

TERMS AND CONDITIONS FOR LIFECYCLE SERVICES

These **Terms and Conditions for Lifecycle Services** (“**Terms**”), apply to the sale, provision and performance of the remote, preventive, corrective and/or comprehensive maintenance services as well as training and documentation services, all as specifically identified in the Offer and/or Agreement (“**Services**”) by Signify Canada Ltd., with registered address at 281 Hillmount Road, Markham, ON, Canada L6C 2S3 (“**Signify**”) to you (“**Customer**”) and will form a necessary part of any Offer or Agreement therefor. Customer’s ordering of Services from Signify constitutes acceptance of these Terms, as such Terms may have been updated through the date of such order. As used herein, “**Agreement**” means any written agreement for the sale, provision and/or performance of Services entered into between Signify and Customer, or any purchase order that is issued by Customer and accepted by Signify through issuance by Signify of an order confirmation, order acknowledgment and/or sales order; and “**Offer**” means any quotation, proposal, statement of work or offer provided to Customer by Signify. Signify and Customer are individually referred to herein as a “**Party**”, and collectively as the “**Parties**”.

1. SCOPE; SERVICES; RELATIONSHIP.

1.1 **Definitions.** In addition to those capitalized terms that are defined elsewhere in these Terms, and those that may be defined in an Offer or Agreement, the following capitalized terms used in these Terms, an Offer and/or an Agreement shall have the following meaning ascribed to them:

- (a) “**Business Day**” means any day other than a Saturday, a Sunday or any day which is a legal holiday or in which banking institutions are authorized or required by applicable law or other governmental action to close in Canada.
- (b) “**Business Hours**” means 8 am to 6 pm Eastern Standard Time.
- (c) “**Commission**” or “**Commissioning**” means the activation of properly installed Signify-manufactured products and/or components. Commissioning does not include: (i) any audit, design, engineering, installation, maintenance, or repair services; and/or (ii) any asset-mapping, asset registration, data configuration, data analytics, data conversion, training, or other value-added services. Provision or completion of the Commissioning by Signify or its Subcontractors does not constitute Signify’s approval, endorsement or acceptance of any design, engineering, installation or other work not performed by Signify or its Subcontractors.
- (d) “**Working Hours**” means 8 am to 6 pm of the local time-zone applicable at the Site.
- (e) “**Year**” means each anniversary of the Effective Date during the Term.

1.2 **System and Site.** Customer has purchased a connected/wireless or a wired lighting and lighting controls system comprised of, in relevant part, Interact-branded or Dynalite-branded lighting and lighting controls, as further identified in the Offer and/or

in the Agreement (“**System**”), and the System is or will be installed by Signify or its Subcontractors, or by independent third party contractors engaged by Customer to perform such installation, at the location identified in the Offer and/or the Agreement (“**Site**”). Customer now wishes to engage Signify to provide and perform the Services on the System and Signify agrees to provide and perform such Services on the System, subject to the terms and conditions set forth herein.

1.3 **Services.** Subject to the terms and conditions of this Agreement, Signify will provide the Services with respect to the System, both as set forth in the Offer and/or Agreement which is herein incorporated by reference and made a part hereof. Signify will perform the Services in a good and workmanlike fashion in accordance with (a) these Terms and (b) the Offer and/or Agreement and (c) with the level of care and skill ordinarily exercised by members of the profession currently practicing similar services under similar conditions. Signify shall use qualified personnel in providing such Services. In performing the Services, Signify shall take all reasonable precautions as are consistent with industry practice and standard to prevent damage to the System or any tangible property of Customer.

1.4 Compliance with Site Regulations & Applicable Laws.

In performing the Services, Signify will comply with: (a) all written, commercially reasonable Site regulations, rules, and processes which have been disclosed to Signify by Customer prior to the date designated as the “Contract Start Date” in the Service Certificate issued by Signify to the Customer prior to commencement of the performance by Signify of the Services (“**Effective Date**”); (b) excepting any that are specifically designated as the responsibility of the Customer hereunder, for compliance with any laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities specifically applicable to performance of the Services (“**Applicable Laws**”).

1.5 **Authorized Representatives.** Each Party will appoint a designated representative who possesses full authority to give and receive instructions relating to the Services and to act on those instructions (each a “**Project Manager**”). Customer’s Project Manager will be familiar with these Terms, the Offer and the Agreement and will have authority to bind Customer in all matters requiring Customer’s approval, authorization or written notice. Either Party will have the right to change the individual designated as such Party’s Project Manager. If either Party changes its Project Manager, it will immediately notify the other in writing.

1.6 **Subcontractors.** Customer understands and agrees that all or part of the Services may be performed by subcontractors engaged by Signify (“**Subcontractors**”). Customer consents to the use of such Subcontractors as Signify may deem necessary to perform the Services, provided, however, that Signify will at all times remain responsible to Customer for Subcontractors’ performance of the Services hereunder.

1.7 Design, Engineering, Installation and Commissioning; No Modification to Signify's Product Warranty.

(a) Design, Engineering, Installation and Commissioning. Signify makes no representation or warranty regarding any design, engineering, installation, Commissioning or other work performed by any independent, third party contractors engaged by Customer to design, engineer, install and/or Commission the System at the Site, and shall have no liability for, nor any obligation to correct or remedy, any defective or non-conforming work or materials performed or supplied by such independent, third party contractors. If Signify or its Subcontractors did perform design, engineering, installation and/or Commissioning work or services with respect to the System, then Signify's sole and limited representation, warranty, remedy and liability to Customer with respect therewith shall be as set forth for Services in Sections 9 and 12 of Signify's Terms and Conditions for Sale of Products and Services, accessible at: <https://www.signify.com/global/conditions-of-commercial-sale/ca-en> ("**Sales Terms**").

(b) No Modification to Signify's Product Warranty. In connection with the supply of the System, Signify or any independent, third party contractors may have granted or assigned, respectively, to Customer Signify's Product Warranty (as defined below in Section 7.3(a) of these Terms). Neither these Terms, the Offer and/or the Agreement, nor Signify's provision of these Services, are or shall be considered in any way as modifying, varying, expanding, or extending Signify's Product Warranty previously granted by Signify or assigned by an independent, third party contractor to Customer in connection with the supply or installation of any Signify product included in the System. Except to the extent expressly provided by Signify's Product Warranty, Signify makes no warranty, guarantee, or commitment to Customer with respect to the performance, functioning or lifetime of the System or of any product included in the System.

1.8 General Service Exclusions & Assumptions. The Services include only those Services specifically set forth in the Offer and/or the Agreement, subject to any restrictions, limitations, conditions, understandings, or exclusions identified therein. The Services do not include a generalized, blanket maintenance or repair services program for the System. Additionally, the Services do not include, and Signify shall have no obligation or liability with respect to: (a) repairs arising from, or other corrective or remedial work necessitated by, the act, error, fault, neglect, misuse, improper operation or omission of the Customer, its employees, agents, contractors, representatives, consultants or other personnel with access to the System; (b) repairs from, or other corrective or remedial work arising from or required by, changes, alterations, additions, or modifications to the System by any third party other than Signify; (c) repairs or other corrective or remedial work necessitated or caused by incorrect power supply, failure of electrical power, air-conditioning, humidity control, or any environmental factor; (d) repairs or other corrective or remedial work necessitated or caused by the operation of the System and/or any Signify product included in the System other than in accordance with its/their specifications, or otherwise not in accordance with the direction, instructions, or recommendations of Signify and its personnel; (e) repairs arising from, or other corrective or remedial work necessitated by, the re-installation, moving, or

removing of the System or of any Signify product included in the System by a person other than Signify; (f) repair of damage or other corrective or remedial work necessitated or caused by any circumstances beyond Signify's reasonable control, (g) except as expressly provided in the Offer and/or the Agreement, furnishing or supplying maintenance of accessories, attachments, supplies, spare parts, consumables associated with the System (including any costs thereof); (h) the upgrading or retrofitting of improvements or major modifications to the System and the Signify products included in it; (i) electrical work external to the System ("**General Service Exclusions & Assumptions**").

1.9 Specific Service Exclusions & Assumptions. In addition to the general Service exclusions and assumptions as set forth in Section 1.8 above, which are applicable to all Services, certain Service-specific exclusions and assumptions may apply to certain Services and, if applicable, such Service-specific exclusions and assumptions shall be as set forth in the Offer and the Agreement ("**Specific Service Exclusions & Assumptions**").

2. SITE ACCESS; SAFETY; CUSTOMER ASSISTANCE.

2.1 Authority & Access Rights. Customer represents and warrants it has the full right and authority to approve performance of the Services, to accept the Offer and/or to enter into the Agreement. Customer is exclusively responsible, at its sole cost and expense, for providing and facilitating to Signify and its Subcontractors free and clear access to the System and Site, as well as any adjacent property that Signify or its Subcontractors reasonably need access to for purposes of performing the Services. Without limiting the generality of the foregoing, Customer has obtained or will timely obtain any required consents or approvals from all parties and/or authorities whose consent or approval would be necessary in order for Signify to perform the Services on the System at the Site. In the event that Customer fails to provide and facilitate all such access, or to obtain all required consents or approvals from such parties or authorities, Signify may (i) immediately withhold or suspend performance of the Services until proper access, approvals or consents are granted or restored, and/or (ii) issue a Change Order reflecting any additional costs or expenses incurred by Signify in (a) performing the Services under having limited or restricted access circumstances, and/or (b) Signify's inability to perform the Services timely and/or as foreseen by the provisions of these Terms, the Offer and/or the Agreement due to such limited or restricted access, or due to the absence of all required approvals or consents by such parties or authorities.

2.2 Cooperation; Information. Customer will cooperate with Signify in the performance of the Services and will make technically competent staff available for consultation with Signify with respect to the Services, as required. Customer shall provide Signify with such information as may be reasonably required or requested by Signify to execute the Services including any plans, specifications, drawings, or surveys describing physical characteristics, legal limitations and utility locations for the Site and any information that may be required to satisfy any applicable regulatory requirements. Customer will be responsible for sufficiency and completeness of such information, specifically including, but not limited to the accuracy of the dimensions described in any plans, surveys, drawings or

specifications, and Signify will be entitled to rely on the accuracy and completeness of all information furnished by Customer.

2.3 Permits; Safety. Customer has obtained and will maintain during the Term, at its cost and expense, any necessary electrical, building or other permits, licenses, certificates or inspections required under Applicable Laws for the execution and performance of the Services. Customer will provide safe work surroundings for Signify and its Subcontractors and shall take all measures prescribed by law or otherwise necessary for the prevention of accidents at Site and to ensure the health and safety of the personnel of Signify and its Subcontractors at the Site. Customer shall inform Signify in writing of all safety rules and precautions applicable to the Site prior to Signify commencing any on-Site Services. Signify will not be responsible for the supervision or health and safety precautions for any other parties, including Customer, Customer's contractors, subcontractors, or anyone else performing work at the Site.

2.4 Concealed, Unknown and Undisclosed Conditions. Notwithstanding the completion of any preliminary Site visit as may have been performed by Signify prior to commencement of the Services, Customer acknowledges and agrees that any review performed during or in connection with such Site visit was conducted for the limited purpose of acquiring a basic familiarity with the local, general conditions under which the Services would be completed. Signify therefore makes no representation or warranty as to the completeness or scope of such visit or review, including any identification of existing deficiencies, non-compliance with any applicable building, electrical or construction codes or other applicable laws, or other unknown, concealed, non-readily observable and/or undisclosed conditions ("**Concealed, Unknown and Undisclosed Conditions**"). The Services do not include nor impose on Signify any duty or obligation to conduct any audit, review, investigation, or evaluation of the Site or related conditions. If Signify actually discovers any conditions at the Site that (a) differ materially from those ordinarily found to exist in properties of a type and condition similar to the Site; (b) are Concealed, Unknown and Undisclosed Conditions or that materially differ from the conditions observed during any preliminary Site visit or information provided by Customer; or (c) constitute Hazardous Materials or Legal Deficiencies, each as defined below, then Signify will promptly provide notice to Customer of such discovered conditions before such conditions are disturbed. If such conditions or materials cause an increase in Signify's cost of, or time required for, performance of any part of the Services, Signify shall be entitled to a Change Order reflective of such increase in cost and time.

2.5 Storage; Utilities. Customer will provide sufficient secure and appropriate space for on-Site storage of Signify's products, materials, tools and equipment, including, solely to the extent expressly provided in the Offer and/or the Agreement, any accessories, attachments, supplies, spare parts and/or consumables associated with the System. Customer shall ensure access to utilities, including but not limited to water at point of use, restrooms, gas, electricity, heating, cooling, data connectivity (including, without limitation, internet service either through 5G bandwidth, Wi-Fi or cabled internet connection) and lighting. Customer is responsible for all costs and expenses for all such utilities necessary for the

performance of the Services. Customer explicitly acknowledges that certain features or functionality of the System and the Services may rely on the availability and correct functioning of third party service providers, including, without limitation, the supply of energy, other utilities, data storage, connectivity and/or communication services. These are outside of the control of Signify and Signify will have no responsibility or liability and provides no representations or warranties with respect thereto.

2.6 Non-Compliance with Applicable Laws. Prior to the commencement of the Services, Customer shall notify Signify of any known non-compliance with Applicable Laws at the Site such as, without limitation, grounding deficiencies or other building, construction or electrical code or occupational health & safety and/or labor code violations ("**Legal Deficiencies**"). Signify will not be in any way responsible for identifying or remedying any pre-existing Legal Deficiencies at the Site but will advise Customer of any pre-existing non-compliance that Signify actually observes during the performance of the Services. Customer acknowledges and agrees that such pre-existing Legal Deficiencies may cause delays in the performance of the Services and that it is Customer's responsibility to correct such pre-existing non-compliance at its sole cost and expense.

2.7 Safety Risks and Hazardous Materials. Prior to the commencement of the Services, Customer will advise Signify of any health and safety risks at the Site, including, without limitation, the existence of any substances, chemicals, compounds, solids, liquids, gases, materials, pollutants, ionizing radiation, contaminants, wastes, petroleum products, asbestos or substances containing asbestos, or any other material or substance subject to control and/or regulation under any environmental or other laws and regulations ("**Hazardous Materials**") that may be at the Site or that may be encountered in the performance of the Services. All actions or services relating to the existence, use, detection, removal, storage, handling, transportation, treatment, disposal, discharge, removal, abatement or containment of Hazardous Materials are specifically excluded from the scope of Services and Signify's obligations and performance under these Terms, any Offer and any Agreement.

2.8 Customer Maintenance & Log. Nothing in these Terms or in any Offer and/or Agreement shall relieve Customer from any obligation to perform normal, operational day-to-day maintenance and/or cleaning on the System or its products per Signify's written instructions or operating manuals, electronic copies of which shall be provided to Customer by Signify. Customer shall not allow any party other than Signify, its Subcontractors or a Signify-approved independent, third party contractor to provide any maintenance to or make any alteration or modification on the System without Signify's prior written and express approval. Customer shall maintain and update (as Signify may request) such maintenance logs and other records with respect to the System.

3. SERVICE FEE AND CHANGE ORDERS.

3.1 Service Fee. As compensation to Signify for performance of the Services hereunder, Customer shall pay Signify the annual service fee set forth in the Offer and the Agreement (the "**Service**

Fee"). All pricing excludes any applicable taxes (including any sales or use tax) or other governmental fees, which shall be the sole responsibility of Customer.

3.2 Invoicing and Payment. Signify shall provide to Customer invoices for all amounts payable to Signify hereunder. Signify reserves the right to invoice in advance of Services being provided for any and all contract year(s) during the Term and, if such advance payment is requested by Signify, then Customer hereby agrees with such payment in advance of any or all Service Fees as requested by Signify, and waives any right it may have in law or equity to object to such payment in advance. Customer will pay all invoices within thirty (30) days of receipt without any set off or deduction. In the event that Customer fails to pay in full any amount due to Signify hereunder promptly when due, in addition to any other rights or remedies available to Signify at law or in equity, Signify may suspend performance of the Services and seek recovery of all amounts owed by Customer. Except for any invoiced payments that Customer has successfully and reasonably disputed with Signify, Signify may recover, in addition to the payments due, interest thereon at a rate of eighteen percent (18%) per annum or the applicable statutory rate, whichever is higher, from the due date until Signify has received full payment thereof, and Customer shall be liable for any costs and expenses, including reasonable legal fees, incurred by Signify in collecting or attempting to collect any and all such overdue amounts and any interest accrued thereon.

3.3 Change Orders. Either Party may request modifications to the Services by submitting a written request to the other Party, together with any proposals for equitable adjustments in the price, schedule and/or scope. Without limiting the generality of the foregoing, Customer agrees that Signify will be entitled to a Change Order in the event there is any documented, increased cost or expense in performing any Services resulting from: (a) any Concealed, Unknown and Undisclosed Conditions, or the conditions or infrastructure at the Site materially differing from information provided by Customer, or of a kind or variety not typical for similar worksites or environments; (b) any Legal Deficiencies and/or Hazardous Materials, (c) additions to or changes in Service requirements or Site requirements arising following the Effective Date, (d) the physical, structural, or working conditions materially changing at the Site during the Term, and/or (e) additions to or changes in Applicable Law or applicable engineering standards (in either such instance, affecting the System, Site, or the Services) which are enacted or adopted following the Effective Date; provided, however, that (a) through (e) shall in no way be deemed or construed as varying or limiting Customer's obligations with respect to any other provisions referencing Change Orders hereunder. The Parties shall negotiate in good faith any proposed change order submitted by the other Party. To the extent expressly agreed to by the other Party in writing, such written request shall be deemed to change the scope of Services and Service Fee, as applicable (each, a "**Change Order**"). For any Change Order that results in ongoing change of the annual Service Fee or results in additional compensation to Signify, Signify shall issue a new Offer and the Parties shall enter into a new Agreement reflective of the new Service Fee, the new scope of Services and/or any additional compensation due to Signify. In the event after negotiating in good faith for thirty (30) days following a

Party's submission of a Change Order request the Parties are unable to agree on the proposed Change Order, then as to the affected Service, Signify may terminate such affected Service by written notice to Customer. During the negotiation and pendency of any such proposed Change Order, Signify reserves the right to suspend its provision of the affected Service by written notice to Customer. No such withholding, suspension, or termination of an affected Service shall be considered a default by Signify hereunder.

4. CONFIDENTIALITY.

4.1 Confidential Information. Each Party (the "**Receiving Party**") shall retain in confidence and shall not disclose or use for any purpose other than for the performance of such Party's obligations or the exercise of such Party's rights under these Terms, any Offer and/or any Agreement, , either these Terms, the terms of any Offer and/or of any Agreement (including, without limitation, any Change Order), or any materials or information disclosed or made available by the other Party or any of their Affiliates (the "**Disclosing Party**") ("**Confidential Information**"). Notwithstanding the foregoing, "**Confidential Information**" shall not include information which: (a) is in the public domain at the time of its disclosure to the Receiving Party or which thereafter enters the public domain other than by any breach of these Terms by the Receiving Party; (b) is already known to or in the possession of the Receiving Party at the time of its disclosure by the Disclosing Party as evidenced by the Receiving Party's records; or (c) is lawfully acquired or developed at any time by the Receiving Party without a breach of the Receiving Party's or of a third party's confidentiality obligations. In these Terms, "**Affiliate(s)**" shall mean any person directly or indirectly controlling a Party, controlled by a Party, or under common control with a Party. For the purposes of this definition, "**control**" means the possession, directly or indirectly, of the power to (i) vote more than fifty percent (50%) of the voting securities of such person or (ii) direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise, and the terms "**controlling**" and "**controlled**" have meanings correlative to the foregoing.

4.2 Permitted Disclosure. Notwithstanding Section 4.1, (a) Signify shall be permitted to disclose Confidential Information relating to the Services to its Subcontractors or its Affiliates to the extent necessary to perform the Services; and (b) in the event that a Receiving Party is required by law to disclose any Confidential Information, such Party may so disclose, provided that it shall, to the extent permitted by law, first inform the Disclosing Party of the request or requirement for disclosure to allow an opportunity for the Disclosing Party to apply for an order to prohibit or restrict such disclosure.

4.3 Liability for Breach. Each Party shall be responsible for any breach of this Section 4 by itself, its representatives and any person to whom it discloses any Confidential Information. The Parties agree that a Disclosing Party would be irreparably injured by a breach of these Terms by a Receiving Party or by any person to whom it discloses any Confidential Information and that monetary damages may not be a sufficient remedy. Therefore, in such event, the Disclosing Party shall be entitled to equitable relief, including injunctive relief without proof of actual damages, as well as specific

performance. Such remedies shall not be deemed to be exclusive remedies for a breach of this Section but shall be in addition to all other remedies available at law or equity.

4.4 Survival. The obligations of confidentiality herein shall survive the expiration of the Term or early termination of an Offer and/or Agreement for a period of three (3) years.

5. INSURANCE. During the Term, Signify will maintain and keep in force, at its own expense, the following minimum insurance coverage: (a) worker's compensation insurance, with statutory limits as required by applicable law, with respect to the employees of Signify involved with the performance of the Services; (b) employer's liability insurance, for employee bodily injuries and deaths, with a limit of \$1,000,000 per accident; (c) commercial general liability insurance, covering claims for bodily injury, death and property damage, including Site and operations, independent contractors, products, services and completed operations (as applicable to the Services), personal injury, contractual, and broad-form property damage liability coverage, with occurrence limits as follows: \$1,000,000 for bodily injury, death and property damage; \$1,000,000 for products and completed operations; and \$3,000,000 combined aggregate; and (d) commercial automobile liability insurance with a minimum limit of \$1,000,000 combined single limit insuring all owned, non-owned, hired and leased vehicles. Signify will not perform any Services without the prerequisite insurance. Upon Customer's request, Signify will provide Customer with certificates evidencing such insurance. During the Term, Customer will name, or will cause Signify and its Subcontractors to be named, as loss payees under Customer's standard property insurance policy for covered perils. Upon request from Signify, Customer will provide to Signify with certificates evidencing such insurance.

6. TERM AND TERMINATION

6.1 Term. This Agreement commences on the Effective Date and, unless terminated earlier as provided herein, shall expire at the date designated as the "Contract End Date" in the Service Certificate issued by Signify to the Customer prior to commencement of the performance by Signify of the Services ("**Term**").

6.2 Termination for Default. Either Party (the "**Non-Breaching Party**") may suspend performance of its obligations under an Offer and/or an Agreement or terminate an Offer and/or an Agreement immediately upon written notice to the other Party (the "**Breaching Party**") in the event that the Breaching Party: (a) materially breaches any of its obligations under these Terms, the Offer and/or the Agreement and fails to cure such breach within a reasonable period of time not to exceed thirty (30) days from the date of a notice from the Non-Breaching Party notifying the Breaching Party of such breach; (b) ceases to carry on business in the ordinary course or files a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding; or (c) becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding and such petition or

proceeding is not dismissed within thirty (30) days from filing of such petition or proceeding.

6.3 Effect of Termination. Upon termination of an Offer and/or an Agreement for any reason, the relevant provisions of these Terms shall continue in effect after termination to the extent necessary to provide for any billings, adjustments and/or payments related to the period prior to termination, and the termination of an Offer and/or an Agreement shall not affect any rights or obligations which may have accrued prior to such termination or any other rights which the terminating Party may have arising out of either the termination or the event giving rise to the termination, and shall not affect any continuing obligations of either of the Parties under these Terms, which are expressed to continue after termination of an Offer and/or an Agreement.

7. MISCELLANEOUS TERMS

7.1 Intellectual Property Rights. Customer hereby acknowledges that it shall not by virtue of this Agreement, implication, estoppel, or otherwise, acquire any intellectual property rights with respect to the System and/or any Signify products, any software, software service or hosted application, or any improvements thereto, and that all such rights are, and shall remain, vested in Signify. All improvements to the System, any of Signify's products, software, software service, or any hosted application, and any new products, software, software service, or hosted application developed or modifications made thereto to satisfy Customer's requirements or in response to suggestions put forth by Customer shall belong to and vest exclusively in Signify. Additionally, Signify is free to use its general knowledge, skills and experience, and any ideas concepts, know-how and techniques that are acquired or used in the course of performing its obligations hereunder or in connection with or arising from its performance hereunder. All diagnostics, tests, or other similar property, equipment, tools or materials used by Signify in connection with performing its Services hereunder shall remain the exclusive property and Confidential Information of Signify.

7.2 Software Services. To the extent that, jointly with the Services, Signify is making any software, software service or cloud-based lighting management or controls hosted applications available to the Customer (including, without limitation, any Interact-branded Software Services as that term is defined in the Signify Digital Terms) (each a "**Software Service**" and all jointly the "**Software Services**"), the provision, use, warranty or service levels with respect to, and availability of such Software Services as well as any other terms and conditions with respect to the use thereof and/or access thereto, shall be exclusively subject to, governed by and as set forth in the Terms of Software Service, the Data Processing Agreement & Data Processing Schedules (if applicable), the Interact Account Terms of Use, and the Interact Specific Terms (if applicable), all of which are accessible at: <https://www.signify.com/global/legal/digital-terms> ("**Signify Digital Terms**") and in the Service Documents (as defined in the Signify Digital Terms) applicable to the respective Software Services; and Customer's acceptance of an Offer, entrance into an Agreement or otherwise Customer's use of and access to such Software Services shall constitute Customer's acceptance, acknowledgment and agreement to the Signify Digital Terms and the

Service Documents applicable to the respective Software Services as fully and integrally applicable to and governing the use of and access to such Software Services.

7.3 **Warranties.**

(a) **Product Warranty.** Signify's limited warranty for any Signify-manufactured products or components supplied in connection with or as part of the Services is as set forth for the respective product or component type on Signify's website, accessible and made publicly available at: <https://www.signify.com/en-ca/support/warranties> ("**Product Warranty**"). The terms of the Product Warranty are hereby incorporated by reference with respect to any such Signify-manufactured products or components supplied in connection with or as part of the Services. The warranties set forth herein are the only warranties made by Signify in connection with any Signify-manufactured product or component and are expressly in lieu of any other warranties, whether written, oral, statutory, expressed or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose. For any product or component manufactured by a third party, Signify will (if permitted) assign to Customer such third party manufacturer's warranty. Signify will have no liability or responsibility for such third party equipment or any related warranty. NOTHING IN THESE TERMS OR IN ANY OFFER AND/OR AGREEMENT SHALL BE DEEMED OR CONSTRUED AS MODIFYING, VARYING, EXPANDING, OR EXTENDING ANY OF SIGNIFY'S PRODUCT WARRANTY(IES) PREVIOUSLY GRANTED OR ASSIGNED TO CUSTOMER IN CONNECTION WITH THE SUPPLY OF THE SYSTEM OR ANY OF SIGNIFY'S PRODUCTS OR COMPONENTS SUPPLIED WITH, AS PART OF, OR INCLUDED IN THE SYSTEM.

(b) **Service Warranty.** For the Services performed by Signify or its Subcontractors under these Terms, an Offer and/or an Agreement, Signify's sole, exclusive, and limited warranty to Customer is that, for thirty (30) days from the date upon which the performance of such Service has been completed, the Service will be free from Defects. A "**Defect**" or "**Defective**" means, in relation to a Service, that the Service has not been performed in a competent, diligent manner ("**Service Warranty**"). In order to be entitled to make a valid claim under this Service Warranty, Customer shall promptly notify Signify, through a registered Service ticket, of any alleged Defective Services prior to expiration of the Service Warranty. In the event that Signify decides, in its sole discretion, that a claim under the Service Warranty is valid, Signify shall, within a reasonable time, at its own option, remedy or supplement any Defective Services. If despite reasonable efforts of Signify, the Defective Services cannot be remedied or supplemented, Signify shall make an appropriate refund or credit of monies paid by Customer for those Defective Services. Remedies or supplements will not extend or renew the Service Warranty period. Customer shall obtain consent from Signify on the specifications of any tests it plans to conduct to determine whether a Service is Defective. In the event that Signify decides that a claim under the Service Warranty is not valid, Customer will bear any costs that Signify may have incurred in connection therewith. Failure to meet these conditions renders the Service Warranty null and void. This Service Warranty does not apply to damage or failure to perform arising as a result of any Force Majeure or from any General Service Exclusions & Assumptions as set forth in Section 1 of these Terms, any Specific Service Exclusions & Assumptions as set forth in

an Offer and/or Agreement, any Concealed, Unknown and Undisclosed Conditions, Legal Deficiencies and/or Hazardous Materials as set forth in Section 2 of these Terms, as well as from any exclusions set forth in an Offer and/or Agreement, or from any assumptions made in an Offer and/or Agreement becoming or being proven untrue, inaccurate, incorrect or incomplete. SUBJECT TO THE EXCLUSIONS AND LIMITATIONS SET OUT IN THESE TERMS, AND SUBJECT TO APPLICABLE LAW, THIS SECTION 7.3(B) STATES THE ENTIRE LIABILITY OF SIGNIFY IN CONNECTION WITH DEFECTIVE SERVICES, REGARDLESS OF WHEN THE DEFECT ARISES, AND WHETHER A CLAIM, HOWEVER DESCRIBED, IS BASED ON CONTRACT, WARRANTY, INDEMNITY, TORT OR EXTRA-CONTRACTUAL LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WILL EXTEND DIRECTLY TO CUSTOMER ONLY AND NOT TO ANY THIRD PARTY. SIGNIFY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AN ESSENTIAL PURPOSE OF THE LIMITED EXCLUSIVE LIABILITIES AND REMEDIES UNDER THE SERVICE WARRANTY IS THE ALLOCATION OF RISKS BETWEEN SIGNIFY AND CUSTOMER, WHICH ALLOCATION OF RISKS IS REFLECTED IN THE SERVICE FEES.

7.4 **Independent Contractor.** The Parties agree that Signify is engaged as an independent contractor for all purposes, including all federal, state, provincial and/or local laws pertaining to income taxes, withholding taxes, unemployment compensation, workers' compensation and any other rights, benefits, or obligations relating to employment. Neither Party has the authority to bind the other Party or make any commitments of any kind for or on behalf of the other Party except as expressly provided herein.

7.5 **Limitation and Exclusion of Certain Damages.** In no event shall either Party, its employees, agents or representatives be liable by reason of their breach of these Terms or termination of an Offer and/or an Agreement or for any acts or omissions in connection with the Services, these Terms, an Offer and/or an Agreement for any indirect, punitive, multiple, special, incidental or consequential damages of any kind, however caused, such as but not limited to loss of profits, savings or revenues, loss of data, work interruption, increased cost of work, cost of procurement of substitute goods or services, or any claims or demands against a Party by any other entity, whether remedy is sought in contract, tort (including negligence), strict liability or otherwise, even if such Party has been advised of the possibility of such damages, and notwithstanding the failure of purpose of any limited remedy. Signify is not responsible for damages caused by Services not performed due to a failure to request or schedule Services. SIGNIFY'S TOTAL AND AGGREGATE LIABILITY TO CUSTOMER FOR ALL CLAIMS ARISING UNDER OR OUT OF THE SERVICES, THESE TERMS, ANY OFFER AND/OR ANY AGREEMENT SHALL BE LIMITED TO TWENTY (20%) PERCENT OF THE AMOUNTS OF SERVICE FEES PAID BY CUSTOMER TO SIGNIFY.

7.6 **Notices.** All notices, requests, demands, consents, and other communications required or permitted hereunder will be in writing and will be deemed to have been duly given if delivered by

hand; sent by email with confirmation of receipt by addressee; or sent by commercial courier service or sent by certified or registered mail with delivery or postage prepaid and by means assuring that acknowledgement or receipt is secured, addressed to the Party at the address set forth for that Party in the Offer and/or the Agreement.

7.7 Force Majeure. Neither Signify or Customer will be liable to the other Party for any delay or omission in the performance of any obligation under these Terms or any Offer and/or Agreement, other than the obligation to pay monies, where the delay or omission is due to any cause or condition beyond the reasonable control of Signify or Customer, including but not limited to, strikes or other labor difficulties, acts of God, acts of government, war, riots, embargoes, or inability to obtain goods, labor, supplies or services ("**Force Majeure**"). If Force Majeure prevents or delays the performance by Signify or Customer of any obligation under these Terms, an Offer and/or an Agreement, then the Party claiming Force Majeure will promptly notify the other Party thereof in writing. In any event, if Force Majeure continues for more than ninety (90) calendar days, either Signify or Customer may terminate the Offer and/or Agreement upon written notice to the other Party.

7.8 Entire Agreement; Hierarchy. The terms of an Offer and/or Agreement (including these Terms) state the entire understanding and agreement between the Parties as to the sale, provision and performance of Services under that Offer and/or Agreement and will supersede any prior promises, agreements, representations, undertakings or implications whether made orally or in writing between Signify and Customer with respect to the subject matter thereof. The Parties expressly acknowledge that, in entering into an Offer and/or an Agreement, no reliance has been placed on any representations which have not been incorporated as part of that Offer and/or Agreement. No variation to an Offer and/or Agreement will be binding upon either Party unless made in writing and signed by an authorized representative of each of the Parties. In the event of an inconsistency or conflict between the provisions of these Terms and those of an Offer and/or an Agreement, such inconsistency or conflict shall be resolved in accordance with the following order of prevalence, it being understood that the provisions of the document coming first in the order of prevalence shall control and prevail over the conflicting provisions of the document which comes after the previous document in such order of prevalence: (a) the provisions of an Agreement; (b) the provisions of an Offer; and (c) the provisions of these Terms.

7.9 Severability; Waiver; Assignment. The invalidity or unenforceability of any provision of these Terms, an Offer and/or an

Agreement will not affect the validity or enforceability of any other provisions thereof, all of which will remain in full force and effect. In the event of such finding of invalidity or unenforceability, the Parties shall endeavor to substitute the invalid or unenforceable provision(s) by such effective provision(s) as will most closely correspond with the original intention of the provision(s) so voided. At reasonable notice, Customer shall assist Signify in verifying Customer's compliance with the Agreement. No failure or delay by either Party in exercising any right, power, or privilege under these Terms or the provisions of an Offer and/or an Agreement will operate as a waiver thereof, and no single or partial exercise of any such right, power, or privilege will preclude any other or future exercise thereof or the exercise of any other right, power, or privilege. The waiver by either Party of any provision of these Terms, an Offer and/or an Agreement is not effective unless made in a writing specifically referring to such Offer and/or Agreement signed by that Party to be held bound. Neither Party may assign any of its rights or obligations hereunder without the other Party's prior written consent, which consent shall not be unreasonably withheld, provided, however, Signify may assign any or all of its rights and/or obligations hereunder to its Affiliates without such consent.

7.10 Governing Law & Jurisdiction; Waiver of Jury Trial. The laws of the Province of Ontario and the federal laws of Canada govern all Offers, Agreements, and these Terms, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or in connection with an Agreement, an Offer or these Terms that cannot be settled through consultation in good faith within thirty (30) days after notice from either Party that a dispute exists, will be brought exclusively in the courts of Toronto, Ontario, provided that Signify will always be permitted to bring any action or proceedings against Customer in any other court of competent jurisdiction. ANY ACTION, DEMAND, CLAIM OR COUNTERCLAIM ARISING UNDER OR RELATING TO ANY OFFERS, AGREEMENTS AND/OR THESE TERMS WILL BE RESOLVED BY A JUDGE ALONE AND THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL THEREOF. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Nothing in this Section 7.10 will be construed or interpreted as a limitation on either Party's right under applicable law to seek injunctive or other equitable relief, to take any action to safeguard its possibility to have recourse on the other Party or to bring action or proceedings in relation to any failure to pay any amount as and when due. The Services provided under these Terms, an Offer and/or an Agreement are for Signify's and Customer's sole benefit and exclusive use with no third party beneficiaries intended.

