**TERMS OF SERVICE ("TERMS")**

These Terms together with the Terms of Service Documents (as defined below) form a binding agreement between Signify Netherlands B.V. or its applicable Affiliate ("Signify", "We", "Us") as indicated in an Order, accepted by Signify Netherlands B.V. or that applicable Affiliate in accordance with Article 1.2 of these Terms or Offer, and if such Order or Offer does not indicate such affiliate, it shall be the Affiliate as indicated in the table set forth in Annex 2 hereto for the country in which the Customer (as defined below) has its domicile, and the company that is indicated in an Order or Offer ("Customer" or "You") for the purchase by Customer of a Subscription to certain Software Services from Signify. Signify and you are collectively referred to herein as the "Parties", and individually as a "Party".

Customer has confirmed its acceptance of these Terms in one or more of the following ways: (i) by having a paper or electronic version of these Terms signed by its authorized representative(s); (ii) by means of an explicit reference to these Terms in an Offer, Order, Statement of Work or other Terms of Service Document with Signify, including via a link to the website of Signify where these Terms have been published; (iii) by checking an "I Agree" box, or box with a similar meaning or intend in the event that these Terms have been presented to Customer in an mobile or web application; or (iv) the access or use of Software Services by Company or any of its Authorized Users.

**1. General**

1.1. <u>Scope</u>. These Terms set forth the general terms and conditions that apply to the purchase by Customer of a Subscription to one or more Software Service(s) or any Offer therefore. Dependent of the Software Service concerned, supplement terms to these Terms will apply, detailing any specific terms and conditions applicable to that Software Service(s). Additional specific technical, commercial and operational details of the Software Service(s) will be set forth in one or more Terms of Service Documents.

1.2. <u>Orders.</u> The parties may agree and may have agreed to specific commercial details in the Order(s) for the Subscription, including the applicable Price and Subscription Period. No Order will be deemed final, binding on or accepted by Signify unless and until confirmed by Signify, except (i) if the Order is fully corresponding to the related Offer; or (ii) if Signify has commenced performance under that Order, in which event the terms and conditions of the Offer will apply. Customer will be solely responsible for the accuracy of Orders, including with respect to the functionality, compatibility, and interoperability with other products (not authorized by Signify), as well as fitness for particular use.

1.3. <u>Offers</u>. Offers are open for acceptance within the period stated in such Offer or, in the event that no period is stated, within thirty (30) days from the date of the Offer, provided that Signify may amend, withdraw or revoke any Offer at any time prior to the receipt by Signify of the acceptance of an Offer.

1.4. <u>Definitions</u>. The terms when capitalized in these Terms shall have the meaning as assigned thereto in Annex 1 hereto.

**2. Performance of Software Service(s)**

2.1. <u>General</u>. Customer may provide or have provided Signify with one or more Orders for the provision of Software Services. A Statement of Work agreed by Signify will constitute a confirmed Order for the supply of the Software Services set forth therein. Subject to section 1.2 Signify will provide Software Service(s) by granting Customer a Subscription to the Software Service. Customer is not allowed to use the Software Service in any other way than explicitly permitted under the Subscription, and shall in no event be allowed to transfer, sublicense resell, distribute, lease, rent, loan, time-share, operate as a service bureau or otherwise distribute or provide access to the Software Service(s) other than to Authorized Users, or otherwise generate income from the Software Service.

2.2. <u>Service Levels</u>. Signify shall make commercially reasonable efforts to make Software Services generally available as specified in Terms of Service Documents. If applicable, planned downtime (for, among others, maintenance, updating and repair purposes) and unplanned downtime caused by Third Party Materials or due to a Force Majeure event, are excluded. Terms of Service Documents may contain additional service levels for the Software Services.

2.3. <u>APIs</u>. If, as part of the Software Service(s), Signify makes available to Customer (or to a third party on Customer's behalf) certain APIs, Customer will be solely responsible for such integration and use of such APIs, including the technical operation, ensuring that calls Customer makes to or from any Non-Signify Application are compatible with the Software Service(s) or API and compliance with usage limitations, acceptable use policy and any consequences for Customer's equipment.

2.4. <u>No Responsibility</u>. Signify shall not be responsible for the failure of any of Software Service(s) to provide confirmed performance, availability, benefits, effects or outcome to the extent such failure arise from: (a) Customer's failure to comply with the terms under the Terms of Service Documents; (b) failures or fluctuations of electric power or Network; (c) Third-Party Materials; (d) Non-Signify Applications; (e) Force Majeure and other unusual external influences; or (f) Variations.

2.5. <u>Software Service Exclusions</u>. Unless agreed otherwise by Signify, Software Services exclude: (a) the supply, delivery, installation, commissioning, maintenance, repair or other servicing of any Hardware; (b) any training; (c) variations to Software Services to meet any specific or custom requirements; (d) any asset or data configuration, importation, or exportation, including uploading data into or extracting data from Signify databases; (e) any licenses and associated fees for use of the Network or any browser; (f) any review, analysis, validation or warranty of compliance that a system, as designed or installed, complies with any applicable codes, laws, regulations or standard pertaining to required lighting levels.

2.6. <u>Third-Party Materials included in the Software Service(s)</u>. Customer acknowledges that Software Services may include and/or rely on the availability and correct functioning of products, software, data, components or services from third party suppliers and service providers ("Third-Party Materials"), including cloud hosting services and the connectivity and communication services from mobile operators. If applicable, the terms and conditions of such third party will govern Customer's use of such Third-Party Materials. Upon Customer's request, Signify will identify such Third Party Materials. Signify has no responsibility or liability with respect to Third Party Materials, including discontinuation, downtime, unavailability, or degradation of Software Services due to any failure, update, discontinuation or

modification of Third Party Materials or any part thereof, e.g., mobile operator's sunset/shutdown of a connectivity or communication technology/network. Unless as specifically agreed otherwise, Signify MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, except that Signify will make available to Customer, upon request and to the extent permitted by law, the warranties (if any) of the manufacturer, supplier or service provider of Third-Party Materials. Signify will have no support, maintenance or other obligations or liability with respect to Third-Party Materials.

2.7. Customer acknowledges that Signify does not control the transfer of data over computer networks or communications facilities, including the internet and telecommunication/broadband cellular infrastructures, and that certain Services may be subject to limitations, delays, and other potential security vulnerabilities inherent in the use of such networks and communications facilities. These networks and facilities are operated by third parties ("Operators"), over whom Signify has no control. Signify is not responsible or liable for any delays, delivery failures, or other damage (including downtime, security vulnerabilities, or degradation of Service performance) resulting from the faults or issues experienced by such facilities and networks, or the acts, omissions, or decisions of any Operator (including without limitation, the decommissioning or transition of an Operator from 2G, 3G or 4G/LTE networks to subsequent or previous generations of network protocols.) Signify is not responsible for notifying Customer or its Authorized Users of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or communications facilities (including but not limited to the internet) which are not owned, operated or controlled by Signify.

2.8. <u>Non-Signify Applications used in connection with Software Service(s)</u>. In the event that Customer uses any Non-Signify Applications in connection with Software Services, any acquisition by Customer of such Non-Signify Application and the use and performance thereof (including any exchange of data) is solely between Customer and the applicable third party provider. Unless as specifically agreed otherwise, Signify does not support such Non-Signify Applications and MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, even if Signify designates Non-Signify Applications as "compatible", "certified" or otherwise. If Customer elects to use a Non-Signify Application in connection with Software Service(s), Customer grants Signify permission to allow the Non-Signify Application and its provider to access Data and/or Customer Information as required by that Non-Signify Application, including for the interoperation of that application with the Software Service(s). Software Service(s) may contain features designed to interoperate with such Non-Signify Applications. Signify does not guarantee the continued availability of such features and may stop providing these without liability or compensation. Signify is not responsible for any disclosure, modification or deletion of Data and/or Customer Information resulting from access by the provider of such Non-Signify Application or its provider. Customer shall ensure that Customer has obtained all rights to develop and use Non-Signify Applications and to integrate these with the Software Service(s), as applicable, and shall comply with any related terms of service of Non-Signify Applications. The terms of this Section also apply where Customer uses Philips (or any brand owned by Signify) branded products, services or applications in connection with the Software Service(s) that are not part of the Software Service(s) as per the Terms of Service Documentation and Signify has not explicitly agreed to such use.

2.9. <u>Changes</u>. Customer acknowledges that Signify may discontinue, change, deprecate, remove functionality and features of any (portion) of the Software Service(s), respectively, including changes to working methods, communication systems, software or any other elements of Software Service(s), Terms of Service Documents and Documentation, provided that such changes do not materially affect the performance of the Software Service(s) concerned.

**3. Customer Obligations**

3.1. <u>Compliance</u>. Customer is solely responsible for Customer Information and configuring and using the Software Service(s), including maintaining appropriate security, integrity and backup of its content. Customer is responsible at all times and will be liable for any use of its Accounts and any failure of Authorized Users to comply with the provisions of the Terms of Service Documents as if such failure was the act or omission of Customer.

3.2. <u>Conditions of Use/ Restrictions</u>.

3.2.1. Customer shall use and rely on Software Service(s) only for their intended purposes and use cases and in accordance with all instructions contained in Terms of Service Documents and any other terms and conditions applicable to such Software Service(s) provided by any Signify personnel. Customer shall not and shall not allow others to rely on the Software Service(s) or Data for High Risk Applications;

3.2.2. In the event of an error while using the software and/or Software Service(s), Customer shall provide Signify with alerts or error messages and support Signify in updating or replacing software and/or Software Service(s);

3.2.3. Customer shall not perform (or permit) any activity with the Software Service other than normal use in accordance with the Terms of Service Documents or with the prior approval by Signify. In the event of any unauthorized actions, Signify may suspend the Software Service(s) until the Software Service has been restored to its original compliant state and charge Customer on the basis of a Variation, and until such stage has been confirmed by Signify any warranty obligations of Signify with respect to such Software Service(s) will be null and void;

3.2.4. With respect to Software Services, Customer shall not (or permit): (i) transfer, copy, reproduce, distribute, modify, adapt, alter, translate, or create derivative works of software or Documentation; (ii) assign, sublicense, lease, rent, loan, transfer, disclose, or otherwise make these available; (iii) merge or incorporate these with or into any other software or application; (iv) reverse assemble, decompile, disassemble, or otherwise attempt to derive the source code or the algorithmic nature thereof, or decode, de-crypt, remove, circumvent or neutralize any security measures or other protection thereof; or (v) perform any action in a manner that would require the Software Service, or any derivative work thereof, to be licensed under Open Source Terms, including but not limited to combining these or a derivative work thereof with Open Source Software, by means of incorporation, linking or otherwise; or using Open Source Software to create a derivative work thereof. Customer acknowledges that third parties may own IPR related to Software Service(s) (and/or Hardware that Signify uses in the performance of Software Service(s)).

Customer shall reproduce, without any amendments or changes, any proprietary rights legends of Signify or its third-party suppliers in any software or Documentation provided by Signify;

3.2.5. All Authorized Users of Customer must be older than 18 years;

3.2.6. Access to and use of the Software Service(s) requires that Customer complies with all instructions and requirements as set forth in the Terms of Service Documents or as reasonable required by Signify for delivery or proper functioning of the Software Service(s), including (a) use of a management computer system complying with all applicable minimum hardware requirements; (b) if applicable, arrange for proper Internet access for use by a management computer meeting all applicable technical requirements; (c) use of one of the recommended operating systems, software tools and browsers; (d) properly install, use, and maintain any (compatible) required Hardware; (e) at its expense provide such IT support and such access to Customer's IT infrastructure as Signify reasonably requires for delivery of the Software Service(s); and (f) comply with any additional system configuration guidance or other technical requirements in the Terms of Service Documents.

3.2.7. If Signify is required to conduct troubleshooting, (remote) monitoring, maintenance or any other diagnostic review as part of Software Services, Customer hereby authorizes Signify (and its designees) to make use of and access Customer's Network, free of charge to the extent required for such purposes. Customer will be solely responsible for providing a Network suitable for properly utilizing the Software Service(s) and Signify shall not be responsible for any non-performance or downtime in the Software Service(s) due to a lack thereof. Customer agrees that Network instability or unavailability (whether due to maintenance, internet outages, or other unanticipated circumstances or events), may affect the performance of Software Service(s). Customer shall make available technically competent staff as and when required to support Signify; and

3.2.8. Signify may set certain usage, data usage and/or data exchange limits in Terms of Service Documents and perform related monitoring activities. If limits are exceeded, Signify may charge additional fees or suspend the Software Service, and/or delays or degradation in performance of the Software Service(s) may occur.

3.3. <u>Customer Warranty</u>. Customer represents and warrants it has the full right, power, and authority to grant the rights under the Terms of Service Documents without violating any law, ordinance, rule or other governmental restriction applicable to the Customer. Customer will own (or will have appropriate rights to) all Customer Information, warrants to the accuracy, quality and legality thereof, including the means by which these are acquired and used with Software Service(s). Signify will be entitled to rely on the quality and accuracy thereof. Customer is solely responsible and liable for the material, instructions, data or content transmitted, run, used, processed, interfaced, uploaded, transferred or saved via Software Service(s) or related products or services. Signify has the right to remove such material, data or content immediately and/or prevent the use of Software Service(s), including suspending Software Service(s), without incurring any liability or obligation.

3.4. <u>Non-Compliance; Indemnification</u>. In the event that Customer does not comply with any of the provisions or obligations of the Terms of Service Documents, in addition to Signify's rights under Section 7.2 (Suspension/Termination of Service Rights) and without prejudice to any other rights or remedies that Signify may have under these Terms or other Terms of Service Documents, or at law, Signify may charge Customer for any costs as a Variation. In addition, Customer shall indemnify, defend and hold harmless Signify and its Affiliates, and their officers, directors, agents, employees, successors, and assigns from and against all losses, liabilities, costs and expenses arising out of or in connection with any claim by third parties for any loss, damage or injury or death caused or alleged to be caused by a breach by Customer and/or any of its Authorized Users of any of the provisions or obligations of the Terms of Service Documents, including the negligent use, application of the Software Service(s), or any modification or integration of Software Service(s) into products or services not authorized by Signify.

## 4. Customer Account(s)

4.1. <u>Account</u>. To use a Software Service, Signify may provide Customer with an Account. Customer will be solely responsible for:

4.1.1. the accuracy, quality and legality of Customer Information submitted to Signify to setup Accounts;

4.1.2. maintaining the confidentiality and security of Accounts (including passwords) and to prevent unauthorized use of Accounts and Software Service(s). Section 5.5 will apply; and

4.1.3. where applicable, setting and allocating different user profiles to its Authorized Users with associated access rights and capabilities for the Software Service, and to keeping these access rights up to date at all times during the Subscription Period. Customer shall notify Signify timely of any changes in access rights and capabilities, including any changes in the role or employment of any Authorized User.

4.2. <u>Acceptance of Terms of Use</u>. The access and right to use a Software Service by Authorized Users will be subject to the applicable terms and conditions ("Terms of Use"). Customer hereby accepts such Terms of Use on behalf of its Authorized Users.

## 5. Personal Data; Data; Security

5.1. <u>Personal Data</u>. Capitalized terms used in Section 5 that have not been defined in these Terms of Service will have the meanings as set forth in the GDPR.

5.2. <u>Data Controller</u>. If, as part of the Software Services, Signify or Customer Processes any Personal Data in the capacity of a Data Controller, each Party shall comply with Applicable Data Protection Laws. Where Signify Processes Personal Data as part of its own legitimate business purposes, it will do so in accordance with the Signify's "Privacy Notice for Customers, Consumers and Other Business Persons" which is available on https://www.signify.com/global/privacy/legal-information/privacy-notice.

5.3. <u>Data Processor</u>. If, as part of the Software Services, Signify Processes any Personal Customer Data as a Data Processor:

5.3.1. International transfers. Signify may transfer or allow access to Personal Customer Data from any country in which Signify and/or

its Affiliates (or their respective subcontractors) are located. To the extent Signify and/or its Affiliates (or their respective subcontractors) will Process Personal Customer Data originating from EEA countries in a non-EEA country, such will be recorded in the applicable Data Processing Schedule and Parties will enter into the relevant EU standard contractual clauses, unless: (a) the European Commission has issued an adequacy decision for the non-EEA country or countries to which Signify transfers or makes available, Personal Customer Data; or (b) another transfer mechanism that is in compliance with Applicable Data Protection Laws would apply to the transfer of Personal Customer Data to these countries. Customer must ensure that transfer of Personal Customer Data outside of the jurisdiction from which it has been made available to Signify or from which it has originated, is compliant with Applicable Data Protection Laws.

5.3.2. <u>Transfer and Processing</u>. Customer shall obtain all necessary consents, permissions and licenses from and give necessary notices to all third parties, including its Authorized Users, that may be required: (i) for Customer to have the legal right to transfer (including remote access) Personal Data to Signify; (ii) to enable Signify to transfer and/or Process Personal Data for the purpose of providing the respective Service to the Customer. Customer hereby warrants that under the Applicable Data Protection Laws it is authorized to give access to Personal Data and consents for the Processing thereof by Signify and/or its Affiliates (or their respective subcontractors) for the purpose as described in the Terms of Service Documents.

5.4. Signify shall:

5.4.1. implement and maintain appropriate administrative, physical, and technical safeguards for the protection of Personal Customer Data against unauthorized or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure, in accordance with industry standards and taking into account the nature, scope, context and purposes of the Processing of Personal Customer Data as well as risks related thereto for Data Subject.

5.4.2. only Process Personal Customer Data as is necessary for the fulfilment of its obligations under the Terms of Service Documents or as required by Applicable Data Protection Laws or any authority requirement.

5.4.3. ensure that subcontractors it may engage for the Processing of Personal Customer Data agree in writing to substantially the same obligations as are imposed on Signify with respect to such Processing.

5.4.4. Process Personal Customer Data in accordance with Customer's reasonable instructions as set forth in the applicable Data Processing Schedule. If Signify is prevented from Processing the Personal Customer Data according to the instructions of the Customer or to the provisions of the Terms of Service Documents due to the Applicable Data Protection Laws, Signify will inform the Customer.

5.4.5. bind Personnel engaged in the Processing of Personal Customer Data by customary written confidentiality obligations. Signify shall limit access to Personal Customer Data to those of its Personnel engaged in performing the Software Services in accordance with the Terms of Service Documents.

5.4.6. comply with Customer's reasonable instructions with respect to transfer, retention and deletion of Personal Customer Data.

5.4.7. notify Customer without undue delay and no later than 48 hours after becoming aware of any actual Personal Data Breaches with respect to the Personal Customer Data. and cooperate and assist Customer in relation to any Personal Data Breach.

5.4.8. reasonably assist Customer to fulfill Customers' obligation to respond to requests of Data Subjects. In the event that Signify receives any privacy-related inquiries, requests and/or complaint from Data Subjects, Signify will without undue delay and no later than 3 business days inform Customer thereof .

5.4.9. notify Customer, without undue delay, of any request for disclosure of Personal Customer Data by a law enforcement authority unless prohibited by any law, regulation or order.

5.4.10. Upon Customer's request, make available to Customer all information necessary to demonstrate compliance with Applicable Data Protection Law.

5.4.11. reasonably cooperate to Personal Customer Data Processing activities audits conducted by (of for) the Customer, subject to acceptance by Customer or any of its delegates of reasonable confidentiality undertakings that Signify may set.

5.5. In the event of changes to the Applicable Data Protection Laws impacting the Processing performed within the Terms of Service Documents, the Parties shall amend this Section 5 and/or the Data Processing Schedule(s) accordingly, as appropriate.

5.6. <u>Data</u>. Customer acknowledges and agrees that Signify and/or its Affiliates (or their respective subcontractors) may collect information and Data from the Software Service(s) (including from any (third party) products, systems or other services provided in conjunction with the Software Service(s)) and/or the use thereof. For that situation, Customer hereby grants Signify and/or its Affiliates, subcontractors, licensors and suppliers a perpetual, irrevocable, royalty-free, worldwide license to the Data, at any time during the term of the Terms of Service Documents and afterwards, in its sole discretion for any purposes whatsoever, including but not limited to, to aggregate or compile Data with other data, create intellectual property rights or derivative works and analyses, to modify or adapt Data to provide, maintain, and improve products and services, and to develop new products or features or services. Signify shall ensure that the use of Data will exclude any Personal Data.

5.7. <u>Geolocation Data</u>. Signify and/or its Affiliates (or their respective subcontractors) may provide certain features or services as part of the Software Service(s) that rely upon device-based location information, which use GPS (where available) and/or cell tower locations and or recorded information. To be able to provide such features or services (where available) Signify and/or its Affiliates (or their respective subcontractors) must collect, use, transmit, process and maintain location data of certain equipment, including but not limited to the geographic location of certain Hardware and information related to Terms of Service Documents. This includes device or equipment

types. Subject to Section 8 (Confidentiality), Customer agrees (and will cause its Authorized Users to agree) that Signify and its partners may collect, use, transmit, process and maintain such location and Account and subscriber data to provide and improve such features or services.

5.8. Security. Signify shall maintain consistency with prevailing industry standards administrative, physical, and technical safeguards appropriate for protecting the security, integrity, and confidentiality of the Customer Information and Data and use customary measures for information security and data integrity in accordance with generally accepted industry standards for similar applications. Customer shall apply adequate technical and security measures, which provide protection against unlawful access to the Software Service(s) and prevent unauthorized access to or use of the Software Service(s). Customer shall immediately (an in any event within 12 hours) notify Signify of any security breach, lost passwords or unauthorized access or use of the Account of Software Service(s) and cooperate with Signify to mitigate and resolve such incident. Customer will at all times comply with the security guidelines provided by Signify.

## 6. Warranty; Disclaimer

6.1. Warranty. Signify warrants to Customer that as of the first date of the Subscription Period, the Software Service(s) will substantially conform to the specifications contained in the Terms of Service Documents.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED FOR IN TERMS OF SERVICE DOCUMENTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SIGNIFY AND ITS SUPPLIERS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. NEITHER SIGNIFY NOR ITS SUPPLIERS, WARRANTS THAT THE OPERATION OF THE SOFTWARE SERVICE(S) WILL BE TIMELY, SECURE, ERROR-FREE OR UNINTERRUPTED. THE SOFTWARE SERVICE(S) ARE NOT CONFIGURED OR INTENDED FOR HIGH RISK APPLICATIONS. In order to be entitled to make a valid claim under warranty, Customer shall within 30 days after the date of first access notify Signify of such non-conformity. In the event that Signify decides, in its sole discretion, that a claim under warranty is valid, Signify shall, within a reasonable time, at its own option, correct such non-conformity, failing which Customer's sole and exclusive remedy will be to terminate the applicable Terms of Service Document. Signify does not warrant any Third-Party Materials or Third-Party Applications. SUBJECT TO THE EXCLUSIONS AND LIMITATIONS SET FORTH IN TERMS OF SERVICE DOCUMENTS AND SUBJECT TO APPLICABLE LAW, SECTION 6 STATES THE ENTIRE LIABILITY OF SIGNIFY AND ITS AFFILIATES IN CONNECTION WITH NON-CONFORM SOFTWARE SERVICE(S).

## 7. Subscription Period; Suspension & Termination

7.1. Subscription Period. Unless a Subscription is terminated earlier in accordance with applicable Terms of Service Documents, Signify shall provide to Customer the Software Service(s) for the Subscription Period. At the end of the Subscription Period, the Parties may discuss the terms (without any obligation on either party) to renew or extend the Subscription.

7.2. Suspension; Termination. Signify may suspend or terminate, with no liability to Customer of any kind, upon immediate notice, a Subscription or all or part of Terms of Service Documents, if: (i) Customer violates or breaches any material obligation in the applicable Terms of Service Documents; (ii) any proceedings in insolvency, bankruptcy (including reorganization) liquidation or winding up are instituted against Customer; (iii) Customer exceeds usage limitations set by Signify pursuant to Section 3.2.8; (iv) Signify is required to do so by law or regulation or at the request of any relevant regulatory authority; (v) reasonably required in Signify's discretion in order to protect Signify's and/or Customer's systems and security, or if use of the Software Service(s) is inappropriate due to technical problems not in Signify's direct control (for example, unresolved defect notices, actual or threatened security breaches, issues with Third-Party Materials or third party provided services or infrastructure); (vi) Customer is in default of a payment obligation due under Terms of Service Documents and such default continues for seven (7) or more days; (vii) Customer experiences a change of Control or assigns any Terms of Service Document not in accordance with Section 12.5 (Assignment); or (viii) as otherwise prescribed in the relevant Terms of Service Documents. Any suspension may continue until Signify is satisfied that the condition is remedied.

7.3. Consequences of Termination. In case of termination of a Subscription, (i) all applicable rights and licenses granted to Customer will immediately cease and Customer's access to use the relevant Software Service(s) and data collected in the Customer's account will cease immediately; (ii) Customer shall return, delete (including from all hard disks and memory) or destroy (and a duly appointed officer shall certify to such destruction) all information disclosed to Customer, including software, and all copies thereof; (iii) all Prices any Software Service(s) and any reasonable costs and expenses incurred by Signify for any activities related to work performed by Signify prior to such termination will become immediately due and payable.

7.4. Survival. In the event of termination of any Terms of Service Document, the terms and conditions destined to survive such termination will so survive. Termination will not affect the rights of the Parties accrued up to the date of termination.

7.5. No Cross Default. In the event that the parties or any of their Affiliates have entered into more than one set of Terms of Service Document (including more than one Statement of Work), a breach by Signify of a particular Terms of Service Document will not be deemed to be a breach of any other Terms of Service Document (including other Statements of Work) between the Parties or their Affiliates, and any such other Terms of Service Documents will continue in force for the remainder of their term unless terminated earlier in accordance with such particular Terms of Service Document.

## 8. Confidentiality; Communications

8.1. Confidentiality. Each Party shall keep any Confidential Information received from the other Party confidential by employing adequate procedures for safeguarding Confidential Information at least as rigorous as a Party uses for its own confidential information but no less than a reasonable degree of care, and Parties shall use Confidential Information only for the purpose of and consistent with the terms of the Terms of Service Documents. Without prior written consent of the disclosing Party, the receiving Party agrees not to disclose any of Confidential Information, not to make use thereof other than for the performance of the Terms of Service Documents, to release it only to employees who have a reasonable need to know the same, and not to release or disclose it to any third parties.

8.2. Publicity. Neither Party shall make any public statement with respect to Customer's Subscription to the Software Service(s) without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Signify and their Affiliates are entitled to use and reproduce output, deliverables and creations (including images) resulting from the performance of Software Service(s) for its own publicity or for promotional, sales and/or training purposes in all media of expression.

**9. Price and Payment**

9.1. Price. In consideration of the performance of Software Service(s) by Signify, Customer shall pay to Signify the Prices as agreed in the relevant Terms of Service Document.

9.2. Taxes. All Prices are in the currency as specified in the Terms of Service Document and net of any costs, any taxes (excluding taxes on Signify's net income) duties or other fees, now or hereafter imposed by any governmental authority, including but not limited to value added tax (VAT), sales tax, goods and services tax (GST), consumption tax and similar taxes, withholding taxes, import and export duties ("**Taxes**"). Customer shall bear all Taxes on amounts to be paid pursuant to Terms of Service Documents, or which otherwise arise out of or are imposed on any transactions pursuant to any Terms of Service Document and Signify may add these to the Price or invoice separately and Customer will reimburse Signify promptly on first request. Customer shall not withhold any Taxes from payments to be made to Signify pursuant to any Terms of Service Document, except if any governmental authority, now or hereafter, requires Customer to do so. In that event Customer may deduct such Taxes from its payments, provided however that the amounts payable to Signify shall be grossed up with such additional amounts that after such withholding Signify will receive the same net amount as if no such withholding would have been required.

9.3. Adjustments. Subject to notice to Customer, Signify may adjust Prices for Software Service(s) not yet delivered or performed to reflect variations in individual costs of more than five percent (5%) including any foreign exchange rate fluctuations, modifications to legal or governmental requirements (other than a net income tax), e.g., tariffs, that take effect between the date of the applicable Terms of Service Document setting forth Prices and performance of the Software Service(s). In addition, for Software Service(s) with a Subscription Period that is longer than twelve (12) months, Signify may adjust Prices as of each 1st April (i) for the change in the most recently published Producer Price Index (or similar index) compared to twelve (12) months earlier; and (ii) to reflect variations in the foreign exchange rate between foreign currencies and the Euro currency of more than 5% since the date of an Order.

9.4. Variations. Any cancellation, delay or other change by Customer with respect to agreed Terms of Service Document will require the prior written approval of Signify. If Signify approves to change or revise an agreed Terms of Service Document, including a (partial) cancellation, delay or suspension, the addition, omission, alteration, substitution or modification of the design, quality, quantity,or performance (including sequence, quantities or timing) of Software Service(s) (each, a "**Variation**"), or a Variation is required as a result of: changes in applicable laws, regulations or industry standards; emergency situations; incorrect or incomplete information provided by Customer; or non-compliance by Customer with any of its obligations under the Terms of Service Document(s), Customer shall reimburse Signify for all costs and expenses incurred in respect of such Variation.

9.5. Invoices. Signify may invoice Customer as set out in the Order or other Terms of Service Document, or when the Software Service(s) have been performed. Signify may require an advance payment of (part of) the Price. Customer shall make the net payment within thirty (30) days of date of invoice to the designated bank account of Signify. Customer shall pay all amounts due to Signify in full without any set-off, counterclaim, deduction or (tax) withholding.

9.6. Collection Fees. In the event Customer fails to make any payment due under any Terms of Service Documents on the date due, then, whether or not Signify has made a formal demand for payment and in addition to any other rights and remedies available to Signify, to the extent permitted by applicable law: (i) all amounts due from Customer will be considered payable and non-disputed, admitted debt; (ii) Customer shall pay Signify interest on all due amounts, at the rate of eighteen percent (18%) per annum or the applicable statutory rate, whichever is lower, and shall pay Signify all costs of payment collection, including attorneys' fees; and (iii) Signify may cancel any credit issued to Customer and require, to its satisfaction, that Customer provides (additional) security, pre-payments or deposits, and may implement additional conditional payment terms or accelerate payments schedules for any outstanding performance.

9.7. Set-off. Signify may set-off against and deduct from any amount that Signify (or any of its Affiliates) owes to Customer under any agreement any amount that Customer owes to Signify or against any advance payments or deposits made by Customer.

**10. Intellectual Property**

10.1. IPR Ownership. All IPR in and/or in relation to the Software Service(s) (including any Documentation, manuals and operating documentation relating thereto) or in any materials (including software) provided by Signify during the course of supplying the Software Service(s) will vest in Signify or a Signify nominee, or its suppliers as the case may be. Customer will have no title to or interest in any such IPR except to the extent specifically set out in applicable Terms of Service Documents.

10.2. Feedback. Signify is entitled to use in any way or form any ideas, suggestions, feedback or recommendations by Customer to Signify regarding Software Service(s) ("**Feedback**"), without payment of royalties or other consideration to Customer. Signify will own all IPR in Feedback and Feedback is Signify's Confidential Information. Signify is entitled to use output, deliverables and creations resulting from the performance of the Software Service and Feedback for its own publicity or promotional purposes.

10.3. Third Party IP Claims. Customer shall promptly notify Signify of any third party claim alleging that (any part of) the Software Service(s) infringe any third party IPR ("**IP Claim**"). In the event of an IP Claim Signify may, in order to limit or avoid liability, terminate or suspend performance of the Software Service(s) covered by the IP Claim, without liability to Customer, provided that Signify shall, at its own option and at its own expense, provide Customer with one of the following remedies: (i) procure for Customer the right to continue using such Software Service(s); (ii) revise such Software Service(s) so that these are non-infringing; or (iii) make an appropriate refund or credit of monies paid by Customer.

10.4. Legal IP Proceedings. In the event that an IP Claim results in any legal proceedings against Customer, (i) Customer hereby gives Signify

full and exclusive authority, at the option and cost of Signify, to settle or conduct the defense of the IP Claim; (ii) Customer shall provide Signify with all assistance as Signify may reasonably require in connection therewith; and (iii) Customer shall not enter into any settlement in connection with any such claim, nor incur any costs or expenses for the account of Signify without the prior consent of Signify. Subject to the provisions of this Section 10 (Intellectual Property) and Section 11 (Limitation of Liability), Signify will reimburse Customer in respect of any final award of damages by a court of competent jurisdiction holding that Software Service(s) as supplied by Signify under Terms of Service Documents directly infringe any third party IPR, provided that the infringement is held to be directly and solely attributable to the use by Customer of the Software Service(s) in accordance with the terms of Terms of Service Documents.

10.5. <u>Exclusions</u>. Notwithstanding anything to the contrary provided in Terms of Service Documents, Signify will not be liable for, and the obligations of Signify set out in Sections 10.3 and 10.4 will not apply to any IP Claims: (i) resulting from compliance with Customer's design, drawings, specifications or instructions or resulting from any modification or adaptation of Software Service(s) (including any Hardware used in the performance of Software Service(s)) made by or on behalf of Customer; (ii) resulting from the use or application of the Software Service(s) (including any Hardware used in the performance of the Software Service(s)) or deliverables of the Software Service(s) by Customer, other than in accordance with Terms of Service Documents; or (iii) covering any assembly, circuit, combination, method or process, in the manufacture, testing or application in which such Software Service(s) supplied by Signify may have been used; or (iv) any claim of infringement resulting from compliance with an industry standard applying to the Software Service(s).

10.6. <u>Exclusive Remedy</u>. Subject to the exclusions and limitations set forth in Section 11 (Limitation of Liability), the foregoing states the entire liability of Signify in respect of IP Claims in connection with the Software Service(s).

10.7. <u>Indemnification by Customer</u>. Customer shall fully indemnify Signify against all costs and damages in relation to (the defence of) IP Claims resulting from activities set out in Section 10.4, provided that: (a) Signify gives Customer prompt notice of such IP Claims; and (b) Signify has granted, on request from Customer, Customer full and exclusive authority to settle or conduct the defense of the IP Claims.

10.8. <u>Unauthorized Use</u>. Customer shall notify Signify immediately if Customer becomes aware of any unauthorized use of (any part of) the Software Service(s) or IPR therein (including in respect of Hardware) and will provide reasonable assistance to Signify and/or its suppliers in taking steps necessary to defend the rights of owners.

## 11. Limitations of Liability

11.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SIGNIFY, ITS AFFILIATES AND ITS SUPPLIERS WILL NOT BE LIABLE TO CUSTOMER, CUSTOMER'S AFFILIATES, AND REPRESENTATIVES UNDER OR IN CONNECTION WITH THESE TERMS OR ANY OTHER TERMS OF SERVICE DOCUMENTS FOR (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMUNITION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SOFTWARE SERVICE(S); (C) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) HARDWARE, INCLUDING ANY LABOR COSTS ASSOCIATED WITH UNINSTALLING OR REINSTALLING HARDWARE; (F) CLAIMS BY THIRD PARTIES OR THE PUBLIC (EXCEPT FOR SIGNIFY'S OBLIGATIONS UNDER SECTION 10), OR (G) FOR ANY OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, ATTORNEYS FEES, COURT COSTS, OR ENHANCED, EXEMPLARY OR PUNITIVE DAMAGES. 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, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SIGNIFY AND ITS AFFILIATES' AGGREGATE LIABILITY TO CUSTOMER AND/OR ITS AFFILIATES OR ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR ACTIONS ARISING FROM OR RELATED TO THESE TERMS OR ANY OTHER TERMS OF SERVICE DOCUMENTS WILL IN NO EVENT EXCEED TWENTY PERCENT (20%) OF THE SUBSCRIPTION PRICES PAID BY CUSTOMER TO SIGNIFY FOR THE AFFECTED SOFTWARE SERVICE SUBSCRIPTION IN THE TWELVE MONTH PERIOD PRECEDING THE EVENTS FIRST GIVING RISE TO SUCH LIABILITY.

11.3. The provisions in these Terms are for the protection of the Parties hereto only and will not establish, in and of themselves, any duty or liability on the part of Signify or its Affiliates to third parties or the general public. Nothing in these Terms will be construed to create any duty to, any standard of care with reference to, or any liability to any person not a Party to these Terms.

11.4. In order to be entitled to make a valid claim, Customer shall notify Signify of any such claim within thirty (30) days of the date of the event giving rise to the claim, and any lawsuit relating to a claim must be filed within one (1) year of the date of such notification. Claims that are not brought or filed in accordance with the preceding sentence will be null and void.

## 12. Miscellaneous Terms

12.1. <u>Export</u>. Customer acknowledges and agrees that certain products, technologies and related transactions of Signify may be subject to export control laws and regulations that prohibit export or diversion of certain products and technology to certain countries, including UN, EU and US export control laws and regulations. Customer shall comply in all respects with all applicable export controls regulations and, if applicable, all export, re-export and transfer restrictions set forth in export licenses (if any) for Software Service(s) and/or any product, technology, documentation or web or mobile application provided to Customer.

12.2. <u>Compliance with Laws</u>. Each Party shall at all times comply with all applicable local and international laws and regulations.

12.3. <u>Audit</u>. Signify (by itself or through its third party designees) reserves the right to monitor and periodically audit Customer's compliance with its obligations under the Terms of Service Documents. Customer shall provide Signify (or its third party designees) all reasonable assistance and access to enable the performance of such audit.

12.4. <u>Force Majeure</u>. Signify will not be liable for any breach or failure to perform resulting from a Force Majeure event. If a Force Majeure event occurs, Signify's performance will be suspended for the period of such Force Majeure event. In the event that Force Majeure event extends (or is reasonably expected by Signify to extend) for a period of three (3) consecutive months, Signify will be entitled to cancel all or any part of the relevant Terms of Service Document without any liability towards Customer.

12.5. <u>Assignment</u>. Customer shall not assign any Terms of Service Documents, or any of its rights or obligations thereunder, without the prior consent of Signify. Signify may delegate, assign, sell, novate or subcontract in part or in whole its obligations and rights (including receivables) under Terms of Service Documents to any of Affiliates or any third party without the prior consent of Customer - and if such consent would be required under applicable law, such consent is herewith provided -, in which event Customer shall cooperate with Signify's efforts, including providing relevant information, executing documents and making payments to accounts or third parties as notified by Signify. Any attempted assignment in violation of this Section will be null and void and of no force or effect. Subject to the foregoing, the Terms of Service Documents will bind and inure to the benefit of each Party's permitted successors and assigns.

12.6. <u>Modifications/Amendments</u>. Signify reserves the right to modify these Terms and other Terms of Service Documents at any time. Customer's continued use of the Software Service(s) will constitute Customer's consent to such modifications. In the event of a modification to Terms of Use, Authorized Users may be required to accept modified terms by clicking a box indicating acceptance (or as otherwise instructed by Signify).

12.7. <u>Governing Law & Forum</u>. These Terms and the Terms of Service Documents will be governed by the applicable law as indicated in the table set forth in Annex 2 hereto for the Signify entity that qualifies as "Signify" under these Terms as per the first paragraph of these Terms with respect to the relevant Terms of Service Document, without regard to conflict of law principles. The Parties agree that any legal action or proceeding with respect to these Terms or any Terms of Service Documents will be brought only in the venue as indicated to in the table set forth in Annex 2 hereto for the Signify entity that qualifies as "Signify" under these Terms with respect to the relevant Terms of Service Document . Each Party hereby consents to the jurisdiction of the aforesaid courts solely for the purpose of adjudicating its rights with respect to the Terms of Service Documents or documents related thereto. The United Nations Convention on Contracts for the International Sale of Goods will not apply. ANY ACTION, DEMAND, CLAIM OR COUNTERCLAIM ARISING UNDER OR RELATING TO THESE TERMS WILL BE RESOLVED BY A JUDGE ALONE AND EACH OF SIGNIFY AND CUSTOMER WAIVE ANY RIGHT TO A JURY TRIAL THEREOF. If the country in which the Customer has domicile is not mentioned in this first column of the set forth in Annex 2 hereto, Signify Netherlands B.V. will be assumed to qualify as "Signify" for the applicable Terms of Service Documents under these Terms and the applicable law and venue as indicated for The Netherlands will apply, unless Signify Netherlands B.V. indicates in writing that another entity qualifies as "Signify" in which case that entity shall qualify as Signify and the applicable law and forum indicated for that entity in the aforementioned table shall apply.

12.8. <u>Additional Customer Terms</u>. Signify is not bound by and hereby expressly rejects Customer's general conditions of purchase and any additional or different terms or provisions appearing or referenced in any documents used by Customer.

12.9. <u>Conflicts</u>. In the event of any inconsistency between the terms set forth in any of the following documents, the terms in the relevant document first listed below shall govern: (i) Statement of Work; (ii) these Terms; (iii) Specific Terms of Service; (iv) Orders; (v) Terms of Use; and provided that with respect to APIs, the specific terms and conditions of the API will prevail.

12.10. <u>Entire Agreement; Severability</u>. The Terms of Service Documents constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior, written or oral agreements, proposals or understandings. Customer agrees that its purchase of the Subscription is not (and will not be) contingent on the delivery of any future functionality or features of the Software Service. If any one or more of the provisions of the Terms of Service Documents should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, the validity and enforceability of the remaining provisions of the Terms of Service Documents will not be affected.

**Annex -1 Definitions**

The following terms when capitalized in these Terms will have the meaning assigned to them hereunder:

**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, subject to applicable Terms of Use.

**Affiliate** means 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** means the provisions of GDPR, and other mandatory laws applicable to the protection of Data Subjects regarding the Processing of Personal Data by Signify or Customer as the case may be.

**API** means an application program interface including its Documentation that is required for Customer for integration of (elements of) the Software Service(s) and/or use of Data with a system of Customer, any Non-Signify Application or any other third party system or ecosystem.

**Authorized User** means an individual for whom at the direction of Customer an Account has been created to access and use one or more Software Services.

**Confidential Information** means information of a confidential and/or proprietary nature which relates to either of the party's and/or its Affiliates' products (hardware and software), services, technology, business plans, product plans, customers, specifications, designs, costs, prices, business opportunities, know-how, trade secrets, inventions, techniques, processes, algorithms, software programs, schematics and any other business or technical information, and that is marked as "confidential" (or words with similar import) on any tangible manifestation or if disclosed otherwise, the disclosing Party advises the receiving Party before or at the time of disclosure that it will be disclosing Confidential Information, or of which the confidential nature is reasonably apparent under the circumstances. All software and all accompanying operating Documentation and manuals provided by Signify under Terms of Service Documents are Confidential Information.

**Customer Information** means (i) all information and data provided by Customer to Signify to design and perform the Software Services; (ii) any content, materials, data and information that Customer provides Signify in using the Software Service.

**Data** means digitally stored information collected, processed, generated and/or stored by or via the Software Service(s).

**Data Subject** means any natural person that is the subject of the Personal Customer Data**.**

**Data Processing Schedule** means the applicable schedule, if any, as published on Signify's public website [at] [link to public website if address is available otherwise delete]] that provides additional details per Interact Proposition 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,

**Documentation** means the documentation provided by Signify (or posted on its website) in connection with Software Service(s), including any user manuals and user instructions, design guides and product data sheets or other Signify Confidential Information, all as Signify may update from time to time.

**Force Majeure** means any circumstances or occurrences beyond the reasonable control of Signify, whether or not foreseeable at the time of the relevant Terms of Service Documents, as a result of which Signify or suppliers of Signify or other third parties on which Software Service(s) rely (including connectivity and communication services) cannot reasonably perform its obligations, including acts of God, natural catastrophes including earthquake, lightning, hurricane, flooding or volcanic activities or extreme weather conditions, 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.

**GDPR** means the General Data Protection Regulation (2016/679).

**Hardware** means any products, systems and other equipment and materials used in connection with the Software Service(s).

**High Risk Applications** means applications or activities where the use or failure of the Software Service(s) could lead to death, personal injury, or environmental damage.

**IPR** means 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.

**Network** means the IT, internet and telecommunication network, connected to or used by Software Service(s).

**Non-Signify Application** means any web-based, mobile, offline or other software application, functionality, product or service or consulting service that interoperates with the Software Service but that is not part of the Software Service as provided by Signify to Customer under a particular Order, including, for example, an application that is developed by or for Customer.

**Offer** means any quotation, proposal or offer provided to Customer by Signify.

**Open Source Software** means 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.

**Order** means a written communication from Customer to Signify for placing orders pursuant to Terms of Service Documents (including on the basis of an agreed Statement of Work).

**Personal Customer Data** means any Personal Data or set of Personal Data processed by Signify on behalf of the Customer.

**Personal Data** means any information relating to any identified or identifiable natural person(s).

**Prices** means the prices and fees set forth in the Terms of Service Documents, or otherwise communicated by Signify to Customer, for Subscriptions or otherwise concerning supply of Software Service(s) by Signify.

**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 Terms of Service Documents.

**Statement of Work** means a document that contains specific technical, commercial and operational details on the Subscription and the Software Service(s) to be performed by Signify, as prepared by Signify on basis of the Customer Information and agreed by the parties thereto, including any updates thereof.

**Subscription** means the non-exclusive, non-transferable, limited right to access and use one or more Software Services during the applicable Subscription Period in accordance with these Terms and other Terms of Service Documents.

**Subscription Period** means the period(s) for which Customer has purchased a Subscription for one or more Software Service(s) as stated in applicable Terms of Service Documents, unless terminated earlier in accordance with these Terms and/or other applicable Terms of Service Documents.

**Terms of Service Documents** means these Terms together with any terms supplementary to these Terms, Statements of Work, Terms of Use, Documentation and Orders accepted in accordance with section 1.2. concerning the relevant Software Service(s).

**Terms of Use** has the meaning set forth in Section **Error! Reference source not found.**.

**Third Party Material** has the meaning set forth in Section 2.6.

**Variation** has the meaning set forth in Section 9.4.

**Annex 2 – Signify entity, governing law and forum**

| Country of domicile Customer | Signify entity | 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 |
| Panama, El Salvador, Caribbean | Signify Caribbean, Inc. | laws of Panama City, 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 |
| Uruguay | Signify Uruguay S.A. | laws of Uruguay | courts (and tribunals) of Montevideo, Uruguay |
| United States of America | Signify North America Corporation | laws of the State of New York, USA | courts of the State of New York, New York, USA |
| **EUROPE** | | | |
| Austria | Signify Austria GmbH | laws of Austria | courts of Vienna, Austria |
| Belgium | Signify Belgium N.V. | laws of Belgium | courts of Brussels, Belgium |
| 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 |
| 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 Germany | courts of Hamburg, Germany |
| 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 |
| 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 |
| Slovakia | Signify Slovakia s.r.o. | laws of the Slovak Republic | courts of Bratislava, Slovak Republic |
| 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 |
| Ukraine | Signify Ukraine LLC | laws of Ukraine | Ukrainian Economic Court |
| **ASIA, AFRICA AND PACIFIC** | | | |
| Australia | Signify Australia Ltd. | laws of New South Wales, Australia | courts of New South Wales, Australia |
| 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 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 | laws of India | courts of Gurgaon, Haryana, |

| | Limited | | India |
|---|---|---|---|
| Indonesia | PT Signify Commercial Indonesia | laws of Republic of Indonesia | courts of South Jakarta, Indonesia |
| Japan | Signify Japan GK | laws of Japan | courts of Tokyo, Japan |
| Korea | Signify Korea Inc. | laws of Republic of Korea | courts of the Republic of Korea |
| Malaysia | Signify Malaysia Sdn. Bhd. | laws of Malaysia | courts of 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 |
| Pakistan | Signify Pakistan Limited | laws of Pakistan | courts of Karachi, Pakistan |
| Philippines | Signify Philippines Inc. | laws of The Philippines | courts of Taguig City, Philippines |
| Saudi Arabia | Signify Saudi Arabia LLC | laws of the Kingdom of Saudi Arabia | courts of the Kingdom of Saudi Arabia |
| | Saudi Lighting Company Limited | laws of the Kingdom of Saudi Arabia | courts of the Kingdom of Saudi Arabia |
| | Inara Company Limited | laws of the Kingdom of Saudi Arabia | courts of the Kingdom of Saudi Arabia |
| | Nardeen Lighting Company Limited | laws of the Kingdom of Saudi Arabia | courts of the Kingdom of Saudi Arabia |
| Dubai | Signify Netherlands B.V. - JAFZA Branch | laws of United Arab Emirates | courts of Dubai, United Arab Emirates |
| | Signify International B.V. - DED Branch | 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 Taiwan, 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 Vietman Limited | laws of Vietman | courts of Vietman |