

**SPECIFIC TERMS FOR
INTERACT PROPOSITIONS**

Contracting Parties	Address
[Signify Legal Entity] (“Signify”)	
(“Customer”)	
Effective Date:	
Interact Proposition & Software Service Agreement	Interact Retail [Master Interact Agreement dated

Customer and Signify (“the Parties”) are a party to the Agreement (defined above) pursuant to which Signify will provide certain Interact Proposition services and products to Customer as defined and set out in the Agreement and Statement of Work.

These Specific Terms are attached to the Agreement and made a part thereof upon execution by the Parties. These Specific Terms detail the specific terms and conditions applicable to the Interact Proposition identified above.

All capitalized terms used but not defined herein will have the meaning ascribed to such term in the Agreement.

Details on Interact Proposition. Interact Retail, as further described in the Statement of Work, is a LED lighting system combined with on-premise or web-based software services hosted on a cloud server, to enable Authorized Users to get access to the system to view and manage light points. Services related to the lighting system may include, when chosen by Customer in the Statement of Work, the installation and commissioning of the system and specific maintenance, repair, and operational support activities, all as further identified and applied in the Statement of Work.

Details on Products. The proper functionality of the Software Service requires that it be used only with a compatible gateway (e.g. Dynalite PDEG, Dynalite PDEG-S v2) which is connected to the on-premise or web-based software services. Signify may, at its discretion, enable third parties to manufacture Products compatible with Interact Retail, with the purpose to enhance the Customer benefit.

Details on Services. When Customer intends to use Interact Retail to remotely control the lighting (via the web-based software services) Customer shall be solely responsible for providing internet access necessary for the Interact Retail store gateway to connect to the web-based software services. Signify shall not be responsible for any downtime in the software service due to lack of internet access by Customer.

To be able to use the software service, Customer must:

- (a) use a management computer system complying with the minimum hardware requirements as described in the Documentation;

- (b) arrange proper Internet access for use by their management computer meeting technical requirements as described in the Documentation;
- (c) use one of the recommended operating systems, software tools and browsers as specified in the Documentation; and
- (d) obtain access rights from Signify (no functional accounts).

Details on Software Service. The Software Services that Signify provides consist of a software application or a combination of software applications (e.g., scene and schedule management, energy- and lighting management dashboard), including, but not limited to the required hosting infrastructure, as further detailed in the Documentation. The Software Services may allow for different user profiles with associated access rights and capabilities, for instance to control access levels, all as more fully set out in applicable Agreement Documents.

Details on Managed Service.

Managed Service plans (e.g. Standard Managed Services, Light as a Service) are available, at a cost, via the execution of a Statement of Work. Additional terms may apply.

Details on Customer Information. Signify may provide certain features or services as part of the Software Service that rely upon energy consumption data, and status information about the lighting system and individual light points. To provide such features or services, where available, Signify must collect and process energy consumption data and status information about the lighting system and individual light points of Customer’s stores. Customer consents to Signify collecting, using, and processing energy consumption data and status information about the lighting system and individual light points.

Third Party Materials. Customer acknowledges that the Software Service may rely on the availability and correct functioning of third party product, components (cables, etc) and/or services, including switches, connectivity, hosting and communication services. These are outside of the control of Signify and Signify will have no responsibility or liability in this respect to such third-party products, components or services.

Exclusions from Services (including Software Services).

The following are elements of the Interact Retail proposition, but are excluded from the S

oftware Service:

- (a) Product, or any hardware and/or equipment;
- (b) Installation and/or deinstallation of Product, or any hardware and/or equipment;
- (c) Variations of service to meet specific requirements, not part of the Documentation;
- (d) APIs to allow Customer to integrate (elements of) the Software Service and/or use Data with a system of Customer or its IT infrastructure, or any third-party system or ecosystem; and
- (e) Importing asset data of Customer into the Interact Retail Multisite manager.

If any of the foregoing elements are requested by Customer, they must be added to the Statement of Work.

Specific Conditions of Use/ Use Restrictions. In addition to the Conditions of Use set out in the Statement of Work and Documentation, the following applies.

Specific Site and System Conditions. In addition to the conditions and other requirements and elements set out in the Agreement, Statement of Work and/or Documentation, the following conditions apply: Signify may update or change the software embedded in the Interact Retail store gateways and may do so remotely without notification. Signify may cease supporting/maintaining individual components, features or functionality of the Software Service upon 12 months' written notice to Customer.

Acceptance of Terms of Use. Signify will provide login data for Authorized Users of Customer on request. The access, right to use and interact with the Software Service will be subject to Terms of Use that each Authorized User must accept by clicking a box indicating acceptance, or otherwise instructed by Signify, all as may be amended from time to time in accordance with its provisions.

The Terms of Use and/or Documentation can define different user profiles with associated access rights and capabilities that apply to the Software Service.

The Parties have caused this Agreement to be signed on the date mentioned below.

[Signify]

[Customer]

Date:

Date:

By:

By: