, AND PAYMENT DUE CUSTOMER SHALL BE UNCONDITIONAL.

SECTION 2. INSTALLATION & CUSTOMER OBLIGATIONS

2.1 Installation. AlterLume has or shall provide installation instructions (the "Instructions") to Customer, and Customer agrees to follow all aspects of the Instructions when installing the Product, including, but not limited to, inspecting the luminaire and light poll prior to installation. Prior to installing the Product, Customer acknowledges its duty to make a good faith determination, taking into account the Product's size, shape and weight, that the Product can be safely installed in the poles, fixtures, and luminaires in which Customer intends to utilize the Product. If Customer, or a third party hired by Customer, finds that the Product cannot properly and safely be installed in accordance with the Instructions (or non material deviations there from), Customer or the third party shall not install the Product, shall immediately contact AlterLume, and shall work with AlterLume engineers to find a mutually agreeable

solution. As stated elsewhere in the Agreement and related documents, a material deviation from the Instructions or a failure to contact AlterLume in accordance with above shall void the Limited Warranty.

2.2 Customer Obligations. Customer or its agent shall be solely responsible for (a) installation; (b) maintaining and supporting the Product once it has been installed; (c) selecting and training adequate personnel with the requisite skill and experience necessary to install and maintain the Product, (d) compliance with any and all local, state, federal or other laws applicable to its use of the Product, and (e) periodic monitoring of the fixtures in which the Product has been installed to ensure the Product is functioning as intended.

SECTION 3. PAYMENT & CANCELLATION

3.1 Payment. Customer shall pay to AlterLume the purchase price, freight and/or shipping (if applicable), any interest, and any cancellation fees, as set forth herein within thirty (30) days of the invoice date. Customer acknowledges that the monetary obligations of Customer to AlterLume hereunder constitute a commercial account. If Customer does not pay at its obligations within thirty (30) days of invoice (including freight, shipping, and/or cancellation fees), Customer shall pay, in addition to all other amounts owed to AlterLume, monthly interest charges at the rate of 1.5% per month, accruing on at unpaid amounts. If AlterLume employs any legal process to recover any amount due and payable from Customer hereunder, Customer shall pay all costs of collection and reasonable attorney fees.

3.2 Cancellation. Customer may cancel orders at any time prior to the Product being shipped from AlterLume's warehouse (the "Cancellation Deadline"), provided that (a) such cancellation is received in writing or via email prior to the Cancellation Deadline, and (b) Customer shall be charged 25% of total amount due with respect to the Product, as stated above. Customer acknowledges that the Product is built-to-order, the 25% cancellation fee represents restocking and reshipping expenses, and that the cancellation fee is not a penalty. Notwithstanding the foregoing, if the Cancellation Deadline has not occurred within 180 days from the date this Agreement was executed, Customer may cancel the order without paying the cancellation fee described in part (b) above.

SECTION 4. LIMITED WARRANTY, DISCLAIMER & LIMITATION OF LIABILITY

4.1 Disclaimer of Limited Warranty and Exclusive Remedy. THE LIMITED WARRANTIES PROVIDED IN SECTION 5.1 THIS AGREEMENT AND ELSEWHERE ARE THE SOLE WARRANTIES ALTERLUME MAKES REGARDING THE PRODUCT (AS FURTHER ELABORATED AND DISCUSSED THEREIN). CUSTOMER ACKNOWLEDGES ITS SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECT OR NONCONFORMITY IN THE

PRODUCT SHALL BE TO MAKE A CLAIM UNDER THE LIMITED WARRANTY, AND ALTERLUME'S SOLE OBLIGATION SHALL BE TO COOPERATE WITH CUSTOMER TO PROVIDE IT WITH THE BENEFIT, IF ANY, PROVIDED IN THE LIMITED WARRANTY.

4.2 Customer Indemnification. Customer shall indemnify, defend and hold AlterLume, and its members, officers, shareholders, directors, employees, agents and affiliates (each, an "AlterLume Indemnified Party") harmless from and against any and all costs, liabilities, losses and expenses, including, but not limited to, reasonable attorneys' fees resulting from or arising out of any claim, suit, action, arbitration or proceeding brought or threatened by a third party against any AlterLume Indemnified Party relating to: (a) a breach or alleged breach by Customer of any of its representations, warranties, covenants or obligations hereunder, (b) damage or injury caused during installation of the Product, unless such damage or injury was caused solely by a defect in the Product, (c) damage or injury caused by a collapse or toppling of a light pole or other structure housing the Product, (d) damage or injury caused by the Product falling from a light pole or other structure housing the Product (e) damage or injury caused by acts or omissions, negligent or otherwise of third party installation and maintenance personnel engaged by Customer, or (f) incidental and consequential damages that allegedly arose due to improper lighting or illumination of a particular area.

4.3 Indemnification Procedures. With respect to Indemnification discussed in Section 4.2 above, AlterLume agrees that the Customer shall have sole and exclusive control over the defense of any such third party claim, provided, however, that the AlterLume Indemnified Party shall have the right to obtain its own counsel at its own cost and expense. Customer shall not

acquiesce in any judgment or enter into any compromise or settlement that adversely affects the AlterLume Indemnified Party's rights or interests without prior written consent of the AlterLume Indemnified Party (not to be unreasonably withheld). AlterLume shall promptly notify Customer of any such claim of which it becomes aware end shall (a) at Customer's expense, provide reasonable cooperation to Customer in connection with the defense of any such claim and (b) at the AlterLume Indemnified Party's expense, be entitled to participate in the defense of any such claim.

SECTION 5. GENERAL PROVISIONS

5.1 Warranties. AlterLume represents and warrants to Customer that (a) it has full power and authority to enter into and fully perform this Agreement, and (b) it has the right to sell the Product to Customer in accordance with the terms and conditions of the Agreement Customer represents and warrants to AlterLume that (i) it has full power and authority to enter into and fully perform this Agreement, and (ii) it has the current ability to pay its obligations hereunder to AlterLume in accordance with the terms hereunder.

5.2 Entire Agreement, Amendment; Consent to Electronic Amendment and Signatures. This Agreement, including any exhibits and other schedules or documents attached hereto or referenced herein, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. Except as otherwise provided herein, no amendment to modification of this Agreement or any exhibit or schedule shall be effective unless in writing and signed (electronically or manually) by both parties. In the event any provisions contained in any other exhibit or schedule expressly conflict with any terms, conditions or clauses contained in this Agreement, the provisions of such exhibit or schedule shall govern to the extent of such conflict. The terms and conditions of any inconsistent present or future purchase order submitted by Customer shall not alter the terms of this Agreement unless expressly consented to in writing by AlterLume. No use of trade or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement. The parties consent to the use of electronic agreement and electronic signatures and agree that the electronic signature of their authorized representatives as affixed to writings and documents relating to the Agreement are the legal equivalent of such representatives' manual signature such documents. The parties further agree that (a) sending an email or other electronic correspondence to the other party consenting to or accepting certain terms relating to the Agreement, or (b) any other similar act or action in submitting documents to the other party, constitute such party's electronic signature. The parties also agree that no certification authority or other third party verification is necessary to validate their electronic signature, and the lack of such certification or third party verification shall not in any way affect the enforceability of an electronic signature or any resulting agreement between the parties.

5.3 Multiple Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

5.4 Severability. If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of the Agreement.

5.5 Governing Law; Venue. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the law of the State of California, without reference to its conflicts or choice of law principles. The parties agree that the sole and exclusive jurisdiction and venue for any and all disputes arising under this Agreement shall be in any trial court located in or having jurisdiction over Santa Clara, California. Each of the parties hereby irrevocably submits and consents to personal jurisdiction of the above-named courts in the foregoing circumstances.

5.6 Waiver. Except as specifically provided in a written waiver signed by a duly authorized representative of the party seeking enforcement, the failure to enforce or the waiver of any term of this Agreement shall not constitute the reamer of such terms at any time or in any circumstances and shall not give rise to any restriction on or condition to the prompt, full and strict enforcement of the terms of this Agreement.

5.7 Assignments & Benefit. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, AlterLume may assign this Agreement in connection with the sale, merger or disposition of the business operations relating to the Product. The Agreement shall be binding upon and shall inure to the benefit of Customer and AlterLume and their respective successors and permitted assigns, subject to the other provisions of this Section.

5.8 Intellectual Property. Customer shall treat all materials, manuals, data, reports and other information relating to the Product as confidential. The Customer shall not disclose to any third party any information with respect to the attributes, specifications, use, and results of the Product, nor shall the customer provide the Product to any third parties for purposes other than immediate installation of the Product in the Customer's street lighting equipment. All patents, service marks, trademarks, trade names, logos, and slogans related to AlterLume's products are exclusively owned and retained by AlterLume, and may not be used by the Customer without the expressed consent of AlterLume.

5.9 Force Majeure. Each party to this Agreement shall be excused from any delay or failure in its performance hereunder, other than for payment of money, if such delay or failure is caused solely by supervening conditions beyond that party's control, including acts of God, civil commotions, wars, strikes, labor disputes, and governmental demands or requirements.

5.10 Third Parties. Nothing in the Agreement, express or implied, shall create or confer upon any person or entity not a named party to the Agreement any legal or equitable rights, remedies, liabilities or claims with respect to the Agreement, except as expressly provided herein.

5.11 Taxes. The Customer shall pay (i) all federal, provincial, state and local taxes, however designated, levied or based on account of the purchase price of the Product or on account of the acquisition or ownership or use of the Product by the Customer (exclusive only of taxes based on income derived by AlterLume), and (ii) all foreign taxes, export or import tariffs, and custom duties, however designated, levied or based in connection with the sale conducted hereby, the purchase price of the Product, or the acquisition or ownership or use of the Product by the Customer.

5.12 Security Interest. Customer agrees that AlterLume and its assigns shall have a security interest in the Product until the full purchase price set forth in this Agreement shall have been fully paid by the Customer. The Customer agrees that this Agreement shall be a security agreement as defined by the Uniform Commercial Code in effect in the jurisdiction in which the Product is located and that it shall execute a financing statement, if requested by AlterLume, or order that AlterLume or its assigns may record its security interest.