

TERMS OF USE FOR THE INTERACT PRO APP

VERSION 1.1: MARCH, 2021

These Terms of Use for the Interact Pro App (the "Terms") govern the use of the Interact Pro App ("the App") and are a legal and binding agreement between Signify Netherlands B.V., High Tech Campus 48, 5656 AE, Eindhoven, the Netherlands ("Signify", or "We") and you and the entity you represent ("you" or "your"). This agreement takes effect when you click an "I Accept" button or check box presented with these Terms. Features of the Interact Foundation and Interact Advance App may vary as indicated in these Terms and the applicable Documentation.

You represent to us that you are lawfully entitled to enter into this contract. If you are entering into this agreement on behalf of an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

You acknowledge that these Terms apply to access of the App and use of the Services (defined below) by you and the entity that you represent, that any breach by you of these Terms shall constitute a breach of these Terms by the entity you represent, that you are 18 years or older; and Signify is entitled to enforce these Terms against you and/or the entity you represent. Any use or access to the App and/or Services by anyone under the age of 18 is prohibited and is a violation of these Terms.

These Terms and all terms, policies and guidelines incorporated by reference in these Terms will remain applicable to your access of the App and use of the Services so long as you continue to use or access the App and/or Services, or until terminated earlier in accordance with the provisions of these Terms.

IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ACCESS OR USE THE APP OR THE SERVICES.

These Terms state the entire understanding and terms and conditions as to your access to and use of the App and the Services. These Terms do not govern the purchase of the Interact Pro System (defined below) (or other products that are part thereof) and in no way affect or supersede any other contracts that you may have with Signify. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision thereof, all of which will remain in full force and effect.

Overview

The App provides certain services and feature sets to professionals and end-users ("the Services") in relation to certain luminaires, controllers and devices from Signify that are compatible with the Service ("the Interact Pro System"). On the App you can find more information and documentation in connection with the App and the Services, including user manuals and user instructions, as may be updated from time to time by Signify ("Documentation").

The App provides users with certain Services free of charge ("Free Services"). The current Free Services are listed in Annex 3 to these Terms, as may be updated by Signify from time to time without notice. In addition, the App provides certain additional services, information and feature sets ("Premium Services") which are currently offered to you, if you are an Installer or Service Provider to the Customer, free of charge, for a limited period only. Signify explicitly reserves the right to amend or change these additional services, or to treat them as Payable Upgrades (defined below). All Services are more fully set out in the Documentation.

In addition, Signify makes available an application to control the Interact Pro System with your mobile device, provided it meets certain minimum requirements set by Signify, and other features ("the App"), subject to separate terms of use.

Access Rights and Use Requirements

In the App, different user profiles with associated access rights and capabilities are available. These user profiles control the access level with regard to, inter alia, data, light control schedules and manual overrides, as more fully set out in Annex 1 to these Terms and in the Documentation ("Access Rights and Use Requirements"), all as may be updated from time to time by Signify without notice.

Privacy

Protection of personal data of our users is important to Signify. Please read our Privacy Statement that is available on <http://www.signify.com/global/privacy/legal-information/privacy-notice> carefully. This Privacy Statement may change from time to time, so you are recommended to review it with regularity and care.

Data Processing terms

Access to the App and use of the Services by Customer and Service Provider (both as defined in Annex 1) and any Processing of their Personal Data (both terms shall have the meaning as defined in Annex 2) by Signify will be subject to data processing terms as set out in Annex 2 to these Terms.

Usage Data

You explicitly acknowledge and agree that Signify may collect information and data generated from the Interact Pro System and your use of the App, and the Services ("Usage Data"). Signify is entitled to use the Usage Data, free of charge, at any time during your use of the Services and afterwards, in its sole discretion for any purposes, including but not limited to, to aggregate or compile Usage Data with other data, create intellectual property rights or derivative works of or modify or adapt Usage Data to provide, maintain and improve products and services, and to develop new products or features or services. Signify shall ensure that its use of Usage Data beyond providing the Services and access to the App will exclude any Personal Data.

System Requirements

The proper functionality of the Services requires that it be used only with Interact Pro Systems from Signify as indicated in the Documentation, and in compliance with the relevant operating instructions and other Documentation, and for no other use than the Services.

You acknowledge that the availability of the Services is subject to the availability and correct functioning of third party product, components (including accessories, cables, cable trays, etc.) and/or services, including switches, data, connectivity and communication services. These are outside of the control of Signify, and Signify will have no responsibility or liability in this respect for such third-party products, components or services.

Account and (de)activation

Accessing and using the App requires to be registered as a user with an account ("Account").

Signify reserves the right to limit the number of Accounts that can be created from a location and device, and the number of devices that can be associated with an Account. We may at any time and at our own discretion, suspend and/or block access to App for security or other justified reasons.

You shall be responsible for maintaining the confidentiality and security of the Account and for all activities that occur on or through your Account. The Account, login name and password are strictly for you and it not allowed to share the foregoing details with anyone else. You are also responsible for restricting access to your computer(s) or mobile device(s) on which you use or access the App. You agree to accept responsibility for all activities occurring under your Account, user name, and/or password that are due to your conduct, action, inaction, or negligence. You shall immediately notify Signify of any loss of passwords or security breach of your Account. Signify shall not be responsible and you shall indemnify Signify for any losses arising out of the unauthorized use of your Account.

You may choose to de-activate or delete your Account on the App or through Signify Customer Care. Signify reserves the right to de-active or delete Accounts that are not used for 30 or more calendar days from the date of creation.

You will find information on the App on the consequences of such deactivation or deletion. Signify assumes no liability whatsoever in relation to de-activation or deletion of an Account.

Third Party Services and Open Source Software

When you use the App you may (as a result of, or through your use or access to the App) use a service or access a piece of software, which are provided by another person or company. Your use of these other services or software may be subject to separate terms between you and the company or person concerned. If so, these Terms do not affect your legal relationship with these other companies or individuals. If the App contains a third-party software or component or an open source software or component then the use of such software or component will be subject to the terms of use of such third-party software or component or such open source software or component, as the case may be. Your license rights under these Terms do not include any right or license to use, distribute or create derivative works of the App in any manner that would subject the App to Open Source Terms. "Open Source Terms" means the terms of any license that require as a condition of use, modification and/or distribution of a work, the making available of source code or other materials preferred for modification, and/or the granting of permission for creating derivative works, and/or the reproduction of certain notices or license terms in derivative works or accompanying documentation, and/or the granting of a royalty-free IP license to any party.

Suspension, Termination and Discontinuation

These Terms will remain in effect so long as you continue to access or use the App or Services, or until terminated in accordance with the provisions of these Terms. Signify may at any time suspend or terminate your rights to access to the App or use of the Services. Upon termination you are no longer authorized to access the App or use the Services. Your obligations and the rights of Signify will survive any termination of these Terms.

Signify reserves the right, at any time, to modify, suspend, or discontinue the Services, the App or any part thereof without notice. You agree that Signify will not be liable to you or to any third party for the exercise of this right.

Access and Use

Subject to these Terms, Signify grants you a non-transferable, non-exclusive, revocable right (without the right to sublicense) to access the App and use the Services in accordance with the applicable Access Rights and Use Requirements, and the Documentation.

Restrictions

You shall not, and you shall not permit any third party to:

1. reverse engineer, decompile, or disassemble the App or any software embedded in the Interact Pro System, except to the extent that applicable law expressly prohibits the foregoing restriction;
2. modify or adapt the App, merge the App into another program or create derivative works based upon the App;
3. use the App or the Services in violation of any laws, regulation or court order, or for any unlawful or abusive purpose; for any other purpose as intended by Signify; in any manner that could harm Signify, its service providers, or any other third party, person or users;
4. republish, reproduce, distribute, display, post or transmit any part of the App or Services, and to comply with any other reasonable requirements or restrictions requested or imposed by Signify from time to time;
5. perform an action with the intent of introducing to the App, the Services or the Interact Pro System viruses, worms, defects, trojan horses, malware or any items of a destructive nature or disabling the App, the Services or the Interact Pro System or other users' devices;
6. circumvent or attempt to tamper with the security settings and/or access settings of the App; and/or
7. create or upload on the App any abusive, obscene or inappropriate content or content violating laws and regulations or that infringe someone else's rights.

You and the entity that you represent assume full responsibility for the legal and responsible access to and use of the App and the Services.

Free of Charge; Payable Upgrades

Please note that access to the App and use of the Services is currently offered to you free of charge, but certain limitations and exclusions apply. Signify reserves the right to charge for the use of the App and/or the Services and change these limitations and feature sets at any time without prior notice.

Signify may decide to offer additional services or feature sets for a fee ("Payable Upgrades"). Signify will timely inform you of additional Payable Upgrades, or in the event that a Service that is currently offered to free, but will be subject to payment in the future. In such a case, you may choose to either continue your use of the currently offered Services for free, if applicable, or choose the Payable Upgrade for the required fee, or to terminate your use of the Service.

(Automatic) Upgrades, updates

Customer acknowledges that Signify may at any time change, revise, update or modify the operation, working methods, communication systems, or any element or components of the Interact Pro System, the App, the Services, and related Documentation at its discretion.

Signify may make upgrades or updates to the App and the Services, and may do so remotely without notifying you. Updates or upgrades are subject to these Terms, unless such upgrade or update is accompanied by a separate license in which case the terms of that license will govern. If you do not want such updates or upgrades, your sole remedy is to cease accessing the App or using the Services. Your continued access to the App or use of the Services implies deemed acceptance of such updates and upgrades by you.

Intellectual Property

Signify and its licensors own the intellectual property rights (including 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, collectively: "IPR") in and to the App and the Services and to all materials in and content displayed on or otherwise in connection with the App and the Services (but excluding user generated content). You shall not reproduce, modify, create derivative works from, display, frame, perform, publish, distribute, disseminate, transmit, broadcast or circulate any such materials or content to any third party (including displaying or distributing the material using a third- party website) without Signify's prior written consent except to use the Services for their intended purposes.

Subject to these Terms, Signify grants you the non-exclusive and non-transferable limited right (without the right to grant sublicenses) under any IPR of Signify and its licensors, to the limited extent that such IPR is embodied or embedded in the Services, to use the Services (including the Documentation) for the duration of you having the right to access the App and use the Services and in accordance with the Documentation and the Access Rights and Use Requirements. Any software used or provided to you in relation to the Services is licensed according to these Terms and not sold to Customer. No rights to IPR are conferred to you or any third party other than explicitly granted under these Terms.

You acknowledge that third parties may own IPR related to the Services. If reproduction of such IPR is allowed, you 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.

Feedback

If you submit a comment, suggestion or any other material ("Feedback") to Signify related to the App or the Services (excluding any illegal content), you hereby assign all ownership in and to such Feedback to Signify, and acknowledge that we will be entitled to use and implement any such Feedback in any manner without restriction, and without any obligation of confidentiality, attribution or compensation to you, or to the extent the foregoing is deemed ineffective, grant Signify a license to use such Feedback without any restrictions.

Warranty Disclaimer; Limitation of Liability

SIGNIFY PROVIDES YOU ACCESS TO THE APP AND USE OF THE SERVICES FREE OF CHARGE AND ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. SIGNIFY AND ITS LICENSORS AND SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, OR AS TO THE OPERATION OF THE APP AND ITS CONTENT. NEITHER SIGNIFY NOR LICENSORS AND SUPPLIERS WARRANTS OR MAKES ANY REPRESENTATIONS THAT (I) THE APP OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APP OR THE SERVICES (INCLUDING ANY INFORMATION AND MATERIALS OR CONTENT ON OR IN THE APP) WILL BE CORRECT, COMPLETE, ACCURATE, SECURE, RELIABLE, OR OTHERWISE MEET YOUR REQUIREMENTS. SIGNIFY HAS NO DUTY TO UPDATE, SUPPLEMENT, SUPPORT, MAINTAIN OR OTHERWISE MODIFY THE APP OR THE SERVICES AT ANY TIME.

IN NO EVENT WILL SIGNIFY, OR ANY AFFILIATES OR OWNERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, LOSS OF REPUTATION, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND/OR YOUR USE OF THE APP OR THE SERVICES WHETHER OR NOT SUCH DAMAGES ARE

BASED ON TORT, WARRANTY, CONTRACT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SIGNIFY OR ITS AFFILIATES' OR IT'S LICENSORS' AGGREGATE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THESE TERMS OF USE OR OTHERWISE WITH RESPECT TO THE APP OR THE SERVICES OR CONTENT SHALL NOT EXCEED THE AMOUNT OF FIFTY EURO (€50.00).

Your Indemnity

You agree to indemnify and hold harmless Signify, its Affiliates, licensors and suppliers from and against any damages, liabilities, costs and expenses (including reasonable attorneys' and professionals' fees and litigation costs) that arise out of the posting, content, or transmission of any message, data, material or any other content you submit on the App, or due to violation of these Terms and/or applicable law by you or any person acting on your behalf.

Confidentiality

The Services, including App and Documentation and any software and content (but excluding user generated content) are all confidential information of Signify ("Confidential Information"). You shall not disclose Confidential Information to any third party, or use Confidential Information for any other purpose than the Services, without the written approval of Signify.

Amendments; Formal Communication

From time to time, we may amend or update these Terms. If we do, we communicate this through the App. If we make a major change in the important points of these Terms, we may alert you to the changes in a more prominent way. Your inaction or continued use of the Services, including accessing the App, will confirm your agreement to these changes. You are advised to regularly review these Terms, the Documentation and related terms and conditions for updates, if any.

Affiliates

For purposes of these Terms, the term "Affiliate" means Signify N.V. and any and all companies, firms and legal entities with respect to which now or hereafter Signify N.V. directly or indirectly holds 50% or more of the nominal value of the issued share capital or ownership interest and/or 50% or more of the voting power at general meetings and/or has the power to appoint directly or indirectly a majority of directors and/or to otherwise direct their activities and such other companies, firms or legal entities.

Governing Law

The laws of the Netherlands govern these Terms, without regard to conflict of law principles. Any legal action or proceeding arising out of or in connection with these Terms will be brought exclusively in the courts of Amsterdam, The Netherlands, provided that Signify will always be permitted to bring any action or proceedings against you in any other court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Nothing in this section will be construed or interpreted as a limitation on Signify's right under applicable law to seek injunctive or other equitable relief or to take any action to safeguard its possibility to have recourse on you.

Finally:

You represent and warrant that (i) you are not located in a country that is subject to any export control and sanction laws; and (ii) you are not listed on any government list of prohibited or restricted parties.

You agree that you will comply with applicable export control and sanctions laws.

Annex 1: Access Rights and Use Requirements

General

The App allows the following four different access levels depending on the roles and requirements:

For both Foundation and Advanced:

- Customer, meaning the entity for whose benefit the Interact Pro System will be or has been installed and that has accepted the Terms, or on whose behalf these Terms are accepted, and has access to the App and the right to use the Services. Customer defines and grants or revokes access to relevant users;
- Installer, meaning the installer that installs the Interact Pro System for Customer or Service Provider;

For Advanced only:

- Service Provider, meaning a service provider for Customer. Service Provider defines and grants or revokes access to relevant users;
- End-user, meaning personnel of Customer that has access to the App and uses Services, as authorized by the Customer).

Access rights and obligations for each of the four roles:

Customer

The App allows you to:

control and adjust the light levels and settings of specific luminaires and lamps part of the Interact Pro System

monitor the Interact Pro System status and performance for the purposes of receiving the services from the Service Provider and/or Installer

administer End-User rights and grant or revoke relevant access via the App (not available for Foundation).

inform End-Users in case of changes in the access rights, including without limitation blocking or revoking access and informing the new users of their access rights (not available for Foundation).

In addition to the Terms, the following conditions will apply to Customers:

Customer is solely responsible for any invitations to grant access for the use of the App are sent to correct and legitimate email addresses, and will ensure that none of the Users or non-users are spammed (not available for Foundation).

Customer is solely responsible for all activities occurring under the Accounts created and/or allowed by Customer to access and use the App. Customer acknowledges and agrees that Signify makes the App available but will not be liable for use of such App by the Service Providers, Installers and/or End Users that use and access the App and Services as authorized by Company or on Company's behalf.

Customer explicitly acknowledges and agrees that the Service Provider and/or Installer that creates a project on the App in connection with Customer's Interact Pro System and that uploads details of your Interact Pro System onto the App to enable the use of the Services through the App and/or the App will have access to and will use your Usage Data in accordance with this Annex. Signify shall not be responsible for any action by Service Provider or Installer, including for any losses arising out of

unauthorized use of Customer's Interact Pro System or Services or of Usage Data or any other data by Service Provider or Installer.

Installer

The App allows Installer to commission, control and adjust the light levels and settings of specific luminaires and lamps that are part of the Interact Pro System as authorized by the Customer;

In addition to the Terms, the following conditions will apply to Installer:

Installer shall not try to circumvent any access levels granted to Installer or cause any changes to access levels of other users, Service Providers, other Installers or Customer.

Installer shall not cause any changes to the project or the Interact Pro System without prior written authorization from the Customer or the Service Provider.

Installer shall immediately cease accessing a Customer project after being instructed by that Customer or the relevant Service Provider to do so.

Service Provider (not available for Foundation)

The App allows Service Providers to:

control and adjust the light levels and settings of specific luminaires and lamps that are part of the Interact Pro System as authorized by the Customer;

monitor the Interact Pro System status and performance for the purposes providing services to Customer;

on behalf of Customer initiate the project via the App for installation on Customer's site of the Interact Pro System by Service Provider or an Installer engaged by Service Provider;

administer and grant or revoke access for the Customer, Installer and/or End User via the Application as authorized by the Customer

In addition to the Terms, the following conditions will apply to Service Provider:

Service Provider shall initiate and work on a project only on behalf of the Customer after you have obtained written authorization from the Customer to do so.

Service Provider shall keep Customer informed of who has access to the specific project of Customer and what are their access rights.

Service Provider shall ensure that Service Provider creates user accounts for legitimate and correct user accounts. Service Provider shall not spam users and non-users.

Service Provider shall set the access levels for users correctly and on a need to know basis, and shall ensure that each project for each Customer will be a separately created instance and one Customer's data will not be visible to or accessible by other customers or users. Access levels provides different rights to End Users, Installers, Customers and this should be done correctly.

Service Provider shall not make changes to access levels of an End User, Installer, Customer or any changes to the System via the App without prior written authorization of the Customer.

Service Provider shall immediately cease accessing a Customer project after being instructed by that Customer to do so.

End-User (not available for Foundation)

The App allows End-User to control and adjust the light levels and settings of specific luminaires and lamps that are part of the Interact Pro System for the sole purposes of using the Interact Pro System as authorized by Customer.

In addition to the Terms, the following conditions will apply to End-User:

End-User shall not try to circumvent any access levels granted to End-User or cause any changes to access levels of other users, Service Providers, Installers or Customer.

End-User shall not cause any changes to the project(s) or the Interact Pro System without authorization from the Customer.

End-User shall immediately cease accessing a Customer project after being instructed by Customer or the relevant Service Provider to do so.

Annex 2: Data Processing Terms

1. Customer shall collect and further process Customer Data (defined below) in accordance with requirements of applicable data protection laws, in particular for justification of any transmission of such Customer Data to Signify, including providing any required notices and obtaining any required consents of the individuals to permit the processing of Customer Data under these Terms.

Customer's instructions for the processing of Customer Data shall comply with applicable data protection laws. Customer shall have sole responsibility for the accuracy, quality, and legality of Customer Data.

2. With regard to the Processing of Customer Data, the parties to the Terms acknowledge and agree that Customer is the Controller, and Signify (or members of the Signify Group) is the Processor.

3. Signify will Process Personal Data as necessary to perform the Services pursuant to these Terms and as further instructed by Customer in its use of the Services. Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to: (a) Personal Data relating to the following categories of data subjects: customers, business partners, employees, advisors, freelancers, visitors, other users authorized by the Customer to use the Services; or (b) the following categories of Personal Data: first and last name, contact information (email address). Subject to section 11 of this section, Signify will Process Customer Data for the duration of the Terms.

4. Signify will treat Customer Data as confidential information and will only Process Customer Data on behalf of and in accordance with Customers' documented instructions for the following purposes: (i) Processing in accordance with these Terms; (ii) Processing initiated by users in their use of the Services; and (iii) Processing to comply with the documented reasonable instructions provided by the Customer where such instructions are consistent with the terms of these Terms and do not require any material modification to the functionality of the Services. This Agreement contains Customer's complete and final instructions for the Processing of Customer Data. Any additional or alternate instructions must be agreed upon separately.

5. Signify will, to the extent legally permitted, promptly notify Customer if it receives a request from a user of the Service to access, correct or delete that person's Personal Data or if a user of the Service objects to the Processing thereof ("Data Subject Request"). Signify will not respond to a Data Subject Request directly except to confirm that the request relates to Customer. To the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Signify will upon Customer's request provide commercially reasonable assistance to facilitate such Data Subject Request to the extent Signify is legally permitted to do so and provided that such Data Subject Request is exercised in accordance with Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Signify's provision of such assistance.

6. Signify will make sure that its personnel engaged in the Processing of Customer Data are informed of the confidential nature of the Customer Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Signify will also ensure that Signify's access to Customer Data is limited to those personnel performing Services in accordance with these Terms.

7. Customer acknowledges and agrees that: (i) Signify affiliates may be retained as Sub-Processors for the Processing of Customer Data; and (ii) Signify and Signify affiliates respectively may engage Sub-Processors for the Processing of Customer Data. In any case, upon written request, Signify will make available to Customer a list of existing Sub-Processors (if any) used to process Customer Data. If Customer has a reasonable basis to object to Signify's use of a Sub-Processor, Customer shall

notify in writing its objections to Signify. In the event Customer objects to a Sub-Processor, and that objection is not unreasonable, Signify will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Customer Data by the objected Sub-Processor.

8. Signify will assume liability for the acts and omissions of its Sub-Processors to the same extent Signify would be liable if performing the services of each Sub-Processor directly under this section.

9. Signify will maintain administrative, physical and technical safeguards for the protection of the security (including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage), confidentiality and integrity of Customer Data, as set forth in the Documentation.

10. Signify will notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, transmitted, stored or otherwise Processed by Signify or its Sub-processors of which Signify becomes aware (a "Customer Data Incident"). Signify will make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as Signify deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within Signify's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users.

11. At the termination of the Service or upon request of the Customer, Signify will delete Customer Data, except where applicable data protection law provides otherwise.

12. Customer acknowledges and agrees that Customer Data may be transferred to and/or accessed from any countries in which Signify or its Sub-Processors maintain facilities. Customer or Service Provider or Installer (all as defined in Annex 1) shall be responsible to ensure that transfer of Customer Data outside of the jurisdiction from which it has been made available to Signify or from which Customer Data has originated is compliant with applicable data protection law.

13. If required by data protection law applicable to the Customer, to the extent Customer does not otherwise have access to the relevant information and to the extent such information is available to Signify, upon Customer's request, Signify will provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under applicable data protection law.

Defined terms. When used in these data processing terms, capitalized terms shall have the following meanings:

"Controller" means the entity which determines the purpose and the means of the Processing of Personal Data.

"Customer" as used in these data processing terms means the Customer and Service Provider, collectively, as defined in Annex 1)

"Customer Data" means any Personal Data processed by Signify on behalf and under the documented instructions of the Customer.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Processing" means any operation or set of operations which is performed upon Customer Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission,

dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Processor” means the entity which Processes Personal Data on behalf of the Controller; when a Processor hires another entity to act on its behalf and under its instructions for the Processing of the Customer Data, such entity will be referred to as “Sub-Processor”.

Annex 3 List of Free Services

Foundation:

- User registration
- Creation of new sites, commissioning of new installation
- App page providing Multi Project Overview for Installers
- Operational control of lighting installation by Customer

Advanced:

- User registration
- Creation of new sites, commissioning of new installation
- App page providing Multi Project Overview for Installers
- Operational control of lighting installation by multiple Customers and End-users
- Regular software updates to deploy improvements for Free Services
- Off-site control
- Scheduling