

DATA PROCESSING SCHEDULE INTERACT CITY

Terms when capitalized in this Data Processing Schedule will have the meaning assigned to them in annex 1 hereto.

Categories of Data Subjects

The categories of Data Subjects which will be subjected to Processing include (specify below):

- Authorized Users

Categories of Personal Customer Data

The types of Personal Customer Data which will be subjected to Processing includes (specify below):

- first and last name
- functional title
- contact information (email address and address)
- phone number
- log in credentials
- usage data

There will be no processing of special categories personal data.

Purpose of Processing

The purposes of Processing the Personal Customer Data subjected to Processing is performance of a contract, including:

- User registration
- User access control
- Use of the Interact service, remote control and asset management of lighting infrastructure
- Operational maintenance services to improve user experience

International Transfers

Signify's Processing locations for Personal Customer Data are:

<i>Customer location</i>	<i>Country of Processing</i>
Global, except United States	Germany (Europe)
United States	United States (USA)

Duration of Processing

Signify will Process Personal Customer Data for the duration of the relevant Agreement or Terms of Service Documents, unless otherwise agreed upon in writing.

Modifications to Processing

Unless expressly set out otherwise in Agreement Documents, any change, modification, supplement or update (each a "Modification") of this Data Processing Schedule will be amended via publication of an updated Data Processing Schedule on Signify's digital domain. Such Modification will be in effect as from the effective date of the Modification. If Signify makes a Modification that will have a material adverse impact on the Processing, Customer will be notified by Signify with an appropriate notification. If Customer does not agree to such Modification, Customer must so notify Signify within thirty (30) days after Signify's Modification notification. Modification to other Agreement Documents will be in effect for the Services it relates to from the effective date of the Modification.

Annex 1 – Definitions

Definitions

1. Any terms when capitalized used in this Data Processing Schedule, which are defined in the EU General Data Protection Regulation (2016/679) (“**GDPR**”) and not otherwise defined in this Data Processing Schedule, shall have the meaning as set out in the GDPR.
2. **Account** means the one or more user accounts that Signify will create at the instruction of Customer for access and use of one or more Software Service(s) by Authorized Users of Customer
3. **“Affiliate”** means an entity owned by, Controlling, Controlled by, or under common Control with, directly or indirectly, Signify N.V., a public limited company under the laws of The Netherlands, 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.
4. **“Agreement”** shall mean the Signify Agreement or Reseller Agreement, as applicable.
5. **“Applicable Data Protection Laws”** means the provisions of the GDPR and/or the provisions of mandatory law applicable to the protection of Data Subjects with regard to the Processing of Personal Customer Data by Signify.
6. **“Authorized User”** means an individual to which Signify, at the direction of Customer, has assigned an Account for one or more Software Services
7. **“Customer”** means the company that has purchased the subscription for the Software Services pursuant to the Agreement
8. **“Data Subject”** means any natural person that is the subject of Personal Customer Data.
9. **“Personal Customer Data”** means any Personal Data processed by Signify on behalf of the Customer pursuant to the Agreement.
10. **Reseller Agreement** means the agreement between Customer and a reseller for the purchase of the subscription to the Software Service to which you are requesting access and, if applicable, the Terms of Service for Resale;
11. **“Signify”** means Signify Netherlands B.V. or its applicable Affiliate as indicated in the applicable Agreement or, absent such Agreement, Signify Netherlands B.V., unless Signify Netherlands B.V. indicates in writing that another entity qualifies as “Signify” in which case that entity shall qualify as Signify;
12. **“Signify Agreement”** means the written agreement for the purchase of the subscription to the applicable Software Service, with terms and conditions specific to those Software Service, between Signify and Customer, or, if no such written agreement or Reseller Agreement exists, the Terms of Service;
13. **Software Service** means the certain access and use rights with respect to web or mobile, offline or other software applications or functionality and/or APIs, and may include related hosting infrastructure services and other services and associated tools, software and Documentation, that Signify (or any of its Affiliates) will provide to Customer (and/or its Authorized Users) as part of the Subscription that Customer has purchased under applicable the Agreement.
14. **“Terms of Service”** mean the terms and conditions for Software Services that are published on Signify’s public website;
15. **“Terms of Service for Resale”** shall mean any additional terms and conditions related to such Software Services set or published by Signify and acknowledged or accepted by Customer with respect to the subscription to Software Services purchased pursuant to a Reseller Agreement.