

Specific Terms for First Link Remote Services

These Specific Terms (the “ST”) detail certain specific terms and conditions applicably to the FirstLink Remote Services (“FLRS”) software under a valid purchase order (“PO”) with Signify North America Corporation (“Signify”). All capitalized terms used, but not defined herein, will have the meaning ascribed to them in Signify’s Terms of Software Service published here : (“TOSS”) or the Terms of Use (“TOU”) agreed when downloading the FLRS application.

In the event of any conflict or inconsistency between these documents, the order of precedence shall be: (1) the Terms of Software Service (“TOSS”), (2) the Digital Terms (“DT”), (3) these ST, (4) the FLRS Terms of Use (TOU), (5) the Signify Terms and Conditions of Sale, (6) the PO.

<p><u>Details on the FirstLink Remote Services Proposition.</u></p>	<p>FirstLink Remote Services is a software (“Software Service” or “FLRS”) that provides access to and storage of certain test reports erased by Customer’s FirstLink connected emergency lighting testing system purchased from Signify (“Test Reports”) with appropriate FirstLink Emergency Lighting (defined below) and system installation, nodes, cellular connection or telecom available connections through a purchased gateway from Signify through a cloud-based portal accessible with a customer-specific login. As the FirstLink hardware performs required emergency lighting tests locally, the FLRS enables Customer to view, download, and manage the resulting Test Reports and receive notifications when new reports become available*.</p> <p>The purpose of the FLRS is to support Customer’s generation of Test Reports reflecting and related to Custom’s compliance obligations for Emergency Lighting to support Customer’s maintenance, inspection, and compliance documentation processes via convenient electronic access to Test Reports. The Software Service does not perform, control, monitor, or replace any Emergency Lighting or life-safety functions, all of which are carried out exclusively by the FirstLink hardware with appropriate nodes and product compatibility (“FL Emergency Lighting” or “FLEL”) governed by separate terms and conditions.</p> <p>Please refer to the following links for further information including downloads, as may be changed or updated by Signify from time to time:</p> <ul style="list-style-type: none"> (a) https://www.signify.com/global/legal/digital-terms (DT); (b) https://www.signify.com/global/legal/digital-terms/toss (TOSS); (c) https://www.signify.com/en-us/privacy-notice (d) https://www.signify.com/firstlink (ST); and (e) https://www.signify.com/firstlinkterms <p>*Signify does not guarantee accuracy, completeness, or timeliness and FLRS should not be used for or relied on for critical/safety applications and only for compliance with testing regulations. See TOSS for additional disclaimers.</p>
<p>Products</p>	<p>The proper functionality of the Software Service requires that (i) it be used only with FLEL; (ii) each project site with FLEL must have a FirstLink gateway (“FLG” or FirstLink Gateway) installed with a working internet connection per the FirstLink gateway product documentation; (iii) user profiles created; and (iv) valid and active FLRS subscription where Customer has agreed to required terms and made payment under the applicable PO for FLRS. Customer is defined as the entity listed in the applicable PO.</p>
<p>Other Understandings</p>	<p>Signify may cease supporting/maintaining individual components, features or functionality of the Software Service upon six (6) months’ written notice to Customer or sooner if there is regulatory, legal, or compliance reason for the change and as otherwise set out in the TOSS including but limited update/change/remove service features. Customer’s additional responsibilities are set out in the TOSS and DT including but not limited to maintaining connectivity and hardware, troubleshooting cooperation, and maintenance of security with user accounts. Customer understands that Signify utilizes third party cloud storage providers. FLRS does not come with any service level agreements, nor a guaranteed uptime as further set out in the TOSS and DT.</p>
<p>Term and Termination</p>	<p>The Term of the FLRS is set out in the applicable PO. Unless FLRS is renewed by Customer through a new purchase order, or unless Signify makes available and Customer elects an auto-renewal option, the Services will terminate at the end of the purchased service duration. In the event of a regulatory, compliance, or legal change impacting FLRS, Signify may terminate the FLRS with written notice to Customer. Customer understands the DT and TOSS includes additional termination rights for Signify.</p>
<p>Data Availability After Termination</p>	<p>Signify will maintain Test Reports for five years from the date the report is generated and for so long as Customer is active under a FLRS plan however it is Customer’s responsibility to download Test Reports before the end of the term or before termination or upon the written request of Customer, the request which must be made within thirty (30) days after the date of termination, Signify shall make available to Customer the Customer Data for download via an internet connection in their native format. After this 30-day period, Signify shall have no obligation to maintain or migrate any Customer Data. As used herein, “Customer Data” means electronic data or content submitted to and stored within the Software Service by Customer’s Authorized Users in connection with the use of the Software Service and as further defined in the TOSS and DT.</p>
<p>Third Party Materials and Services</p>	<p>Customer acknowledges that certain functionality of the products (including software) and Software Services as supplied by Signify (for the purpose of this section: (“Signify Products and Services”) rely on the availability and correct functioning, including compliance with security requirements, of third-party products (including software) and services (including software services) (for the purpose of this section together: “Third-Party Materials and Services”), such as cloud hosting services and connectivity and communication services from mobile operators (“Operators”). Third-Party Materials and Services are outside of Signify’s control and may be subject to limitations or delays. Customer agrees that Signify has no responsibility or liability with respect to</p>

**Specific Terms for
First Link Remote Services**

	<p>Third-Party Materials and Services and the consequences of Third-Party Materials and Services on Signify Products and Services, including any downtime, unavailability, modification or degradation of either Third-Party Materials and Services or, consequently, Signify Products and Services. Further, Customer acknowledges that the provision of certain Signify Products and Services, Third-Party Materials and Services or any part thereof may be subject to applicable laws, regulations, industry standards and supervision or directions of certain regulatory authorities and that any change in relation thereto may affect the Signify Products and Services or Third-Party Materials and Services (each a “Change in Law”). Upon notice, Signify may suspend or terminate, change, deprecate, remove functionality and features from all or part of Signify Products and Services, without liability, if Signify determines in its discretion it is required to do so as a result of any Change in Law or any changes in Third-Party Materials and Services. If, in such event, Signify determines in its discretion that the continuation of providing Signify Products and Services, Third-Party Materials and Services or any part thereof, requires any change in relation to Signify Products and Services, to the use of Third-Party Materials and Services or to any change in relation to any agreed Statement of Work or any Order previously accepted by Signify, and if Customer agrees to such changes, then Customer shall reimburse Signify for all costs and expenses incurred in respect of such change.</p>
<p>Specific Conditions of Use/ Use Restrictions</p>	<p>Customer shall use the Software Service solely for accessing, receiving, storing, and managing Test Reports generated by Customer’s FLEL testing system. The Software Service is intended to support and document automated testing performed by the FirstLink system in accordance with applicable commercial codes related to emergency lighting/life safety for industrial/commercial buildings, for example: NFPA 101 - Life Safety Code, NFPA 70 - National Electrical Code and UL 924 – Standard for Emergency Lighting and Power Equipment.</p> <p>Customer acknowledges that all required emergency lighting tests are performed locally by the FirstLink hardware and that the Software Service provides a convenient means of retrieving and managing the resulting Test Reports. The Software Service is not a life-safety control system, emergency alarm system, or real-time monitoring solution, and shall not be used or relied upon as a substitute for any safety functions performed by the emergency lighting equipment itself.</p> <p>Notifications are provided solely for Customer’s convenience and are not guaranteed. Customer remains responsible for reviewing Test Reports in the Customer Portal, monitoring the status of FirstLink hardware, and ensuring ongoing compliance with applicable emergency lighting inspection and maintenance requirements. Signify shall have no liability arising from delayed, missing, filtered, or undelivered notifications.</p> <p>Customer shall not use, or permit others to use, the Software Service or any data or notifications provided through it for real-time emergency response, continuous system supervision, or any application requiring immediate, precise, or fail-safe operational information. Customer understands that data uploads and notifications may be delayed, incomplete, inaccurate, or unavailable at times due to device connectivity, network conditions, or other factors inherent to cloud-based services.</p> <p>Signify does not guarantee and disclaims all liability regarding the availability, accuracy, completeness, reliability, or timeliness of any information or notifications generated or displayed by the Software Service for any purpose beyond the permitted use described above.</p>
<p>Customer Responsibilities</p>	<p>In addition to the TOSS and DT requirements, Customer acknowledges the following responsibilities:</p> <ul style="list-style-type: none"> (a) Maintain and operate Compatible FLEL, including the FLG, in accordance with Signify’s Documentation. (b) Ensure that each FirstLink Gateway has a continuous and reliable internet connection as required for the delivery and synchronization of Test Reports. (c) Ensure that all FLEL devices remain powered, accessible, and in good working condition. (d) Ensure that Customer’s Authorized Users maintain the security of their FLRS Accounts and comply with the FLRS Account TOU and TOSS. (e) Promptly address any alerts, status indications, or test results generated by the FLEL and FLG hardware and take all necessary corrective actions to maintain code compliance. (f) Configure email systems, firewalls, and filtering tools to allow delivery of Software Service notifications. (g) Ensure compliance with all applicable safety codes, inspection requirements, and maintenance regulations for emergency lighting systems.
<p>Additional Terms of Use</p>	<p>Access to the Customer Portal requires the use of an FLRS account. Customer and its Authorized Users must accept and comply with the ST, TOU, TOSS, and DT as a condition of accessing or using the Software Service.</p>