

DATA PROCESSING AGREEMENT("DPA")

Applicability	This DPA applies when Signify ("Signify", "We", "Us", "Our") Processes your ("You", "Your") Personal Customer Data. We use capitalized items. You can find the meaning of those in Annex 1.
Signify's obligations	<ul style="list-style-type: none"> ▪ maintain safeguards appropriate for protecting the security, integrity, and confidentiality of Personal Customer Data ▪ only Process Personal Customer Data as is necessary for the fulfilment of Our obligations or as required by Applicable Data Protection Laws or any authority requirement. ▪ ensure that subcontractors and employees comply with this DPA. ▪ Assist You with Data Subject Requests within 3 Business Days. ▪ notify You in case of a request for disclosure of Personal Customer Data by a law enforcement authority unless prohibited by Applicable Data Protection Laws. ▪ upon request, making available to You information necessary to demonstrate Our compliance with Applicable Data Protection Laws. ▪ reasonably cooperate to audits involving Your Personal Customer Data, on the condition that You have accepted appropriate confidentiality undertakings that We may set. ▪ Process Your Personal Customer Data in accordance with Your reasonable instructions, including transfer, retention and deletion as set forth in the applicable Data Processing Schedule. If this is not possible or acceptable to us, we have the right to suspend or terminate the affected service. ▪ Notify You within 48 hours and Assist You in case of a Personal Data Breach involving Your Personal Customer Data.
Your obligations You must:	<ul style="list-style-type: none"> ▪ comply with Applicable Data Protection Laws. ▪ obtain all necessary consents, permissions and licenses from and give necessary notices to all third parties, including Your Authorized Users, that may be required: <ul style="list-style-type: none"> (i) for You to have the right to transfer their Personal Data to Us; (ii) to enable us to transfer and/or Process their Personal Data for the purpose of fulfilling our obligations. <p>You hereby warrant to Us that You have obtained all such necessary consents, permissions and licenses and have given such notices.</p>
International Transfers	<ul style="list-style-type: none"> ▪ We are allowed to transfer or allow access to Personal Customer Data from any country in which We or Our Affiliates (or Our subcontractors) are located. ▪ The Data Processing Schedule describes if We process Personal Customer Data from EEA countries in a non-EEA country. ▪ Parties will enter into EU standard contractual clauses, unless: <ul style="list-style-type: none"> ○ the European Commission has issued an adequacy decision. ○ another transfer mechanism that complies with Applicable Data Protection Laws is available.
Notification	Notifications will be directed to the email address as provided by You.
Changes	In the event of changes to the Applicable Data Protection Laws impacting the Processing this DPA and/or the Data Processing Schedule(s) will be amended accordingly.

Annex 1: Definitions

Account	A user account for access and use of Software Services.
Affiliate	an entity owned by, Controlling, Controlled by, or under common Control with, directly or indirectly, a party, where Control (or Controlling) means that more than fifty (50%) of an entity's shares or ownership interest representing the right to make decision for such entity are owned or controlled, directly or indirectly, by another entity.
Applicable Data Protection Laws	the provisions of GDPR, and other mandatory laws applicable to the protection of Data Subjects regarding the Processing of Personal Customer Data.
Assist or Assistance	any support, cooperation, making available technically competent personnel, access, tools, facilities, information or any other assistance, as the context requires, that We may reasonably require from You or We provide to You.
Authorized Users	an individual for whom an Account has been created.
Business Days	any day other than Saturday, Sunday or a public holiday in the country where Signify Processes the Personal Customer Data.
Data Processing Schedule	the applicable schedule, if any, as published on Signify's public website https://www.interact-lighting.com/global/support/legal/digital-terms that provides additional details on (i) the types of Personal Customer Data and (ii) the categories of Data Subjects that will be subjected to Processing by Signify and/or its Affiliates (or their respective subcontractors); and (iii) the purpose and duration of processing Personal Customer Data; and/or (iv) possible international transfers.
GDPR	the European Union General Data Protection Regulation (2016/679).
Personal Customer Data	any Personal Data processed by Signify on Your behalf.
The terms "Personal Data", "Data Subject", "Process", "Processing", "Controller" "Personal Data Breach", "Data Subject Requests" and "Processor" as used in Agreement Documents will have the meanings given in the GDPR (irrespective of its applicability).	