

**SPECIFIC TERMS FOR
INTERACT CITY PROPOSITION**

These Specific Terms detail certain specific terms and conditions applicable to the Interact City Propositions.

All capitalized terms used, but not defined herein, will have the meaning ascribed to such terms in Signify’s Terms of Software Services as published at <https://www.interact-lighting.com/global/support/legal/digital-terms>

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| <p><u>Details on the Interact City Proposition</u></p> | <p>The Interact City proposition includes (i) the Nodes, including, where applicable and to the extent that the relevant Network Protocol (defined below) remains available, the telecom services to such Nodes, and (ii) a software platform for management of outdoor lighting and sensors, which offers applications to remotely control outdoor lighting and sensors and collect lighting and sensor data. As used herein, “Node” means a device connected to outdoor lighting, including hardware necessary to control and measure the performance of that lighting and to communicate with Software Service, e.g., LTE cellular nodes, (ii) radio frequency (RF) nodes, or (iii) cellular connected group controllers that support lighting functionality. Interact City, as further described in the Statement of Work, is a LED lighting system combined with web-based software services hosted on a cloud server to enable Authorized Users to get access to the system to view and remotely manage Light Points (defined below) and related assets. Services related to the lighting system may include, when chosen by Customer in the Statement of Work, the installation and commissioning of the system and specific maintenance, repair, and operational support activities, all as further identified and applied in the Statement of Work. As used herein, “Light Point” means an individual light source for illuminating roads, streets, walkways or park illumination.</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> <p>(a) https://www.interact-lighting.com/global; and</p> <p>(b) www.citytouch.com or www.city.interact-lighting.com, as applicable (each of which requires user Account).</p> |
| <p><u>Products</u></p> | <p>The proper functionality of the Software Service requires that it be used only with Compatible Luminaires (defined below).</p> <p>As used herein, “Compatible Luminaire” means (i) an Interact City or City Touch ready luminaire that contains an embedded Node, or (ii) a Signify-approved luminaire that may be retrofit with a Node, and is compatible with the Software Service as set forth in the Documentation. Compatibility may not be assumed without the written confirmation of Signify.</p> |
| <p><u>Other Understandings</u></p> | <p>Pricing of the Software Service is based on the following usage: (i) information between the Nodes and Software Service is exchanged once a day, automatically; and (ii) Customer is entitled to manually trigger data exchange twice per month per Node. Additional manual data triggers by Customer may lead to increased data usage. In the event that Customer’s manual triggers exceed the allotted allowance set forth in (ii) above, Signify may in its sole discretion halt manual triggers and/or charge additional fees on the basis of a Variation.</p> |
| | <p>Signify may cease supporting/maintaining individual components, features or functionality of the Software Service upon 12 months’ written notice to Customer.</p> |
| | <p>On the written request of Customer, which request 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 “comma separated value” (.csv) format with attachments 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.</p> |

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| <p><u>Third Party Materials and Services</u></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 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.</p> <p>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 Disclaimer with respect to cellular networks</p> | <p>At its discretion, an Operator may diminish, replace, exchange or sunset (“Decommission”) the cellular network utilized by the Node to communicate with Signify’s platform (e.g., 2G, 3G or 4G/LTE networks) (each a “Network Protocol”). In such an event, the Node may no longer communicate with Signify’s platform and would need to be replaced with or upgraded to, as to be determined by Signify, a Node that communicates via a then available Network Protocol. Upon Signify becoming aware of an Operator’s plan to Decommission a Network Protocol and if after assessment of the potential consequences thereof for the Signify Products and Services, Signify determines the Node would no longer communicate with Signify’s platform, Signify will provide notice to Customer but will not be liable for any cost related to or arising from the Decommissioning, including but not limited to replacement or installation costs.</p> |
| <p>Specific Conditions of Use/ Use Restrictions</p> | <p>Customer shall use the Software Service for the sole purpose of managing Customer’s Light Points and related assets. Customer shall not and shall not allow others to rely on data provided by the Software Service for any other applications or purposes than managing Customer’s Light Points, 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 other purpose than managing Customer’s Light Points. Any location-based features or services are not intended or suitable for use as an emergency locator system.</p> |