

TERMS OF SOFTWARE SERVICES (“TERMS”)

<p>These Terms together with the applicable other Service Documents apply to offers for and Subscriptions to certain Software Services from the Signify entity set out in Annex 2 below (“Signify”, “We”, “Us”, “Our”). “You” and “Your” refers to the organisation that has procured a Subscription - directly from Signify or as an assignee. Below, We use capitalized words to indicate that these are defined terms. You can find the meaning of those in Annex 1. Individuals that accept these Terms do so on behalf of You. Do not use the Software Services if You do not agree with these Terms.</p>			
<p>Additional Terms</p>	<ul style="list-style-type: none"> ▪ Country Specific Terms may apply. ▪ If We direct to Specific Terms in Service Documents, those will apply. ▪ Additional installation, commissioning or other services from Signify (on-site or remote), or the supply of certain products, all as may be required in relation to Software Services, will be subject to Our sales terms; see https://www.signify.com/global/conditions-of-commercial-sale. ▪ Your terms and conditions do not apply. 		
<p>Offers & Orders</p>	<p>If We make You an offer, You can accept it within 30 days. Until You have accepted the offer, We are free to amend or withdraw the offer. Your order is only binding if Signify has confirmed it.</p>		
<p>Signify’s Responsibilities Signify will use commercially reasonable efforts to provide the Software Services in conformance with Service Documents, including:</p>	<ul style="list-style-type: none"> ▪ comply with service levels if specified in Service Documents. ▪ maintain safeguards appropriate for protecting the security, integrity, and confidentiality of Your Information and Data in accordance with the Service Documents. <p>For On-Premises Software Services, We only grant You the non-exclusive, revocable, limited right to use the Software Services during the Subscription Period in accordance with applicable Service Documents.</p> <p>We will use commercially reasonable efforts utilizing generally accepted industry tools and practices to provide Software Services that do not contain any Malicious Code.</p>		
<p>What is Signify allowed to do? Signify rights include:</p>	<ul style="list-style-type: none"> ▪ monitor and verify compliance with Your Subscription. ▪ charge additional fees or suspend the Software Services in case of exceeding any usage, data usage and/or data exchange limits specified in Service Documents. ▪ rely on the quality, completeness and accuracy of Your Information. ▪ discontinue or change functionality or features that not materially affect the Software Services. ▪ (automatically) update Software Services. These Terms will apply to any update unless stipulated otherwise by Us for such update. ▪ freely use Feedback. 		
<p>Your responsibilities Your responsibilities include:</p>	<table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 50%;"> <ul style="list-style-type: none"> ▪ the use of the Software Services only in accordance with Your Subscription. ▪ the configuration of the Software Services and the integration and use of SDKs and APIs. ▪ maintaining appropriate security measures to prevent unauthorized access and use of Accounts and Software Services. ▪ immediately (and always within 12 hours) notify Us of any security incident. ▪ the backup of Your Information. ▪ compliance with (technical) requirements in Service Documents. ▪ compliance with third party terms applicable to Third Party Materials. ▪ the set-up and use of Your Accounts. ▪ compliance by Your Authorized Users with Service Documents. ▪ use of Non-Signify Applications and use of Data in connection therewith. ▪ keep the Software Services and Service Documents confidential. ▪ To comply with all laws and regulations applicable to the access or use of the Software Services, including export control laws and regulations. </td> <td style="vertical-align: top; width: 50%;"> <p>not to:</p> <ul style="list-style-type: none"> × make any modification of or repair the Software Services. × use Data or the Software Services for any illegal activity or × upload any data or content that is illegal, or for which You do not have the rights or permissions required for such upload, in the Software Services. × rely on the Software Services or Data for High Risk Applications. × copy, reproduce, modify, or create derivative works of Software Services or Documentation. × reverse engineer or derive the source code or the algorithmic nature of the Software Services, unless permitted by applicable law. × decode, de-crypt, remove, circumvent, or neutralize any (use) limitations, security measures, other protection, or inject malicious code in the Software Services, unless permitted by applicable law. × perform any action in a manner that would require the Software Services, or any derivative work thereof, to be licensed under Open Source Software. </td> </tr> </table>	<ul style="list-style-type: none"> ▪ the use of the Software Services only in accordance with Your Subscription. ▪ the configuration of the Software Services and the integration and use of SDKs and APIs. ▪ maintaining appropriate security measures to prevent unauthorized access and use of Accounts and Software Services. ▪ immediately (and always within 12 hours) notify Us of any security incident. ▪ the backup of Your Information. ▪ compliance with (technical) requirements in Service Documents. ▪ compliance with third party terms applicable to Third Party Materials. ▪ the set-up and use of Your Accounts. ▪ compliance by Your Authorized Users with Service Documents. ▪ use of Non-Signify Applications and use of Data in connection therewith. ▪ keep the Software Services and Service Documents confidential. ▪ To comply with all laws and regulations applicable to the access or use of the Software Services, including export control laws and regulations. 	<p>not to:</p> <ul style="list-style-type: none"> × make any modification of or repair the Software Services. × use Data or the Software Services for any illegal activity or × upload any data or content that is illegal, or for which You do not have the rights or permissions required for such upload, in the Software Services. × rely on the Software Services or Data for High Risk Applications. × copy, reproduce, modify, or create derivative works of Software Services or Documentation. × reverse engineer or derive the source code or the algorithmic nature of the Software Services, unless permitted by applicable law. × decode, de-crypt, remove, circumvent, or neutralize any (use) limitations, security measures, other protection, or inject malicious code in the Software Services, unless permitted by applicable law. × perform any action in a manner that would require the Software Services, or any derivative work thereof, to be licensed under Open Source Software.
<ul style="list-style-type: none"> ▪ the use of the Software Services only in accordance with Your Subscription. ▪ the configuration of the Software Services and the integration and use of SDKs and APIs. ▪ maintaining appropriate security measures to prevent unauthorized access and use of Accounts and Software Services. ▪ immediately (and always within 12 hours) notify Us of any security incident. ▪ the backup of Your Information. ▪ compliance with (technical) requirements in Service Documents. ▪ compliance with third party terms applicable to Third Party Materials. ▪ the set-up and use of Your Accounts. ▪ compliance by Your Authorized Users with Service Documents. ▪ use of Non-Signify Applications and use of Data in connection therewith. ▪ keep the Software Services and Service Documents confidential. ▪ To comply with all laws and regulations applicable to the access or use of the Software Services, including export control laws and regulations. 	<p>not to:</p> <ul style="list-style-type: none"> × make any modification of or repair the Software Services. × use Data or the Software Services for any illegal activity or × upload any data or content that is illegal, or for which You do not have the rights or permissions required for such upload, in the Software Services. × rely on the Software Services or Data for High Risk Applications. × copy, reproduce, modify, or create derivative works of Software Services or Documentation. × reverse engineer or derive the source code or the algorithmic nature of the Software Services, unless permitted by applicable law. × decode, de-crypt, remove, circumvent, or neutralize any (use) limitations, security measures, other protection, or inject malicious code in the Software Services, unless permitted by applicable law. × perform any action in a manner that would require the Software Services, or any derivative work thereof, to be licensed under Open Source Software. 		
<p>You must Assist Us for the performance of Software Services, for example:</p>	<ul style="list-style-type: none"> ▪ updating or replacing parts of Software Service(s). ▪ provide a suitable Network for Our use to deliver the Software Services. ▪ technically competent staff to support Us. ▪ providing Signify with alerts or error messages. ▪ Assistance in case of non-conformity of the Software Services or security incidents. 		
<p>Assignment You can assign Your Subscription to a third party, subject to the following conditions:</p>	<ul style="list-style-type: none"> ▪ You can only assign the entire Subscription and only for the specific use intended by that Subscription. ▪ You and the third party must notify Us - including the confirmation of acceptance of applicable Service Documents by the third party - within 30 days from the assignment and further in accordance with any instructions provided in Service Documents and Assist Us to effectuate the assignment. 		

	<ul style="list-style-type: none"> upon assignment all relevant Data will be deemed to be Data of the third party to which You assigned the Subscription and You must ensure that Your Personal Customer Data are not stored anymore in the Software Services. Your obligation to Indemnify Us related to any event occurred prior to assignment will survive any assignment. in case of violation any obligation in this section, We have the right to declare the assignment null and void. 	
Data Protection Laws Parties must comply with Applicable Data Protection Laws to the extent related to their respective responsibilities under these Terms.	Controller: If Signify Processes Personal Data as a Controller, it will act in accordance with Signify's Privacy Notice.	
	Processor: If Signify Processes any Personal Customer Data as a Processor, it will act in accordance with Signify's Data Processing Agreement and the applicable Data Processing Schedule.	
Data We may collect, process, generate and/or store Data (including, where strictly necessary, location data) by or via the Software Services during Your use. You grant Signify and/or its subcontractors:	<ul style="list-style-type: none"> the right to use such Data to perform the Software Service. a perpetual, irrevocable, royalty-free, worldwide right to use to such Data for any purposes whatsoever, provided Signify will ensure that such use will exclude Personal Customer Data. permission to allow access to Data and/or Your Information as required by Non-Signify Applications, to which access Signify may set additional terms and conditions. 	
	We disclaim any liability for the availability, accuracy, completeness, reliability, or timeliness of Data otherwise than as specified in the Service Documents.	
Remedies If there is any non-conformity of Software Services with Section "Signify's Responsibilities", as sole remedy:	<ul style="list-style-type: none"> We will correct such non-conformity in accordance with service levels, specified for such non-conformity in Service Documents, if any. When no service levels apply to a non-conformity, We will use reasonable commercial efforts to correct such non-conformity within a reasonable time. If We have not been able to correct a non-conformity You are allowed to terminate the Subscription with respect to the affected portion or functionality of the Software Service. For On-Premises Software Services, Our obligations to remedy are limited to 30 days after activation of the Software Service. 	
	We do not warrant that Software Services operate uninterrupted, are fit for purpose, free from defects or errors and exclude any remedy in respect thereof and, in addition, for any non-conformity: <ul style="list-style-type: none"> caused by planned downtime (including for maintenance, updating and repair purposes); caused by Your or Your Authorized Users violation of any of the Service Documents; or of Software Services for which You do not have a valid Subscription, have not paid all amounts due and/or for which not all Our updates have been implemented. 	
	Free of charge Software Services are provided AS IS and AS AVAILABLE, without warranty or support of any kind.	
	TO THE MAXIMUM EXTENT PERMITTED BY MANDATORY APPLICABLE LAW, SIGNIFY AND ITS SUPPLIERS DO NOT MAKE ANY OTHER WARRANTIES OR HAVE OTHER OBLIGATIONS OR LIABILITY WITH RESPECT TO NON-CONFORMITY IN SOFTWARE SERVICES.	
Third Party Materials	Software Services may include and/or rely on the availability and correct functioning of Third Party Materials: <ul style="list-style-type: none"> sometimes there are provisions in the third party terms that override parts of these Terms. Signify has no responsibility or liability with respect to Third Party Material unless We explicitly state otherwise in Service Documents. In addition, on request We will: (i) identify Third Party Materials and related terms that You have to comply with; and (ii) if permitted, make available to You, the warranties (if any) of the third party. 	
Non-Signify Applications	You can use Non-Signify Applications in connection with Software Services, but: <ul style="list-style-type: none"> Signify does not support such Non-Signify Applications; Signify has no responsibility or liability with respect to Non-Signify Applications, even if designated as "compatible" or "certified" or the like; and Signify may audit or verify Your use of Non-Signify Applications, or Data by such application, in connection with the Software Services. 	
Price & Payment You must pay to Signify the prices or fees as agreed in relevant Service Documents within 30 days of date of invoice and without any set-off or (tax) withholding.	In case of late Payments: <ul style="list-style-type: none"> You must pay interest on all due amounts at the rate of the applicable statutory rate, or in absence thereof, a rate as determined by Signify in conformity with common market practice. You must pay Signify all costs of payment collection, including attorneys' fees. 	Price Increase. Signify may adjust prices for: <ul style="list-style-type: none"> variations in individual costs of more than 5%; changes in recently published producer price index selected by Signify, compared to 12 months earlier; variations in the foreign exchange rate between foreign currencies and the Euro currency of more than 5% since the date of the applicable Service Document.
	You must reimburse Signify for all costs and expenses for Variations.	
Taxes	All prices are in the currency as specified in Service Documents and net of any Taxes.	

	<ul style="list-style-type: none"> You must bear all such Taxes and Signify may add these to the price or invoice separately. You are not allowed to withhold any Taxes from payments under Service Documents, except if any governmental authority requires You to do so. <p>If You are allowed to deduct Taxes from payments, the amounts payable to Signify must be grossed up with such additional Taxes. Signify is entitled to receive the same net amount as if no such withholding would have been required.</p>
Intellectual Property	<p>IPR Ownership. Ownership of IPR in the Software Services and Service Documents remains with Us, Our Affiliates, Our licensors or Our suppliers.</p>
	<p>IP Claims. In case of an IP Claim:</p> <ul style="list-style-type: none"> You must notify Us immediately; and If We consider Our Software Services or Your use thereof in accordance with the Service Documents infringe third party IPR, We may, at Our sole option, either: <ul style="list-style-type: none"> procure for You the right to continue to use such Software Services; revise such Software Services so that these are not subject to that IP Claim anymore; or suspend or terminate Your Subscription and make an appropriate refund of amounts paid by You for the affected part of the Software Service.
	<p>IP Proceedings. If an IP Claim results in any legal proceedings against You, We will reimburse You in respect of any final award of damages by a court of competent jurisdiction holding that Your use of the Software Services supplied by Signify in accordance with Service Documents solely and directly infringes any third party IPR, provided that You:</p> <ul style="list-style-type: none"> hereby give Signify full and exclusive authority, at the option and cost of Signify, to settle or conduct the defence of the IP Claim; will Assist Signify; are not allowed to enter into any settlement in connection with the IP Claim; We will only compensate You for any costs or expenses that We have approved.
	<p>Exclusions. Signify will have no obligations or liability towards You for IP Claims resulting from:</p> <ul style="list-style-type: none"> compliance with Your Information or resulting from any changes made by or for You; any violation by You or any of Your Authorized Users of Service Documents; any combination, method or process in the manufacture, testing or application in which such Software Services may have been used; resulting from compliance with relevant industry standards; <p>You must Indemnify Signify for these IP Claims, provided that: (a) Signify gives You prompt notice; and (b) Signify has granted You, on request, authority to settle or conduct the defence of the IP Claims.</p>
	<p>This section Intellectual Property states Our only obligations for IP Claims.</p>
Suspension & Termination Signify is allowed to suspend or terminate Your Subscription without liability if:	<ul style="list-style-type: none"> You or any Authorized User act in violation of Service Documents; required by law or regulation or at the request of a relevant regulatory authority; this is needed in Signify's discretion to protect Signify's and/or Your systems; Software Services are hampered by Third Party Materials or Force Majeure; the initial Subscription Period has been automatically extended, taking into account a reasonable notice period; described in the relevant Service Documents; or the Subscription is provided to You free of charge.
Consequences of termination Upon termination of Your Subscription:	<ul style="list-style-type: none"> You are no longer allowed to use the Software Services with immediate effect. You must immediately pay all amounts due. Provisions in Service Documents that are destined to survive termination, will so survive. You must delete all Our confidential information promptly.
Liability TO THE MAXIMUM EXTENT PERMITTED BY LAW, SIGNIFY, ITS AFFILIATES AND THEIR RESPECTIVE SUPPLIERS:	<ul style="list-style-type: none"> WILL NOT BE LIABLE TO YOU, YOUR AFFILIATES, YOUR REPRESENTATIVES, AUTHORIZED USERS, OR ANY THIRD PARTY UNDER OR IN CONNECTION WITH YOUR SUBSCRIPTION FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES (FOR EXAMPLE: LOSS OF DATA, LOSS OF PROFIT, LOSS OF REVENUES), 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. ARE NOT LIABLE IN CASE OF FORCE MAJEURE OR FOR SOFTWARE SERVICES PROVIDED FREE OF CHARGE. LIMIT THEIR AGGREGATE LIABILITY TO YOU, YOUR AFFILIATES, YOUR REPRESENTATIVES, AUTHORIZED USERS, OR ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR ACTIONS ARISING FROM OR RELATED TO SERVICE DOCUMENTS TO A MAXIMUM OF 20% OF THE PRICES PAID FOR THE AFFECTED SUBSCRIPTION.
Indemnification You must Indemnify Signify its Affiliates and their respective suppliers against claims:	<ul style="list-style-type: none"> caused by a violation by You or any Authorized Users of the Service Documents. from Authorized Users or any third parties related to Your or Your Authorized Users' use of the Software Services.

<p>General provisions</p>	<p>We may make any changes to Services Documents from time to time that will be in effect for all or, at Signify's discretion, certain Software Services and Subscriptions from the effective date of such change.</p> <p>If a change to a Service Document other than Documentation or the Privacy Notice has a material adverse impact and is not related to an update of On-Premises Software Services, We will notify You of such change. If You object to such change by notifying Us thereof in writing within 30 days after Our notification, the original Service Document will remain in effect until the end of the then running Subscription Period.</p> <p>Your continued use of the Software Services without giving Us notice of objections in accordance with the above, will constitute Your consent to such modifications.</p> <hr/> <p>If You have received access to or use of the Software Services (or part thereof) by downloading a mobile app comprising the Software Services or any part thereof (the "App") from the Apple, Inc. ("Apple") App Store or if You use the App on an iOS device, You acknowledge that You have read, understood, and agree to the following notice regarding Apple. These Terms are between You and Signify only, not with Apple, and Apple is not responsible for the Software Services or the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, to the maximum extent permitted by applicable law, Apple has no warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by You or any third party relating to the App or Your possession and/or use of the App, including: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the App and/or Your possession and use of the App infringe that third party's intellectual property rights. Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and upon Your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against You as a third party beneficiary of these Terms.</p> <hr/> <p>We may assign or delegate any rights and obligations hereunder without notice or Your consent.</p> <hr/> <p>The applicable law as indicated in Annex 2 govern the Subscription and Service Documents. Legal proceedings can be brought exclusively to the venue as indicated in Annex 2. If Your country of domicile is not included in Annex 2, Signify will mean "Signify Netherlands B.V." with exclusive venue in Amsterdam, The Netherlands.</p> <hr/> <p>In case of inconsistency between any of the Service Documents, the following ranking order will apply: (i) Statement of Work; (ii) confirmed orders, (iii) Our offers; (iv) Documentation; (v) Country Specific Terms and (vi) these Terms. With respect to APIs, any specific terms and conditions that Signify may apply thereto will prevail.</p> <hr/> <p>Your purchase of the Subscription is not contingent on the delivery of any future functionality or features.</p> <hr/> <p>The applicable Service Documents constitute the entire agreement with respect to the Subscription and supersede all prior understandings.</p> <hr/> <p>You must notify Signify in writing of a claim within 30 days of the date of the event giving rise to the claim. Any lawsuit relating to a claim must be filed within 1 year of the date of such notification. All other claims will be null and void.</p> <hr/> <p>If a provision of a Service Document is found to be invalid or unenforceable, the remainder will still apply and the parties to the Terms will try to substitute that provision by a provision that corresponds as closely as possible the originally intention.</p>
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Annex 1 - Definitions

Account	A user account and/or credentials for access and use of Software Services to which You have a Subscription.
Affiliate	an entity owned by, Controlling, Controlled by, or under common Control with, directly or indirectly, a party, where Control (or Controlling) means that more than fifty (50%) of an entity's shares or ownership interest representing the right to make decision for such entity are owned or controlled, directly or indirectly, by another entity.
API	an application program interface (including its Documentation).
Applicable Data Protection Laws	the provisions of GDPR, and other applicable mandatory laws containing rules for the protection of Personal Data.
Assist or Assistance	any support, cooperation, making available technically competent personnel, access, tools, facilities, information or any other assistance, as the context requires, that Signify may reasonably require from You.
Authorized User	an individual, organization, or legal entity for whom an Account has been created.
Country Specific Terms	Terms as included in Annex 3 hereto that include specific deviations from or additions to these Terms for a certain country in relation to the Software Services.
Data	digitally stored information collected, processed, generated and/or stored by or via Software Services.
Data Processing Agreement	the terms and conditions applicable to the Processing of Personal Customer Data as part of the Software Services by Signify as Processor, if any, as published on: https://www.interact-lighting.com/global/support/legal/digital-terms .
Data Processing Schedule	the applicable schedule, if any, as published on: https://www.interact-lighting.com/global/support/legal/digital-terms that provides additional details on (i) the types of Personal Customer Data and (ii) the categories of Data Subjects that will be subjected to Processing by Signify and/or its Affiliates (or their respective subcontractors); and (iii) the purpose and duration of Processing Personal Customer Data; and/or (iv) possible international transfers of Personal Customer Data.
Documentation	documentation and instructions provided by Signify or posted on its website in connection with the Software Services (for example: user manuals and instructions, design guides and product data sheets), all as Signify may update from time to time.
Feedback	any (rights to) comments, suggestions, or any other materials You provide to Us related to the Software Services.
Force Majeure	any event beyond the reasonable control of Signify, whether or not foreseeable at the time of the relevant Service Documents, as a result of which Signify or its suppliers or other third parties on which Software Services rely cannot reasonably perform its obligations, including acts of God, natural catastrophes including earthquake, lightning, hurricane, flooding or volcanic activities or extreme weather conditions, epidemics, pandemics, strikes, lock-outs, war, terrorism, political or civil unrest, riots, vandalism, industry-wide shortages, breakdown of plant or machinery, fault or loss of electricity supply, cyberattacks and hacking.
GDPR	the General Data Protection Regulation (2016/679).
High Risk Applications	applications or activities where the use or failure of the Software Services could lead to death, personal injury, or environmental damage.
Indemnify	to defend and hold harmless Signify, its Affiliates and its suppliers and their employees, agents, successors, and assignees from and against all losses, liabilities, costs and expenses.
IPR	patents, utility models, registered and unregistered designs, copyrights, database rights, trademarks, domain names, trade secrets, know-how, semiconductor IC topography rights and all registrations, applications, renewals, extensions, combinations, divisions, continuations, or reissues of any of the foregoing.
IP Claim	any third party claim alleging that (any part of) Software Services infringes any third party IPR.
Malicious Code	"time bombs", "worms", "viruses", "Trojan horses", or similar.
Network	the internet, intranet, telecommunication network, wired network, wireless network, or other communication infrastructure connected to or used by Software Services.
Non-Signify Application	any web, mobile, cloud-based, offline or other software application, functionality, product or service or consulting service that interoperates with one or more Software Services but that is not part of the Software Services as provided by Signify to You under a particular order, including, for example, an application that is developed by or for You.
On-Premises Software Services	Software Services that are physically installed at Your location and/or on servers, or other devices, controlled by or on behalf of You and/or Your Authorized Users.
Open Source Software	any software that is licensed under open source license terms that require as a condition of use, modification or distribution of a work: (i) the making available of source code or other materials preferred for modification, (ii) the granting of permission for creating derivative works, (iii) the reproduction of certain notices or license terms in derivative works or accompanying documentation, or (iv) the granting of a royalty-free license to any party under IPR regarding the work or any work that contains, is combined with, requires or otherwise is based on the work.
Personal Customer Data	any Personal Data Processed by Signify on Your behalf.
Privacy Notice	Our "Privacy Notice for Customers, Consumers and Other Business Persons" which is available on https://www.signify.com/global/privacy/legal-information/privacy-notice .
Service Documents	these Terms, Country Specific Terms, Specific Terms, Statements of Work, Documentation, the Data Processing Agreement, Data Processing Schedules, the Privacy Notice, confirmed orders, and accepted offers concerning the Software Services.




Software Services	delivery and/or the making available of certain web, mobile, cloud-based, On-Premises Software Services or other software applications or functionality and/or SDKs and APIs, and may include related hosting infrastructure services, Data related services and other services and associated tools, software and Documentation We have made available to You, all in accordance with Service Documents.
Specific Terms	additional specific terms applicable to certain Software Services as published on: https://www.interact-lighting.com/global/support/legal/digital-terms/terms-of-software .
Statement of Work	a document that contains specific technical, commercial and operational details on the Software Services and the Subscription, including updates thereof. A Statement of Work may cover details of additional installation, commissioning or other services from Signify (on-site or remote), or the supply of certain products or systems.
Subscription	the non-exclusive, limited right to use certain Software Services, during the applicable Subscription Period in accordance with applicable Service Documents. Software Services are made available as a right to use and not sold.
Subscription Period	the period for which You have purchased a Subscription as agreed in Service Documents. If Service Documents do not state a period this period will be 1 year, with automatic extensions of 1-year periods.
Taxes	any taxes (excluding taxes on Signify's net income) duties or other fees, now or hereafter imposed by any governmental authority.
Third Party Materials	third party software, data, Open Source Software and services (for example: cloud hosting services, connectivity and communication services from mobile operators).
Variation	any cancellation, delay or other change with respect to agreed Service Documents, caused by: changes proposed by You and accepted by Us; changes in applicable laws, regulations or industry standards; emergency situations; Your Information being incorrect or incomplete; or Your violation of Service Documents.
Your Information	(i) all information, instructions and data provided by You to Signify to in relation to the Service Documents, Subscription or using the Software Services; (ii) any content, materials, data and information that You enter into the Software Services.
	The terms Personal Data, Processing, Processor, Controller will have the meaning as set out in the GDPR.




Annex 2 - Signify entity, governing law and forum



Your Country of domicile	Signify entity	Applicable law	Venue
AMERICAS			
Argentina	Signify Argentina S.A.	laws of Argentina	courts of Buenos Aires, Argentina
Brazil	Signify Iluminação Brasil Ltda	laws of Brazil	courts of São Paulo, Brazil
Canada	Signify Canada Ltd.	laws of the Province of Ontario	courts of Toronto, Ontario, Canada
Panama, El Salvador, Caribbean	Signify Caribbean, Inc.	laws of Panama City, Panama	courts of Panama City, Panama
Chile	Signify Chilena S.A.	laws of Chile	courts of Santiago, Chile
Colombia	Signify Colombiana S.A.S.	laws of Colombia	courts of Bogotá (Colombia)
Mexico	Signify Mexico S.A. de C.V.	laws of México	courts of Mexico City
Peru	Signify Peru S.A.	laws of Peru	courts (and tribunals) of Lima, Peru
United States of America	Signify North America Corporation	laws of the state of New York, USA	courts of the state of New York, USA
Uruguay	Signify Uruguay S.A.	laws of Uruguay	courts (and tribunals) of Montevideo, Uruguay
EUROPE			
Austria	Signify Austria GmbH	laws of Austria	courts of Vienna, Austria
Belgium	Signify Belgium N.V.	laws of Belgium	courts of Brussels, Belgium
Czech Republic	Signify Commercial Czech Republic s.r.o.	laws of the Czech Republic	courts of Prague, Czech Republic
Denmark	Signify Denmark A/S	laws of Denmark	courts of Denmark
Finland	Signify Finland OY	laws of Finland	courts of Finland
France	Signify France	laws of France	courts of Nanterre, France
Germany	Signify GmbH	laws of The Netherlands	courts of Amsterdam, The Netherlands
Greece	Signify Hellas S.A.	laws of Greece	courts of Athens, Greece
Hungary	Signify Hungary kft.	laws of Hungary	courts of Tamasi, Hungary
Ireland	Signify Commercial Ireland Ltd.	laws of Ireland	courts of Dublin, Ireland
Italy	Signify Italy S.p.A.	laws of Italy	courts of Milan, Italy
Luxembourg	Signify Luxembourg S.A.	laws of Luxembourg	courts of Luxembourg
The Netherlands	Signify Netherlands B.V.	laws of The Netherlands	courts of Amsterdam, The Netherlands
Norway	Signify Norway A/S	laws of Norway	courts of Norway
Poland	Signify Poland Sp.z.o.o.	laws of Poland	courts of Pila, Poland
Portugal	Signify Portugal, Unipessoal Lda.	laws of Portugal	courts of Lisbon, Portugal
Romania	Signify Romania SRL	laws of Romania	courts of Bucharest, Romania
Russia	Signify Eurasia LLC	laws of Russian Federation	Moscow Arbitration Court
Slovakia	Signify Slovakia s.r.o.	laws of the Slovak Republic	courts of Bratislava, Slovak Republic
Spain	Signify Iberia, S.L.U.	laws of Spain	courts of Madrid, Spain
Sweden	Signify Sweden AB	laws of Sweden	courts of Sweden
Switzerland	Signify Switzerland AB	laws of Switzerland	courts of Zurich, Switzerland
United Kingdom	Signify Commercial UK Limited	laws of England	courts of London, England
Ukraine	Signify Ukraine LLC	laws of Ukraine	Ukrainian Economic Court
ASIA, AFRICA AND PACIFIC			
Australia	Signify Australia Ltd.	laws of New South Wales, Australia	courts of New South Wales, Australia
Bangladesh	Signify Bangladesh Limited	laws of Bangladesh	courts of Dhaka, Bangladesh
People's Republic of China	Signify (China) Investment Co., Ltd.	laws of the People's Republic of China	courts of Minhang District Shanghai, People's Republic of China


Egypt	Signify Egypt LLC	laws of the Arab Republic of Egypt	courts of Egypt
Hong Kong	Signify Hong Kong Ltd.	laws of the Hong Kong Special Administrative Region	courts of the Hong Kong Special Administrative Region
India	Signify Innovations India Limited	laws of India	courts of Gurgaon, Haryana, India
Indonesia	PT Signify Commercial Indonesia	laws of Republic of Indonesia	courts of South Jakarta, Indonesia
Japan	Signify Japan GK	laws of Japan	courts of Tokyo, Japan
Korea	Signify Korea Inc.	laws of Republic of Korea	courts of the Republic of Korea
Malaysia	Signify Malaysia Sdn. Bhd.	laws of Malaysia	courts of Malaysia
Morocco	Signify Maroc SARL	laws of Morocco	courts of Casablanca, Morocco
New Zealand	Signify New Zealand Limited	laws of New Zealand	courts of Auckland, New Zealand
Pakistan	Signify Pakistan Limited	laws of Pakistan	courts of Karachi, Pakistan
Philippines	Signify Philippines Inc.	laws of The Philippines	courts of Taguig City, Philippines
Saudi Arabia	Signify Saudi Arabia LLC	laws of the Kingdom of Saudi Arabia	courts of the Kingdom of Saudi Arabia
	Saudi Lighting Company Limited	laws of the Kingdom of Saudi Arabia	courts of the Kingdom of Saudi Arabia
	Inara Company Limited	laws of the Kingdom of Saudi Arabia	courts of the Kingdom of Saudi Arabia
	Nardeen Lighting Company Limited	laws of the Kingdom of Saudi Arabia	courts of the Kingdom of Saudi Arabia
Dubai	Signify Netherlands B.V. - JAFZA Branch	laws of United Arab Emirates	courts of Dubai, United Arab Emirates
	Signify International B.V. - DED Branch	laws of United Arab Emirates	courts of Dubai, United Arab Emirates
Singapore	Signify Singapore Pte. Ltd.	laws of Singapore	courts of Singapore
South Africa	Signify Commercial South Africa (Pty) Ltd.	laws of Republic of South Africa	courts of the Republic of South Africa
Sri Lanka	Signify Lanka (Private) Limited	laws of Sri Lanka	courts of Colombo, Sri Lanka
Taiwan	Signify Taiwan Limited	laws of Taiwan, the Republic of China	district Courts of Taipei, the Republic of China
Thailand	Signify Commercial (Thailand) Limited	laws of Thailand	courts of Thailand
Turkey	Signify Aydınlatma Ticaret A.Ş.	laws of the Republic of Turkey	Istanbul central courts
Vietnam	Signify Vietnam Limited	laws of Vietnam	courts of Vietnam

Annex 3 - Country Specific Terms

	Your Country of domicile	Original provision	Deviation or addition in English	Deviation or addition in local language
	Argentina, Chile, Colombia, Mexico, Panama, Peru, Uruguay	General Provisions: You must notify Signify in writing of a claim within 30 days of the date of the event giving rise to the claim. Any lawsuit relating to a claim must be filed within 1 year of the date of such notification. All other claims will be null and void.	Provision is not applicable.	La disposición no es aplicable.
	Brazil	General Provisions: You must notify Signify in writing of a claim within 30 days of the date of the event giving rise to the claim. Any lawsuit relating to a claim must be filed within 1 year of the date of such notification. All other claims will be null and void.	Provision is not applicable.	A provisão não é aplicável.
	People's Republic of China	<p>General Provisions: You must notify Signify in writing of a claim within 30 days of the date of the event giving rise to the claim. Any lawsuit relating to a claim must be filed within 1 year of the date of such notification. All other claims will be null and void.</p> <p>Definition:</p> <p>Applicable Data Protection Laws: the provisions of GDPR, and other applicable mandatory laws containing rules for the protection of Personal Data.</p> <p>The terms Personal Data, Processing, Processor, Controller will have the meaning as set out in the GDPR.</p>	<p>Provision is not applicable.</p> <p>Definition:</p> <p>Applicable Data Protection Laws: the provisions of GDPR, and other applicable laws and regulations of the People's Republic of China containing rules for the protection of Personal Data, cybersecurity, and protection of data in general, which includes but is not limited to Personal Information Protection Law, Data Security Law and Cybersecurity Law.</p> <p>The terms Personal Data, Processing, Processor, Controller will have the meaning as set out in the Personal Information Protection Law, where the Personal Data should refer to Personal Information, Processor should refer to Entrusted Data Handler and Controller shall refer to Data Handler.</p>	<p>该条款不适用</p> <p>定义</p> <p>适用的数据保护法指： GDPR以及其他在中国适用的有关个人数据保护，网络安全保护以及其他数据保护的法律法规，其中包括但不限于中国的个人信息保护法，网络安全法及数据安全法。</p> <p>个人数据，处理，处理者，控制者应该具有中国个人信息保护法项下对应的含义，其中个人数据应指个人信息，处理者应指受托人（即受个人信息处理者委托处理个人信息的主体），控制者指个人信息处理者。</p>

	Hungary	General provisions	<p>You declare that, pursuant to Section 6:78 (1) of the Hungarian Civil Code, prior to entering into this contract We have enabled You to familiarize yourself with the content of these Terms, and that we have provided You with specific information on the following terms and conditions pursuant to Section 6:78 (2), which you expressly accept pursuant to Section 6:78 (3): Signify's Responsibilities, What is Signify allowed to do? Your Responsibility, Assignment, Remedies, General limitations of warranty, Price & Payment, Intellectual Property, Suspension & Termination, Consequences of termination, Liability, Indemnification, General provisions</p>	<p>Ön kijelenti, hogy a magyar Polgári Törvénykönyv 6:78. § (1) bekezdése alapján lehetővé tettük az Ön számára, hogy a jelen Feltételek tartalmát a szerződéskötést megelőzően megismerje, továbbá az alábbi szerződési feltételekről a 6:78. § (2) bekezdése alapján külön tájékoztatást adtunk, mely feltételeket Ön ezt követően a 6:78. § (3) bekezdése alapján kifejezetten elfogad: A Signify kötelezettségei, Mire jogosult a Signify? Az Ön kötelezettségei, Átruházás, Jogorvoslatok, Általános szavatossági korlátozások, Ár és fizetés, Szellemi tulajdonjog, Felfüggesztés és megszüntetés, A felmondás következményei, Felelősség, Kártalanítás, Általános rendelkezések</p>
	India	Taxes	<p>All prices are in the currency as specified in Service Documents and net of any costs and Taxes (except Withholding tax).</p> <ul style="list-style-type: none"> You must bear all such Taxes and Signify may add these to the price or invoice separately. You will reimburse Signify promptly on first request. You are not allowed to withhold any Taxes from payments under Service Documents, except if any governmental authority requires You to do so. <p>In the event where, as per the domestic tax laws, You are required to withhold any taxes from the sum payable hereunder, You will make the payment to Signify, net of such withholding tax. You will be responsible to discharge the withholding tax liabilities to the Government.</p>	<p>All prices are in the currency as specified in Service Documents and net of any costs and Taxes (except Withholding tax).</p> <ul style="list-style-type: none"> You must bear all such Taxes and Signify may add these to the price or invoice separately. You will reimburse Signify promptly on first request. You are not allowed to withhold any Taxes from payments under Service Documents, except if any governmental authority requires You to do so. <p>In the event where, as per the domestic tax laws, You are required to withhold any taxes from the sum payable hereunder, You will make the payment to Signify, net of such withholding tax. You will be responsible to discharge the withholding tax liabilities to the Government.</p>
	Italy	General provisions	<p>To following clause is added to the provision "General Provisions": "With Your Subscription, You declare to accept, according to article 1341 and 1342 of the Italian Civil Code, the following clauses, Signify's Responsibilities, Your Responsibility, What is Signify allowed to do? Assignment, Service Levels, Price & Payment, Intellectual Property, Suspension</p>	<p>La presente clausola è da intendersi aggiunta alla previsione "Previsioni Generali". "Con la Tua Sottoscrizione, dichiari di accettare, ai sensi e per gli effetti di cui agli articoli 1341 e 1342 del codice civile italiano, le clausole Responsabilità di Signify, la Tua responsabilità, Cosa è autorizzata a fare Signify?, Cessione, Livelli di Servizio,</p>

			& Termination, Consequences of termination, Liability, Indemnification, General Provisions.”	Corrispettivi e pagamenti, Proprietà intellettuale, Sospensione e risoluzione, Conseguenze della risoluzione, Responsabilità, Indennizzo, Previsioni Generali.”
	Romania	General provisions	By using the Subscriptions to certain Software Services, You irrevocably agree and accept all provisions of the Service Documents and Terms, including those relating to limitation of liability, the right to unilaterally terminate the Subscription, to suspend performance of Subscription, automatic renewal, applicable law, arbitration clauses.	Prin utilizarea Abonamentelor la anumite Servicii software, sunteți de acord și acceptați irevocabil toate prevederile Documentelor și Termenilor Serviciilor, inclusiv cele referitoare la limitarea răspunderii, dreptul de a rezilia unilateral Abonamentul, de a suspenda executarea Abonamentului, reînnoirea automată, legea aplicabilă, clauzele privind instanța competentă.
	United Kingdom	<p>Liability TO THE MAXIMUM EXTENT PERMITTED BY LAW, SIGNIFY, ITS AFFILIATES AND THEIR RESPECTIVE SUPPLIERS:</p> <ul style="list-style-type: none"> ▪ WILL NOT BE LIABLE TO YOU, YOUR AFFILIATES, YOUR REPRESENTATIVES, AUTHORIZED USERS, OR ANY THIRD PARTY UNDER OR IN CONNECTION WITH YOUR SUBSCRIPTION FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES (FOR EXAMPLE: LOSS OF DATA, LOSS OF PROFIT, LOSS OF REVENUES), 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. ▪ ARE NOT LIABLE IN CASE OF FORCE MAJEURE OR FOR SOFTWARE SERVICES PROVIDED FREE OF CHARGE. ▪ LIMIT THEIR AGGREGATE LIABILITY TO YOU, YOUR AFFILIATES, YOUR REPRESENTATIVES, AUTHORIZED USERS, OR ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR ACTIONS ARISING FROM OR RELATED TO SERVICE DOCUMENTS TO A MAXIMUM OF 20% OF THE PRICES PAID FOR THE AFFECTED SUBSCRIPTION. 	<p>Liability TO THE MAXIMUM EXTENT PERMITTED BY LAW, SIGNIFY, ITS AFFILIATES AND THEIR RESPECTIVE SUPPLIERS:</p> <ul style="list-style-type: none"> ▪ WILL NOT BE LIABLE TO YOU, YOUR AFFILIATES, YOUR REPRESENTATIVES, AUTHORIZED USERS, OR ANY THIRD PARTY UNDER OR IN CONNECTION WITH YOUR SUBSCRIPTION FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES (FOR EXAMPLE: LOSS OF DATA, LOSS OF PROFIT, LOSS OF REVENUES), 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. ▪ ARE NOT LIABLE IN CASE OF FORCE MAJEURE OR FOR SOFTWARE SERVICES PROVIDED FREE OF CHARGE. ▪ LIMIT THEIR AGGREGATE LIABILITY TO YOU, YOUR AFFILIATES, YOUR REPRESENTATIVES, AUTHORIZED USERS, OR ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR ACTIONS ARISING FROM OR RELATED TO SERVICE DOCUMENTS TO A MAXIMUM OF 100% OF THE PRICES PAID FOR THE AFFECTED SUBSCRIPTION. 	<p>Liability TO THE MAXIMUM EXTENT PERMITTED BY LAW, SIGNIFY, ITS AFFILIATES AND THEIR RESPECTIVE SUPPLIERS:</p> <ul style="list-style-type: none"> ▪ WILL NOT BE LIABLE TO YOU, YOUR AFFILIATES, YOUR REPRESENTATIVES, AUTHORIZED USERS, OR ANY THIRD PARTY UNDER OR IN CONNECTION WITH YOUR SUBSCRIPTION FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES (FOR EXAMPLE: LOSS OF DATA, LOSS OF PROFIT, LOSS OF REVENUES), 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. ▪ ARE NOT LIABLE IN CASE OF FORCE MAJEURE OR FOR SOFTWARE SERVICES PROVIDED FREE OF CHARGE. ▪ LIMIT THEIR AGGREGATE LIABILITY TO YOU, YOUR AFFILIATES, YOUR REPRESENTATIVES, AUTHORIZED USERS, OR ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR ACTIONS ARISING FROM OR RELATED TO SERVICE DOCUMENTS TO A MAXIMUM OF 100% OF THE PRICES PAID FOR THE AFFECTED SUBSCRIPTION.

	United States of America	General Provisions	<p>The following provision is added to the provision “General Provisions”:</p> <p>(1) To the extent You are purchasing the Software Services from a Signify authorized distributor (the “Authorized Distributor”) or the Software Services are otherwise being accessed by or on Your behalf in connection with Your or Your representative’s purchase of certain hardware and luminaires from such Authorized Distributor, the following understandings apply: The Authorized Distributor has been given by Signify the limited right to resell and distribute the luminaires and 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; provided, however, that the Authorized Distributor is authorized to assign Signify’s standard luminaire and hardware warranties directly to You (the “Signify Product Warranty”), copies of which You acknowledges receiving. The Signify Product Warranty is made in lieu of all other warranties, whether express or implied, including warranties of merchantability or fitness for a particular purpose, all of which are hereby disclaimed. Signify is agreeing to provide access to and use of the Software Service exclusively in accordance with these Terms of Software Service. Signify’s obligations and responsibilities to You, and Your rights and remedies against Signify, are expressly limited to those specifically identified under these Terms of Services, and are not supplemented, varied, or modified by any agreement or other understandings between You and any Authorized Distributor. All terms and conditions respecting the purchase, sale, performance</p>	<p>The following provision is added to the provision “General Provisions”:</p> <p>(1) To the extent You are purchasing the Software Services from a Signify authorized distributor (the “Authorized Distributor”) or the Software Services are otherwise being accessed by or on Your behalf in connection with Your or Your representative’s purchase of certain hardware and luminaires from such Authorized Distributor, the following understandings apply: The Authorized Distributor has been given by Signify the limited right to resell and distribute the luminaires and 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; provided, however, that the Authorized Distributor is authorized to assign Signify’s standard luminaire and hardware warranties directly to You (the “Signify Product Warranty”), copies of which You acknowledges receiving. The Signify Product Warranty is made in lieu of all other warranties, whether express or implied, including warranties of merchantability or fitness for a particular purpose, all of which are hereby disclaimed. Signify is agreeing to provide access to and use of the Software Service exclusively in accordance with these Terms of Software Service. Signify’s obligations and responsibilities to You, and Your rights and remedies against Signify, are expressly limited to those specifically identified under these Terms of Services, and are not supplemented, varied, or modified by any agreement or other understandings between You and any Authorized Distributor. All terms and conditions respecting the purchase, sale, performance</p>
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			<p>or use of any Signify hardware or luminaires shall be solely as agreed upon between the Authorized Distributor and You or Your representative. Signify shall have no liability or responsibility with respect to any (i) written agreement as may exist between the Authorized Distributor and You or Your representative, (ii) any rights or remedies that customer may have as a buyer of goods against the Authorized Distributor as the merchant or seller pursuant to the applicable provisions of Article 2 of the Uniform Commercial Code as adopted by the state in which such goods are installed, and (iii) any other obligation other than those expressly set forth herein.</p> <p>(2) ANY ACTION, DEMAND, LAWSUIT, CLAIM OR COUNTERCLAIM ARISING UNDER OR RELATING TO THESE TERMS, THE SUBSCRIPTIONS AND/OR THE SOFTWARE SERVICES WILL BE RESOLVED BY A JUDGE ALONE AND EACH OF YOU AND SIGNIFY WAIVE ANY RIGHTS TO A JURY TRIAL THEREOF.</p>	<p>or use of any Signify hardware or luminaires shall be solely as agreed upon between the Authorized Distributor and You or Your representative. Signify shall have no liability or responsibility with respect to any (i) written agreement as may exist between the Authorized Distributor and You or Your representative, (ii) any rights or remedies that customer may have as a buyer of goods against the Authorized Distributor as the merchant or seller pursuant to the applicable provisions of Article 2 of the Uniform Commercial Code as adopted by the state in which such goods are installed, and (iii) any other obligation other than those expressly set forth herein.</p> <p>(2) ANY ACTION, DEMAND, LAWSUIT, CLAIM OR COUNTERCLAIM ARISING UNDER OR RELATING TO THESE TERMS, THE SUBSCRIPTIONS AND/OR THE SOFTWARE SERVICES WILL BE RESOLVED BY A JUDGE ALONE AND EACH OF YOU AND SIGNIFY WAIVE ANY RIGHTS TO A JURY TRIAL THEREOF.</p>
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