Signify API Developer Gateway Terms of Use *V1.0*

1. Introduction

Once your account has been approved, Cooper Lighting, LLC and/or Signify North America Corporation and their affiliates (individually and collectively, "Signify") grant you (and if applicable the entity you represent) access to the Signify API ("API") and any accompanying documentation or any other API-related materials (jointly with the API, hereinafter referred to as the "Developer Materials"). There are just a few rules and restrictions you need to keep in mind. By clicking to accept these terms, you acknowledge that you are legally authorized to enter into this agreement (either in your own name or on behalf of the entity you represent, as applicable), that you have read all of its terms, and that you understand and agree to be bound by these terms.

If you are entering into these terms on behalf of an entity, such as the company you work for, you represent and warrant to us that you have legal authority to bind that entity. You acknowledge that these terms apply to access of the API, portal, developer account, and Developer Materials by you and the entity that you represent, and that any breach by you of these terms shall constitute a breach of these terms by you and the entity you represent, and Signify is entitled to enforce these terms and seek any and all remedies against you and/or the entity you represent.

2. Access and Scope

You need to be registered as a developer at the developer website https://global-api-tst.apibhubenterprise.cfapps.eu10.hana.ondemand.com/ (the "Developer Website") in order to request access to the API and the Developer Materials. As part of the request, you may be required to provide certain information (e.g., your contact details, reason why you need access to the System(s), what data you need access to, etc.). Once you have requested access to the API, Signify may in its sole discretion approve or reject this request. In case your request is approved, you will be contacted by Signify to provide you with the Developer Materials and/or access credentials to use the API.

Your level of access to the API and Developer Materials will depend upon your role and the level of information you need. Different user profiles are associated with different APIs, access rights and capabilities, which may be further stipulated as shown on the Developer Website, and which may be updated from time to time by Signify with or without notice.

Signify reserves the right to limit the number of accounts that can be created from a location and device, and the number of devices that can be associated with an account. Signify may at any time and in its discretion suspend and/or block access to an account for security or other justified reasons. For software providers, you will need a separate license for each product or service that you want to develop, that uses the API or any Developer Materials and

therefore you will need to ask for access credentials per product or service. You agree to keep this registration information up-to-date.

You will be responsible for maintaining the confidentiality and security of the developer account and for all activities that occur on or through your developer account. The developer account, login name and password are strictly for you and you shall not share the foregoing details with anyone else. You are also responsible for restricting access to your computer(s) or mobile device(s) on which you use or access the developer account, API and/or Developer Materials. You agree to accept responsibility for all activities occurring under your account, login name/user name, and/or password. You shall immediately notify Signify of any loss of passwords or security breach of your developer account.

You may choose to de-activate or delete your developer account. Signify reserves the right to de-activate or delete accounts that are not used for 30 or more calendar days from the date of creation. Signify shall have no liability whatsoever in relation to de-activation or deletion of an account.

3. Right to Use

Based on your specific request (as listed in the portal) and subject to your acceptance and compliance with these terms, Signify grants you a limited, revocable, non-transferable and non-exclusive right, without the right to sublicense, to access and use the APIs and Developer Materials solely to access the Signify connected system (“System”), which for these purposes means SAP ECC (ERP), Configit/CPQ (quoting platform) and Commerce Layer (the data storehouse layered on top of the ERP), in each case whether by retrieval or posting of data, and to obtain information to the extent explicitly authorized by Signify only for the purposes of providing services requested by the customer, distributor, or lighting representative agent, involving the quotation, ordering, product configuration, product details, marketing content, product availability, customer details, price range, or order status of Signify or its affiliates' products or services.

You may only access the API and the Developer Materials provided to you via your developer account and as further authorized by Signify. Any other use of the API and Developer Materials (including use for commercial or non-commercial purposes) in any form or manner is strictly prohibited and is a material violation of these terms and the rights to use set forth above shall automatically terminate. You shall not make any adaptation, modification or alteration to the API and Developer Materials except for the sample code, if provided.

4. Data access and authorization obligation

If you require access to data in the System, you represent and warrant that you are a customer, service provider to a customer, agent of Signify, marketing/advertising partner, or are explicitly authorized by Signify in writing to access, collect, copy, process and store customer’s information/data through the System API. If requested by Signify, you will submit

a written approval from a customer or agent of Signify or from Signify itself evidencing your right to access information/data from the System via the APIs.

Under no circumstances will access rights granted under these terms allow an end user, either for themselves, their company, or a third party, to aggregate any Signify data retrieved via the portal or System, to use the API for the purposes of software development other than as expressly authorized by Signify in writing, to create derivative works thereof, or to create a large data repository where such data is stored or compared with similar third- party data.

You will ensure that you do not provide unauthorized persons access to the portal or System. Signify is not responsible for your actions or inactions, including without limitation incorrect authorizations and access provided by you to the System.

You will ensure that all information and data including, without limitation, credentials and associated tokens that you access via the portal, developer account, API, or Developer Materials are at all times stored in a safe and secure environment in accordance with best industry practices.

5. **Artificial Intelligence Restrictions**

   a. **Definitions.**

      i. “API Data” means all data, content, records, responses, metadata and other information made available, accessed or obtained through or in connection with the portal, System and/or the Developer Materials, including customer, account, product, order, quote, shipment, status, inventory, availability, lead-time, list-price, net-price, discount, rebate and freight information, and every copy, compilation, summary, inference, feature, embedding, vector, synthetic dataset or other derivative representation that contains, reflects, is based upon, or permits reconstruction of such information. API Data does not include information that you demonstrate you lawfully possessed independently of the portal, System and/or the Developer Materials without use of or reference to API Data.

      ii. “AI System” means any artificial-intelligence, machine-learning, generative-AI, foundation-model, large-language-model, neural-network, algorithmic or agentic system, model, technology or service, whether internally hosted or supplied by a third party.

   b. **Prohibition.** Except pursuant to a written, specific and express AI use authorization executed by duly authorized signatories of Signify, you shall not, directly or indirectly, and you shall not permit any other person to, directly or indirectly:

i. submit, transmit, disclose, expose, load, or otherwise make API Data available to an AI System;

ii. use API Data to develop, pre-train, train, retrain, fine-tune, test, evaluate, validate, benchmark, distill, modify or improve an AI System;

iii. use API Data for prompting, inference, in-context learning, retrieval-augmented generation, grounding, indexing, embedding, vectorization, feature extraction, prompt optimization, or creation of a vector store, retrieval corpus, synthetic dataset or other model artifact;

iv. aggregate API Data across customers, accounts or tenants, or use it to generate competitive intelligence, pricing recommendations, price benchmarks, customer or demand profiles, or a product, service or dataset that substitutes for the portal, System and/or the Developer Materials; and/or

v. use an autonomous or agentic system to access the portal, the System and/or the Developer Materials, use API credentials, or initiate or modify any order, quote, price, shipment, customer record or account setting.

c. **No Implied Authorization.** Authorization shall not arise from an end-user setting, click-through term, feature enablement, failure to object, deidentification, aggregation, or any general right to use usage, telemetry or derived data. An authorization must be made in a writing executed by duly authorized signatories of Signify and must be express and specific, including, without limitation, it must identify the approved use case, data fields, AI System and version, provider and model providers, users or tenant, processing location, retention period, permitted human access and authorization term.

d. **Minimum Conditions.** Every AI use authorized by Signify in accordance with these terms must occur in a private, internal enterprise environment and be subject to at least the following terms: (i) no training or service/model improvement; (ii) no advertising or competitive use; (iii) no decompiling, distillation, disassembly, decoding, decrypting, translating, reverse engineering, or otherwise attempting to discover or derive the source code, object code, underlying structure, algorithms, models, ideas, know-how, file formats, protocols, or non-public interfaces of the API, the System, the Developer Materials and/or the API Data; (iv) use transient processing or respect the specified retention period; (v) use per-user/customer isolation of context, caches, indexes and vector stores; (vi) no cross-user/customer benefit; (vii) use encryption and least-privilege access; (viii) no onward disclosure except to identified and authorized AI System providers bound by no-less-protective and/or restrictive terms; (ix) you will bear liability for each AI use and for each AI System provider's use.

e. **Assurance and Remedies.** You shall maintain data-flow records, configuration evidence, access logs and the applicable AI-provider terms; provide them on request; notify Signify within 24 hours of unauthorized AI processing; and cooperate with any investigation. Upon expiration, termination or request, you shall delete API Data from prompts, outputs, logs, caches, indexes, embeddings, vector stores, retrieval corpora, datasets and other artifacts and certify deletion in writing. If unauthorized training occurred, you shall cease deployment and use of the affected model, identify the affected models and datasets, and implement Signify-approved deletion, unlearning, retraining or model-destruction measures. Signify may immediately suspend API credentials while investigating suspected unauthorized AI processing.

6. No Rights in Trademarks

You will not use any Signify (or its affiliates') branding, trademarks, or trade dress or any Signify logo or graphics, unless otherwise agreed by Signify in a separate written agreement.

7. Confidentiality

a. You undertake that you will not disclose to any person or party any data or information including, without limitation, information pertaining to the API, developer account, the Developer Materials, and the System that you get access to, as well as any Feedback (collectively, "Confidential Information"), except as permitted by this clause.

b. You may disclose the Confidential Information:

i. to third parties who are potential, prospective or actual purchasers of Signify's products and/or services, for the strict purposes and to the extent necessary for carrying out your obligations to Signify under a Manufacturer's Representative Agreement, distribution agreement, or under any terms and conditions applicable to any sale and purchase transactions with relation to Signify's products or services or, alternatively, for the strict purposes of reselling and/or distributing Signify's products or services. You shall ensure that any third parties to whom you disclose the Confidential Information also comply with this clause;

ii. to your employees, officers, representatives or advisers who need to know such information for the purposes of carrying out your obligations under these terms. You shall ensure that your employees, officers, representatives or advisers to whom you disclose the Confidential Information comply with this clause; and

iii. as may be required by law, court order or any governmental or regulatory authority.

c. You shall not use the Confidential Information for any purpose other than to perform your obligations under these terms.

8. Open Source

Some of the Developer Materials may contain open source software, including components associated with the OpenAPI specification, as described in https://help.sap.com/docs/sap-api-management/sap-api-management/openapi-specification-3-0?q=OSS. To the limited extent that the open source software licenses expressly supersede these terms, the open source license sets forth your agreement for the applicable open source software and you agree to abide by such license conditions.

You shall not perform any actions with regard to the API or Developer Materials in a manner that would cause the API or Developer Materials or any derivative work thereof to become subject to such license conditions. These actions include but are not limited to: (1) combining the API and Developer Materials or a derivative work thereof with open source software, by means of incorporation or linking or otherwise; or (2) using open source software to create a derivative work of the API or Developer Materials.

You shall be solely responsible for ensuring that you are in compliance with all the terms and conditions of any and all licenses under any open source software.

9. Updates

Signify may, in its sole discretion, at any time, modify or update the API, Developer Materials, System and/or the portal. Signify is not obliged to give you prior notice thereof. In the event Signify makes any modification to the API or Developer Materials, System and/or the portal that affects your access to or use thereof, you agree to make corresponding changes at your cost to ensure continued service. Signify may add, modify or remove functionalities or features at its sole discretion, and Signify does not guarantee that your use or access will function with any future or modified versions of the API, Developer Materials, System or the portal. You must regularly visit the Developer Website and ensure that you are using the latest API, Developer Materials, documentation and information as updated by Signify from time to time.

10. Feedback

It may happen that working on an app/product/service suggests an idea to you for an improvement or change in the System, the APIs or Developer Materials, developer account or portal (“Feedback”). If you provide any Feedback to Signify, Signify will own all rights (including intellectual property rights) therein and is entitled to use the Feedback free of charge, worldwide, without any condition or restriction, in our sole discretion and in perpetuity as of the date of receipt of such Feedback and you will take necessary actions reasonably required to transfer such rights to us. You represent and warrant that you have all rights necessary to provide such Feedback, and that said Feedback is not subject to third-

party intellectual property rights. You will make no claims in this respect and ensure that no third party makes any claims to us.

11. Intellectual Property Rights

Copyrights, trademarks, patents, trade secrets and all other intellectual property rights in the System, API, Developer Materials, the developer account, portal, the content provided by Signify, its affiliates, licensors, and/or partners, the compilation of data, and the order, sequence and arrangement of said data are solely owned by Signify and/or its affiliates, partners, vendors or licensors. All rights not explicitly granted herein are reserved. You may not use the System, API, Developer Materials, developer account, portal or the content other than as expressly permitted in these terms. You hereby acknowledge that Signify and its affiliates, partners, vendors or its licensors retain ownership of all its rights in System, API, Developer Materials, developer account, portal, and the content, and except as expressly set forth herein, no other rights or licenses are granted or implied to be granted under any Signify and its affiliates, partners, vendors or licensors intellectual property. If you receive our APIs, Developer Materials, or any other information in relation to the System you will not and cannot claim ownership or intellectual property rights in any improvements of or modification to that material or in any of the APIs either with respect to us or to other developers.

12. Personal Data

With regard to the Processing of Personal Data of end users, you acknowledge and agree that you will: (i) comply with any and all Applicable Data Protection Laws; (ii) be autonomously responsible to collect and further process Personal Data in accordance with requirements of any and all Applicable Data Protection Laws; (iii) take every reasonable precaution not to disclose any Personal Data, other than as permitted by Applicable Data Protection Laws; and (iv) not do anything which may cause Signify, its affiliates, licensors, suppliers, agents, representatives and/or employees to violate any Applicable Data Protection Laws. When used in this clause, capitalized terms shall have the following meanings: “Applicable Data Protection Laws” means the provisions of mandatory law of a country containing rules for the protection of individuals with regard to the Processing of Personal Data. “Personal Data” means any information relating to an identified or identifiable natural person (Data Subject). An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. “Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, view, access, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

For the creation of your developer account Signify may receive certain Personal Data from you. Processing of such Personal Data is described in the Privacy Notice which can be found at https://www.signify.com/global/privacy/legal-information/privacy-notice.

13. Usage Data

You acknowledge and agree that Signify and its affiliates (or their respective subcontractors or service providers) may collect information and data generated by the API or Developer Materials, System, portal and related products and services (including any third party product, service or system provided in conjunction with the product and/or service) and/or the use thereof ("Usage Data"). Signify is entitled to use the Usage Data, free of charge, at any time now, hereafter and in perpetuity, in its sole discretion for any purposes whatsoever, including to aggregate or compile Usage Data with other data, create intellectual property rights or derivative works of or modify or adapt Usage Data to provide, maintain, and improve products and services, and to develop new products or features or services.

14. Fees

Access to and use of the APIs, Developer Materials, API Data, portal, developer account and associated features are currently offered to you free of charge. Signify reserves the right to, at any time and with immediate effect upon written notice (email being sufficient) to you but, for the avoidance of doubt, without being subject to your further consent, acceptance and/or agreement (which consent, acceptance and/or agreement is hereby deemed granted by you in the terms as set forth below), charge certain fees for access to or use of the APIs, Developer Materials, API Data, portal, developer accounts and associated features, or offer additional services or feature sets for additional fees. Signify shall have sole, entire and complete discretion as to the amount of the fees that it decides to charge for access to or use by you of any of the foregoing. By continuing to access or use any APIs, Developer Materials, API Data, portal, developer accounts and associated features, or any of the additional services or feature sets offered by Signify, after such fees take effect, you hereby agree with, accept and consent to pay the applicable fees as determined in Signify's sole, entire and complete discretion. Notwithstanding the foregoing, Signify may, in its sole and absolute discretion, waive or reduce such fees for entities or users designated by Signify, in its sole, complete and entire discretion, as strategic partners and such designation may be contingent on certain other forms of consideration or benefits being granted by such strategic partners to Signify, as may be mutually and expressly agreed in writing.

15. Export Control

You acknowledge and agree that certain products, technologies and related transactions of Signify may be subject to export control and sanctions laws and regulations that prohibit or restrict the export, re-export or transfer of certain products and technology to certain countries, entities or individuals, such as (but not limited to) UN, EU and US export control and sanctions laws and regulations. You shall comply in all respects with all applicable

export controls and sanctions laws and regulations and, if applicable, all export, re-export and transfer restrictions set forth in export licenses (if any) for any product, service, technology, documentation and the APIs and Developer Materials supplied to you, as well as for any product or service provided or otherwise disposed of by you or on your behalf. You shall obtain all export licenses, governmental approvals or other authorizations required under applicable export control and sanctions laws and regulations and, upon request, provide Signify with information reasonably required to enable Signify to comply with such laws and regulations.

16. Limitations and Conditions of Use

a. You will use the API, Developer Materials, portal, developer account and all other information/data obtained through the System in accordance with these terms and the applicable law, regulations and third-party rights. You will at all times comply with any other reasonable requirements or restrictions required/imposed by Signify.

b. You assume full responsibility for the legal and responsible use of the API, Developer Materials, your developer account and the portal including any products and services that incorporate or access any of the foregoing. You will require your customers/end-users and/or any other third-party business partners, vendors, suppliers, licensors (among others) to comply with (and not knowingly enable them to violate) applicable law, regulations and these terms.

c. When using the APIs, developer account, portal and Developer Materials, unless otherwise agreed in writing by Signify, you will not:

    i. implement functionality that interferes with the core functionality of the System, API, portal, products, applications or services.

    ii. use the API or any other technology in a manner that accesses or uses any information beyond what the System, portal, and/or API allows under the documentation; that changes the System, portal, and/or API; that breaks or circumvents any of the System, portal, and/or API's technical, administrative, process, or security measures; that disrupts or degrades the performance of the System, portal, and/or the API; or that tests the vulnerability of the System, portal, and/or the API.

    iii. sell, rent, lease, sublicense, redistribute, or syndicate access to the API, portal, developer account or Developer Materials.

    iv. attempt to exceed or circumvent limitations on access, calls and use of the API, or otherwise use the API in a manner that exceeds a reasonable request volume or constitutes excessive or abusive usage (in both cases to the sole

discretion of Signify) or otherwise fails to comply or is inconsistent with any part of these terms or Developer Materials and/or Signify's instructions.

v. access, store, copy, process, collect or delete any data or information from the API, Developer Materials or System about end users, agents, or customers (including without limitation Personal Data such as, without limitation, email addresses and phone numbers) without their, and Signify's, express permission.

vi. defame, disparage, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others including agents, customers, and end users and publish and/or post any disparaging, abusive, obscene, inappropriate or illegal content.

vii. perform an action with the intent of introducing to the System, portal, API or Developer Materials and related products, services or to customers', agents', distributors' or end users' devices or software viruses, worms, defects, Trojan horses, malware or any items of a destructive nature or disabling these or attempting to circumvent the security setting of any of the foregoing.

viii. allow any use or access to the API, portal, developer account and Developer Materials by anyone under the age of 18, which is strictly prohibited and is a violation of these terms.

d. In addition, you will not:

i. interfere with or disrupt the API or the servers or networks providing the API or customer, agent, distributor, or end user devices;

ii. tamper with the security of any of the hardware, software or networks used by Signify to make the API, portal, and Developer Materials available or tamper with any third party accounts or customer, agent, distributor, or end user devices;

iii. disable, circumvent or avoid any security device, mechanism, protocol or procedure established by Signify, customer, agent, distributor, or the end user;

iv. use System, portal, products, API, documentation or services related thereto including customer, agent, distributor, or end user devices for surveillance or other similar purposes;

v. use the API, portal, developer account and Developer Materials in violation of any law, regulation or court order, or for any unlawful or abusive purpose or in violation of these terms;

vi. use the API, portal and Developer Materials in any manner that could harm Signify, its service providers, customers, agents, distributors, end users or any other person;

vii. republish, reproduce, distribute, display, post or transmit any part of the API, portal, Developer Materials or modify or adapt the API, portal, Developer Materials or merge the API, portal, Developer Materials into another program or create derivative works based upon the API, portal, or the Developer Materials;

viii. reverse engineer, decompile, or disassemble or otherwise derive source code, trade secrets, or know-how in the API, portal, Developer Materials or any portion thereof;

ix. change or remove any label, copyright notice or other marking embodied in the Developer Materials; or

x. permit others to do any of the foregoing.

17. Information Security

You shall comply with the security schedule attached as Annex A (the "Security Schedule") whenever you or any application, product, service, system, infrastructure or third-party service provider used by you accesses, receives, stores, processes or transmits API Data or otherwise interacts with the API or System. The Security Schedule is incorporated into and forms part of these terms.

For purposes of the Security Schedule, references to "Signify Information" shall mean API Data and Confidential Information, and references to "Software" shall mean any application, product, service, system or other technology used to access or interact with the API or process API Data.

In the event of any inconsistency between the Security Schedule and these terms concerning information security, cybersecurity, vulnerability management or security incidents, the provision imposing the more stringent security requirement or providing greater protection to Signify, the System or its information shall apply.

18. Security/Data Breach

In the event your applications, products, services, systems, physical or virtual infrastructure (whether on-premises or cloud-hosted) that are used for storage, processing or hosting any information and/or data from Signify or from an end user, agent, distributor, or customer are breached or compromised, or if any information and/or data from Signify or from an end user, agent, distributor, or customer is inadvertently exposed to unauthorized third parties or

you have become aware of any actual or suspected security incident involving such information and/or data, you will notify Signify immediately of such a breach or exposure (in any event within 24 hours of becoming aware of such exposure) and provide all available information, including root cause analysis, remediation steps and compensating controls to ensure such a breach does not occur in the future, and the likely impact of such event on Signify. This section applies in addition to, and does not limit, your security incident obligations under the Security Schedule.

19. Your Warranty and Indemnity

You represent and warrant that (i) you will comply with these terms and the applicable laws at all times during and after accessing the API, portal, developer account and Developer Materials and during and after the provision of services and products to the end-users based on these terms; (ii) you will inform the end users that your product or service is provided by you (not Signify) and that you are solely responsible for your product or service; (iii) either you own the content or assets that you will use to provide your products or provide services or you have obtained all the necessary rights, licenses and/or permits from the owner of such content or assets that you use in order to provide your products or services.

To the fullest extent permitted by applicable law, you agree to indemnify and hold harmless, and upon Signify's request, defend Signify, its affiliates and their licensors, directors, officers, employees, agents, representatives and users (each an "Indemnitee" and jointly the "Indemnitees") from and against any and all losses, damages, liabilities, costs, fees, expenses and/or claims (including but not limited to all direct and reasonable costs and expenses, reasonable attorney's fees, and court costs), arising out of or relating to any allegation, claim, including but not limited to any claim of infringement or misappropriation of third-party intellectual property rights, or third-party legal proceedings to the extent arising from:

1. your or your end-users' breach of these terms or applicable law(s) or regulation(s);

2. your or your end-users' use of the APIs, portal, System or Developer Materials, developer account, data accessed, related products, applications or services; or

3. any content or data routed into or used by you, or any of your end-users, with the APIs, portal, System, Developer Materials, developer account, related products, applications or services.

You shall not enter into any settlement or similar agreement with a third party that affects any Indemnitee's rights or binds any Indemnitee in any way, without the prior written consent of the affected Indemnitee(s).

20. Disclaimer of Warranties

THE SYSTEM, APIs, DEVELOPER MATERIALS, DEVELOPER ACCOUNT, CONTENT OR ANY MATERIALS, DATA AND/OR INFORMATION (INCLUDING, WITHOUT LIMITATION, TEXT, IMAGES, GRAPHICS, LINKS) ARE PROVIDED BY SIGNIFY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, SIGNIFY, ITS AFFILIATES AND THEIR BUSINESS PARTNERS, VENDORS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES AND ENDORSEMENTS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OF ANY THIRD PARTY PROPRIETARY RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS), OR AS TO THE OPERATION, PERFORMANCE, SERVICE LEVELS, ACCURACY, COMPLETENESS, TIMELINESS, USEFULNESS, AVAILABILITY, RELIABILITY, OR SECURITY OF THE SYSTEM, APIs, DEVELOPER MATERIALS, DEVELOPER ACCOUNT, CONTENT OR ANY MATERIALS, DATA AND/OR INFORMATION RELATED THERETO, OR ANY RESULTS OBTAINED FROM THE USE THEREOF OR THAT YOU ARE ABLE TO DEVELOP, MANUFACTURE, SELL OR OTHERWISE DISPOSE OF PRODUCTS, APPLICATIONS OR SERVICES THAT USE THE SYSTEM, APIs, DEVELOPER MATERIALS, DEVELOPER ACCOUNT, CONTENT OR ANY MATERIALS, DATA AND/OR INFORMATION, AND WITH REGARDS TO THE QUALITY, SUITABILITY, OR PERFORMANCE OF SUCH PRODUCTS, APPLICATIONS OR SERVICES.

21. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SIGNIFY, ITS AFFILIATES AND THEIR LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND USERS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COMPENSATORY, MULTIPLE OR PUNITIVE DAMAGES, LOST ANTICIPATED PROFITS, LOSS OF GOODWILL, LOSS OF DATA, BUSINESS INTERRUPTION, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION OR SIMILAR DAMAGES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, ARISING FROM OR RELATING TO THESE TERMS OR USE OF THE SYSTEM, APIs, DEVELOPER MATERIALS, DEVELOPER ACCOUNT, CONTENT OR ANY MATERIALS, DATA AND/OR INFORMATION, OR FROM ANY SERVICES, MATERIALS, INPUTS OR INFORMATION PROVIDED UNDER THESE TERMS OR SIGNIFY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THESE TERMS, WHETHER OR NOT SIGNIFY HAS BEEN ADVISED OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHICH MEANS THAT SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF ANY LIMITATION ON REMEDIES, DAMAGES OR LIABILITY IS PROHIBITED OR RESTRICTED BY LAW, SIGNIFY, ITS AFFILIATES AND THEIR LICENSORS SHALL REMAIN ENTITLED TO THE MAXIMUM DISCLAIMERS AND LIMITATIONS AVAILABLE AT LAW.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SIGNIFY'S, ITS AFFILIATES' AND THEIR BUSINESS PARTNERS', VENDORS' AND LICENSORS' ENTIRE LIABILITY FOR ANY AND ALL DIRECT DAMAGES HOWEVER CAUSED ARISING OUT OF OR RELATING TO THESE TERMS IS LIMITED TO FIFTY US DOLLARS OR THE FEES PAID BY YOU TO ACCESS THE API, DEVELOPER ACCOUNT AND/OR DEVELOPER MATERIALS, WHICHEVER IS HIGHER.

22. End of License

If you or the entity that you represent or your end users are offensive to others or misuse the portal or breach these terms or applicable law(s), Signify is entitled to immediately terminate without notice your developer account, access to the API, Developer Materials, System and other documents/information that may be accessed via the developer account. In the event there is no traffic detected via your account, product, or service for a period of 30 days then Signify is entitled to suspend or terminate your access to the developer account, API, System and/or the Developer Materials without notice.

If Signify terminates your account or your use of the API, System or Developer Materials for any reason, then you will immediately cease using the API, the Developer Materials and accessing developer account and the System (if applicable). You will immediately return or securely and permanently dispose of or destroy all materials, data and/or information in your possession or control relating to or obtained through the API, Developer Materials, System or portal and if required by Signify certify such disposal or destruction in writing, except when doing so would cause you to violate any law or obligation imposed by a governmental or other regulatory authority. Your obligations and Signify's rights will survive and continue to apply in full force and effect even after Signify terminates your access to API, Developer Materials, System and developer account.

23. Modification of These Terms

These terms may be amended by Signify unilaterally at any time and without your consent or notice to you. The latest version of the terms can be found at https://global-api-tst.apibhubenterprise.cfapps.eu10.hana.ondemand.com/. You are advised to regularly review these terms for any updates. If Signify makes any modification to the APIs, System, portal or Developer Materials that affects the working of your application, product and/or service, you agree to make corresponding changes to your application, product and/or service at your own cost in order for it to work with the APIs, System, Developer Materials and/or portal. By continuing to access or use the API, portal, the developer account, the System and/or the Developer Materials after such posting, you will be deemed to have accepted such amendments.

24. Assignment and Severability

These terms are non-assignable by you. Signify may freely assign or delegate all of its rights and obligations under these terms, fully or partially, without notice to, or consent by, you. If

any provision of these terms is held to be invalid, illegal or unenforceable for any reason by any court or other competent body then the remaining provisions shall remain in full force and effect.

25. Governing Law and Jurisdiction

These terms are governed by and construed in accordance with the law of the State of Georgia, USA without regard to conflicts of law provisions thereof. The state or federal courts in Fulton County, Georgia, USA shall have sole jurisdiction of any dispute related to the terms herein.

26. No Relationship Between the Parties and Freedom to Operate

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Signify as a result of these terms and your use of the API, System, portal or Developer Materials.

You acknowledge that nothing will impair Signify or any third party's right to develop, manufacture, acquire, license, market, promote, or distribute products or technologies that perform the same or similar functions as, or otherwise compete with your product or service.

Annex A – Security Schedule

You shall ensure that information security requirements are integrated into the Software Development Life Cycle (SDLC) from the start, and security shall be by design. Rules for the development of software and systems, based on Good Industry Practice, for example including as formulated by CERT Secure Coding Standards and Open Web Application Security Project (OWASP) for software development, must have been established by you and you shall have applied such rules to developments within your organization. All software provided to Signify shall have been reviewed and tested by you to enable early identification and mitigation of security vulnerabilities and misconfigurations. You shall ensure that all security issues that were identified before delivery have been resolved appropriately by you.

You shall establish an effective information security program in line with Good Industry Practice, to initiate and control the implementation of information security controls within your organization. You shall implement an information security management system and information security controls in line with the ISO/IEC 27000-series, Good Industry Practice and the state of the art in order to protect Signify Information and ensure compliance with relevant national and international legislation and regulations. To the extent that there is, or may in the future be, a conflict, discrepancy, or inconsistency between the requirements hereof and Good Industry Practice, you shall comply with the more stringent and protective requirement or standard. You shall maintain and continually develop your information security program and capabilities, responding and adapting to industry trends, developments and evolutions in Good Industry Practice, and new and emerging information security threats. You and/or an independent third party will regularly test and monitor the effectiveness of your information security program, management system, controls, software development methodology, policies and procedures. Upon Signify's request, Signify shall have the right to review the results of these security assessments and vulnerability testing related to the services containing Signify Information and/or of the software provided. You shall provide to Signify additional information as may be reasonably requested in writing concerning details of your information security program not otherwise contained in said results, after which Signify may, on an annual basis perform an on-site information security assessment.

Where your policies and procedures do not meet the information security requirements set out in this Security Schedule, for example because they are not compliant with the ISO standard and Good Industry Practice, you shall make appropriate changes necessary to reach a compliant state. You shall bear the cost of (i) your methods of operating; (ii) your reporting, audit and security obligations; and (iii) changes to your systems, which are required to enable you to adhere to this Security Schedule and/or to continue to meet regulatory obligations. You shall in any event promptly inform Signify of all known or suspected breaches of security relevant to Signify.

You shall notify Signify without undue delay and in any event within 24 (twenty-four) hours after becoming aware of any actual or suspected security incident. The notification shall at least provide details relating to the security incident that has occurred, known at the time of notification.

You shall implement information security risk management comparable to, or based on, Good Industry Practice (for example ISO/IEC-27005). High risks, related to the services provided to Signify and/or Signify Information, shall be reported within 72 hours after risk identification.

In the event that security vulnerabilities are discovered or made publicly known, you shall provide, as soon as reasonably possible, a software patch or provide an update and/or release of the Software with the vulnerability remediated.

You shall ensure that the Software does not contain any malware. If malware is found to have been introduced in the System and/or software that are controlled by Signify, you shall assist Signify in reducing the effect of the malware.