

## **End-of-Life policy for Signify Professional Systems & Services**

Version 1.2, dated December 11, 2024

Terms starting with a capital will have the meaning as attributed thereto in the section "Definitions" below.

## **Purpose and scope of this Policy**

Software Services may reach the end of their life cycle for several reasons, such as shifting market demands, technology innovation, evolving eco-systems, or the Software Services simply matured over time and are replaced by other functionality or technology. With this policy Signify aims to help its customer managing those end-of-life transitions of Signify's Professional Software Services, whether there are successor products or not.

This End of Life Policy (the "Policy") applies to Software Services as defined below and aims to describe the steps Signify typically will be taking to go end of life (EoL) for those Software Services.

This Policy applies to EoL Announcements made with respect to Software Services on or after the date of this policy. It does not apply to Software Services that are subject to an EoL Announcement before this date.

## **End of Life milestones**

Signify applies the following end of life milestones to its Software Services: End of Life Announcement, End of Sale Date (EoS), Last Day of Support (LDOS):

- Signify may provide an End of Life Announcement for any of its Software Services at any time.
- The End of Life Announcement is typically provided six (6) months before the End of Sale (EoS) Date, but Signify reserves the right to deviate from this period
- Such announcement will be published and appear on <a href="www.signify.com/global/our-offers/for-professionals">www.signify.com/global/our-offers/for-professionals</a>. Please visit this site regularly as it contains useful information regarding our end-of-life milestones.
- The Last Day of Support (LDOS) for a Software Service is given in the End Life Announcement and typically will be three (3) years after the End of Sale Date, but Signify reserves the right to deviate from this period
- For Software Services for which an End of Life Announcement is published, Support will remain available until the LDOS for customers that have a valid Subscription and Support Contract.
- The End of Life Announcement will specify the Support that remains available as of the End
  of Life Notification for new or extended Support Contracts. Support typically includes the
  following until LDOS, but Signify reserves the right to deviated here from in the End of Life
  Announcement:
  - Maintenance releases and workarounds or patches for critical bugs and security issues in accordance with the applicable Support Contract or Subscription.



- Customers may be required to install newer versions of the Software Services to receive any of the above Support.
- Support via C-SAT in accordance with the applicable Support Contract or Subscription.
- After the End of Life Announcement, no new Subscriptions to or new Support Contracts
  regarding the applicable Software Services, or extension to or renewals of such contracts,
  will be sold with a duration that go beyond the Last Day of Support (LDOS) or that will
  include Support that goes beyond the available Support as specified in the End of Life
  Notification
- After the End of Sale Date:
  - no new Subscriptions or new Support Contracts regarding the applicable Software Services, or renewals or extensions thereof will be sold anymore, it being understood however (and unless stipulated otherwise in the End of Life Announcement), that:
    - Signify may agree to an extension of the duration of a Subscription or Support Contracts existing at the End of Sale Date and/or extension of the scope of such Subscription, provided that such extension of the duration of a Subscription or Support Contract does not go beyond the LDOS and such Support Contracts do not include Support that goes beyond the available Support as specified in the End of Life Notification.
  - Support shall only remain available for customers that at the End of Sale Date have a valid Support Contract for the relevant Software Service.
- As from the LDOS any rights to access and use the applicable Software Services or to Support to the applicable Software Service shall terminate, except that
  - any rights for access and use to the Software Services with respect to which a specific duration for such rights has been agreed that has not passed at the LDOS will be respected subject to the terms of the Subscription. For clarity's sake: Any rights to access or use the applicable Software Service for which no specific duration for such rights has been agreed, will end as per the LDOS.
  - any rights to Support to Software Services for which the Subscription has not ended and are agreed under a Support Contract that has not terminated at the LDOS, will remain available subject to the terms of the applicable Support Contract.
- Signify may amend this policy from time to time by publishing an updated version hereof.



## **Definitions**

For purposes of this Policy, the following terms starting with a capital shall have the meaning attributed thereto below:

"C-SAT" means the operational organization of Signify, or a third party acting on Signify's behalf, being the first point of contact for Support on Software Services

"End of Life" (or "EoL") means the process that guides the final business operations associated with a Software Service 'life cycle.

"End of Life Announcement" means the announcement to the general public of the End of Sale date, Last Day of Support (LDOS) and other relevant information with respect to the End of Life process for a Software Services.

"End of Life Announcement Date" means the date on which the End of Life Announcement is made.

"End of Sale Date" (or "EoS") means the last date on which a Subscription or Support Contract for the relevant Software Service can be purchased. The EOS date is provided for in the EOL announcement.

"Last Date of Support" (or "LDOS") means the last date until which 1) the applicable Software Service can be accessed or used and 2) Support will be available for the applicable Software Service subject to the terms of this Policy.

"Software Services" means the delivery and/or the making available by or on behalf of Signify of Interact, Color Kinetics, Philips Dynalite branded web, mobile, cloud-based, on-premise software, firmware or other software applications or functionality, SDKs and APIs, and may include related hosting infrastructure services and other associated services and tools, software and documentation under a Subscription and any such items branded differently but to which Signify has made this Policy applicable.

"Subscription" means the non-exclusive, limited right to use certain Software Services in accordance with the applicable agreement.

"Support" means any activities as agreed between Signify and the relevant customer under a Support Contract or Subscription, including any service levels in respect thereof, related to supporting customers in the use of the Software Services or correcting any nonconformities of the Software Services, which may include accessibility to C-SAT, maintenance release, patches for security & bug fixes, work arounds, access to online content including online help, webcasts, phone support, and online support

"Support Contract" means an agreement related to Support with respect to the applicable Software Service, which agreement may be part of an agreement related to the Subscription.