

# MultiOne Engineering & Workflow

## License agreement

---

### SOFTWARE END USER LICENSE AGREEMENT

This software end user license agreement (“this agreement”) is a legal and binding agreement between you (either an individual or an entity) and Signify Netherlands B.V., a Dutch limited liability company, with its principal office at high tech campus 48, 5656 AE Eindhoven, the Netherlands and its subsidiary companies (individually and collectively “Signify”). This Agreement gives you the right to download and use certain software (the “Software”) including user documentation in electronic or other form which may have been provided separately or together with a Signify product or made available at <https://www.philips.com/MultiOne>

BY CLICKING TO ACCEPT THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF ITS TERMS, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS STATED IN THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL OR OTHERWISE USE THE SOFTWARE. BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT YOU ARE LEGALLY AUTHORISED TO ENTER INTO THIS AGREEMENT AND BE BOUND BY ITS TERMS. IF YOU ARE NOT THE END USER AND ARE INSTALLING THIS SOFTWARE ON BEHALF OF THE END USER, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORISED TO ACT ON BEHALF OF THE END USER AND TO ACCEPT AND BIND THE END USER TO THE TERMS OF THIS AGREEMENT INCLUDING ADHERENCE AND COMPLIANCE TO THIS AGREEMENT.

**1. Grant of License:** Signify grants you a limited, revocable, non-exclusive, nontransferable (without the right to sublicense) right to install and use for the term of this Agreement, on a device or a PC, as applicable, one (1) copy of the specified version of the Software in object code format solely for configuring the Signify products (as further indicated in user documentation or on website <https://www.philips.com/MultiOne>) that are either owned by you or in case they are owned by a third party then you have appropriate permissions from the owner of the products to configure them. You agree to use the Software only as intended by Signify and comply with any other reasonable requirements or restrictions requested or imposed by Signify from time to time, described in more detail on the website [include website] or user documentation.

**2. Ownership:** The Software provided to you are licensed not sold, all rights not explicitly granted are reserved by Signify or its licensors. This Agreement grants you only the right to use the Software, but you do not acquire any rights, express or implied, in the Software other than those specified in this Agreement. Signify and its licensors retain all right, title, and interest in and to the Software, including all patents, copyrights, trade secrets, and other intellectual property rights incorporated therein. The Software is protected by copyright laws, international treaty provisions, and other intellectual property laws. Therefore, other than as expressly set forth herein, you may not copy the Software without prior written authorization of Signify, except that you may make one (1) copy of the Software for your back-up purposes only.

**3. License Restrictions:** Except as stated otherwise herein, you shall not, and shall not permit any third party to (a) rent, lease, sub-license, sell, assign, loan or otherwise transfer the Software or any part thereof (b) reverse engineer, decompile or disassemble the Software, except to the extent that applicable law expressly prohibits the foregoing restriction, (c) remove or destroy any product identification, copyright notices or other proprietary markings or restrictions from the Software, (d) modify or adapt the Software, merge the Software into another program or create derivative works based upon the Software, (e) use the Software in violation of any laws, regulation or court order, or for any unlawful or

abusive purpose, (f) use the Software in any manner that could harm Signify, its service providers, or any person, (g) republish, reproduce, distribute, display, post or transmit any part of the Software, (h) perform an action with the intent of introducing to the Software viruses, worms, defects, trojan horses, malware or any items of a destructive nature or disabling the products, Software or other end users' devices and (i) to circumvent or attempt to tamper with the security of or disable any of the products or Software or other end user devices. All titles, trademarks, and copyright and restricted rights notices shall be reproduced on your back up copy of the Software.

**4. Open Source Software:** This software may be accompanied by components that are subject to Open Source Terms, as stated in the documentation accompanying the Device; such components are only subject to their own license conditions and this Agreement does not apply to such components. Your license under this Agreement do not include any right or license to use, distribute or create derivative works of the Software in any manner that would subject the Software to Open Source Terms. “Open Source Terms” means the terms of any license that that require as a condition of use, modification and/or distribution of a work, the making available of source code or other materials preferred for modification, and/or the granting of permission for creating derivative works, and/or the reproduction of certain notices or license terms in derivative works or accompanying documentation, and/or the granting of a royalty-free IP license to any party.

**5. Termination:** This Agreement shall be effective upon installation or first use of the Software and shall terminate (i) at the discretion of Signify, due to your failure to comply with any term of this Agreement or applicable laws; or (ii) if any fee charged by Signify for continued use is not paid in due time; or (iii) upon destruction of all copies of the Software and related materials provided to you by Signify hereunder. Signify's rights and your obligations shall survive



the termination of this Agreement. Upon termination of this Agreement, you will immediately and irretrievably delete the Software from your devices, delete or destruct the user documentation and any copies thereof and confirm to Signify in writing such deletion or destruction if requested by Signify.

**6. Upgrades:** Signify may, at its sole option, make upgrades to the Software available by general posting on My Technology portal or by any other means or methods. We encourage you to keep visiting the website regularly to check for any updates and upgrades. Such upgrades may be made available pursuant to the terms of this Agreement or the release of such upgrades to you may be subject to your acceptance of another agreement. You agree to immediately install each update and upgrade as and when made available by Signify. Such updates or updates may be required for proper functioning of the Software or for legal or other reasons.

**7. Support Services:** Signify is not obligated to provide technical or other support ("Support Services") for the Software. If Signify does provide you with Support Services, these will be governed by separate terms to be agreed between you and Signify.

**8. Feedback:** If you submit any comment, suggestion, improvement or enhancement ("Feedback") to Signify related to the product or Software (excluding any illegal content), you hereby assign all ownership in and to such Feedback to Signify, and acknowledge that Signify will be entitled to use and implement any such Feedback in any manner without restriction, and without any obligation of confidentiality, attribution or compensation to you, or you agree to grant Signify a license to use such Feedback without any restrictions to the extent the foregoing is deemed ineffective. You also agree to waive your moral rights in such Feedback.

**9. NO WARRANTY:** SIGNIFY, ITS AFFILIATES AND ITS LICENSORS PROVIDE THE SOFTWARE AND THE USER DOCUMENTATION ON AN AS-IS BASIS AND DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE ERROR FREE OR UNINTERRUPTED OR WILL MEET YOUR REQUIREMENTS. YOU ASSUME ALL RESPONSIBILITIES FOR SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SIGNIFY AND ITS LICENSORS DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF ANY THIRD PARTY PROPRIETARY RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS) ACCURACY OR COMPLETENESS OF RESULTS WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING MATERIALS. SIGNIFY DOES NOT WARRANT THAT YOU WILL BE ABLE TO DOWNLOAD, COPY, STORE, DISPLAY, TRANSFER, AND/OR PLAY SECURE CONTENT.

**10. LIMITATION OF LIABILITY:** TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, SIGNIFY, ITS AFFILIATES OR ITS LICENSORS WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF USE OR OTHER PECUNIARY LOSS, EVEN IF SIGNIFY, ITS AFFILIATES OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY LIMITATION ON REMEDIES, DAMAGES OR LIABILITY IS PROHIBITED OR RESTRICTED BY APPLICABLE LAW, SIGNIFY SHALL REMAIN ENTITLED TO THE MAXIMUM DISCLAIMERS AND LIMITATIONS AVAILABLE AT LAW. IN NO EVENT SHALL SIGNIFY, ITS AFFILIATES OR

ITS LICENSORS' AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE GREATER OF THE FEES ACTUALLY PAID BY YOU FOR THE SOFTWARE OR FIVE EURO (EUR 5.00).

**11. YOUR WARRANTY AND INDEMNITY:** YOU REPRESENT AND WARRANT THAT YOU AND THE END USER (IF APPLICABLE, ON WHOSE BEHALF YOU ENTERED INTO THIS AGREEMENT) WILL USE THE SOFTWARE IN COMPLIANCE WITH THIS AGREEMENT AND APPLICABLE LAWS. YOU AGREE THAT YOU AND THE END USER ARE LEGALLY OBLIGATED TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS SIGNIFY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS, AND ANY OTHER SERVICE PROVIDER THAT FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SOFTWARE, USER DOCUMENTATION FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND EXPENSE (INCLUDING LAWYERS' FEES) ARISING FROM OR RELATED TO YOUR USE OR MISUSE OF THE SOFTWARE, USER DOCUMENTATION, OR BREACH BY YOU OF ANY OF THE PROVISIONS OF THIS AGREEMENT OR APPLICABLE LAWS, RULES AND REGULATIONS. SIGNIFY RESERVES THE RIGHT, AT YOUR SOLE EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY CLAIM, ACTION OR PROCEEDING OR ANY OTHER MATTER FOR WHICH YOU ARE TO INDEMNIFY SIGNIFY OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND YOU AGREE TO FULLY COOPERATE WITH SIGNIFY AT ITS REQUEST.

**12. Trademarks:** Certain of the product and Signify names used in this Agreement, the Software, and the user documentation may constitute trademarks of the Signify, its licensors or other third parties. You are not authorized to use any such trademarks.

**13. Export Administration:** You agree that you will not directly or indirectly, export or re-export the Software or user documentation to any country for which the United States Export Administration Act, or any similar United States' or EU or any EU Member State's law or regulation requires an export license or other government approval, unless the appropriate export license or approval has first been obtained. By downloading, installing or using the Software you agree to abide by this export provision.

**14. Governing law:** This Agreement is governed and construed by the law of the Netherlands without regard to conflicts of law provisions thereof. The competent court in the Netherlands shall have sole jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

**15. General:** This Agreement contains the entire agreement between you and Signify and supersedes any prior representation, undertaking or other communication or advertising with respect to the Software and user documentation. If any part of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect. In addition, notwithstanding anything to the contrary herein, you are aware and agree that Signify may, at its sole discretion, amend, modify, add or remove, any and all of the terms of this Agreement, by either making available such changes on a website or providing you with notice to that effect, at Signify's sole discretion. By continuing the use of the Software, you agree to any and all amendments up to such use. If you do not agree to an amendment, you must immediately cease to use and access the software and this Agreement shall immediately terminate.

**PHILIPS**