

TERMS OF SOFTWARE SERVICES (“TERMS”)

Last updated: March 2026

1. APPLICABILITY

1.1 These Terms together with the applicable other Service Documents apply to offers for and Subscriptions to certain Software Services as well as access thereto and use thereof, from the legal entity of the Signify group of companies set out in Annex 2 below (“**Signify**”) unless indicated differently in the Statement of Work. “**Customer**” refers to the organization that has procured a Subscription, whether directly from Signify or indirectly as an Assignee of a Subscription or, for the purpose of Section 3 of these Terms, to the organization to whom Signify has offered a Subscription. Capitalized words used have been defined in Annex 1. Individuals that accept these Terms do so on behalf of the Customer. Customers or Authorized Users that have not accepted these Terms are not entitled to access or use the Software Services.

2. ADDITIONAL TERMS

- 2.1 Country Specific Terms, if any, for Customer’s domicile apply.
- 2.2 Specific Terms, if any, related to the Software Services, apply.
- 2.3 Additional installation, commissioning, maintenance, support or other services from Signify (on-site or remote), or the supply of certain products, all as may be required in relation to Software Services, will be subject to Signify’s Sales Terms. Signify’s Sales Terms Specific Terms and these Terms apply separately to each product, service, or Software Service respectively, and not to a System as a whole. Signify does not assume obligations or grant any rights concerning Systems as a whole.
- 2.4 Customer’s terms and conditions do not apply.

3. OFFERS & ORDERS

If Signify makes Customer an offer, Customer can accept it within 30 days. Until Customer has accepted the offer, Signify is free to amend or withdraw the offer. Customer’s order is only binding if Signify has confirmed it in writing.

4. SIGNIFY’S RESPONSIBILITIES

- 4.1 Under a Subscription to Software Services other than On-Premises Software Services, during the Subscription Period, Signify will use commercially reasonable efforts to provide the Software Services in conformity with Service Documents, including:
 - 4.1.1 Complying with service levels if specified in Service Documents.
 - 4.1.2 Maintaining safeguards appropriate for protecting the security, integrity, and confidentiality of Customer Information and Data in accordance with the Service Documents.
- 4.2 Under a Subscription to On-Premises Software Services, Signify only grants the Customer the non-exclusive, revocable, limited right to use the Software Services during the Subscription Period in accordance with applicable Service Documents.
- 4.3 Signify will use commercially reasonable efforts utilizing generally accepted industry tools and practices to provide Software Services that do not contain any Malicious Code and in accordance with the Service Documents.
- 4.4 Any activation or delivery dates in respect of the Software Services communicated or acknowledged by Signify are approximate and not binding. Signify shall not be liable for or in breach of its obligations due to delivery delays, provided it uses commercially reasonable efforts to meet such dates. In case of delay, Signify shall make commercially reasonable efforts to deliver or activate, as the case may be, the Software Services within a reasonable period based on the cause of the delay. If Signify fails to do so, the Customer’s sole remedy shall be to terminate the Subscription for the undelivered or not activated part of the Software Services.

5. SIGNIFY’S RIGHTS

- 5.1 Without limitation, Signify has the right to:

- 5.1.1 Monitor and verify compliance with the Subscription of the Customer.
- 5.1.2 Charge additional fees or suspend the Software Services in case of exceeding any usage, data usage, and/or data exchange limits specified in Service Documents.
- 5.1.3 Rely on the quality, completeness, and accuracy of Customer Information.
- 5.1.4 Discontinue or change functionality or features that do not materially affect the Software Services.
- 5.1.5 (Automatically) update Software Services. These Terms will apply to any update unless stipulated otherwise by Signify for such update.
- 5.1.6 Freely use Feedback.
- 5.1.7 Prohibit Customer from registering for an Account using a specific email service or internet service provider.

6. CUSTOMER'S RESPONSIBILITIES

6.1 Customer is responsible for:

- 6.1.1 Complying with all laws and regulations applicable to the access or use of the Software Services, including export control laws and regulations.
- 6.1.2 Ensuring compliance by its Authorized Users with Service Documents (particularly, Section 7 of these Terms).
- 6.1.3 Configuring the Software Services and integrating and using SDKs and APIs.
- 6.1.4 Complying with any third-party terms applicable to Third Party Materials.
- 6.1.5 Using Non-Signify Applications and use of Data, including sharing such Data with third parties, at its own risk while ensuring compliance with all applicable laws, including privacy regulations.
- 6.1.6 Keeping the Software Services and Service Documents confidential.
- 6.1.7 Maintaining appropriate security measures to prevent unauthorized access and use of Accounts and Software Services.
- 6.1.8 Immediately (and always within 12 hours) notifying Signify of any security incident.
- 6.1.9 Backing up Customer Information.
- 6.1.10 Complying with (technical) requirements in Service Documents.
- 6.1.11 Setting up and using Accounts.

6.2 Customer shall not, and shall ensure that its Authorized Users shall not:

- 6.2.1 Use Data or Software Services for any other purpose other than its intended professional use, including any illegal activity.
- 6.2.2 Make any modification of or repair the Software Services.
- 6.2.3 Upload any data or content in the Software Services that is illegal or for which the rights or permissions required are not obtained for such upload.
- 6.2.4 Copy, reproduce, modify, or create derivative works of Software Services or Documentation.
- 6.2.5 Reverse engineer or derive the source code or the algorithmic nature of the Software Services unless permitted by applicable law.
- 6.2.6 Decode, decrypt, remove, circumvent, or neutralize any (use) limitations, security measures, other protection, or inject malicious code in the Software Services unless permitted by applicable law.
- 6.2.7 Perform any action in a manner that would require the Software Services, or any derivative work thereof, to be licensed under Open Source Software.

6.3 Customer warrants that it has obtained all necessary consents, permissions and licenses to use the Data and any product, including software, in connection with the Software Services as enabled or used by such services.

6.4 Customer must not rely on the Software Services or Data for High-Risk Applications.

7. USAGE RULES FOR AUTHORIZED USERS

7.1 Authorized Users must use the Software Services only in accordance with the Subscription of the Customer (including the Customer responsibilities pursuant to Section 6 of these Terms).

8. ASSISTANCE

- 8.1** Customer must Assist Signify for the performance of Software Services, by, for example:
- 8.1.1** Updating or replacing parts of Software Service(s).
 - 8.1.2** Providing a suitable Network for Signify's use to deliver the Software Services.
 - 8.1.3** Providing technically competent staff to support Signify.
 - 8.1.4** Providing Signify with alerts or error messages.
 - 8.1.5** Providing assistance in case of non-conformity of the Software Services or security incidents.

9. ASSIGNMENT

- 9.1** Customer can assign its Subscription to a third party ("Assignee"), subject to the following conditions:
- 9.1.1** Customer can only assign the entire Subscription and only for the specific purpose and use intended by that Subscription.
 - 9.1.2** Customer and the Assignee must notify Signify - including the written confirmation of acceptance of the applicable Service Documents by the Assignee - within 30 days from the assignment and further in accordance with any instructions provided in Service Documents and Assist Signify to effectuate the assignment.
 - 9.1.3** Upon receipt of and internal processing by Signify of the aforementioned notification, all relevant Data will be deemed to be Data stored for the Assignee. The Customer must ensure that its Personal Customer Data are not stored anymore in the Software Services.
 - 9.1.4** Customer's obligation to Indemnify Signify related to any event occurred prior to assignment will survive any assignment.
 - 9.1.5** In case of violation of any obligation in this section, Signify has the right to declare the assignment null and void.

10. DATA PROTECTION LAWS

- 10.1** Parties must comply with Applicable Data Protection Laws to the extent related to their respective responsibilities under these Terms.
- 10.1.1** Controller: If Signify Processes Personal Data as a Controller, it will act in accordance with Signify's Privacy Notice.
 - 10.1.2** Processor: If Signify Processes any Personal Customer Data as a Processor, it will act in accordance with Signify's Data Processing Agreement and the applicable Data Processing Schedule.

11. DATA

- 11.1** Use Purpose. Signify and its Affiliates may collect, process, generate and/or store Data by or via the use of Software Services made available for access and use under these Terms. Customer and all Users of such Software Services herewith grant Signify and its Affiliates and its or their suppliers or subcontractors, the perpetual, irrevocable, royalty-free, sublicensable, worldwide right to use Data, other than Personal Customer Data (the use of which shall be governed by Section 10):
- 11.1.1** to comply with applicable laws or fulfill obligations under the Subscription or Service Documents concerning the Software Services or any activities related thereto;
 - 11.1.2** to provide, maintenance or support, including error or bug identification, diagnosis, detection and correction of its products, Software Services and services;
 - 11.1.3** to provide the Customer with information on performance of their products, Software Services or services such as reports or analyses;
 - 11.1.4** to improve or develop the Software Services, new products, software, features or services or use practices or offerings therefor;
 - 11.1.5** for access to such Data by Non-Signify Applications or, at Customer's request, to (other) third parties, subject to any additional terms and conditions set by Signify;
 - 11.1.6** to combine, aggregate or compile Data with other data and to create IPR or derivative works of or modify or adapt Data for any lawful purpose;
 - 11.1.7** to share such Data with any third parties (stand-alone or combined with other data) (other than as provided for under 11.1.5.) for the following purposes, provided such Data is Anonymized:

- i. Providing information, including reports and insights gained, for any of the purposes set out under 11.1.1 to 11.1.6 above to third parties, including customers and potential customers;
 - ii. for the purposes set out under 11.1.1 to 11.1.6 above, provided such third parties are bound by terms and conditions not less restrictive than as set out in this Section 11; and
 - iii. For use in any other product, software or service.
- 11.1.8** for any other purpose not prohibited by applicable law.
- 11.2** Signify disclaims any liability for the availability, accuracy, completeness, reliability, or timeliness of Data otherwise than as specified in the Service Documents.
- 11.3** User Qualification. If the Software Services would qualify as Related Service to any Connected Product supplied by Signify or any of its Affiliates and the Software Services are provided within the European Union, clauses 11.3 through 11.7 apply.
- 11.4** If any other party than Customer, such as any of its Authorized Users, would qualify as User of such Connected Product or Related Service, Customer acknowledges and agrees that:
- 11.4.1** it is acting as the representative of such Users to execute their rights as User against Signify under the Data Act,
 - 11.4.2** where Signify requires, it will act as their point of contact,
 - 11.4.3** it will promptly assist Signify with any request or claim related to such rights, and
 - 11.4.4** Customer represents and warrants towards Signify it has obtained the authorization from all such Users to act in that capacity and take such actions on their behalf.
- 11.5** By accepting these Terms each Authorized User acknowledges and agrees that, if it would qualify as User of the Software Services:
- 11.5.1** Customer (or its successor or assignee) will act as its representative with respect to executing its rights as User against Signify under the Data Act and, where Signify requires, point of contact towards Signify; and
 - 11.5.2** It accepts all rights of Signify, its Affiliates and its and their suppliers and subcontractors with respect to Data as set forth in these Terms.
- 11.6** Customer warrants that it shall only give access to the Software Services to a third party that would qualify as a User subject to acceptance by that third party of this Section 11. At request of Signify, Customer will provide Signify with evidence of such acceptance.
- 11.7** Data Access Request. Subject to the requirements set out in the applicable Generic Data Notice or, if applicable the relevant Specific Data Notice, Customer and any User of the Software Services, may make a request to Signify for themselves or a third party indicated by them for access to Data that 1) is Related Services Data to the Software Services and/or Product Data of the Connected Product to which the Software Services are a Related Service and 2) qualifies as Readily Available Data. With any such request Customer, or the applicable User shall provide Signify with any information needed to identify itself, the relevant User or third party, or as Signify reasonably requires, and upon such request with any additional information Signify reasonably requests to assess whether and to what extent the Customer, such User or a third party indicated by them is entitled to get access to such Data. Upon confirmation by Signify of the entitlement to the requested access, Signify will provide access as per applicable Generic Data Notice or the relevant Specific Data Notice and, in relation to any access to such Data for a third party, provided, however, such third party enters into an agreement regarding such data access as reasonably requested by Signify.

12. NON-CONFORMITY & DISCLAIMER

- 12.1** If there is any non-conformity of Software Services with Section 4, as sole remedy:
- 12.1.1** Signify will correct such non-conformity in accordance with service levels specified for such non-conformity in Service Documents, if any.
 - 12.1.2** When no service levels apply to a non-conformity, Signify will use reasonable commercial efforts to correct such non-conformity within a reasonable time.
 - 12.1.3** If Signify has not been able to correct a non-conformity, Customer is allowed to terminate the Subscription with respect to the affected portion or functionality of the Software Service.
 - 12.1.4** For On-Premises Software Services, Signify's obligations to remedy are limited to 30 days after activation of the Software Service.
- 12.2** Signify does not warrant that Software Services operate uninterrupted, are fit for purpose, free from defects or errors and excludes any remedy in respect thereof and, in addition, for any non-conformity:

- 12.2.1 caused by planned downtime (including for maintenance, updating and repair purposes);
 - 12.2.2 caused by Customer's or Authorized Users' violation of any of the Service Documents; or
 - 12.2.3 of Software Services for which Customer does not have a valid Subscription, have not paid all amounts due and/or for which not all updates by Signify have been implemented.
- 12.3 Free of charge Software Services are provided AS IS and AS AVAILABLE, without warranty or support of any kind.
- 12.4 TO THE MAXIMUM EXTENT PERMITTED BY MANDATORY APPLICABLE LAW, SIGNIFY AND ITS AFFILIATES AND ITS SUPPLIERS DO NOT MAKE ANY OTHER WARRANTIES OR HAVE OTHER OBLIGATIONS OR LIABILITY WITH RESPECT TO NON-CONFORMITY IN SOFTWARE SERVICES.

13. THIRD PARTY MATERIALS

- 13.1 Software Services may include and/or rely on the availability and correct functioning of Third Party Materials:
- 13.1.1 There may be provisions in the terms governing the provision or use of such Third Party Materials that override parts of these Terms.
 - 13.1.2 Signify has no responsibility or liability with respect to Third Party Material unless Signify explicitly states otherwise in Service Documents, even if designated as "compatible" or "certified" or the like. On request Signify will: (i) identify Third Party Materials and related terms that Customer has to comply with; and (ii) if permitted, make available to Customer, the warranties (if any) granted by the third party for such Third Party Materials.

14. NON-SIGNIFY APPLICATIONS AND DATA SHARED WITH THIRD PARTIES

- 14.1 Customer can use Non-Signify Applications in connection with Software Services or Data accessed pursuant to a request as per clause 11.7, but:
- 14.1.1 Signify does not support such Non-Signify Applications;
 - 14.1.2 Signify has no responsibility or liability with respect to Non-Signify Applications or any use of such Data, even if designated as "compatible" or "certified" or the like; and
 - 14.1.3 Signify may audit or verify Customer's use of Non-Signify Applications, or Data by such application, in connection with the Software Services.

15. PRICE & PAYMENT

- 15.1 Customer must pay to Signify the prices or fees as agreed in relevant Service Documents within 30 days of the date of invoice and without any set-off or (tax) withholding.
- 15.2 In case of late payments:
- 15.2.1 Customer must pay interest on all due amounts at the rate of the applicable statutory rate, or in absence thereof, a rate as determined by Signify in conformity with common market practice.
 - 15.2.2 Customer must pay Signify all costs of payment collection, including attorneys' fees.
- 15.3 Price Increase. Signify may adjust prices for:
- 15.3.1 variations in individual costs incurred by Signify in providing the Software Services of more than 5%;
 - 15.3.2 the imposition, enactment, adoption, or modification of any tariffs, duties, levies, or similar directly or indirectly affecting the Software Services;
 - 15.3.3 changes in recently published producer price index selected by Signify, compared to 12 months earlier;
 - 15.3.4 variations in the foreign exchange rate between foreign currencies and the Euro of more than 5% since the date of the applicable Service Document.
- 15.4 Customer must reimburse Signify for all costs and expenses for Variations.

16. TAXES

- 16.1 All prices are in the currency as specified in Service Documents and net of any Taxes.
- 16.1.1 Customer must bear all such Taxes and Signify may add these to the price or invoice separately.
 - 16.1.2 Customer is not allowed to withhold any Taxes from payments under Service Documents, except if any governmental authority requires Customer to do so.

16.2 If Customer is allowed to deduct Taxes from payments, the amounts payable to Signify must be grossed up with such additional Taxes. Signify is entitled to receive the same net amount as if no such withholding would have been required.

17. INTELLECTUAL PROPERTY

17.1 IPR Ownership. Ownership of IPR in the Software Services and Service Documents remains with Signify, its Affiliates, its licensors, or its suppliers.

17.2 IP Claims. In case of an IP Claim:

17.2.1 Customer must notify Signify immediately; and

17.2.2 If Signify considers the Software Services or Customer's use thereof in accordance with the Service Documents infringe third party IPR, Signify may, at its sole option, either:

- i. procure for Customer the right to continue to use such Software Services;
- ii. revise such Software Services so that these are not subject to that IP Claim anymore; or
- iii. suspend or terminate Customer's Subscription and make an appropriate refund of amounts paid by Customer for the affected part of the Software Service.

17.3 IP Proceedings. If an IP Claim results in any legal proceedings against Customer, Signify will reimburse Customer in respect of any final award of damages by a court of competent jurisdiction holding that Customer's use of the Software Services supplied by Signify in accordance with Service Documents solely and directly infringes any third party IPR, provided that Customer:

17.3.1 hereby gives Signify full and exclusive authority, at the option and cost of Signify, to settle or conduct the defense of the IP Claim;

17.3.2 will Assist Signify;

17.3.3 is not allowed to enter into any settlement in connection with the IP Claim; and

17.3.4 Signify will only compensate Customer for any costs or expenses that Signify has approved.

17.4 Exclusions. Signify will have no obligations or liability towards Customer for IP Claims resulting from:

17.4.1 compliance with Customer Information or resulting from any changes made by or for Customer;

17.4.2 any violation by Customer or any of Authorized Users of Service Documents;

17.4.3 any combination, method or process in the manufacture, testing or application in which such Software Services may have been used;

17.4.4 resulting from compliance with relevant industry standards.

Customer must Indemnify Signify for such IP Claims, provided that: (a) Signify gives Customer prompt notice in case Signify has received such IP Claim. ; and (b) Signify has granted Customer, on request, authority to settle or conduct the defence of the IP Claims.

17.5 This section Intellectual Property states Signify's only obligations for IP Claims.

18. SUSPENSION & TERMINATION

18.1 Signify is allowed to suspend or terminate the Subscription without liability if:

18.1.1 Customer or any Authorized User act in violation of Service Documents;

18.1.2 required by law or regulation or at the request of a relevant regulatory authority;

18.1.3 suspension or termination is needed in Signify's discretion to protect Signify's and/or Customer's systems;

18.1.4 Software Services are hampered by Third Party Materials or Force Majeure;

18.1.5 the initial Subscription Period has been automatically extended, taking into account a reasonable notice period;

18.1.6 described in the relevant Service Documents; or

18.1.7 the Subscription is provided to Customer free of charge.

18.1.8 Providers of Non-Signify Applications are in breach of Signify's Developer Portal Terms available at <https://www.developer.interact-lighting.com/> and/or any other terms and conditions agreed with them.

19. CONSEQUENCES OF TERMINATION

19.1 Upon termination of the Subscription:

19.1.1 Customer is no longer allowed to use the Software Services with immediate effect.

19.1.2 Customer must immediately pay all amounts due.

19.1.3 Provisions in Service Documents that are destined to survive termination, will so survive.

19.1.4 Customer must delete all of Signify's confidential information promptly.

20. LIABILITY

20.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, SIGNIFY, ITS AFFILIATES AND THEIR RESPECTIVE SUPPLIERS:

20.1.1 WILL NOT BE LIABLE TO CUSTOMER, CUSTOMER'S AFFILIATES, CUSTOMER'S REPRESENTATIVES, AUTHORIZED USERS, OR ANY THIRD PARTY UNDER OR IN CONNECTION WITH THE SUBSCRIPTION, THE SOFTWARE SERVICES AND/OR THE SERVICE DOCUMENTS FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES (FOR EXAMPLE: LOSS OF DATA, LOSS OF PROFIT, LOSS OF REVENUES), REGARDLESS OF WHETHER BASED UPON A CLAIM OR ACTION OF TORT, CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20.1.2 HAVE NO LIABILITY UNDER ANY LEGAL THEORY OR CAUSE OF ACTION IN CASE OF FORCE MAJEURE OR FOR SOFTWARE SERVICES PROVIDED FREE OF CHARGE.

20.1.3 LIMIT THEIR AGGREGATE LIABILITY TO CUSTOMER, CUSTOMER'S AFFILIATES, CUSTOMER'S REPRESENTATIVES, AUTHORIZED USERS, OR ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR ACTIONS ARISING FROM OR RELATED TO THE SUBSCRIPTION, THE SOFTWARE SERVICES AND/OR THE SERVICE DOCUMENTS TO A MAXIMUM OF 20% OF THE PRICES PAID TO SIGNIFY FOR THE AFFECTED SUBSCRIPTION.

20.2 Neither Signify nor its Affiliates will be liable for any malfunctions, failures, damages, or performance issues in products arising from or caused by the use, interaction, or integration of the Software Services therewith.

20.3 Neither Signify nor its Affiliates have any liability, whether in contract, tort, or otherwise, towards any Authorized User individually. Any rights, claims, or remedies arising under these Terms (including other Service Documents) are enforceable only by the Customer, and no Authorized User shall have any direct claim against Signify.

21. INDEMNIFICATION

21.1 Customer must Indemnify Signify, its Affiliates and their respective suppliers against claims:

21.1.1 caused by a violation by Customer or any Authorized Users of the Service Documents; and/or

21.1.2 from Authorized Users or any third parties related to Customer's or Authorized Users' use of the Software Services.

22. GENERAL PROVISIONS

22.1 Signify may make any changes to Services Documents from time to time that will be in effect for all or, at Signify's discretion, certain Software Services and Subscriptions from the effective date of such change. If a change to a Service Document other than Documentation or the Privacy Notice has a material adverse impact and is not related to an update of On-Premises Software Services, Signify will notify Customer of such change. If Customer objects to such change by notifying Signify thereof in writing within 30 days after its notification, the original Service Document will remain in effect until the end of the then running Subscription Period. Customer's continued use of the Software Services without giving Signify notice of objections in accordance with the above, will constitute Customer's consent to such modifications.

22.2 Signify reserves the right to send notifications to the Customer and Authorized Users via Software Services and email, including but not limited to Subscription- and/or Software Services-related communications, such as updates on performance, malfunctioning, consumption, warnings of the Software Services, modifications to these Terms, Subscription updates or upgrades. Customer and each of the Authorized Users acknowledge and agree to receive such communications as part of the Subscription.

22.3 If Customer has received access to or use of the Software Services (or part thereof) by downloading a mobile app comprising the Software Services or any part thereof (the "App") from the Apple, Inc. ("Apple") App Store or if Customer uses the App on an iOS device, Customer acknowledges that Customer has read, understood, and agreed to the following notice regarding Apple. These Terms are between Customer and Signify only, not with Apple, and Apple is not responsible for the Software Services or the content thereof. Apple has no

obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, to the maximum extent permitted by applicable law, Apple has no warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by Customer or any third party relating to the App or Customer's possession and/or use of the App, including: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the App and/or Customer's possession and use of the App infringe that third party's intellectual property rights. Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and upon Customer's acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against Customer as a third party beneficiary of these Terms.

- 22.4** Signify may assign or delegate any rights and obligations under the Subscription or any of the Service Documents without notice or Customer's consent. Subject to Section 9, Customer cannot assign or delegate any rights and obligations under the Subscription or any of the Service Documents without prior consent of Signify.
- 22.5** The applicable law as indicated in Annex 2 governs the Subscription and Service Documents. Legal proceedings can be brought exclusively to the venue as indicated in Annex 2. If Customer's country of domicile is not included in Annex 2, Signify will mean "Signify Netherlands B.V." with exclusive venue in Amsterdam, The Netherlands. In the event of any discrepancy between Annex 2 and the applicable Statement of Work regarding the legal entity of the Signify group of companies, governing law or venue, the provisions set out in the Statement of Work prevail.
- 22.6** In case of inconsistency between any of the Service Documents, the following ranking order will apply: (i) Statement of Work; (ii) confirmed orders; (iii) Signify's offers; (iv) Documentation; (v) Country Specific Terms and (vi) these Terms. With respect to APIs, any specific terms and conditions that Signify may apply thereto will prevail. Customer's purchase of the Subscription is not contingent on the delivery of any future functionality or features.
- 22.7** The applicable Service Documents constitute the entire agreement with respect to the Subscription and supersede all prior understandings.
- 22.8** Customer must notify Signify in writing of a claim within 30 days of the date of the event giving rise to the claim. Any lawsuit relating to a claim must be filed within 1 year of the date of such notification. All other claims will be null and void.
- 22.9** If a provision of a Service Document is found to be invalid or unenforceable, the remainder will still apply and the parties to the Terms will try to substitute that provision by a provision that corresponds as closely as possible to the original intention.

Annex 1 - Definitions

- 1. Account:** A user account and/or credentials for access and use of Software Services to which Customer has a Subscription.
- 2. 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.
- 3. Anonymize:** means remove or irreversibly alter any Personal Data .
- 4. API:** An application program interface (including its Documentation).
- 5. Applicable Data Protection Laws:** The provisions of GDPR, and other applicable mandatory laws containing rules for the protection of Personal Data.
- 6. Assignee:** As defined in Section 9.
- 7. Assist or Assistance:** Any support, cooperation, making available technically competent personnel, access, tools, facilities, information or any other assistance, as the context requires, that Signify may reasonably require from the Customer.
- 8. Authorized User:** An individual, organization, or legal entity for whom an Account has been created.
- 9. Country Specific Terms:** Terms as included in Annex 3 hereto that include specific deviations from or additions to these Terms for a certain country in relation to the Software Services.
- 10. Data:** Digitally stored information collected, processed, generated and/or stored by or through the use of the Software Services.
- 11. Data Act:** the Regulation (EU) 2023/2854 of the European Parliament and of the council of 13 December 2023 on harmonized rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (Data Act) as may be amended from time to time.
- 12. Data Processing Agreement:** The terms and conditions applicable to the Processing of Personal Customer Data as part of the Software Services by Signify as Processor, if any, as published on: <https://www.signify.com/global/legal/digital-terms/dpa>.
- 13. Data Processing Schedule:** The applicable schedule, if any, as published on: <https://www.signify.com/global/legal/digital-terms/dpa> 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 of Personal Customer Data.
- 14. Documentation:** Documentation and instructions provided by Signify or posted on its website in connection with the Software Services (for example: user manuals and instructions, design guides, Software Services Specification Sheets and product data sheets), all as Signify may update from time to time.
- 15. End of Life Policy:** Signify's end of life policy for the Software Services as published at: <https://www.signify.com/global/our-offers/for-professionals/policies-announcements>.
- 16. Feedback:** Any (rights to) comments, suggestions, or any other materials Customer provides to Signify related to the Software Services.
- 17. Force Majeure:** Any event beyond the reasonable control of Signify, whether or not foreseeable at the time of the relevant Service Documents, as a result of which Signify or its suppliers or other third parties on which Software Services rely cannot reasonably perform its obligations, including acts of God, natural catastrophes including earthquake, lightning, hurricane, flooding or volcanic activities or extreme weather conditions, epidemics, pandemics, strikes, lock-outs, war, terrorism, political or civil unrest, riots, vandalism, industry-wide shortages, breakdown of plant or machinery, fault or loss of electricity supply, cyberattacks and hacking.
- 18. GDPR:** The General Data Protection Regulation (2016/679).
- 19. Generic Data Notice:** The applicable generic data notice as referred to here: <https://www.signify.com/global/legal/digital-terms/data-notices>.
- 20. High Risk Applications:** Applications or activities where the use or failure of the Software Services could lead to death, personal injury, or environmental damage.
- 21. Indemnify:** To defend and hold harmless Signify, its Affiliates and its suppliers and their employees, agents, successors, and assignees from and against all losses, liabilities, costs and expenses.

- 22. IPR:** Patents, utility models, registered and unregistered designs, copyrights, database rights, trademarks, domain names, trade secrets, know-how, semiconductor IC topography rights and all registrations, applications, renewals, extensions, combinations, divisions, continuations, or reissues of any of the foregoing.
- 23. IP Claim:** Any third party claim alleging that (any part of) Software Services infringes any third party IPR.
- 24. Malicious Code:** “Time bombs”, “worms”, “viruses”, “Trojan horses”, or similar.
- 25. Network:** The internet, intranet, telecommunication network, wired network, wireless network, or other communication infrastructure connected to or used by Software Services.
- 26. Non-Signify Application:** Any web, mobile, cloud-based, offline or other software application, functionality, product or service or consulting service that, , interoperates with one or more Software Services or products supplied by Signify but that is not provided by Signify to Customer as part of a Statement of Work, including, for example, an application that is developed by or for Customer by a third party.
- 27. On-Premises Software Services:** Software Services that are physically installed at Customer’s location and/or on servers, or other devices, controlled by or on behalf of the Customer and/or Authorized Users.
- 28. Open Source Software:** Any software that is licensed under open source license terms that require as a condition of use, modification or distribution of a work: (i) the making available of source code or other materials preferred for modification, (ii) the granting of permission for creating derivative works, (iii) the reproduction of certain notices or license terms in derivative works or accompanying documentation, or (iv) the granting of a royalty-free license to any party under IPR regarding the work or any work that contains, is combined with, requires or otherwise is based on the work.
- 29. Personal Customer Data:** Any Personal Data Processed by Signify on behalf of Customer.
- 30. Privacy Notice:** Signify’s “Privacy Notice for Customers, Consumers and Other Business Persons” which is available on <https://www.signify.com/privacynotice>.
- 31. Sales Terms:** Signify’s sales terms as published here: <https://www.signify.com/global/conditions-of-commercial-sale>.
- 32. Security Statement:** Signify’s generic security statement as published at: <https://www.signify.com/global/product-security/professional-systems-and-services>, and any specific security statement concerning the Software Service (or System the Software Services are part of) made available by and at the discretion of Signify
- 33. Service Documents:** These Terms, Country Specific Terms, Specific Terms, Statements of Work, Software Services Specification Sheets, Security Statements, End of Life Policy, Documentation, the Data Processing Agreement, Data Processing Schedules, the Privacy Notice, confirmed orders, and accepted offers concerning the Software Services.
- 34. Software Services:** Delivery and/or the making available of certain web, mobile, cloud-based, On-Premises Software Services or other software applications or functionality and/or SDKs and APIs, and may include related hosting infrastructure services, Data related services, such as sharing of Data with Customer, User or, at the request of Customer, third party and other services and associated tools, software and Documentation Signify has made available to Customer all in accordance with Service Documents.
- 35. Software Services Specification Sheet:** means the specification of Software Services provided by Signify or posted on its website.
- 36. Specific Data Notice** means, in relation to a Related Service the document as published by Signify, or the part of the Software Services Specification Sheet in respect of that Related Service, in which Signify provides certain information as required under article 3.3. of the Data Act on Product Data and/or Related Services Data in respect of that Related Service.
- 37. Specific Terms:** Additional specific terms applicable to certain Software Services as published on: <https://www.signify.com/global/legal/digital-terms>.
- 38. Statement of Work:** a document that contains specific technical, commercial and operational details on the Software Services and the Subscription, including updates thereof. A Statement of Work may cover details of additional installation, commissioning or other services from Signify (on-site or remote), or the supply of certain products or systems. An offer or quotation issued by Signify and/or an order acknowledgement or order confirmation issued by Signify with respect to a purchase order of Customer shall also be deemed a Statement of Work to the extent related to Software Services.

- 39. Subscription:** The non-exclusive, limited right to use certain Software Services, during the applicable Subscription Period in accordance with applicable Service Documents. Software Services are made available as a right to use and not sold.
- 40. Subscription Period:** The period for which Customer has procured a Subscription as agreed in Service Documents, and subject to End of Life Policy. If Service Documents do not state a period this period will be 1 year, with automatic extensions of 1-year periods. The period shall commence upon System acceptance if the Software Services are provided as part of a project which includes installation and commissioning of the System. In all other cases, the period shall begin upon activation or delivery by Signify, whichever occurs first, unless otherwise agreed in writing.
- 41. System:** Combination of products with or without services and/or Software Services, wherein such combinations are intended to function together as a cohesive unit or integrated solution.
- 42. Taxes:** Any taxes (excluding taxes on Signify's net income) duties or other fees, now or hereafter imposed by any governmental authority.
- 43. Third Party Materials:** third party software, data (including those received from Non-Signify Application), Open Source Software and services (for example: cloud hosting services, connectivity and communication services from mobile operators).
- 44. Variation:** Any cancellation, delay or other change with respect to agreed Service Documents, caused by: changes proposed by Customer and accepted by Signify; changes in applicable laws, regulations or industry standards; emergency situations; Customer Information being incorrect or incomplete; or Customer's and/or Authorized User's violation of Service Documents.
- 45. Customer Information:** (i) all information, instructions and data provided by Customer to Signify to in relation to the Service Documents, Subscription or using the Software Services; (ii) any content, materials, data and information that Customer and/or Authorized User enter into the Software Services.

The terms Personal Data, Processing, Processor, Controller will have the meaning as set out in the GDPR whereas the terms Connected Product, Data Holder, Product Data, Readily Available Data, Related Service, Related Services Data and User have the meaning as attributed thereto in the Data Act.

Annex 2 - Signify entity, governing law and forum

Customer's Country of domicile	Legal entity of the Signify group of companies	Applicable law	Venue
AMERICAS			
Argentina	Signify Argentina S.A.	laws of Argentina	courts of Buenos Aires, Argentina
Brazil	Signify Iluminação Brasil Ltda	laws of Brazil	courts of São Paulo, Brazil
Canada	Signify Canada Ltd.	laws of the Province of Ontario	courts of Toronto, Ontario, Canada
	Cooper Lighting Canada Limited		
Panama, El Salvador, Caribbean, Ecuador	Signify Caribbean, Inc.	laws of Panama	courts of Panama City, Panama
Chile	Signify Chilena S.A.	laws of Chile	courts of Santiago, Chile
Colombia	Signify Colombiana S.A.S.	laws of Colombia	courts of Bogotá (Colombia)
Mexico	Signify Mexico S.A. de C.V.	laws of México	courts of Mexico City
Peru	Signify Peru S.A.	laws of Peru	courts (and tribunals) of Lima, Peru
United States of America	Signify North America Corporation	laws of the state of New York, USA	courts of the state of New York, USA
	Cooper Lighting, LLC (for Cooper Software Services)	laws of the State of Georgia, USA	courts of the state of Georgia in Fulton County, Georgia, USA
	Fluence Bioengineering Inc. (for Fluence Software Services)	laws of the state of Delaware, USA	courts of the state of Delaware, USA
	Once Innovations Inc. (for Once Software Services)	laws of the state of Minnesota, USA	courts of the state of Minnesota, USA
Uruguay	Signify Uruguay S.A.	laws of Uruguay	courts (and tribunals) of Montevideo, Uruguay
EUROPE			
Austria	Signify Austria GmbH	laws of Austria	courts of Vienna, Austria
Belgium	Signify Belgium N.V.	laws of Belgium	courts of Brussels, Belgium
Bulgaria	Signify Romania SRL	laws of Romania	courts of Bucharest, Romania
Croatia	Signify Romania SRL	laws of Romania	courts of Bucharest, Romania
Czech Republic	Signify Commercial Czech Republic s.r.o.	laws of the Czech Republic	courts of Prague, Czech Republic
Denmark	Signify Denmark A/S	laws of Denmark	courts of Denmark
Estonia	Signify Poland Sp. z o.o.	laws of Poland	courts of Pila, Poland
Finland	Signify Finland OY	laws of Finland	courts of Finland
France	Signify France	laws of France	courts of Nanterre, France
Germany	Signify GmbH	laws of The Netherlands	courts of Amsterdam, The Netherlands
	Once GmbH (for Once Software Services)		
Greece	Signify Hellas S.A.	laws of Greece	courts of Athens, Greece
Hungary	Signify Hungary kft.	laws of Hungary	courts of Tamasi, Hungary
Ireland	Signify Commercial Ireland Ltd.	laws of Ireland	courts of Dublin, Ireland
Italy	Signify Italy S.p.A.	laws of Italy	courts of Milan, Italy
Latvia	Signify Poland Sp. z o.o.	laws of Poland	courts of Pila, Poland
Lithuania	Signify Poland Sp. z o.o.	laws of Poland	courts of Pila, Poland
Luxembourg	Signify Luxembourg S.A.	laws of Luxembourg	courts of Luxembourg
The Netherlands	Signify Netherlands B.V.	laws of The Netherlands	courts of Amsterdam, The Netherlands
Norway	Signify Norway A/S	laws of Norway	courts of Norway
Poland	Signify Poland Sp. z o.o.	laws of Poland	courts of Pila, Poland

Portugal	Signify Portugal, Unipessoal Lda.	laws of Portugal	courts of Lisbon, Portugal
Romania	Signify Romania SRL	laws of Romania	courts of Bucharest, Romania
Russia	Signify Eurasia LLC	laws of Russian Federation	Moscow Arbitration Court
Serbia	Signify Romania SRL	laws of Romania	courts of Bucharest, Romania
Slovakia	Signify Slovakia s.r.o.	laws of the Slovak Republic	courts of Bratislava, Slovak Republic
Slovenia	Signify Romania SRL	laws of Romania	courts of Bucharest, Romania
Spain	Signify Iberia, S.L.U.	laws of Spain	courts of Madrid, Spain
Sweden	Signify Sweden AB	laws of Sweden	courts of Sweden
Switzerland	Signify Switzerland AB	laws of Switzerland	courts of Zurich, Switzerland
United Kingdom	Signify Commercial UK Limited	laws of England	courts of London, England
	Telensa Ltd. (for Telensa Software Services)		
Ukraine	Signify Ukraine LLC	laws of Ukraine	Ukrainian Economic Court
All European Countries (for Fluence Software Services)	Signify Products B.V.	laws of The Netherlands	courts of Amsterdam, The Netherlands
ASIA, AFRICA AND PACIFIC			
All African countries (excluding: Egypt, Libya, Morocco, South Africa and Sudan)	Signify Products B.V.	laws of The Netherlands	courts of Amsterdam, The Netherlands
Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Mongolia, Tajikistan, Turkmenistan, Uzbekistan	Signify Products B.V.	laws of The Netherlands	courts of Amsterdam, The Netherlands
Australia	Signify Australia Ltd.	laws of New South Wales, Australia	courts of New South Wales, Australia
Bahrain	Signify Netherlands B.V. (having its branch registered in Jebel Ali Free Zone)	laws of United Arab Emirates	courts of Dubai, United Arab Emirates
Bangladesh	Signify Bangladesh Limited	laws of Bangladesh	courts of Dhaka, Bangladesh
People's Republic of China	Signify (China) Investment Co., Ltd.	laws of the People's Republic of China	courts of Minhang District Shanghai, People's Republic of China
Egypt	Signify Egypt LLC	laws of the Arab Republic of Egypt	courts of Egypt
Hong Kong	Signify Hong Kong Ltd.	laws of the Hong Kong Special Administrative Region	courts of the Hong Kong Special Administrative Region
India	Signify Innovations India Limited	laws of India	courts of Gurgaon, Haryana, India
Indonesia	PT Signify Commercial Indonesia	laws of Republic of Indonesia	courts of South Jakarta, Indonesia
Iraq	Signify Netherlands B.V. (having its branch registered in Jebel Ali Free Zone)	laws of United Arab Emirates	courts of Dubai, United Arab Emirates
Israel	Signify Hellas S.A.	laws of Greece	courts of Athens, Greece
Japan	Signify Japan GK	laws of Japan	courts of Tokyo, Japan

Jordan	Signify Netherlands B.V. (having its branch registered in Jebel Ali Free Zone)	laws of United Arab Emirates	courts of Dubai, United Arab Emirates
Korea	Signify Korea Inc.	laws of Republic of Korea	courts of the Republic of Korea
Kuwait	Signify Netherlands B.V. (having its branch registered in Jebel Ali Free Zone)	laws of United Arab Emirates	courts of Dubai, United Arab Emirates
Lebanon	Signify Netherlands B.V. (having its branch registered in Jebel Ali Free Zone)	laws of United Arab Emirates	courts of Dubai, United Arab Emirates
Malaysia	Signify Malaysia Sdn. Bhd.	laws of Malaysia	courts of West Malaysia
Morocco	Signify Maroc SARL	laws of Morocco	courts of Casablanca, Morocco
New Zealand	Signify New Zealand Limited	laws of New Zealand	courts of Auckland, New Zealand
Oman	Signify Netherlands B.V. - (having its branch registered in Jebel Ali Free Zone)	laws of United Arab Emirates	courts of Dubai, United Arab Emirates
Pakistan	Signify Pakistan Limited	laws of Pakistan	courts of Karachi, Pakistan
Philippines	Signify Philippines Inc.	laws of The Philippines	courts of Taguig City, Philippines
Qatar	Signify Netherlands B.V. - (having its branch registered in Jebel Ali Free Zone)	laws of United Arab Emirates	courts of Dubai, United Arab Emirates
Saudi Arabia	Signify Saudi Arabia LLC (for Software Services provided to National Energy Services Company (NESCO) only)	laws of the Kingdom of Saudi Arabia	courts of the Kingdom of Saudi Arabia
	Saudi Lighting Company Limited (for Software Services provided to any other legal entity than National Energy Services Company (NESCO))	laws of the Kingdom of Saudi Arabia	courts of the Kingdom of Saudi Arabia
United Arab Emirates	Signify Middle East Trading and Services L.L.C.	laws of United Arab Emirates	courts of Dubai, United Arab Emirates
Singapore	Signify Singapore Pte. Ltd.	laws of Singapore	courts of Singapore
South Africa	Signify Commercial South Africa (Pty) Ltd.	laws of Republic of South Africa	courts of the Republic of South Africa
Sri Lanka	Signify Lanka (Private) Limited	laws of Sri Lanka	courts of Colombo, Sri Lanka
Taiwan	Signify Taiwan Limited	laws of Taiwan, the Republic of China	district Courts of Taipei, the Republic of China
Thailand	Signify Commercial (Thailand) Limited	laws of Thailand	courts of Thailand
Turkey	Signify Aydınlatma Ticaret A.Ş.	laws of the Republic of Turkey	Istanbul central courts
Vietnam	Signify Vietnam Limited	laws of Vietnam	courts of Vietnam
Yemen	Signify Netherlands B.V. - (having its branch registered in Jebel Ali Free Zone)	laws of United Arab Emirates	courts of Dubai, United Arab Emirates

Annex 3 - Country Specific Terms

Your Country of domicile	Deviation or addition to original provision	Deviation or addition in local language (other than English)
Argentina, Chile, Colombia, Mexico, Panama, Peru, Uruguay	Section 22.8 is not applicable.	La sección 22.8 no es aplicable.
Brazil	Section 22.8 is not applicable.	A Seção 22.8 não é aplicável.
Canada	<p>Section 2.3 shall read as follows:</p> <p>Additional installation, commissioning, maintenance, support or other services from Signify (on-site or remote), or the supply of certain products, all as may be required in relation to Software Services, will be subject to Signify’s Sales Terms, with the exception of any Lifecycle Services, which shall be subject to and governed by: (a) the Terms and Conditions for Provision of Lifecycle Services of Signify, accessible at: https://www.signify.com/en-ca/support/lifecycle-services (“LCS Terms”); and, (b) the Lifecycle Services Description applicable to the respective Lifecycle Services, accessible at: https://www.signify.com/en-ca/support/lifecycle-services (“LCS Descriptions”). Signify’s Sales Terms, these Terms, the Specific Terms, the LCS Terms and the LCS Descriptions apply separately to each product, service, Lifecycle Service or Software Service respectively, and not to a System as a whole. Signify does not assume obligations or grant any rights concerning Systems as a whole.</p> <p>The following paragraph is added to Section 22.</p> <p>(1) To the extent Customer is procuring the Subscription and/or the Software Services not directly from Signify but rather from a third party such as, without limitation, a Signify authorized distributor, a reseller or distributor, a general contractor or an energy savings company (ESCO) (the “Third Party”) or the Subscription and/or Software Services are</p>	<p>La Section 2.3 est libellée comme suit :</p> <p>Les services supplémentaires d'installation, de mise en service, de maintenance, d'assistance ou autres fournis par Signify (sur site ou à distance), ou la fourniture de certains produits, tous nécessaires dans le cadre des Services logiciels, seront soumis aux Conditions générales de vente de Signify, à l'exception des Services de cycle de vie, qui seront soumis et régis par : (a) les Conditions générales de fourniture des Services de cycle de vie de Signify, accessibles à l'adresse: https://www.signify.com/en-ca/support/lifecycle-services (« Conditions LCS »); et (b) la Description des services de cycle de vie applicable aux Services de cycle de vie respectifs, accessible à l'adresse: https://www.signify.com/en-ca/support/lifecycle-services (« Descriptions LCS »). Les Conditions générales de vente de Signify, les présentes Conditions, les Conditions spécifiques, les Conditions LCS et les Descriptions LCS s'appliquent séparément à chaque produit, service, Service de cycle de vie ou Service logiciel, et non à un Système dans son ensemble. Signify ne s'engage à aucune obligation et n'accorde aucun droit concernant les Systèmes dans leur ensemble.</p> <p>Le paragraphe suivant est ajouté à la Section 22.</p> <p>(1) Dans la mesure où le Client achète l'Abonnement et/ou les Services logiciels non pas directement auprès de Signify, mais auprès d'un tiers tel que, sans s'y limiter, un distributeur agréé Signify, un revendeur ou un distributeur, un entrepreneur général ou une société d'économies d'énergie (ESCO) (le « Tiers ») ou si l'accès à l'Abonnement et/ou aux Services logiciels est obtenu par le Client ou pour son compte dans le cadre de l'achat par le</p>

	<p>otherwise being accessed by or on Customer’s behalf in connection with Customer’s or its representative’s or supplier’s purchase of certain hardware and luminaires from such Third Party, the following understandings apply:</p> <p>The Third Party has been given by Signify or its customers the limited right to resell and distribute luminaires and hardware together with the Subscription, and to assign the Subscription to Customer subject to the Service Documents, but such Third Party: (a) is an independent, non-Signify affiliated entity over whom Signify exercises no authority or control, (b) is not Signify’s agent or representative, and (c) has no authority to make any representations, warranties, or promises on behalf of or otherwise bind Signify in law or contract; except that the Third Party is authorized to: (x) assign Signify’s standard luminaire and hardware warranties directly to Customer (the “Signify Product Warranty”); and (y) assign the Subscription to Customer subject to acceptance by Customer of the Service Documents, copies of all of which Customer acknowledges receiving.</p> <p>The Signify Product Warranty is made in lieu of all other warranties, whether express or implied, including warranties of merchantability or fitness for a particular purpose, all of which are hereby disclaimed.</p> <p>Signify agrees to provide access to and use of the Software Service exclusively in accordance with the Service Documents, and Customer’s and/or any Authorized Users’ use of the Subscription and/or the Software Services shall be deemed and construed as acceptance and acknowledgment by Customer of the Service Documents.</p> <p>Signify’s obligations and responsibilities to Customer, and Customer’s rights and remedies against Signify, are expressly limited to those specifically identified under the Service Documents, and are not supplemented, varied, or modified by any agreement or other understandings between Customer and any Third Party. All terms and conditions respecting the purchase, sale, performance or use of any Signify hardware or luminaires shall be solely as agreed upon between the Third Party and Customer or Customer’s representative or supplier.</p>	<p>Client, son représentant ou son fournisseur de certains matériels et luminaires auprès dudit Tiers, les dispositions suivantes s'appliquent :</p> <p>Le Tiers a obtenu de Signify ou de ses clients le droit limité de revendre et de distribuer des luminaires et du matériel avec l'Abonnement, ainsi que de céder l'Abonnement au Client sous réserve des Documents de service. Toutefois, ce Tiers : (a) est une entité indépendante, sans lien d'affiliation avec Signify, sur laquelle Signify n'exerce aucune autorité ni contrôle ; (b) n'agit pas en tant qu'agent ou représentant de Signify ; et (c) ne dispose d'aucun pouvoir pour faire des déclarations, donner des garanties ou prendre des engagements au nom de Signify, ni pour engager Signify de quelque manière que ce soit, que ce soit en vertu de la loi ou d'un contrat. Cependant, le Tiers est autorisé à : (i) céder directement au Client les garanties standard de Signify sur les luminaires et le matériel (la « Garantie produit Signify ») ; et (ii) céder l'Abonnement au Client, sous réserve de l'acceptation par le Client des Documents de service, dont le Client reconnaît avoir reçu toutes les copies.</p> <p>La Garantie produit Signify remplace toutes les autres garanties, expresses ou implicites, y compris les garanties de qualité marchande ou d'adéquation à un usage particulier, qui sont toutes exclues par les présentes. Signify accepte de fournir l'accès et l'utilisation du Service logiciel exclusivement en conformité avec les Documents de service. En outre, l'utilisation par le Client et/ou tout Utilisateur autorisé de l'Abonnement et/ou des Services logiciels sera réputée constituer l'acceptation et la reconnaissance par le Client des Documents de service.</p> <p>Les obligations et responsabilités de Signify envers le Client, ainsi que les droits et recours du Client à l'encontre de Signify, sont expressément limités à ceux spécifiquement identifiés dans les Documents de service et ne sont pas complétés, modifiés ou remplacés par un accord ou une autre entente entre le Client et un Tiers. Toutes les conditions relatives à l'achat, la vente, la performance ou l'utilisation de tout matériel ou luminaire Signify sont celles convenues entre le Tiers et le Client ou le représentant ou fournisseur du Client.</p>
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	<p>Signify shall have no liability or responsibility with respect to any: (i) written agreement as may exist between the Third Party and Customer or Customer's representative or supplier, (ii) any rights or remedies that Customer may have as a buyer of goods or services against the Third Party as the seller pursuant to the applicable provisions of the Sale of Goods Act as adopted by the province in which such goods are installed or such services are provided or performed, and (iii) any other obligation other than those expressly set forth in the Service Documents.</p>	<p>Signify décline toute responsabilité concernant : (i) tout accord écrit pouvant exister entre le Tiers et le Client ou le représentant ou fournisseur du Client, (ii) tout droit ou recours dont le Client peut disposer en tant qu'acheteur de biens ou de services à l'encontre du Tiers en tant que vendeur conformément aux dispositions applicables de la législation concernant la vente de marchandises d'application à l'endroit où ces biens sont installés ou ces services sont fournis ou exécutés, et (iii) toute autre obligation autre que celles expressément énoncées dans les Documents de service.</p>
<p>People's Republic of China</p>	<p>Section 22.8 is not applicable.</p> <p>Definition of Applicable Data Protection Laws under Annex-1 is replaced by the following:</p> <p>Applicable Data Protection Laws: the provisions of GDPR, and other applicable laws and regulations of the People's Republic of China containing rules for the protection of Personal Data, cybersecurity, and protection of data in general, which includes but is not limited to Personal Information Protection Law, Data Security Law and Cybersecurity Law.</p> <p>The terms Personal Data, Processing, Processor, Controller will have the meaning as set out in the Personal Information Protection Law, where the Personal Data should refer to Personal Information, Processor should refer to Entrusted Data Handler and Controller shall refer to Data Handler.</p>	<p>第 22.8 節 不適用</p> <p>附件一中「適用資料保護法」之定義以下文取代：</p> <p>適用資料保護法： GDPR 的規定及中華人民共和國就個人資料保護、網路安全和一般資料保護的其他適用法律與法規，包括但不限於《個人信息保護法》、《數據安全法》和《網絡安全法》。</p> <p>「個人資料」、「處理」、「處理者」、「控制者」等詞語的含義應與《個人信息保護法》之定義相同，其中「個人資料」指個人資訊，「處理者」指受託資料處理者，「控制者」指資料處理者。</p>
<p>Hungary</p>	<p>Following paragraph is added to Section 22:</p> <p>You declare that, pursuant to Section 6:78 (1) of the Hungarian Civil Code, prior to entering into this contract We have enabled You to familiarize yourself with the content of these Terms, and that We have provided You with specific information on the following terms and conditions pursuant to Section 6:78 (2), which you expressly accept pursuant to Section 6:78 (3): Section 4, 5, 6, 7, 9, 12, 15, 17, 18, 19, 20, 21 and 22.</p>	<p>A 22. szakasz a következő bekezdéssel egészül ki:</p> <p>Ön kijelenti, hogy a jelen szerződés megkötése előtt a magyar Polgári Törvénykönyv (Ptk.) 6:78 § (1) bekezdése szerint lehetővé tettük az Ön számára, hogy megismerkedjen a jelen Feltételek tartalmával, valamint a Ptk. 6:78 § (2) bekezdésének megfelelően konkrét információkkal láttuk el a következő általános szerződési feltételekről, amelyeket Ön a Ptk. 6:78 § (3) bekezdésének megfelelően kifejezetten elfogad: A Signify felelőssége, a 4., 5., 6., 7., 9., 12., 15., 17., 18., 19., 20., 21. és 22. szakasz tartalmazza.</p>

India	<p>Section 16 is replaced with the following:</p> <p>All prices are in the currency as specified in Service Documents and net of any costs and Taxes (except Withholding tax).</p> <ul style="list-style-type: none"> You must bear all such Taxes and Signify may add these to the price or invoice separately. You will reimburse Signify promptly on first request. You are not allowed to withhold any Taxes from payments under Service Documents, except if any governmental authority requires You to do so. <p>In the event where, as per the domestic tax laws, You are required to withhold any taxes from the sum payable hereunder, You will make the payment to Signify, net of such withholding tax. You will be responsible to discharge the withholding tax liabilities to the Government.</p>	Not applicable.
Italy	<p>Following paragraph is added to Section 22:</p> <p>With Your Subscription, You declare to accept, according to article 1341 and 1342 of the Italian Civil Code, the following sections 4, 5, 6, 7, 9, 15, 17, 18, 19, 20, 20, 21 and 22.</p>	<p>Il seguente paragrafo viene aggiunto alla Sezione 22:</p> <p>Sottoscrivendo l'abbonamento, l'utente dichiara di accettare, in base agli articoli 1341 e 1342 del Codice Civile italiano, le seguenti sezioni 4, 5, 6, 7, 9, 15, 17, 18, 19, 20, 20, 21 e 22.</p>
Romania	<p>Following paragraph is added to Section 22:</p> <p>By using the Subscriptions to certain Software Services, You irrevocably agree and accept all provisions of the Service Documents and Terms, including those relating to limitation of liability, the right to unilaterally terminate the Subscription, to suspend performance of Subscription, automatic renewal, applicable law, arbitration clauses.</p>	<p>Următorul paragraf este adăugat la Secțiunea 22:</p> <p>Prin utilizarea Abonamentelor pentru anumite Servicii Software, acceptați și sunteți de acord irevocabil cu toate prevederile Documentelor de Serviciu și ale Termenilor, inclusiv cele referitoare la limitarea răspunderii, dreptul de a rezilia unilateral Abonamentul, de a suspenda executarea Abonamentului, reînnoirea automată, legea aplicabilă și clauzele de arbitraj.</p>
United Kingdom	<p>Section 20 is replaced with the following:</p> <p>TO THE MAXIMUM EXTENT PERMITTED BY LAW, SIGNIFY, ITS AFFILIATES AND THEIR RESPECTIVE SUPPLIERS:</p> <ul style="list-style-type: none"> WILL NOT BE LIABLE TO YOU, YOUR AFFILIATES, YOUR REPRESENTATIVES, AUTHORIZED USERS, OR ANY THIRD PARTY UNDER OR IN CONNECTION WITH YOUR SUBSCRIPTION FOR ANY LOSS OF PROFIT CLAIMS OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT 	Not applicable.

	<p>DAMAGES (FOR EXAMPLE: LOSS OF DATA, LOSS OF PROFIT, LOSS OF REVENUES), REGARDLESS OF WHETHER BASED UPON A CLAIM OR ACTION OF TORT, CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</p> <ul style="list-style-type: none"> ▪ ARE NOT LIABLE IN CASE OF FORCE MAJEURE OR FOR SOFTWARE SERVICES PROVIDED FREE OF CHARGE. ▪ LIMIT THEIR AGGREGATE LIABILITY TO YOU, YOUR AFFILIATES, YOUR REPRESENTATIVES, AUTHORIZED USERS, OR ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR ACTIONS ARISING FROM OR RELATED TO SERVICE DOCUMENTS TO A MAXIMUM OF 100% OF THE PRICES PAID FOR THE AFFECTED SUBSCRIPTION. 	
<p>United States of America</p>	<p>Section 2.3 shall read as follows:</p> <p>Additional installation, commissioning, maintenance, support or other services from Signify (on-site or remote), or the supply of certain products, all as may be required in relation to Software Services, will be subject to Signify’s Sales Terms, with the exception of any Lifecycle Services, which shall be subject to and governed by: (a) the Terms and Conditions for Provision of Lifecycle Services of Signify, accessible at: https://www.signify.com/en-us/support/lifecycle-services#terms_and_conditions (“LCS Terms”); and, (b) the Lifecycle Services Description applicable to the respective Lifecycle Services, accessible at: https://www.signify.com/en-us/support/lifecycle-services#services_descriptions (“LCS Descriptions”). Signify’s Sales Terms, these Terms, the Specific Terms, the LCS Terms and the LCS Descriptions apply separately to each product, service, Lifecycle Service or Software Service respectively, and not to a System as a whole. Signify does not assume obligations or grant any rights concerning Systems as a whole.</p> <p>The following paragraph is added to Section 22:</p> <p>(1) To the extent Customer is procuring the Subscription and/or the Software Services not directly from Signify but rather from a third party such as, without limitation, a Signify authorized distributor, a reseller or distributor, a general</p>	<p>Not applicable.</p>

contractor or an energy savings company (ESCO) (the “Third Party”) or the Subscription and/or Software Services are otherwise being accessed by or on Customer’s behalf in connection with Customer’s or its representative’s or supplier’s purchase of certain hardware and luminaires from such Third Party, the following understandings apply:

The Third Party has been given by Signify or its customers the limited right to resell and distribute luminaires and hardware together with the Subscription, and to assign the Subscription to Customer subject to the Service Documents, but such Third Party: (a) is an independent, non-Signify affiliated entity over whom Signify exercises no authority or control, (b) is not Signify’s agent or representative, and (c) has no authority to make any representations, warranties, or promises on behalf of or otherwise bind Signify in law or contract; except that the Third Party is authorized to: (x) assign Signify’s standard luminaire and hardware warranties directly to Customer (the “Signify Product Warranty”); and (y) assign the Subscription to Customer subject to acceptance by Customer of the Service Documents, copies of all of which Customer acknowledges receiving.

The Signify Product Warranty is made in lieu of all other warranties, whether express or implied, including warranties of merchantability or fitness for a particular purpose, all of which are hereby disclaimed.

Signify agrees to provide access to and use of the Software Service exclusively in accordance with the Service Documents, and Customer’s and/or any Authorized Users’ use of the Subscription and/or the Software Services shall be deemed and construed as acceptance and acknowledgment by Customer of the Service Documents.

Signify’s obligations and responsibilities to Customer, and Customer’s rights and remedies against Signify, are expressly limited to those specifically identified under the Service Documents, and are not supplemented, varied, or modified by any agreement or other understandings between Customer and any Third Party. All terms and conditions respecting the purchase, sale, performance or use of any Signify hardware or

	<p>luminaires shall be solely as agreed upon between the Third Party and Customer or Customer's representative or supplier.</p> <p>Signify shall have no liability or responsibility with respect to any: (i) written agreement as may exist between the Third Party and Customer or Customer's representative or supplier, (ii) any rights or remedies that Customer may have as a buyer of goods or services against the Third Party as the merchant or seller pursuant to the applicable provisions of Article 2 of the Uniform Commercial Code as adopted by the state in which such goods are installed or such services are provided or performed, and (iii) any other obligation other than those expressly set forth in the Service Documents.</p> <p>(2) ANY ACTION, DEMAND, LAWSUIT, CLAIM OR COUNTERCLAIM ARISING UNDER OR RELATING TO THESE TERMS, THE SUBSCRIPTION, THE SOFTWARE SERVICES AND/OR THE SERVICE DOCUMENTS WILL BE RESOLVED BY A JUDGE ALONE ANDEACH OF CUSTOMER AND SIGNIFY WAIVE ANY RIGHTS TO A JURY TRIAL THEREOF.</p>	
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