Availability of Software Services

Availability of Software Services Policy (the "Policy")

1. This Policy applies to all Relevant Software Services together with any additional stipulations that the Software Services Specification Sheet or Subscription for those Relevant Software Services in respect of availability of those Relevant Software Services may provide.

2. Definitions. The terms when capitalized in this Policy shall have the meaning as assigned thereto in the clause 2 below, or if no meaning thereto has been assigned in this clause, they shall have the meaning assigned thereto in Signify's Terms of Software Services as published here: Terms of Software Services | Signify Company Website.

    2.1. **Agreement** means the agreement under which Signify has made available a Subscription to the Relevant Software Service

    2.2. **Available** shall have the meaning as attributed thereto in the Software Services Specification Sheet

    2.3. **Availability** means the period of time that the Software Service is not subject to Downtime.

    2.4. **Availability Target** means the targeted average Availability per Month of each calendar month that is part of the period of 12 calendar months immediately preceding Signify's calculation of the Availability, which target is identified in the relevant Software Services Specification Sheet.

    2.5. **Availability per Month** means the period in a calendar month measured in minutes that the Relevant Software Services is Available expressed in a percentage of the duration of that calendar month in minutes and calculated as follows:
    $$Availability\ per\ Month\ (\%\ in\ the\ month) = 100\% - \frac{\Sigma\ \text{Downtimes in minutes in the relevant month}}{\text{Duration of the relevant month in minutes}}$$

    2.6. **Connected Product** means any product, equipment, hardware, component, or accessory which is either required for the use or proper performance of a Relevant Software Service, or which may otherwise be used in conjunction with a Relevant Software Service.

    2.7. **Contract Counterparty** means Signify's counterparty under the Agreement and any party who has received access and use rights to the Relevant Software Services under the Subscription to the Relevant Software Services.

    2.8. **Downtime** of the Relevant Software Service is the total number of minutes that the Relevant Software Service is not Available during the relevant measuring period for access and use by the Contract Counterparty or its Authorized Users, as determined in sole discretion by Signify's internal server monitoring equipment and records, excluding any situation in which the Relevant Software Service is not Available that is caused in whole or in part by (a) scheduled or announced Downtime or maintenance windows of the Relevant Software Service announced, if possible, at least 24 hours before their occurrence ("**Planned Maintenance**"), (b) failure of Internet or network connectivity; (c) data transmission issues failures outside the control of Signify (including, without limitation, data transmission, processing or exchange failures over any networks or telecommunications facilities); (d) access to or use of the Relevant Software Services by that does not strictly comply with the Agreement, including the Subscription or Software Service Specification Sheet (e) any failure or delay by the Contract Counterparty in performing any of its obligations under the Agreement (f) any failure, interruption, outage, or other problem with any software, hardware, system, or service not supplied by Signify; (g) lack of availability or delay in response by the Contract Counter Party or any Authorized User to incidents that require one or more of their participation for problem source identification and/or resolution; (h) performance or security issues that result from any failure by Contract Counterparty to accept any updates or upgrades as contemplated by the Agreement; (i) any modification or changes to any relevant Connected Product or Relevant Software Service not made by Signify, (j) any issues relating to or arising from the Connected Product, including without limitation the improper design, application, installation, commissioning, or use, maintenance or operation thereof or power supply thereto; (k) Connected Product inoperability, defects or failures; (l) any Force Majeure Event; (m) disabling, suspension, or termination of the Relevant Software Services pursuant to the Agreement; or any other exclusion to Down time as provided for in the relevant Software Services Specification Sheet. All Downtime will be rounded up or down to the nearest one-minute increment, with increments equal to or greater than thirty (30) seconds being rounded up to the next minute.

    2.9. **Policy** means this Availability of Software Services Policy

    2.10. **Reporting Request** means a request by the Contract Counterparty to report on the Availability of the Relevant Software Service.

2.11. **Relevant Software Service** is the Software Service for which the related Software Services Specification Sheet or Subscription stipulates this Policy applies, but provided the Contract Counterpart has a valid Subscription to those Software Services.

2.12. **Software Services Specification Sheet** means the document as published by Signify that specifies the Software Service including without limitation main functionality, third-party elements thereof, conditions of use in relation hardware and IT environment, Signify policies and statements applying to it.

3. Signify will calculate the Availability of the Relevant Software Services in accordance with this Policy monthly before the 15th day of each month during the Subscription Period. At written request of its Contract Counterpart under the Agreement, Signify will provide the outcome of that calculation to that Contract Counterpart as soon as reasonably practical.

4. In case the Availability per Month over a month during the Subscription Period is lower than the Target Availability, Signify will use commercially reasonable efforts to analyze the root cause and, if deemed required by Signify to meet the Availability Target, initiate or continue, as the case may be, corrective actions with the aim to bring the Availability in line with the Availability Target. This shall be the sole remedy for the Contract Counterpart or any party having access or use of the Software Service for the Software Services not being accessible or useable or Signify not meeting the Availability Target for the Relevant Software Services.