

ADVERTISING HYPERLINK AGREEMENT

This Advertising Hyperlink Agreement (this "Agreement"), effective as of _____, 2011 (the "Effective Date"), is made and entered into by and between Lutron Electronics Co., Inc. ("Lutron"), a Pennsylvania corporation, with its principal offices at 7200 Suter Road, Pennsylvania 18036, and _____ ("Reseller"), a _____ corporation, with its principal offices at _____ (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS Reseller is a distributor of Lutron's lighting control products and desires for Lutron to provide a link from Lutron's internet site to Reseller's internet site to facilitate Reseller's sale of Lutron products online;

WHEREAS Lutron is willing to provide such link provided that Reseller complies with the terms and conditions of this Agreement;

1. **Linkage.**

1.1 Provided that Reseller complies with all terms of this Agreement and that Reseller is otherwise an authorized stocking distributor of Lutron, Lutron shall provide a link to Reseller's Internet site at _____ (the "Linked Site") from the "Where to Buy" location within the Lutron website (the "Lutron Site").

1.2 Within thirty (30) days of the Effective Date of this Agreement, Reseller shall furnish Lutron with a full color representation of Reseller's graphic, text or other image which is to be associated with the Linked Site and which may include Reseller's trademarks or other indicia of origin (the "Reseller Icon") for Lutron to use as a hyperlink to the Linked Site. If Reseller subsequently modifies the Reseller Icon, it shall furnish a representation of same to Lutron which Lutron shall substitute for the prior version. When clicked upon by a viewer, the Reseller Icon will directly link the viewer with the Linked Site. Lutron shall implement the link between the Reseller Icon and the Linked Site.

1.3 Reseller understands that all Reseller Icons will be displayed in alphabetical order on a single page on the Lutron Site. The Reseller Icon may not exceed 195x55 pixels.

1.4 Reseller hereby grants Lutron a limited, non-exclusive, non-transferable license to use and display the Reseller Icon, during the term of this Agreement, for the purpose of providing a hyperlink to the Linked Site.

2. **Linked Site Requirements.**

2.1 Lutron will furnish to Reseller logos, pictures and/or photography (the "Lutron Content") for use by Reseller on the Linked Site.

2.2 Reseller shall use the Lutron Content on the Linked Site solely for the purpose of advertising Lutron's products. Lutron hereby grants Reseller a limited, non-exclusive,

non-transferable license, during the term of this Agreement, to use and display the Lutron Content solely for the purpose of advertising and selling Lutron's products on the Linked Site. Reseller acknowledges and agrees that the Lutron Content shall be solely used for such purpose.

2.3 Reseller may either:

- a) employ web pages (the "Lutron Pages") on the Linked Site dedicated solely for advertisement and sale of Lutron products, in which event the hyperlink from the Lutron Site will go directly to the Lutron Pages, or
- b) elect to have the hyperlink from the Lutron Site go directly to a page of Reseller covering lighting controls or dimmers (the "Category Page"), provided, however, that Lutron Content on the Category Page shall be emphasized over that of any other manufacturer on the Category Page by a factor of at least three to one.

2.4 Reseller shall confirm to Reseller's customers (the "Customers") the receipt of orders (the "Orders") taken via the Linked Site.

2.5 Reseller shall process Orders from Customers and confirm shipment to Customers. Reseller shall provide tracking information electronically to Customer when requested by Customer. Reseller shall ship Orders to Customers from Reseller's facility via the shipment method requested by Customer, except that Reseller may choose to have Lutron drop ship an Order, provided, however, that Reseller shall pay all shipping charges associated with such drop-shipped Orders.

2.6 Reseller shall coordinate returns of Lutron products from Customers.

2.7 Reseller shall employ industry standard encryption and authentication methods to ensure the security of a Customer's credit card information for Orders taken via the Linked Site.

2.8 Reseller shall post a privacy policy and return policy on the Linked Site.

2.9 Lutron will routinely audit the Linked Site and Lutron Pages for compliance with the terms of this Agreement. If Reseller has violated any of the terms herein, Lutron shall notify Reseller of such violation and shall give Reseller ten (10) business days to cure the violation. In the event Reseller fails to cure the violation within such ten (10) business days, Lutron shall remove the Reseller Icon and hyperlink from the Lutron Site.

3. **Indemnification.**

3.1 Reseller will defend and indemnify Lutron and its affiliates (and their respective employees, directors and representatives) against any claim or action brought by a third party, to the extent relating to (a) the operation of the Linked Site, or (b) the violation of third-party intellectual property rights by any Reseller Icon or other materials provided by Reseller for display on the Lutron Site. Subject to Lutron's compliance with the procedures described in Section 3.3, Reseller will pay any award against Lutron or its affiliates (or their respective employees, directors or representatives) and any costs and attorneys' fees reasonably incurred by Lutron or its affiliates resulting from any such claim or action.

3.2 Lutron will defend and indemnify Reseller and its affiliates (and their respective employees, directors and representatives) against any claim or action brought by a third party, to the extent relating to (a) the operation of the Lutron Site, or (b) the violation of any third-party intellectual property rights by any Lutron Content or other materials provided by Lutron for display on the Linked Site. Subject to Reseller's compliance with the procedures described in Section 3.3, Lutron will pay any award against Reseller or its affiliates (or their respective employees, directors or representatives) and any costs and attorneys' fees reasonably incurred by Reseller or its affiliates resulting from any such claim or action.

3.3 In connection with any claim or action described in this Section, the Party seeking indemnification (a) will give the indemnifying Party prompt written notice of the claim, (b) will cooperate with the indemnifying Party (at the indemnifying Party's expense) in connection with the defense and settlement of the claim, and (c) will permit the indemnifying Party to control the defense and settlement of the claim, provided that the indemnifying Party may not settle the claim without the indemnified Party's prior written consent (which will not be unreasonably withheld).

4. Intellectual Property Rights.

4.1 Subject to the limited license granted to Reseller under Section 2.2, Lutron reserves all of its ownership rights, title and interest in its intellectual property, including, without limitation, all copyright, trademark, patent and trade secret rights. Subject to the limited license granted to Lutron under Section 1.2, Reseller reserves all of its ownership rights, title and interest in its intellectual property, including, without limitation, all copyright, trademark, patent and trade secret rights. Neither Party grants any license to any of the Party's intellectual property to the other Party except as specifically set forth in this Agreement.

5. Term and Termination.

5.1. This Agreement shall commence on the Effective Date and continue for a period of one (1) year thereafter ("Initial Term"), unless terminated earlier as provided herein. This Agreement shall automatically renew for successive one (1) year terms ("Renewal Term(s)") unless either party provides written notice to the other of an intent not to renew the Agreement within thirty (30) days of expiration of the Term or a Renewal Term.

5.2 Either Party may terminate this Agreement for any reason by providing thirty (30) days prior written notice to the other Party.

6. Limitation of Liability.

6.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, LUTRON DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE LUTRON SITE, LUTRON'S LINKAGE SERVICE, OR ANY PORTION THEREOF, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE HYPERLINK TO THE LINKED SITE WILL BE UNINTERRUPTED OR ERROR FREE. WITHOUT LIMITING THE GENERALITY OF

THE FOREGOING, LUTRON SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING (A) THE AMOUNT OF SALES REVENUE ASSOCIATED WITH THE LINKED SITE THAT RESELLER MAY RECEIVE DURING THE TERM, AND (B) ANY ECONOMIC OR OTHER BENEFIT THAT RESELLER MIGHT OBTAIN THROUGH ITS PARTICIPATION IN THIS AGREEMENT.

6.2 NEITHER LUTRON NOR RESELLER WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF THIS AGREEMENT.

7. **General.**

7.1. Severability; Waiver. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability (but shall be enforced to the maximum extent permissible) without invalidating the remaining provisions of this Agreement, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. No waiver of any provision, breach or default under this Agreement shall be deemed a waiver of any subsequent provision, breach or default, nor shall any such waiver constitute a continuing waiver. No waiver by any party hereunder shall be effective unless in writing and signed by such party.

7.2. No Third Party Beneficiary Rights. Except as expressly set forth in this Agreement, nothing in this Agreement is intended to create, or shall be construed as creating, third party beneficiary rights in any third party.

7.3. Survival. The rights and obligations of the parties herein shall survive any expiration or termination of this Agreement to the extent expressly provided herein or as otherwise reasonably required to give effect to the provisions hereof. In particular, the rights and obligations of the parties under the Section relating to Intellectual Property Rights and Indemnification shall survive the expiration or termination hereof.

7.4. Remedies Cumulative. All of the rights and remedies available to Lutron and Reseller under this Agreement are in addition to, and not in limitation of, the rights and remedies otherwise available at law or in equity. The parties expressly agree that in the event of any breach of the Section hereof relating to Intellectual Property Rights, any remedy at law would be inadequate and Lutron shall be entitled to equitable relief, including injunctive relief and specific performance, in addition to all other remedies available to it.

7.5. Binding Effect; Assignment. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. Reseller may not assign or otherwise transfer (by operation of law or otherwise) any of its rights or obligations under this Agreement, except with the prior written consent of Lutron, and any purported assignment made without such consent shall be null and void. For purposes of this Section, an assignment includes the sale or other transfer of a controlling interest in the stock or other equity of Reseller and any merger of Reseller with or into another entity.

7.6. Notices. All formal notices or communications required or permitted under this Agreement shall be in writing and shall be hand delivered or sent by registered or

certified mail, postage prepaid, return receipt requested, or by telecopier (provided that a confirming copy is sent by recognized overnight courier) or by recognized overnight courier, to the intended recipient at the address and attention designated on the signature page hereof or to such other address or attention as the recipient may have designated in a written notice given pursuant to this Section. Any such notice or communication shall be effective upon the earlier of actual receipt or deemed delivery. Delivery shall be deemed to have occurred as follows: if hand delivered, on the day so delivered; if mailed, three business days after the date so mailed; if telecopied, upon written confirmation by the sending machine of effective transmission or upon telephone confirmation of receipt; and if sent by recognized overnight courier, the next business day.

7.7. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RESELLER AND LUTRON HEREBY IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY BREACH HEREOF.

7.8. Governing Law; Exclusive Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its principles of conflicts of law. The federal and state courts located in Pennsylvania shall have exclusive jurisdiction of all matters arising under this Agreement, and each party hereto hereby consents to the jurisdiction of such courts.

7.9. Entire Agreement; Modification. This Agreement contains the entire agreement between the parties regarding the subject matter hereof and supersedes all prior proposals, agreements, understandings and representations, whether written or oral, with respect thereto. This Agreement may not be amended or modified in any respect except by the prior written agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

RESELLER

By: _____

Name: _____

Title: _____

Address: _____

Attn: _____

LUTRON ELECTRONICS CO., INC.

By: _____

Name: _____

Title: _____

Address: _____

7200 Suter Road

Coopersburg, PA 18036-1299

Attn: _____