

**SPECIFIC TERMS FOR
INTERACT OFFICE (WIRED)**

Customer and Signify are parties to the Terms of Service pursuant to which Signify will provide certain Interact Software Services and/or products to Customer as set out in the Agreement. Pursuant to Section 14.13 of the Terms of Service, these Specific Terms for Interact Office (Wired) are attached to the Terms of Service and made a part thereof. These Specific Terms detail the specific terms and conditions applicable to Interact solution identified above. All capitalized terms used herein and not otherwise defined will have the meanings set forth under the Terms of Service.

Interact Office (Wired) (“Software”) is an on-premises software solution.

(A) License Grant. Subject to Customer’s compliance with all terms and conditions of the Terms of Service (including these Specific Terms), Signify grants to Customer during the Subscription Period (subject to sooner termination of the corresponding Order Form) a non-exclusive, non-sublicensable, and non-transferable license to use for the Authorized Purpose the Software at the site(s) identified on the corresponding Order Form (each, a “**Site**”). This license is subject to all terms, conditions, restrictions and limitations set forth under the Terms of Services, including, without limitation Sections 4.2 (Prohibited Activities), 8 (Fees & Payment), 9.2 (Termination), 14.2 (Intellectual Property), 14.4 (Audit), and 14.12 (Assignment),

Customer may install, use, and run one copy of the Software on Customer's network at each Site. The Documentation specifies the maximum number of Authorized User(s) who may remotely access and use the Software from any device. Customer shall provide written notice to Signify of the name and contact information of each new Authorized User, and of any individuals who are no longer Authorized Users, promptly on adding, removing, or replacing any Authorized User. The total number of Authorized Users shall not exceed the number set forth under the Documentation, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Service Fees payable. Customer may make one copy of the Software solely for testing, disaster recovery, or archival purposes. Any copy of the Software made by Customer: (a) will remain the exclusive property of Signify; (b) be subject to the terms and conditions of this Agreement; and (c) must include all copyright or other intellectual property rights notices contained in the original.

Customer is not permitted to modify or otherwise make derivative works of the Software or the Documentation.

(B) Delivery. Signify will make an electronic, machine-readable copy of the Software Service available for download from a network at its own cost, and Customer is responsible for the cost of downloading the Software Service.

(C) Maintenance Releases. During the Subscription Period, Signify will provide Customer with all Maintenance Releases (including updated Documentation) that Signify may, in its sole discretion, make generally available to its customers at no additional charge. All Maintenance Releases provided by Signify to Customer are deemed Software. Customer will install all Maintenance Releases as soon as practicable after receipt. Maintenance Release means any update, upgrade, release or other adaptation or modification of the Software or any Hardware, including any updated Documentation that Signify may provide to Customer from time to time during the Subscription Period, which may contain, among other things, corrections, enhancements, improvements or other changes to the user interface, compatibility, performance, efficiency or quality of the Software. Maintenance Release does not include any new version of the software. For avoidance of doubt, Customer does not have any right hereunder to receive any new versions of the Software that Signify may, in its sole discretion, release from time to time.

(D) Limited Warranty. Subject to the limitations and conditions set forth below, Signify warrants to Customer that for a period of ninety (90) days from the installation of the Software (the “**Warranty Period**”) that the Software will substantially conform in all material respects to Documentation when installed, operated, and used as recommended in the Documentation and in accordance with the Terms of Service (the “**Software Warranty**”).

The Software Warranty applies only if Customer: (a) notifies Signify in writing of the warranty breach before the expiration of the Warranty Period; (b) has promptly installed all Maintenance Releases to the Software that Signify

previously made available to Customer; and (c) as of the date of notification, is in compliance with all terms and conditions of this Agreement (including the payment of all license fees then due and owing).

Notwithstanding any provisions to the contrary under the Interact Specific Terms, this Software Warranty forth in does not apply to problems arising out of or relating to:

- (a) any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation
- (b) Customer's or any third party's negligence, abuse, misapplication, or misuse of the Software, including any use of the Software other than as specified in the Documentation;
- (c) Customer's failure to promptly install all Maintenance Releases that Signify has previously made available to Customer;
- (d) the operation of, or access to, Customer's or a third party's system or network;
- (e) any Interact Hardware or Interact Luminaire issues, defects, or other non-conformities;
- (f) any exclusions or limitations identified under Section 10.4 (Exclusions)
- (g) any other circumstances or causes outside of the reasonable control of Signify (including abnormal physical or electrical stress)

The Software Warranty is otherwise provided subject to the terms, conditions, and limitations under Sections 10.2 (Software Only), 10.3 (Remedies), 10.4 (Testing & Corrective Work; Exclusions), and 11.3 (Limitations of Liability) of the Terms of Service.

This Warranty is given in lieu of the Software Services Warranty under Section 10.1 of the Terms of Service, and is the exclusive warranty provided by Signify in connection with the Software.

(E) End of Subscription Period. Upon expiration of the Subscription Period or any sooner termination of the corresponding Order Form, unless the subscription is renewed, Customer shall immediately cease use of the Software and any Documentation. Within fifteen (15) days of expiration or sooner termination, Customer shall irretrievably destroy and permanently erase from all systems and devices the Software, Documentation, and Confidential Information including all documents, files, and tangible materials (including any partial and complete copies) containing, reflecting, incorporation or otherwise based on the foregoing.

(F) Technical Measures. The Software may contain technological measures designed to prevent unauthorized or illegal use of the Software. Customer acknowledges and agrees that: (a) Signify may use these and other lawful measures to verify Customer's compliance with these Terms of Service and enforce Signify's rights, including all intellectual property rights, in and to the Software; (b) Signify may deny any individual access to and/or use of the Software on written notice to Customer if Licensor, in its sole discretion, believes that person's use of the Software would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User. Usage Data, as referenced under the Terms of Service, includes diagnostic, technical, and related information (including information about Customer's computers, systems and software).

(G) Third Party Services:

(a) **PointGrab Materials.** The Space Management Application that is part of the Interact Office offering, may integrate the CogniPoint™ sensing platform provided by PointGrab Ltb. The CogniPoint™ sensing platform is comprised of workspace occupancy sensors ("PointGrab Sensors") that detect people's presence, locations and numbers, and send analytics data to the CogniPoint™ cloud Management System over a secure, encrypted network connection. Signify provides the the CogniPoint™ sensing platform as a third-party product on an "As-is" and "As-available" basis and makes no warranty of any kind, express or implied, including any warranty of merchantability or fitness for a particular purpose.

(b) **Google Maps API.** Interact Office makes use of Google Maps API to obtain Latitude and Longitude coordinates for addresses needed in order to correctly display the location of premises on a world map. The

Google Maps API is also used in to set reference points used by Interact Office dashboards to link floorplans to world maps, providing developers with correct location reference information for e.g. luminaires, points of interest, people counting and occupancy areas.

(H) Reservation of Rights. Customer acknowledges and agrees that (a) the Software and all Documentation are licensed, and not sold, to Customer and Customer does not have under or in connection with the Terms of Service any ownership in the Software or Documentation, or in any related intellectual property rights; (b) Signify and its Signify(s) are the sole and exclusive owners of all right, title, and interest in and to the Software and Documentation, including all intellectual property rights relating thereto, subject only to the rights of third parties in open source components (if any) and the limited license granted to Customer under this Agreement; (c) Customer hereby unconditionally and irrevocably assigns to Signify its entire right, title, and interest in and to any intellectual property rights that Customer may now or hereafter have in or relating to the Software or Documentation (including any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise. Except for the limited rights and licenses expressly granted hereunder, nothing hereunder or under the Terms of Service grants, by implication, waiver, estoppel or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to any of the Software or Documentation.

(I) Non-Application of Certain Terms of Service.

Notwithstanding anything to the contrary set forth herein, the following provisions of the Terms of Service shall have no application, force or effect with respect to the provision or use of Interact Office (Wired) Software:

- Section 3.3 (Hosting Services)
- Section 3.5 (Availability)
- Section 4.1 (Authorized Users & Access)
- Section 5.3 (Data Processing)
- Section 8.3 (Data Return)
- Section 14.1 (Data Integrity & Security)

(J) Other. Subject to Section (I) above, any reference under the Terms of Service or Documentation to Software Service shall otherwise for purposes hereof mean and apply to the Software. For purposes of the Software, the following are added to the list of exclusions under Section 12.3 of the Agreement: (i) any open source components, (ii) combination, operation, or use of the Software in or with any technology (including any hardware, system, firmware, or network) or service not provided by Signify or specified for use in the Documentation, (iii) use of any version of the Software other than the most current version or failure to timely implement any Maintenance Release, modification, update, or replacement of the Software made available to Customer by Signify.

Acknowledged & Agreed

Customer:

Signature:

Printed Name:

Title: