

# Terms of Use – Easy Design-in Tool

---

Thank you for your interest in the Easy Design-in Tool (“Tool”). The Tool is offered to you by Signify B.V., a Dutch limited liability company, with its principal office at High Tech Campus 48, 5656 AE, Eindhoven, the Netherlands (“Signify”).

**Affiliates:** For purposes of these Terms of Use, “Affiliates” shall mean Signify N.V. and any and all companies, firms and legal entities with respect to which now or hereafter Signify N.V. directly or indirectly (i) holds 50% or more of the nominal value of the issued share capital or ownership interest; (ii) holds 50% or more of the voting power at general meetings; and/or (iii) has the power to appoint a majority of directors and/or otherwise direct their activities.

**Applicability:** Please note that your use of and interaction with the Tool is subject to these Terms of Use, which remain in full force and effect so long as you continue to use or access the Tool. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU SHOULD NOT ACCESS OR USE THE TOOL. Any use of or access to the Tool by anyone under the age of 18 is strictly prohibited and is a violation of these Terms of Use. By using the Tool, you acknowledge that you have read all of its terms, and that you understand and agree to be bound by these Terms of Use. These Terms of Use only governs the use of the Tool and in no way affects or overrides any contract that you have with Signify or its Affiliates with regards to products or services.

**Scope of the Tool:** The Tool is intended for selecting and composing Signify OEM LED components and systems and/or calculate the performance of its discrete components as available in the Tool.

**Privacy:** Privacy of our end users is important to us, please read the privacy notice (provided separately to you via the website) carefully.

**Third Party Component and Open Source Software:** If the Tool contains third party software or component or open source software or component then the use of such software or component shall be subject to the terms of use of such third party software or component or such open source software or component. Your license rights under these Terms of Use do not include any right or license to use, distribute or create derivative works of the Tool in any manner that would subject the Tool to Open Source Terms. “Open Source Terms” means the terms of any license that require as a condition of use, modification and/or distribution of a work, the making available of source code or other materials preferred for modification, and/or the granting of permission for creating derivative works, and/or the reproduction of certain notices or license terms in derivative works or accompanying documentation, and/or the granting of a royalty-free IP license to any party.

**Amendments:** These Terms of Use may be amended by Signify at any time. By continuing to access or use the Tool after such posting, you will be deemed to have accepted such amendments. You are advised to regularly review these Terms of Use and related terms and conditions, if any.

**License grant:** Signify grants you a non-exclusive, non-transferable, revocable and limited license solely to access and use the Tool, and to access and use the content (including, without limitation, text, images, graphics, links and other materials) of the Tool (“Content”) according to these Terms of Use.

**Restrictions:** You agree to (a) not use the Tool in violation of any laws, regulation or court order, or for any unlawful or abusive purpose or in violation of these Terms of Use; (b) use the Tool only as intended by Signify; (c) not use the Tool in any manner that could harm Signify, its service providers, or any other person; (d) not republish, reproduce, distribute, display, post or transmit any part of the Tool or modify or adapt the Tool or merge the Tool into another program or create derivative works based upon the Tool; (e) not perform an action with the intent of introducing to the Tool viruses, worms, defects, Trojan horses, malware or any items of a destructive nature or disabling the Tool or other end users’ devices; (f) not circumvent or attempt to tamper with the security settings of the Tool; (g) not reverse engineer, decompile, or disassemble the Tool, except to the extent that applicable law expressly prohibits the foregoing restriction; (h) comply with any other reasonable requirements or restrictions requested or imposed by Signify; (i) not publish and/or post any abusive, obscene or inappropriate content on the Tool; and (j) not permit others to do any of the foregoing restricted acts. You assume full responsibility for the legal and responsible use of the Tool.

**Upgrades, updates:** Signify may, at its sole option, make upgrades or updates to the Tool for seamless service, and may do so remotely without notifying you. Updates, upgrades or changes are subject to these Terms of Use, unless such upgrade or update is accompanied by a separate license in which case the terms of that license will govern. If you do not want such updates or upgrades, your sole remedy is to cease using the Tool altogether. Your continued use of the Tool implies deemed acceptance of such updates and upgrades by you.

**Support:** For any questions with regards to the Tool, please contact your respective Signify point of contact.

**Disclaimer of Warranties:** The Tool, the Content and results generated by using the Tool (“Calculated Results”) are provided “as is” and “as available”. Signify and its Affiliates, partners, licensors and suppliers hereby expressly disclaim any representation or warranties of any kind, express or implied, including without limitation warranties of merchantability, satisfactory quality, fitness for any particular purpose, non-infringement, or as to the operation of the Tool. Neither Signify, nor its Affiliates, partners, licensors and suppliers warrants or makes any representation that (i) the Tool will be uninterrupted, timely, secure or error free, or (ii) the Calculated Results will be correct, complete, accurate, reliable or otherwise meet your requirements.

**Limitation of Liability:** In no event will Signify, or any of its Affiliates, or owners or licensors of, or authors or contributors to, the Tool or the Content, be liable for indirect, incidental, special, exemplary or consequential damages (including, but not limited to, loss of profit, lost savings, loss of reputation, loss of goodwill, loss of use, loss of data or business interruption) arising out of or in connection with these Terms of Use and/or your use of the Tool (including resulting from the use of the Calculated Results or any report generated by the Tool) whether or not such damages are based on tort, warranty, contract or otherwise, even if advised of the possibility of such damage. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or indirect damages, so the above limitation or exclusion may not apply to you. In on event shall Signify’s (or that of its Affiliates, or owners or licensors of, or authors or contributors to, the Tool or the Content) total liability to you, arising out of or relating to the use of the Tool and/or these Terms of Use (whether or not such damages are based on tort, warranty, contract or otherwise) exceeds the amount of fifty Euro (€50).

**Your Indemnity:** You agree to indemnify and hold harmless Signify and its Affiliates, from and against any damages, liabilities, costs and expenses (including reasonable attorneys’ and professionals’ fees and litigation costs) that arise out of or are related to the posting, content or transmission of any message, data, material or any other content or information you submit on the Tool or any violation of these Terms of Use by you or a third party or person acting on your behalf.

**Ownership:** Copyrights and all other intellectual property rights in the Tool and the Content provided by Signify, its Affiliates, licensors, and/or partners, the compilation of data on the Tool, and the order, sequence and arrangement of the Tool, are solely owned by Signify and/or its Affiliates, partners or licensors. All rights are reserved. You may not use the Content and the Tool other than expressly permitted in these Terms of Use. Signify and its Affiliates or its licensors

retain ownership of all its rights in the Content and in and to the Tool, and except as expressly set forth herein, no other rights or licenses are granted or implied to be granted under any Signify intellectual property. Signify may access, collect, analyze and/or retain your data selections made in the Tool and the Calculated Results flowing from the use of the Tool and use such data (including aggregating, compiling and combining such data with other data) in order to provide, maintain and improve Signify’s products and services, and/or to develop new products, features and/or services.

**Termination:** Your access to the Tool shall terminate with or without notice at the discretion of Signify, if you fail to comply with any provision of these Terms of Use. Upon termination you shall not be entitled to access or use the Tool in any manner. Signify’s rights and your obligations shall survive the termination of these Terms of Use.

**Jurisdiction:** These Terms of Use shall be construed, interrupted and governed by the laws of the Netherlands. Any litigation arising from or relating to these Term of Use shall be filed and prosecuted exclusively before a court of competent subject matter jurisdiction in Amsterdam, The Netherlands, however, Signify may enforce its or its Affiliates’ intellectual property rights in any court of competent jurisdiction, including but not limited to equitable relief. You hereby consent to the jurisdiction of such courts over you and stipulate to the convenience, efficiency and fairness of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts based on the alleged inconvenience, inefficiency or unfairness of such courts.

**Export:** You will not export or re-export any part of (the Content of) the Tool. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

**Miscellaneous:** These Terms of Use shall constitute the entire agreement between you and Signify with respect to your use and access to the Tool. In the event that you have any other agreement(s) with Signify those agreements are separate and apart from these Terms of Use. Failure by Signify to enforce any provision of these Terms of Use will not be deemed a waiver of future enforcement of that or any other provision. If any part of these Terms of Use is found invalid or unenforceable by a court of competent jurisdiction, then that determination will not affect the continued validity, legality, enforceability, and effectiveness of the remaining provisions of these Terms of Use.