

INTERACT TERMS OF SERVICE (INDIRECT)

These Interact Terms of Service (“**Terms of Service**” or “**TOS**”) are between Signify North America Corporation (“**Signify**”) and Customer and governs the use of one or more Software Services by Customer. Each of Signify and Customer are individually referred to herein as a “**Party**” and, collectively, as the “**Parties.**”

1. DEFINITIONS. As used in these Terms of Service, the following terms shall have the following meanings:

1.1 **Account** means an account provided by Signify allowing Customer to use one or more Software Service(s).

1.2 **Additional Features** means Signify provided additional features or functionality that form part of the Software Service, but are ordered, purchased and enabled separately. Additional Features may include, for example, application programming interfaces (APIs), software development kits (SDKs), or Interact Office’s Space Management or Interact City’s Workflow Management applications. Additional Features may be subject to and governed by Supplemental Terms. Additional Features do not include any Third Party Services.

1.3 **Affiliate** means any corporation, company, or other entity, that directly or indirectly controls, is controlled by, or under common control with a party. “**Control**” (including terms “controlled by” and “under common control”) means the possession, directly or indirectly, of the power or right to cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise. An entity is considered an Affiliate only so long as such ownership or control exists. No Authorized Distributor is an Affiliate of Signify.

1.4 **Applicable Data Protection Laws** means the provisions of the European Union’s General Data Protection (2016/679), 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.

1.5 **Authorized Distributor** means the Signify authorized distributor from whom Customer or its Representative has purchased Interact Hardware and/or Interact Luminaires.

1.6 **Authorized User** means an individual (including those of Customer’s Affiliates and Representatives) authorized to access the Software Service through Customer’s Account as an agent or administrator, as identified through a unique log-in.

1.7 **Confidential Information** means all information disclosed by Signify to Customer or Customer to Signify which is in tangible form and labeled confidential or proprietary, or is information, regardless of the form, which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. For example, Signify Confidential Information includes, without limitation, any non-public specifications, instructions, security policies and procedures, drawings, samples, models, processes, software, test results, reports, applied development engineering data, and any other technical or commercial information, data and documents of any kind provided to Customer.

1.8 **Customer Data** means information, data or content which is collected, downloaded, or received from Customer or an Authorized User by or through the Software Service.

1.9 **Data Processing Schedule** means the applicable schedule, if any, as published on Signify’s public website that provides additional details per Software Service on (i) the types of Personal Data Customer Data, (ii) the categories of Data Subjects that will be subjected to Processing by Signify and/or its Affiliates (or their respective subcontractors), (iii) the purpose and duration of processing Personal Customer Data, and/or (iv) possible international transfers.

1.10 **Documentation** means all documentation provided or made available by Signify in connection with a particular Software Service, whether in electronic or printed format, including any technical and/or functional descriptions, specification sheets, product data sheets, user manuals and user instructions, all as may be updated or amended from time to time.

1.11 **Effective Date** means the effective date identified under an Order Confirmation Form.

1.12 **Force Majeure Event** means any event or circumstance beyond the reasonable control of a Party - whether or not foreseeable at the time of the Terms of Service - as a result of which that Party cannot reasonably execute its obligations (other than any payment obligations), including, without limitation, internet or telecommunications failure, cyberattacks (including denial of service attack), acts of God, natural catastrophes flood, fire, earthquake, war, terrorism, riot, acts of any governmental or public authority, pandemic, strikes, lock-outs, sabotage; vandalism; industry-wide shortages, and transportation difficulties.

1.13 **Interact Hardware** means one or more Interact sensors, nodes or other Interact hardware, which are connected or integrated into each Interact Luminaire for purposes of enabling the Software Service to communicate with, control, and measure the performance of that Luminaire.

1.14 **Interact Luminaire** means a Signify-approved luminaire which is compatible and designed to interoperate with the Software Service.

1.15 **Order Confirmation Form** means the document issued by Signify directly to Customer which identifies and confirms the Subscription Period, Software Service, quantity of Interact Hardware and Interact Luminaires purchased, name and address of Customer, and installation location of any Interact Hardware and Interact Luminaires, as well as any Support Services that Customer has purchased from the Authorized Distributor. The Customer should review and compare Signify’s Order Confirmation Firm with any order documentation exchanged with the Authorized Distributor to ensure accuracy and alignment.

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

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

1.18 **Representative** means any Signify-approved third party agent, contractor, or representative accessing or using the Software Service to manage or assist Customer with the management of Interact Luminaires.

1.19 **Service Fee(s)** means the amounts payable to Signify for the Software Service, any Support Services, or any Additional Feature(s).

1.20 **Software Service** means the specific Interact software application or combination of software applications identified on the Order Confirmation Form, including related hosting infrastructure, all as specifically described in the Documentation .

1.21 **Subscription Period** means the Initial Subscription Period, together with any Renewal Subscription Periods (as defined under [Section 7.3](#) below). The Initial Subscription Period will be identified on the Order Confirmation Form.

1.22 **Supplemental Terms** means the additional terms and conditions specific to any Additional Features that govern Signify's provision and Customer's access and use of those Additional Features.

1.23 **Support Services** means and includes any support or value-added services as identified under an Order Confirmation Form that Signify agrees to provide to Customer. Support Services may include services such as control or lighting system design, remote project management, commissioning, training, data conversion, data analytic, as well as certain other technical or support services. Support Services do not include any Authorized Distributor Services or Third Party Services. Support Services are not for purposes hereof considered a part of the Software Service.

1.24 **Third Party Services** means any third party products, as well as any third party applications, services, software, systems, directories, databases or other content which the Software Service links to or which Customer may connect to or enable in conjunction with a Software Service, including, without limitation, Third Party Services which may be integrated into Customer's Account at Customer's direction. Authorized Distributor Services (see [Section 2.3](#) below) are considered Third Party Services.

2. RELATIONSHIP BETWEEN CUSTOMER & SIGNIFY.

2.1 **No Relationship with Authorized Distributor.** The Software Services are provided by Signify in connection with Customer's purchase of certain Interact Hardware, Interact Luminaires and Software Services sold by an Authorized Distributor directly to Customer or Customer's Representative.

The Authorized Distributor has been given by Signify the limited right to resell and distribute Interact Luminaires and/or Interact Hardware together with the Software Service subscription but (a) is in an independent, non Signify affiliated entity over whom Signify exercises no authority or control, (b) is not Signify's agent or representative, and (c) has no authority to make any representations, warranties, or promises on behalf of or otherwise bind Signify.

Signify is agreeing to provide Support Services (if any) and access to and use of the Software Service exclusively in accordance with these Terms of Service. Signify's obligations and responsibilities to Customer, and Customer's rights and remedies against Signify, are expressly limited to those specifically identified under these Terms of Service, and are not supplemented, varied, or modified by any agreement or other understandings between Customer and any Authorized Distributor.

2.2 **Interact Hardware & Interact Luminaire Sale.** All terms and conditions respecting the purchase, sale, performance or use of the Interact Hardware or Interact Luminaires shall be solely as may be agreed upon between the Authorized Distributor and Customer or

Customer's Representative; provided however, that the Authorized Distributor is authorized to assign the respective Signify Standard Interact Hardware and/or Interact Luminaire Warranties, as applicable (collectively, the "**Signify Product Warranty**") directly to Customer. A copy of the Signify Product Warranty is available upon request. Signify shall have no liability, responsibility, or other obligation with respect to: (a) any written agreement as may exist between the Authorized Distributor and Customer or its Representative, or (b) any rights and remedies that Customer as a buyer of goods may have against the Authorized Distributor as the merchant or seller pursuant to the applicable provisions of Article 2 of the Uniform Commercial Code (U.C.C.) as adopted by the state in which such goods are installed. Customer acknowledges that (a) the sole and exclusive warranty made by Signify to the Authorized Distributor, or authorized to be assigned or otherwise provided by Authorized Distributor on Signify behalf to Customer, regarding the Interact Hardware or Interact Luminaires is the Signify Product Warranty, and the Signify Product Warranty is made in lieu of all other warranties, express or implied, including, without limitation, any under the U.C.C.; (b) Signify is not responsible for any representations, warranties, or covenants made by the Authorized Distributor, including (without limitation) any with respect to the Software Service, Support Services, Interact Luminaires or Interact Hardware which conflict with, are inconsistent with, or in addition to the Documentation, the Signify Product or Support Service Warranties or the Software Service Warranty hereunder, and Customer hereby waives any claims against Signify therefor. Other than any obligations as Signify may have to Customer under and pursuant to a validly assigned Signify Product Warranty, Signify shall have no obligation or liability to Customer respecting the Interact Luminaires or Interact Hardware.

2.3 **Authorized Distributor Services.** In addition to the Authorized Distributor's supply of Interact Luminaires or Interact Hardware, the Authorized Distributor may agree to separately provide to Customer certain value-added services such as engineering, installation, consulting, or other support services (collectively, "**Authorized Distributor Services**"). Signify is not in any way liable or obligated to Customer or anyone else for any Authorized Distributor Services or other performance promised or duty owed to Customer by any Authorized Distributor. Customer agrees to look solely to Authorized Distributor for the provision of Authorized Distributor Services and any other Authorized Distributor performance, and agree to waive any claims against Signify concerning those Authorized Distributor Services or other Authorized Distributor performance.

3. PROVISION OF SOFTWARE SERVICES.

3.1 **Authorized Users & Purpose.** During the Subscription Period, subject to compliance by Customer, all Authorized Users, and Customer's Representatives with these Terms of Service and Signify's receipt of payment related to Customer's subscription (including any Service Fees and amounts payable for any Interact Hardware or Interact Luminaires), Customer will have the non-exclusive, non-transferable, and limited right to access and use the Software Service for the Authorized Purpose. Signify will make the Software Service available to Customer in accordance with the Documentation and these Terms of Service. The Software Service is provided for the sole purpose of assisting Customer with Customer's management and control of certain of Customer's Interact Luminaires ("**Authorized Purpose**").

3.2 Enablement Requirements. Access to and use of the Software Service requires that Customer: (a) use a management computer system complying with all applicable minimum hardware requirements; (b) arrange proper Internet access for use by a management computer meeting all applicable technical requirements; (c) use one of the recommended operating systems, software tools and browsers; (d) properly install, use, and maintain all required Interact Hardware and Interact Luminaires; (e) to the extent applicable, operate only with compatible hardware, equipment, and products, in each case, as identified under the Documentation.

3.3 Hosting Services. The Software Service includes certain hosting services, including firewalls, data center infrastructure, redundancy and back-up functionality, all as and to the extent specified in the Documentation. However, the Software Service does not and should not replace the need for Customer to independently maintain regular data back-ups or redundant data archives.

3.4 Software Service Exclusions. The Software Service specifically excludes: (a) the supply, delivery, installation, commissioning, maintenance, repair or other servicing of any Interact Hardware or Interact Luminaire; (b) any review, analysis, or validation that a specific configuration or lighting system design complies with any applicable codes, laws, regulations or standards; (c) variations of the Software Service to meet any specific or custom requirements Customer may have; (d) any asset or data configuration, importation, or exportation support activities, including uploading data into or extracting data of any kind from the Interact database; (e) any Support Services or Third Party Services, including any Authorized Distributor Services.

3.5 Availability. Signify will use commercially reasonable efforts to make the Software Service generally available twenty (24) hours a day, seven (7) days a week, excluding any (a) planned downtime (for, among other activities, maintenance, updating and repair purposes), which Signify will try to notify Customer of at least eight (8) hours prior to commencing or (b) any other unplanned downtime, caused by any unanticipated or unscheduled unavailability of any part of the Software Service, including but not limited to any system or hosting facility failures, Internet or mobile access connectivity issues, or due to a Force Majeure Event or any circumstances beyond Signify's reasonable control.

3.6 Changes. Signify may at any time during the Subscription Period or after change the working methods, communication systems, Software Service or any components of the Software Service, any Additional Features, and related Documentation, provided that such changes will not materially reduce the functionality of the Software Service. Signify may update or change the software or firmware embedded in any Interact Hardware or Interact Luminaire, and may do so remotely without notification.

4. USE OF SOFTWARE SERVICE & CUSTOMER OBLIGATIONS.

4.1 Authorized Users. Customer may during the Subscription Period permit qualifying Authorized Users to access the Software Service through Customer's Account. The use of the web and/or mobile applications by Authorized Users will be subject to additional terms of use as specified in the respective web or mobile application. Customer will ensure that the Authorized Users (a) access and use the Software Service in accordance with these Terms of Service, the

Documentation, and any additional web or mobile application terms of use, and (b) are bound by confidentiality provisions as protective of Signify's Confidential Information as those contained in these Terms of Service.

4.2 Prohibited Activities. Customer will not, and will not permit any Authorized User, Representative, or third party to: (a) copy, decompile, reverse engineer, disassemble or otherwise discover any software or protocols that Signify uses to provide the Software Service(s), or to decode, de-crypt or neutralize any security measures in Software Service or remove or circumvent the protection of Software Service, performing any security test, i.e., penetration testing, without written authorization from Signify; (b) access the Software Service by other means than via the identified Authorized Users that must use the dedicated user interface; (c) remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear during the use of the Software Service on the user interface; (d) merge or incorporate Software Service with or into any other software or software service, or create derivative works based upon the Software Service; (e) republish, reproduce, distribute, display, post or transmit any part of the Software Service or modify or adapt the Software Service or create derivative works based upon the Software Service; (f) access the Software Service in order to build a competitive product or service, or copy any ideas, features, functions, or graphics of the Software Service; (g) perform an action with the intent of introducing viruses, worms, defects, Trojan horses, malware or any items of a destructive nature or disabling the web application or other end users' devices; (h) sublicense, resell, distribute, lease, rent, loan, time-share, operate as a service bureau or otherwise distribute or provide access to the Software Service other than to Authorized Users and Representatives, or otherwise generate income from the Software Service; or (i) use the Software Service to provide outsourced services to or on behalf of any third party.

4.3 Account Registration & Care. Signify will provide Customer with an Account providing access to the Software Service. Customer is solely responsible for (a) the security of the passwords provided to all Authorized Users, (b) maintaining the confidentiality and security of Customer's Account and for all activities that occur on or through Customer's Account, and (c) preventing unauthorized access or use of the Software Service through Customer's Account. Customer will immediately notify Signify of any security breach of the Account, including loss of passwords or unauthorized use of the Software Services. Signify is not responsible for any loss or claim arising from the unauthorized use of the Account as a result of Customer's negligence, willful misconduct or failure to comply with these Terms of Service.

4.4 Uploaded Content & Material. Customer is solely responsible for any Customer Data or other materials transmitted or saved via the Software Service or by using the Software Service. Customer will ensure that any Customer Data complies with all applicable law, does not infringe any Intellectual Property Rights, and its obtainment, provision, and use is compliant with any privacy policies, agreements, or other obligations Customer may maintain or enter into concerning that Customer Data. In the event that Signify, any competent authority or a third party claims that such Customer Data or other materials have been transmitted or saved through the Software Service does not comply with applicable law or infringes Intellectual Property Rights, Signify may remove such Customer Data

material, in addition to any other rights Signify has under these Terms of Service.

4.5 Reliance on Data. Customer, the Authorized Users, and Representatives must use the Software Service for the Authorized Purpose only. Neither Signify nor any of its content providers or subcontractors guarantees the availability, accuracy, completeness, reliability, or timeliness of data generated or displayed by the Software Service, and Customer will not rely on, nor allow others to rely on, the Software Service and any related data for applications or purposes other than the Authorized Purpose, including for applications or in situations where precise information is needed or where erroneous, inaccurate, time-delayed or incomplete location data may lead to serious incidents, including death, personal injury, property or environmental damage. Signify does not guarantee and disclaims any liability for the availability, accuracy, completeness, reliability, or timeliness of data generated or displayed by the Software Service for any purpose or use other than the Authorized Purpose. Any location-based features or services are not intended or suitable for use as an emergency locator system.

4.6 Configuration. Customer is solely responsible for the accuracy of any Order, including with respect to the specification, configuration or other requirements of any Interact Hardware, Interact Luminaires, and Software Services, and functionality, compatibility and interoperability with other products or hardware (not supplied or authorized by Signify), as well as fitness for Customer's use.

5. DATA

5.1 Data Ownership. As between Customer and Signify, all title, ownership and interest in Customer Data remains with Customer. Customer acknowledges and agrees that Signify and its Affiliates (or their respective subcontractors) may collect information and data from the use by Customer of Interact Luminaires, Interact Hardware, and any Software Service (including Additional Features, and any Third Party Services or products) ("**Usage Data**"). Customer hereby grants to Signify the perpetual, irrevocable, royalty free, worldwide right to use the Usage Data, free of charge, at any time during the Subscription Period and thereafter, in its sole discretion, for any purposes whatsoever, including but not limited to aggregating or compiling Usage Data with other data, create IPR, or derivative works of or modify or adapt Usage Data to provide, maintain, and improve the products and services, and to develop new products or features or services. Signify will ensure that the use of Usage Data will exclude any Personal Data (as defined under Signify's Privacy Notice).

5.2 Geolocation Data. Signify and its suppliers may provide certain features or services as part of the Software Service that rely upon device-based location information, which use GPS (where available) and/or cell tower locations and or recorded information. To provide such these features services (where available) Signify and its subcontractors (including its Operators) must collect, use, transmit, process and maintain location data of certain equipment, including but not limited to the geographic location of the Interact Luminaires and information related to these Terms of Service. This includes device or equipment types. Subject to [Section 13](#) (Confidentiality), Customer agrees (and will cause Authorized Users and Representatives to agree) that Signify and its partners may collect, use, transmit, process and maintain such location and Account and Customer Data to provide and improve such features or services.

5.3 Data Processing; Personal Data. If Signify Processes Personal Data as a Controller, it will act in accordance with 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>. Customer represents that Customer is legally authorized to give access to such Personal Data and consent to the processing thereof by Signify and/or its Affiliates for the purposes described in these Terms of Service. If Signify processes any Personal Data of Customer as a Processor (as defined under the General Data Protection Regulation (2016/679), it will act in accordance with Signify's Data Processing Agreement and the applicable Data Processing Schedule, copies of which may be accessed on <https://www.interact-lighting.com/global/support/legal/digital-terms>.

5.4 Data Usage. The Documentation or Order Confirmation Form may specify data usage and data exchange limits. In the event that these data usage or data exchange limits are exceeded, (a) Customer may be responsible for additional data usage fees, and/or (b) Customer may experience delays or degradation in performance of the Software Service.

5.5 Third Party Infrastructure; Network Security

5.5.1 Customer is responsible for procuring and maintaining the network connections that connect Customer's network to the Software Services, including, but not limited to, "browser" software that supports protocols used by Signify, including the Transport Layer Security (TLS) protocol or other protocols accepted by Signify, and to follow these procedures for accessing services that support such protocols. Customer has and will retain sole responsibility for (a) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services. Without limiting the generality of the foregoing, Customer shall remain solely responsible for ensuring that Customer's network is suitable for properly using the Services.

5.5.2 Signify does not control the transfer of data over computer networks or communications facilities, including the internet and telecommunication/broadband cellular infrastructures, and Software 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 telecommunications 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 damages (including downtime, security vulnerabilities, or degradation of Software 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, sunset, or transition of an Operator from 3G or 4G/LTE networks to 5G, or subsequent generations of network protocols.)

5.5.3 Signify is not responsible for notifying Customer, Authorized Users, or Customer's Representatives of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Customer Data, transmitted across computer networks or communications facilities (including but not limited to the Internet) which are not owned, operated or controlled by Signify.

5.5.4 Signify is not responsible for any security vulnerabilities and the consequences of such vulnerabilities, arising from Customer's, Authorized User's, Representative's, Authorized Distributor's or third party content or applications (including any Third Party Services) including any viruses, Trojan horses, worms or other programming routines contained in Customer's, Authorized User, Representative or third party content or applications could limit or harm the functionality of a computer, network, or that could damage, intercept, or expropriate data.

6. ADDITIONAL FEATURES; SUPPORT SERVICES; THIRD PARTY SERVICES.

6.1 **Additional Features.** Signify may make Additional Features available to Customer directly or indirectly through Authorized Distributors. Additional Features may be subject to (a) additional Service Fees, and (b) any applicable Supplemental Terms. To the extent not subject to any Supplemental Terms, such Additional Features are considered part of the Software Service, and remain subject to the terms, conditions, and limitations of these Terms of Service. Signify will notify Customer of any applicable Supplemental Terms prior to the activation of any Additional Feature. Customer's activation or use of any Additional Feature will be considered acceptance of the applicable Supplemental Terms.

6.2 **Support Services.** To the extent identified thereon, Signify will provide to the Customer any Support Services expressly identified on an Order Confirmation Form in connection with Customer's set-up, deployment, and operation of the Software Service at a particular site. Such Support Services will be subject to any additional terms, conditions, or other understandings identified therein. Signify warrants that it or its subcontractor will provide such Additional Support Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, but provides no other warranty of any kind, express or implied, with respect to any Additional Support Services. Signify's sole obligation, and Customer's sole remedy, for any breach of this Support Services warranty will be, at Signify's election, to reperform such Support Services such that they comply with this warranty, or provide a refund for any itemized Support Service Fees actually received by Signify.

6.3 **Third Party Services.** If Customer decides to enable, access or use Third Party Services, Customer acknowledges that Customer's access and use of such Third Party Services is governed solely by the terms and conditions of such Third Party Service provider, and Signify does not endorse or support (regardless of whether they are designated as "certified," "compatible," or similar), is not responsible for or liable for, and make no representations as to any aspect or content of the Third Party Services, including, without limitation, the manner in which data (including Customer Data) is handled, protected, managed or processed. Signify does not guarantee the continued availability of any Third Party Service feature, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the Third Party Service Provider ceases to make that Third Party Service available for operation with the corresponding Service on reasonable terms. Customer agrees Signify is not liable for any damage or loss (including data deletion, disclosure, or modification) caused or alleged to be caused by or in connection with Customer's enablement, access, or use of any Third Party Service, and further irrevocably waives any claim against Signify with respect to any Third Party Services. Customer

may be required to register or log-into such Third Party Services on their respective websites. By enabling Third Party Services, Customer are expressly permitting Signify to disclose Customer's Account information, Customer Data and any other data as is necessary to facilitate the use, enablement, or interoperation of such Third Party Services.

7. SERVICES SET-UP AND OPERATION; SERVICE PAST INITIAL SUBSCRIPTION PERIOD

7.1 Intentionally Omitted.

7.2 **Commissioning.** Customer is solely responsible, at its cost and expense, for the proper installation of the Interact Luminaires, any Interact Hardware, and any other hardware or equipment required for access to or use of the Software Service in accordance with the Documentation. In the event that Signify has agreed under the Order Confirmation Form to provide commissioning Support Services such commissioning will not commence until such point as all associated Interact Hardware and Luminaires have been properly installed. "**Commission**" or "**Commissioning**" means activation of properly installed Interact Hardware such that they are viewable within the Interact application Commissioning does not include: (a) installation, maintenance, or repair services, (b) any asset-mapping, asset registration, data configuration, data analytics, data conversion, training, or (c) any other value-added services. Provision or completion of the Commissioning does not constitute Signify's approval, endorsement, or acceptance of any design, engineering, installation work, or other work not performed by Signify. Customer shall be solely responsible for ensuring that the Interact Luminaires and Interact Hardware are and remain compliant with the Software Service requirements. Customer hereby agrees to provide all information requested by Signify in order for the successful deployment and performance of the Software Services, including, but not limited to, site information, plans, drawings, information on construction. Customer shall be responsible for the accuracy of the information provided and Signify reserves the right to charge Customer separate, additional Support Service Fees (at Signify then-current rates) in the event incorrect, incomplete or inaccurate information is provided by Customer.

7.3 Subscription Periods.

7.3.1 The "**Initial Subscription Period**" with respect to a given order is the initial term for which a Customer has engaged use of the Software Service, as identified on an Order Confirmation Form. The Initial Subscription Period for a Software Service or Additional Feature (as applicable) under an Order Confirmation Form begins as of the Effective Date noted thereunder, unless otherwise set forth in the Order Confirmation Form. In no event may the Initial Subscription Period exceed ten (10) years. In the event that no Initial Subscription Period is identified, the Initial Subscription Period will be one (1) year from the Effective Date under such Order Confirmation Form.

7.3.2 Following the Initial Subscription Period, the subscription term for a Software Service deployment under an Order Confirmation Form is automatically renewed and extended for subsequent periods of one year (each, a "**Renewal Subscription Period**"), unless otherwise set forth in an Order Confirmation Form, or as provided under Section 9 below. Each Renewal Subscription Periods will be subject to the then current annual Service Fee designated by Signify

for such renewal term, and will be paid by Customer directly to Signify.

7.3.3 Either Party may elect to not renew a Software Service subscription under an Order Confirmation Form for a Renewal Subscription Period by providing sixty (60) days written notice to the other prior to the end of the Initial Subscription Period or then current Renewal Subscription Period, as applicable.

7.4 Both the Initial Subscription Period and any Renewal Subscription Period (s) are subject to termination sooner than their appointed duration, as provided in accordance with Section 9 of these Terms of Service.

7.5 All Service Fees for any Renewal Subscription Period, as well as any Support Services, Additional Features, Interact Hardware or Interact Luminaires subsequently purchased by Customer directly from Signify which are not identified on the Order Confirmation Form will be paid by Customer in accordance with Signify's then-current invoicing, order processing, and payment policies.

8. INTENTIONALLY OMITTED.

9. SUSPENSION & TERMINATION OF SERVICE.

9.1 Suspension.

9.1.1 Under the terms and conditions of Signify's agreement with the Authorized Distributor (the "**Authorized Distributor Agreement**"), Signify is entitled to (a) suspend all rights to access and use the Software Service or Customer's Account ("**Suspend**"), (b) withhold or discontinue provision of any Support Services, and/or (c) terminate Customer's Account if (i) Signify is notified by Authorized Distributor of Customer's failure to pay amounts due to Authorized Distributor with respect to any Service Fees, or for any Interact Hardware or Interact Luminaire, (ii) Authorized Distributor fails to pay any amounts due to Signify pursuant to the Authorized Distributor agreement with respect to any Interact Hardware or Interact Luminaire. Customer consents to these suspension and termination rights and acknowledges and agrees that Signify will have no liability to Customer of any kind with respect to any such termination or suspension.

9.1.2 Additionally, Signify reserves the right to initiate a Suspension or terminate Customer's Account if: (a) Customer, Authorized Users, or Representatives violate these Terms of Service (including without limitation failure to pay in full, without deduction, any amounts as are payable to Signify hereunder), or otherwise do not use the Software Service in accordance with the Documentation; (b) Customer's, Representative's, or Authorized User's use of the Software Service violates applicable law, including any export regulations, (c) or use of the Software Service 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 provided services or infrastructure).

9.2 **Termination.** Customer's Account, including all rights to use and access the Software Service, will conclude and expire at the end of the Subscription Period, unless terminated earlier in accordance with these Terms of Service. Signify may terminate Customer's Account and access and use rights if Customer, or any Authorized User or Representative materially breaches the Terms of Service and does not cure such breach within thirty (30) days after receiving written

notice from Signify. Either party may terminate these Terms of Service immediately if the other party makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudged bankrupt, becomes insolvent or is placed in the hands of a receiver. In case of the expiration or earlier termination of a Subscription Period, Customer will immediately cease to use the Software Service and will have no further right of use. If Signify terminates these Terms of Service due to a breach by Customer, Customer will pay any unpaid fees covering the remainder of all Subscription Periods, as well as any other charges or reimbursements due hereunder. In no event will any termination relieve Customer of Customer's obligation to pay any fees or other amounts payable to Signify prior to the effective date of termination.

9.3 **Data Return.** Following the expiration or termination of the Subscription Period, Signify will for a thirty day period make available to Customer for download a file of Customer Data in comma separated value (.csv) form along with attachments in their native format. After this thirty-day period, Signify will have no obligation to maintain or provide any Customer Data, and will unless prohibited by law, will have the right to delete all of Customer Data in Signify's systems, or otherwise within Signify's possession or control.

10. SOFTWARE SERVICE WARRANTY

10.1 **Warranty.** Subject to any limitations or understandings elsewhere under these Terms of Service, Signify warrants to Customer that the Software Service will substantially conform to the specifications set forth under the Documentation during the Subscription Period ("**Software Service Warranty**"). Signify does not warrant that the Software Service will operate uninterrupted, or that it will be free from defects or errors not materially affecting such performance or that the applications or Software Services are designed to meet any Customer's business requirements. Signify does not warrant any third party content, applications, software, content, products, or services, including any Distributor or other Third Party Services.

10.2 **Service Only.** The Software Service Warranty covers only the Software Service, and excludes and does not create or confer any rights or remedies on the part of Customer, or obligations or covenants on the part of Signify, with respect to any Interact Luminaires or Interact Hardware or any Support Services. Notwithstanding anything to the contrary herein, each party's rights, obligations, and remedies respecting any Interact Luminaires or Interact Hardware shall be solely and exclusively determined as set forth under Section 2.2 above.

10.3 **Remedies.** If Signify has validated the Software Service fails to operate in accordance with the Software Service Warranty (a "**non-conformance**"), Customer's sole and exclusive right, and Signify's sole and exclusive obligation, are limited, (i) to correcting, modifying, repairing, or replacing the non-conforming Software Service or non-conforming portion thereof, or (ii) if Signify fails to correct the non-conformance after using reasonable commercial efforts, terminate the Software Service or affected portion or functionality thereof.

10.4 **Testing & Corrective Work; Exclusions.** Signify will have a reasonable time to modify or perform such corrective work or credit Customer as provided above. Customer shall ensure that Signify has access to all items required to undertake the work needed to remedy the defects. Customer shall provide assistance and facilities as may be reasonably required by Signify or its employees for the investigation

and remedial works set forth in this Section, including by providing Signify with access to Customer's network. Such assistance includes allowing access to all specifications, designs, records or other available information. For the avoidance of doubt, Signify will not be responsible for any traffic management in connection with such repairs. Signify will have no liability under the Software Service Warranty (i) unless Signify is notified in writing promptly upon Customer's discovery of the failure or defect; or (ii) in the event that Customer is in breach of Customer's payment obligations hereunder. Signify will have no obligations under this Software Service Warranty and this Software Service Warranty will be void if the alleged failure or non-conformance of any Software Service is found to have occurred as a result of: (a) any defect, failure, non-conformity, or other performance issue of Interact Hardware or Interact Luminaire not qualifying for repair, replacement or credit under the terms of the applicable Signify Hardware or Luminaire Warranty (it being understood that such Interact Hardware and Luminaires are separately warranted pursuant to Section 10.2 and are not considered part of the Software Service as provided under Section 3.4); (b) any performance or compatibility issues of any hardware, accessories or other equipment not manufactured by Signify; or any use of the Software Service with luminaires that are not designated as Interact Luminaires, (c) any inaccurate or incomplete information or data provided by the Customer or Customer's Representative, (d) if the Software Service is not used or otherwise accessed in accordance with these Terms of Service or the Documentation or; (e) any Force Majeure Event. In the event of a claim for failure or non-compliance, if Signify carries out any test as required by Customer and the result of such test shows the Software Service is not in accordance with the provisions of these Terms of Service then Signify shall bear the cost of these tests. In all other events, Customer shall compensate Signify for the costs incurred.

EXCEPT AS SPECIFICALLY SET FORTH UNDER SECTION 10.1, THE SUPPORT SERVICES AND ALL SOFTWARE SERVICES, INCLUDING ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. THE WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF, AND SIGNIFY HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY, SECURITY, OR FITNESS FOR A PARTICULAR PURPOSE. No warranty or agreement varying or extending the Software Service Warranty or Interact Hardware or Luminaire Warranty, or any limitation of remedy provisions, may be relied upon by Customer unless it is in signed writing specifically referencing these Terms of Service and duly executed by an officer of Signify.

11. LIABILITY.

11.1 **No Relationship with Operator.** Customer understands and agrees that Customer: (1) has no contractual relationship with any Operator; (2) is not a third party beneficiary of any agreement between Signify and the Operator, and hereby waive any and all claims or demands therefore; (3) that the Operator has no liability of any kind to Customer, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise; (4) that messages or data transmissions

may be delayed, deleted or not delivered; and (5) the Operator cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Software Services.

11.2 **Limits.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIABILITY OF SIGNIFY, ITS AFFILIATES AND ITS OPERATORS TO CUSTOMER, CUSTOMER'S AFFILIATES, AND REPRESENTATIVES UNDER OR IN CONNECTION WITH THESE TERMS OF SERVICE WILL NOT INCLUDE LIABILITY FOR (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES, OR BUSINESS INTERRUPTION; (E) ANY LABOR COSTS ASSOCIATED WITH UNINSTALLING OR REINSTALLING REPLACEMENT INTERACT HARDWARE OR INTERACT LUMINAIRES OR OTHER EQUIPMENT OR ACCESSORIES, (F) CLAIMS BY THIRD PARTIES OR THE PUBLIC (EXCEPTING WHERE LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE MAY NOT BE DISCLAIMED BY APPLICABLE LAW), OR (G) FOR ANY OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, ATTORNEYS FEES, COURT COSTS, INTEREST, 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. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SIGNIFY AND ITS AFFILIATES' AGGREGATE LIABILITY ARISING FROM OR RELATED TO THESE TERMS OF SERVICE WILL NOT EXCEED TWENTY PERCENT (20%) OF THE AMOUNTS PAID TO SIGNIFY UNDER THE ORDER CONFIRMATION FORM TO WHICH SUCH LIABILITY RELATES.

11.3 **Essential Purpose & Understanding.** An essential purpose of the limited exclusive liabilities and remedies under these Terms of Service is the allocation of risks between Signify and Customer, which allocation of risks is reflected in the provision by Signify of the Software Service. Signify has relied on these limitations in determining whether to provide Customer with the rights to access and use the Software Services. The provisions in these Terms of Service 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 of Service 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 of Service.

12. INTELLECTUAL PROPERTY INDEMNIFICATION

12.1 **Indemnification.** Subject to the provisions of Section 11, Signify shall indemnify Customer for any damages awarded against Customer in a final, non-appealable court decision that the Software Service provided pursuant to these Terms of Service directly infringes any third party Intellectual Property Right ("IPR"), provided that

Customer: (i) provides Signify prompt written notice of a claim; (ii) grants Signify full and complete information and assistance necessary to investigate and defend the claim; and (iii) grants Signify sole control of handling of the claim.

12.2 **Rights.** Upon notice of any claim, Signify may its own option and expense: (i) procure the right for Customer to use the Software Service; (ii) replace or modify the Software Service to avoid infringement; or (iii) terminate any affected Order Confirmation Forms and Software Services thereunder, and refund to Customer the portion of any prepaid Service Fees for Software Services which have not been provided due to applicability of this Section.

12.3 **Exclusions.** Signify will have no obligation for any claim of infringement arising from: (a) Signify's compliance with Customer's designs, specifications, or instructions; (b) Signify's use of technical information technology supplied by Customer; (c) modifications to the Software Service by Customer or its agents; (d) use of the Software Service other than in accordance with the specifications, Documentation, and/or instructions and the terms hereof, or; (e) any Third Party Services. The provisions of Sections 12.1 through 12.3 state the sole, exclusive and entire liability of Signify to Customer and constitutes Customer's sole remedy with respect to an IPR claim brought by reason of access to or use of a Software Service by Customer, its Authorized Users, or Representatives..

12.4 **Customer Indemnity.** Customer shall indemnify Signify, its Affiliates, its officers, agents, suppliers and employees harmless, against all liability, loss, cost, damages, claims or expenses (including reasonable attorney's fees) arising out of any claims or suits that may be brought or made against such parties arising from (i) any breach of these Terms of Service by Customer or (ii) any allegation of infringement of third party IPR, where such claim or suit is based upon the combination, operation, modification, or use of the Software Service by Customer or Customer's Authorized Users, if such claim of infringement would have been avoided but for such combination, operation, modification, or use.

13. CONFIDENTIALITY.

13.1 **Confidentiality.** Each Party (the "**Receiving Party**") shall retain in confidence and shall not disclose or use for any purpose, except in the performance of these Terms of Service, the terms of this agreement and any and all information about the business or customers of the other Party or any of their Affiliates which it may acquire in any form from the other Party (the "**Disclosing Party**") by virtue of these Terms of Service ("**Confidential Information**") and will not disclose such Confidential Information to any third party without the prior written consent of the Disclosing Party, except as permitted herein and except where required by law. Notwithstanding the foregoing, "Confidential Information" shall not include information which: (a) is in the public domain at the time of its disclosure to the Receiving Party or which thereafter enters the public domain otherwise than by any breach of these Terms of Service; (b) is already known to or in the possession of the Receiving Party at the time of its disclosure by the Disclosing Party as evidenced by the Receiving Party's records; or (c) is lawfully acquired at any time by the Receiving Party without restrictions from a third party without breach of confidentiality by such third party.

13.2 **Permitted Disclosures.** Notwithstanding Subsection 13.1, (a) Signify shall be permitted to disclose Confidential Information

relating to the Software Services to representatives or affiliates to the extent necessary to perform the Software Services; and (b) in the event that a Receiving Party is required by law to disclose any Confidential Information such Party may so disclose, provided that it shall, to the extent permitted by law, first inform the Disclosing Party of the request or requirement for disclosure to allow an opportunity for the Disclosing Party to apply for an order to prohibit or restrict such disclosure.

13.3 **Responsibility & Remedies.** Each Party shall be responsible for any breach of this Section 13 by its representatives and any person to whom it discloses any Confidential Information. The Parties agree that a Disclosing Party would be irreparably injured by a breach of these Terms of Service by a Receiving Party and that monetary damages would not be a sufficient remedy. Therefore, in such event, the Disclosing Party shall, in addition to other remedies available to it, be entitled to equitable relief, including injunctive relief without proof of actual damages, as well as specific performance.

13.4 **Survival.** The obligations of confidentiality herein shall survive the expiration or termination of these Terms of Service for a period of three (3) years.

14. MISCELLANEOUS

14.1 **Data Integrity & Security.** The Documentation describes the applicable administrative, physical, and technical safeguards (the "**Security Measures**") for protection of the security, confidentiality, and integrity of Customer Data, which the Software Services will be provided in accordance with during such Subscription Period. Signify's compliance with the Security Measures shall be considered compliance with Signify's obligation to protect and keep confidential Customer Data as set forth in these Terms of Service.

14.2 **IPR.** Each Party maintains all rights title and interest in and to all its respective IPR. The limited, conditional access and use rights granted to Customer, Authorized Users, and Customer's Representatives under these Terms of Service do not convey any additional rights in the Software Service or in any IPR associated therewith. Subject only to the conditional and limited right to access and use the Software Services as stated herein, all rights, title, and interest in and to the Software Services, Documentation, Signify Confidential Information, and any IPR therein, will remain with and belong exclusively to Signify.

14.3 **Performance Through Affiliates.** Signify may perform its obligations hereunder through one or more Affiliates. Customer acknowledges that Signify N.V. and its Affiliates are intended to be third party beneficiaries hereof, and may enforce these Terms of Service.

14.4 **Audit.** Signify (by itself or through its third party designees) reserves the right to monitor and periodically audit Customer's use of the Software Services to ensure that Customer's use complies with these Terms of Service and any Documentation. Customer agrees to provide reasonable assistance and cooperate with any audit.

14.5 **Feedback.** In the event Customer suggest to Signify changes or improvements of the Software Service, Signify and its Affiliates will have all right, title and interest to such suggestion and Signify will be entitled to use the feedback without any restriction.

14.6 **Federal Government End-Use Provisions.** If Customer is a U.S. federal government department or agency or contracting on their behalf, each of the “Software Services” is a commercial item as that term is defined under 48 C.F.R. 2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as those terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Services are licensed to Customer with only those rights as provided under the terms and conditions of these Terms of Service.

14.7 **Future Functionality.** Customer acknowledges that its purchase of any Interact Hardware, Interact Luminaires, of the any Software Service subscription, or Additional Feature is neither contingent upon the delivery of any future functionality or features nor dependent on any oral or written public comments made by Signify or its Affiliates, including any product or service roadmaps, with respect to future functionality or features.

14.8 **Export Regulations.** Customer acknowledges that certain transactions of Signify are subject to laws and regulations that prohibit export or diversion of certain products or technology to certain countries, entities or individuals, including the laws and regulations of the United Nations, the Organization for Security and Co-operation of Europe, the European Union and the United States of America (“**Export Regulations**”). The delivery, import, export, re-export or transfer of Software Service as well as technical assistance, training, investments, financial assistance, financing, brokering and license of technology will be subject in all respects to Export Regulations and to the jurisdiction of the relevant authorities responsible for Export Regulations. Customer will comply in all respects with the Export Regulations and with any export license applicable for the supply of products and the performance of Services.

14.9 **Force Majeure.** In the event either Party is unable to or delayed in performing any of its obligations (other than any payment obligations) under these Terms of Service due to a Force Majeure Event, its performance will be excused, and the time for performance will be extended for the period of delay or inability to perform due to such Force Majeure Event.

14.10 **Governing Law; Dispute Resolution.** The relationship of the parties, these Terms of Service and all claims related to it will be governed and construed in accordance with the laws of the State of New York, without giving effect to its choice or conflict of law provisions. ANY ACTION, DEMAND, CLAIM OR COUNTERCLAIM ARISING UNDER OR RELATING TO THESE TERMS OF SERVICE WILL BE RESOLVED BY A JUDGE ALONE AND EACH OF SIGNIFY AND CUSTOMER WAIVE ANY RIGHT TO A JURY TRIAL THEREOF.

14.11 **Notices.** All communications between the Parties with respect to these Terms of Service will be in writing and in English. A notice will be deemed received on the date of personal delivery or

deliver by commercial courier, or receipt of email has been confirmed, Customer shall send legal notices to Signify to:

Signify North America Corporation
400 Crossing Boulevard, Suite 600
Bridgewater New Jersey 08807, USA
Attn: Legal Department

14.12 **Assignment.** Customer may not assign these Terms of Service, directly or by operation of law, without the prior written consent of Signify. Any attempted assignment without such consent will be of no force or effect. Signify may assign these Terms of Service without Customer’s consent to one of its Affiliates, in connection with any internal reorganization, merger or change of control, or to a third party in the event of sale of all or substantially all of the assets of its Interact business. Subject to the foregoing, these Terms of Service will be fully binding upon, inure to the benefit of, and be enforceable by the parties their permitted respective successors and assigns.

14.13 **Application of Additional Interact Specific Terms.** Additional terms and conditions respecting the provision, access to and use of specific Interact Software Service applications (e.g., Interact Office, Interact Industry, Interact Landmark, Interact Retail) may apply. Such Interact Specific Terms are available at the following url <https://www.interact-lighting.com/global/support/legal/digital-terms>, and paper copies are available upon request. By signing an Order Form, Customer acknowledges having received and read such Interact Specific Terms.

14.14 **Entire Agreement; Amendment; Assignment; Severability.** These Terms of Service (including any Order Confirmation Forms entered into hereunder, and any validly assigned Signify Interact Hardware or Luminaire Warranty) constitute the entire agreement regarding the subject matter hereof and supersedes all prior agreements, understandings and communications oral and written, between the Parties regarding the subject matter hereof and may not be amended except in writing signed by an authorized representative of both Parties. No amendment of these Terms of Service will be effective or binding upon the Parties unless made in writing specifically referring to these Terms of Service signed by an authorized representative of each of the Parties. In the event of any express conflict between these Terms of Service and any set forth on an Order Confirmation Form, these Terms of Service shall govern and control. The failure or the delay of either Party to enforce any provision of these Terms of Service will not constitute a waiver of such provision nor a waiver to enforce it. In the event that any provision of these Terms of Service is held to be invalid, illegal or unenforceable, such provision will be deemed amended to achieve the economic effect of the intent of the Parties in a valid, lawful and enforceable manner.

ACCEPTANCE & ACKNOWLEDGMENT (TERMS OF SERVICE)

Customer has requested certain access and use rights with respect to Software Services provided by Signify North America Corporation. Access to and use of these Services is provided subject to and in accordance with the Signify's Terms of Service, a copy of which Customer acknowledges having read and received. Any capitalized terms used in this Acknowledgment & Acceptance Form have the meanings stated in the Terms of Service. No access or use rights with respect to the Software Services will be provided unless and until Signify has received a duly executed copy of this Acceptance & Acknowledgment Form.

Effective Date:

Order Form Reference Number:

Acknowledged and Agreed by duly authorized representative of:

Customer:	
Signature:	
Printed Name:	
Title:	