

## DATA PROCESSING AGREEMENT (“DPA”)

Last updated: July 2022

Applicability	This DPA applies when Signify (“Signify”, “We”, “Us”, “Our”) Processes your (“You”, “Your”) Personal Customer Data. “You” and “Your” refers to the organization that has procured the right to use the applicable Software Services directly from Signify or as an assignee. We use capitalized items in this DPA. You can find the meaning of those in Annex 1.
Signify’s obligations	<ul style="list-style-type: none"> <li>▪ maintain safeguards appropriate for protecting the security, integrity, and confidentiality of Personal Customer Data</li> <li>▪ only Process Personal Customer Data as set forth in the applicable Data Processing Schedule as is necessary for the fulfilment of Our obligations or as required by Applicable Data Protection Laws or any authority requirement.</li> <li>▪ ensure that subcontractors and employees comply with this DPA.</li> <li>▪ Assist You with Data Subject Requests within 3 Business Days.</li> <li>▪ notify You in case of a request for disclosure of Personal Customer Data by a law enforcement authority unless prohibited by Applicable Data Protection Laws.</li> <li>▪ upon request, making available to You information necessary to demonstrate Our compliance with Applicable Data Protection Laws.</li> <li>▪ reasonably cooperate to audits involving Your Personal Customer Data, on the condition that You have accepted appropriate confidentiality undertakings that We may set.</li> <li>▪ Process Your Personal Customer Data in accordance with Your reasonable instructions, including transfer, retention and deletion as set forth in the applicable Data Processing Schedule. If this is not possible or acceptable to us, we have the right to suspend or terminate the affected service.</li> <li>▪ notify You within 48 hours and Assist You in case of a Personal Data Breach involving Your Personal Customer Data.</li> </ul>
Your obligations You must:	<ul style="list-style-type: none"> <li>▪ comply with Applicable Data Protection Laws.</li> <li>▪ obtain all necessary consents, permissions and licenses from and give necessary notices to all third parties, including Your Authorized Users, that may be required: <ul style="list-style-type: none"> <li>(i) for You to have the right to transfer their Personal Data to Us;</li> <li>(ii) to enable Us to transfer and/or Process their Personal Data for the purpose of fulfilling Our obligations.</li> </ul> </li> </ul> <p>You hereby warrant to Us that You have obtained all such necessary consents, permissions and licenses and have given such notices.</p>
International Transfers	<ul style="list-style-type: none"> <li>▪ We may transfer or allow access to Personal Customer Data from any country in which We or Our Affiliates (or Our subcontractors) are located under the following terms and conditions: <ul style="list-style-type: none"> <li>○ The Data Processing Schedule describes if We transfer Personal Customer Data from EEA countries to a non-EEA country.</li> <li>○ if We transfer Personal Customer Data from EEA countries to a non-EEA country and unless (a) the European Commission has issued an adequacy decision for such non-EEA country or (b) another transfer mechanism that complies with Applicable Data Protection Laws is available, the applicable EU SCC module will apply in accordance with the terms laid down in Annex 2 of this DPA. Such EU SSC module shall be deemed to have been enter into and executed by You and Us and apply to international transfers of Personal Customer Data falling within the scope of the GDPR.</li> </ul> </li> </ul>
Notification	Notifications will be directed to the email address as provided by You.
Modifications	In the event of any changes to the Applicable Data Protection Laws, including the EU SCCs, which impact the Processing pursuant to this DPA and/or the Data Processing Schedule(s), We will amend this DPA and/or the relevant Data Processing Schedule(s) accordingly. Moreover, we may change, modify, supplement or update (each a “Modification”) this DPA or any Data Processing Schedule from time to time via publication of an updated DPA and/or Data Processing Schedule(s) on Our digital domain. Such Modification or change because of changes to the Applicable Data Protection Laws, will be in effect as from the effective date of the Modification or such change, respectively. If We make a Modification for other reasons than changes in the Applicable Data Protection Laws that will have a material adverse impact on the Processing, You will be notified by Us. If You object to such Modification by notifying Us in writing within thirty (30) days after Our Modification notification, the affected Software Services will remain governed by this DPA or Data Processing Schedule in effect immediately prior to the Modification until the end of Your then-current subscription period for the affected Software Service. Your continued use of the Software Services without giving Us notice of objections in accordance with the above, will constitute Your consent to such Modifications.
Contact	Should You have questions regarding this DPA or the Data Processing Schedule(s), please contact the Signify Central Privacy Office at <a href="mailto:privacy.lighting@signify.com">privacy.lighting@signify.com</a> .

#### Annex 1: Definitions

Account	A user account for access and use of Software Services.
Affiliate	an entity owned by, Controlling, Controlled by, or under common Control with, directly or indirectly, a party, where Control (or Controlling) means that more than fifty (50%) of an entity's shares or ownership interest representing the right to make decision for such entity are owned or controlled, directly or indirectly, by another entity.
Applicable Data Protection Laws	the provisions of GDPR, and other mandatory laws applicable to the protection of Data Subjects regarding the Processing of Personal Customer Data.
Assist or Assistance	any support, cooperation, making available technically competent personnel, access, tools, facilities, information or any other assistance, as the context requires, that We may reasonably require from You or We provide to You.
Authorized Users	an individual for whom an Account has been created.
Business Days	any day other than Saturday, Sunday or a public holiday in the country where Signify Processes the Personal Customer Data.
Data	digitally stored information collected, processed, generated and/or stored by or via Software Services
Data Processing Schedule or DPS	the applicable schedule, if any, as published on Signify's public website <a href="https://www.signify.com/global/legal/digital-terms/dpa">https://www.signify.com/global/legal/digital-terms/dpa</a> 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.
EU SCCs	the unchanged Standard Contractual Clauses, published by the European Commission (2021/914) or any subsequent latest version thereof.
GDPR	the European Union General Data Protection Regulation (2016/679).
Personal Customer Data	any Personal Data processed by Signify on Your behalf.
Software Services	The relevant web, mobile, cloud-based, on-premises or other software applications or functionality and/or SDKs and APIs, and may include related hosting infrastructure services, data related services and other services and associated tools, software and documentation, through which Signify Processes Personal Customer Data.
Personal Usage Data	Data to the extent it is Personal Data
The terms "Personal Data", "Data Subject", "Process", "Processing", "Controller", "Personal Data Breach", "Special Categories of Data", "Data Subject Requests" and "Processor" as used in this Data Processing Agreement or the respective Data Processing Schedule will have the meanings given in the GDPR (irrespective of its applicability)	

#### Annex 2: Standard Contractual Clauses

For international transfer of Personal Customer Data from EEA countries to a non-EEA country unless (a) the European Commission has issued an adequacy decision for such non-EEA country or (b) another transfer mechanism that complies with Applicable Data Protection Laws is available, the following will apply

- 1) Module Two (Controller to Processor) of the EU SCCs will apply where Personal Customer Data is transferred by You (data exporter) if You are located in the EEA to Us (data importer) in a jurisdiction other than the EEA or the European Commission-approved countries providing 'adequate' data protection or
- 2) Module Four (Processor to Controller) of the EU SCCs will apply where such Personal Customer Data is transferred by Us (data exporter) in the EEA to You (data importer) in a jurisdiction other than a jurisdiction in the EEA, or the European Commission-approved countries providing 'adequate' data protection.

For purposes of the EU SCCs Module Two and Module Four: (a) Clause 7 (Docking clause) of the respective Modules does not apply, (b) Clause 9(a) Option 2 (General written authorization) of Modules Two is selected, and the time period shall be 15 days (c) The option in Clause 11(a) (Redress) of the respective Modules does not apply (d) For Clause 17 (Governing law) of the respective Modules, Option 1 shall apply and the law of the Netherlands shall be applicable (d) For Clause 18 (Choice of Forum and jurisdiction) of the respective modules, Parties submit themselves to the jurisdiction of the courts of the Netherlands.

For the purpose of the Annexes of the EU SCCs Module Two and Module Four (a) Information required in Annex 1.B (Description of Transfer) of the respective Modules is set forth in the applicable Data Processing Schedule; (b) For Annex 1.C of Module Two, the Competent Supervisory Authority shall be identified in line with Clause 13 (Supervision) of the EU SCCs and (c) Information required in Annex II (Technical and Organizational Measures) of the respective Modules where Signify is the data importer can be found in the Security Statement for professional systems and services available here: <https://www.signify.com/global/product-security/professional-systems-and-services> and where You are the data importer, you shall be responsible for implementing the technical and organizational measures required in Annex II. If the EU SCCs are amended or replaced from time to time, then the foregoing clauses and appendices references will be deemed updated accordingly. To the extent that there is a conflict between this DPA and the EU SCCs, the EU SCCs will prevail. In the event that the EU SCCs or other applicable transfer mechanisms become invalid, they will be replaced with other valid instruments prescribed by Applicable Data Protection Laws.