

LIFECYCLE SERVICES AGREEMENT (INDIRECT)

THIS LIFECYCLE SERVICES AGREEMENT (the “**Agreement**”), effective as of 04/27/2021 (the “**Effective Date**”), is entered into by and between Signify North America Corporation, a Delaware corporation having a place of business at 200 Franklin Square Drive, Somerset, New Jersey 08873 (“**Signify**”) and City of Denton, having a place of business at City of Denton City Hall, 215 E. McKinney Street, Denton, TX 76201-4299 (“**Customer**”). Each of Signify and Customer is a “**Party**” and together they are the “**Parties**.”

WHEREAS, Customer engaged a non-Signify affiliated contractor for the design, supply, and management of the installation of a luminaire control system (such system as further identified on **Schedule A**, the “**System**”); the System is installed at the location identified hereunder (the “**Site**”).

WHEREAS, Customer wishes to engage Signify to provide certain specifically identified maintenance or repair services (as set forth on **Schedule A**, the “**Services**”) for the System.

WHEREAS, Signify agrees to provide such Services on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the terms and conditions in this Agreement and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **SCOPE; SERVICES; RELATIONSHIP.**

1.1 Services. Subject to the terms and conditions of this Agreement, Signify will provide the Services with respect to the System as described in **Schedule A**, attached hereto and made a part hereof (the “**Services**”). Signify will perform the Services in a good and workmanlike fashion in accordance with (a) the terms of this Agreement and (b) with the level of care and skill ordinarily exercised by members of the profession currently practicing 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 physical damage to the System or any tangible property of Customer.

1.2 Compliance with Site Regulations & Applicable Laws.

In performing the Services, Signify will comply with: (a) all written, reasonable Site regulations, rules, and processes which have been disclosed to Signify by Customer prior to the 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**”).

1.3 Authorized Representatives. Each Party will appoint a designated representative who possesses full authority to give and receive instructions relating to this agreement and to act on those instructions (each “**Project Manager**”). The Project Managers as of the Effective Date are identified on **Schedule A**. Customer’s Project Manager will be familiar with this 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.

1.4 Subcontractors. Customer understands and agrees that all or part of the Services may be performed by agents or 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.

1.5 Third Party Installation; No Extended Warranty.

(a) **No Responsibility for Installation.** Customer understands that Signify did not control, direct, perform, or supervise the design, engineering, or installation of the System as the System was designed, engineered, and installed by third party contractors unaffiliated with Signify, and over whom Signify had no supervision, authority, or control. Signify makes no representation or warranty regarding the System design, engineering, installation, or other work performed by such third parties 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 third party contractors.

(b) **No Extended Warranty.** In connection with the supply of the System, such third party contractors may have assigned to Customer the Signify Standard Product Warranty. Neither this Agreement, nor Signify provision of these Services, are or shall be considered in any way as modifying, varying, expanding, or extending the Signify Product Warranty previously provided or assigned to Customer in connection with the supply or installation of any Signify product included in the System. Except to the extent expressly provided by a validly assigned Signify Standard Warranty, Signify makes no warranty, guarantee, or commitment to Customer with respect to the performance, functioning or lifetime of the System.

1.6 Service Exclusions. The Services include only those Services specifically set forth under **Schedule A**, subject to any restrictions, limitations, conditions, understandings, or exclusions identified thereunder. 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 Customers, its

servants, agents, contractors or invitees; (b) repairs from, or other corrective or remedial work arising from or required by, changes, alterations, additions, or modifications to the System by a person 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 Product other than in accordance with its 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 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 by **Schedule A**, furnishing or supplying maintenance of accessories, attachments, supplies, spare parts, consumables associated with the System (including any costs thereof); (h) the upgrading of or retrofitting of improvements or major modification to the System; (i) electrical work external to the System.

1.7 **Third Party Reseller.** In the event that Customer is purchasing these Services through a Signify authorized third party reseller ("**Authorized Reseller**") or such Authorized Reseller is ordering such Services on the Customer's behalf, Customer acknowledges and agrees as follows: (i) the Services are provided by Signify directly to and for the sole benefit of the Customer, and such Services are provided solely pursuant to the terms and conditions of this Agreement; (ii) such Authorized Reseller is not Signify's agent or representative, and has no authority or capacity to make any representations, warranties, or promises on behalf of or otherwise bind Signify; (iii) Signify's obligations, and Customer's rights and remedies regarding the Services or the subject matter of this Agreement, are expressly limited to those specifically identified under this Agreement, and are not supplemented or modified by any agreement or other understandings between Customer and such Authorized Reseller; (iv) Signify is in no way responsible or liable for any services, content, or products provided by any Authorized Reseller to Customer. Signify reserves the right to immediately upon written notice to Customer suspend the provision of all Services hereunder and/or terminate this Agreement without further liability or obligation to Customer in the event that Signify is such notified by the Authorized Reseller of Customer's failure to pay amounts due to Authorized Reseller concerning the Services or which are otherwise payable hereunder, or in the event that the Authorized Reseller fails to pay any amounts due to Signify concerning the Services.

2. **COMMISSIONING & COMMENCEMENT OF SERVICES.**

Upon completion of the installation by the third party contractors engaged by Customer, a Signify's authorized commissioning representative (the "**Commissioning Representative**") shall arrange for final commissioning of the System. The Services shall commence upon completion of the final review and commissioning by the Commissioning Representative (the "**Commencement Date**"). Commissioning of the System by the Commissioning Representative does not constitute Signify's approval, endorsement, or acceptance

of the design, engineering, or installation work performed by third parties, nor is such review is provided in connection with the Services.

Service tag data download will be performed once per month per mutually agreed upon schedule between Customer and Signify. This service tag data download will be used by Signify to associate the each luminaire product with the control node at which point the luminaire product will be commissioned.

In the event that the Commissioning Representative discovers defects with respect to the installation of the System, the Commissioning Representative shall notify Customer. Customer may elect to (i) remedy such defects and notify Signify upon completion of such remedies, or (ii) request that Signify remedy such defects, and if Signify agrees to perform such remedial or corrective services, Signify will submit a change order reflecting the additional costs and expenses therefor. Provision of the Services hereunder is conditioned, in all respects, on the System being installed in accordance with manufacturer's specifications and all applicable laws, requirements, and industry standards. In the event that Commencement Date has not occurred within one hundred and twenty (120) days of the Effective Date, Signify may, by notice to Customer, terminate this Agreement.

3. **SITE ACCESS; SAFETY; CUSTOMER ASSISTANCE.**

3.1 **Authority & Access Rights.** Customer represents and warrants is has the full right and authority to approve performance of the Services and to enter into this Agreement. Customer is exclusively responsible, at its sole cost and expense, for providing and facilitating free and clear access to the System and Site, as well as any adjacent property that Signify reasonably needs 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 whose consent or approval would be reasonably necessary in order to effect the purposes of the foregoing. In the event that Customer fails to provide and facilitate all such access, Signify may (i) immediately withhold or suspend performance of the Services until proper access is granted or restored, and/or (ii) issue a change order to reflect any additional expenses incurred in performing the Services as a consequence of having limited access.

3.2 **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 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 & completeness of such plans and specifications, specifically including, but not limited to the accuracy of the dimensions described therein and Signify will be entitled to rely on the accuracy and completeness of all information furnished by Customer.

3.3 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. To the extent the Services require any on-site visits or support, 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 Service hereunder. 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.

3.4 Concealed or Unknown Conditions. Notwithstanding the completion of any preliminary site visit as may have been performed by Signify (if any) prior to commencement of the Services, Customer acknowledges and agrees that any review performed during or in connection with such 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 review, including any identification of existing deficiencies, non-compliance with code or other applicable law, or other unknown, concealed, or non-readily observable condition. The Services do not include, nor impose on Signify any duty or obligation to conduct any audit, review, investigation, or evaluation of 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) were unknown or concealed or 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.

3.5 Storage; Utilities. Customer will provide sufficient secure and appropriate space for on-site storage of Signify's Products, materials, tools and equipment, including, but not limited, to the Service Parts identified on **Schedule A** attached hereto. Customer shall ensure access to utilities, including water at point of use, heating and lighting. Customer is responsible for all costs and expenses for utilities (e.g., gas, water, electricity) necessary for the performance of the Lifecycle Services.

3.6 Non-Compliance with Applicable Laws. Prior to the review by the Commissioning Representative, Customer shall notify Signify of any known non-compliance with Applicable Laws at the Site such as grounding deficiencies or other electrical 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.

3.7 Safety Risks and Hazardous Materials. To the extent the Services require any on-site visits or support, prior to the review by the Commissioning Representative, 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, contaminants, wastes, petroleum products, asbestos or substances containing asbestos, or any other material subject to regulation under any environmental law ("**Hazardous Materials**") that may be at the Site or 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 performance under this Agreement. Customer acknowledge that Signify is under no obligation to assume and assumes no responsibility for the treatment, disposal, or remediation of any Hazardous Materials.

3.8 Customer Maintenance & Log. Nothing in this Agreement shall relieve Customer from any obligation to perform normal operational day-to-day maintenance on the System or its products per Signify 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 or a Signify-approved contractor to provide any maintenance to or make any alteration or modification of the System without Signify prior written approval. Customer shall maintain and update such maintenance logs and other records with respect to the System as Signify requests.

4. INTENTIONALLY OMITTED.

5. CONFIDENTIALITY.

5.1 Confidential Information. Each Party shall retain in confidence and shall not disclose or use for any purpose, except in the performance of this Agreement, either the terms of this Agreement or any materials or information disclosed or made available by the other Party or any of their Affiliates (the "**Disclosing Party**") pursuant to this Agreement ("**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 otherwise than by any breach of this Agreement; (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 restrictions from a third party without breach of confidentiality by such third party.

5.2 Permitted Disclosure. Notwithstanding Section 5.1, (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.

5.3 Liability for Breach. Each Party shall be responsible for any breach of this Section 5 by the Party, 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 this Agreement by a Receiving Party or by any person to whom it discloses any Confidential Information and that monetary damages would 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.

5.4 Survival. The obligations of confidentiality herein shall survive the expiration or termination of this Agreement for a period of three (3) years.

5.5 Public Records. Notwithstanding anything to the contrary regarding each Party's obligations under this Section, Signify acknowledges that Customer must strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information related to this Agreement. This obligation supersedes any conflicting provisions of this Agreement. Any portions of such material claimed by Signify to be proprietary must be clearly marked as such. Determination of the public nature of the information is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

6. INSURANCE. During the Term of this Agreement, 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 and each Subcontractor involved with 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 and its Subcontractors will not perform any LifeCycle Services without the prerequisite insurance. Upon Customer's request, Signify will provide Customer with certificates evidencing such insurance. During the Term of this Agreement, Customer will name Signify and its Subcontractors as loss payee under Customer's standard property insurance policy for covered perils. Upon execution of the

Agreement, Customer will provide to Signify with certificates evidencing such insurance.

7. TERM AND TERMINATION

7.1 Term. This Agreement commences on the Effective Date and, unless terminated earlier as provided herein, shall terminate at the expiration of the Term, as defined on **Schedule A**.

7.2 Termination for Default. Either Party (the "**Non-Breaching Party**") may suspend performance of its obligations under the Agreement or terminate this 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 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 Non-Breaching Party notifying Breaching Party of the 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. Any breach by the Customer of the Interact City Software Service Agreement will be considered a breach of this Lifecycle Services Agreement, entitling Signify to terminate this Agreement in accordance with its terms.

7.3 Effect of Termination. Upon termination of this Agreement for any reason, the relevant provisions of this Agreement shall continue in effect after termination to the extent necessary to provide for any billings, adjustments and payments related to the period prior to termination and the termination of this 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 this Agreement, which are expressed to continue after termination of this Agreement.

8. MISCELLANEOUS TERMS

8.1 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 Signify Products, any software or hosted application, or improvements thereto, and that all such rights are, and shall remain, vested in Signify. All improvements to Products, software, or any hosted application, and any new products, software, or hosted application developed or modifications made thereto to satisfy customer requirements or in response to suggestions put forth by Customer shall belong exclusively to 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, test,


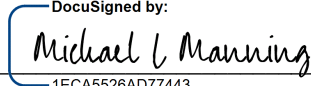
calendar days, either Signify or Customer may terminate this Agreement upon written notice to the other Party. In the event of an occurrence under this Section, Signify will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and Signify continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Signify shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within ten (10) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

8.8 Entire Agreement & Amendments. This Agreement (including any Schedule attached hereto) constitutes the entire agreement between the Parties concerning the subject of this Agreement, and may not be amended except by written instrument specifically referring to this Agreement signed by an authorized representative of both Parties. No provision of this Agreement shall be deemed as modifying, amending, varying, cancelling or otherwise affecting the Interact City Software Service Agreement previously executed between the Parties, which shall remain in full force and effect in accordance with its terms. This Agreement concerns only the specific maintenance Services (as identified herein) regarding certain tangible hardware and luminaires separately supplied to Customer by Signify or a third party reseller, and none of the Services concern, supplement, create, or vary any obligation on the part of Signify with respect to the software and hosting services identified under the Interact Software Service Agreement. The parties rights and obligations respecting the software services shall be determined solely with reference to the Interact City Software Service Agreement. In the event of an inconsistency or conflict between the provisions of the main body of this Agreement and any Schedules to this Agreement, the provisions of the main body of this Agreement will prevail, to the extent of the inconsistency or conflict.

8.9 Severability; Waiver; Execution; Assignment; Counterparts. If any provision of this Agreement is held to be invalid, the remainder of this Agreement will not be affected thereby. No failure or delay by either Party in exercising any right, power, or privilege under this 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 under this Agreement. The waiver by either Party of any provision of this Agreement is not effective unless made in a writing specifically referring to this Agreement signed by the Party to be held bound. Neither Party may assign this Agreement or any of its rights under the Agreement, 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 under this Agreement to its ultimate parent corporation, wholly owned subsidiary of its ultimate parent corporation or to any present or future affiliate of Signify to which Signify transfers all or substantially all of its lighting business without such consent. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or by email in a portable document format (.pdf) and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other Party.

8.10 Governing Law; Waiver of Jury Trial. This Agreement and all claims related to it shall be governed and construed in accordance with the laws of the State of Texas without giving effect to its choice or conflict of law provisions. ANY ACTION, DEMAND, CLAIM OR COUNTERCLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT WILL BE RESOLVED BY A JUDGE ALONE AND THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL THEREOF. This Agreement and the Services provided are for Signify's and Customer's sole benefit and exclusive use with no third party beneficiaries intended.

IN WITNESS WHEREOF, the Parties have executed this Lifecycle Services Agreement as of the Effective Date.

<p>City of Denton</p> <p>DocuSigned by:  By: _____ <small>6A8263DE08F4429...</small> Printed Name: <u>Christa Christian</u> Title: <u>Senior Buyer</u></p>	<p>Signify North America Corporation</p> <p>DocuSigned by:  By: _____ <small>1ECA5526AD77443...</small> Printed Name: <u>Michael L Manning</u> Title: <u>VP General Counsel</u></p>
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SCHEDULE A**LIFECYCLE SERVICES**

System:	" System " means the Citytouch Connector Nodes as identified under <u>Table 1</u> below. "System" does not include any other lighting products, components, tooling, or Customer's IT infrastructure, including without limitation any routers, network switches, associated wiring or cabling, or any other components, firmware, hardware, or software not specifically described above. System does not include any software as a service or hosting services provided by Signify. System does not include any System upgrades, modifications, or enhancements, that have been installed and managed by others.
Site Location:	City of Denton, Texas
Project Manager	Signify: Customer:
Service Term:	The Term of this Agreement shall commence upon the Commencement Date (as defined under Section 2 and, unless terminated in accordance with the terms of the Agreement, will expire on September 16, 2024 (the " Term "). At the sole option of the City of Denton this contract may be continued for up to six (6) months.
Scope of Services:	The Services shall be those as described and to extent identified under Table 2 below. Services beyond any specified allotment or not specifically identified below are excluded from the scope of this Agreement. Signify may in its sole discretion agree to provide such Services to Customer at an additional charge.
Service Assumptions:	Customer acknowledges and agrees that Signify's obligation to perform the Services is subject to the requirements and conditions set forth under <u>Table 3</u> below. To the extent that such requirements and conditions are not satisfied, Signify may issue a change order to reflect the additional work to be performed by Signify. In the event that a change order is not authorized by Customer, Signify may either (i) suspend performance of the Services (without penalty) until such conditions are satisfied, or (ii) terminate this Agreement without further penalty or obligation.
Other Terms & Conditions:	See <u>Table 4</u> .

Table 1 – System Milestones

Milestone Date	Total Node Quantity	Signify SKU Quantity	Signify SKU	Description
January 1, 2021	10,000	10,000	LLC729x	CityTouch Connector Node

Table 2 – Description of Selected Services				
	Service	Essential with Operations	Description	
Operations	1	Remote Monitoring	12 x / year	<p>Signify's Remote Operations Center will remotely connect to the customer's System to monitor the performance of the System. In case of a deviation from the expected performance, the observed issue will be logged. On a monthly basis, a report will be created with a summary of the Systems performance and the report will be posted on the Customer Portal (see item 8 below).</p> <p>In case of a critical incident, Signify will initiate a remote action to investigate the issue and notify the customer's representative. An incident is considered critical if more than 10% of the total number of lightpoints (LP) are not fully functional.</p>
	2	Remote Operations	Included	<p>When a performance deviation is observed via remote monitoring, Signify shall create an internal service ticket to initiate remote response. In case of deviation, Signify connects to the customer's System to identify the fault condition mode, analyze the potential root cause, and will initiate a corrective action to remotely resolve if possible. Where needed, the customer representative shall be notified of actionable incidents requiring their response for resolution.</p>
	3	System Optimization (remote)	1 x / year - during System Health Check (2 hrs / session)	<p>Initiated by a registered service ticket, Signify remotely adjusts the System configuration (lighting behaviors) in line with the customer's request and system capabilities. The optimization session shall be conducted during the scheduled remote based System Health Check (one time per year, max 2 hours/session). At completion, the System Health Check will be performed, and the customer will receive confirmation of the system elements changed. System optimization includes adjustments to schedules, dimming patterns, setpoints, user account additions / changes, grouping lightpoints or streets, commissioning additional lightpoints, updates of asset information, reconfiguring replacement luminaires and answering general system related questions.</p>
	4	Performance reporting	12 x / year	<p>Every month Signify will create a report with the performance of the system on uptime, faults observed and resolved, critical failures incidents and energy usage. The report will be posted on the Customer Portal.</p>
Preventive Maintenance	5	System health check (remote)	1 x /year	<p>Signify inspects remotely, one time per year, the status of the System, conditions of use, and incident history. At completion of this System Health-Check, the customer receives a status report of the System, together with a list of actions performed and recommended service activities for optimal system performance. All reporting shall be posted on the Customer Portal (see below).</p>

Corrective Maintenance	6	Helpdesk and Service Ticketing (within business hours)	Included – during business hours	Signify provides a helpdesk number and e-mail address to commence service requests. A service ticket is issued for scheduling remote activities, request for remote technical support, maintenance requests or calls for general information. Signify's helpdesk is available during standard business hours.
	7	Remote diagnostics and fault finding (within business hours)	12 x / year	When the Customer (City's representative) requires assistance and as initiated by a registered service ticket, Signify experts connect (online via the CityTouch cloud infrastructure and/or via phone with customer expert) to the customer's System. This service element includes assistance in the identification of the failure fault conditions mode, potential root cause analysis and an advice on resolution (to the extent this is possible remotely).
Training & Documentation	8	Customer Portal On-line Documentation	✓	Signify will provide the Customer with a password-protected web-based portal. In this portal, detailed system documentation, performance and health check reports and training materials on the system are available. Signify will store, update and preserve all the customer's system information in a secure way during the entire contract period.
	9	On Going User Training	1 x / year Remote web-training (2 hrs / session)	Signify trains the users of the system on fault finding, basic diagnostics, service installation and commissioning of the system. These sessions shall be provided, via remote web-training, one time annually (max 2 hours/ session) during the contract term. Training sessions are arranged in advance by the customer's registration of a Service Ticket request.

Table 3 – Service Assumptions

- (a) There are no material defects in any materials, equipment, tooling or accessories included in the System, not supplied by Signify or approved by Signify in writing.
- (b) The System has not been modified, altered or repaired by Customer or any third party without prior written consent of Signify.
- (c) There has not been any material failure or fluctuation of electric power or other adverse operational or environmental conditions affecting the System.
- (d) The lighting design and surrounding conditions affecting the System have not been materially changed since the Effective Date.
- (e) The System has at all times been operated with other software and/or hardware or accessories that were provided or approved by Signify.
- (f) In order for this scope to be possible, a commissioned CityTouch Connector Node with Software as a Service (not included in this estimate) must be installed, activated and associated within the CityTouch instance. Customer is responsible for providing said Citytouch Connected Node and SaaS under separate offer.
- (g) Nothing herein shall be deemed as amending, varying, or supplementing the terms of the Signify Standard Limited Warranty, which remains unchanged and in full force and effect in accordance with its terms.
- (h) All references to year means contract service year (i.e., each anniversary of the Commencement Date during the terms of this Agreement).

Table 4 – Other Terms & Conditions

- Equipment (including Node) cleaning is not included in any Service
- The scope of this service entitlement is limited to the remote based service activities outlined herein. Any additional services, future solution elements, features and the associated services, will be proposed under a separate offer.
- The Parties will mutually develop an operating procedure outlining the ways of working for coordinating performance of the Services.
- Modification to any existing condition may require an update to code adherence that is out of scope of the Services.

- Any Service allotment, which remains unused during each contract year shall be deemed forfeited.
- Existing programming, and parameters of the System shall be used. Requested adjustments to programming(s) of the Citytouch system shall be communicated to Signify in writing. When the program request exceeds the stated System Optimization service allotment, such adjustments will result in an additional service charge, which shall be quoted per the request for Customer authorization.
- Signify does not accept responsibility for the operation of third-party lighting fixtures or other equipment not provided by Signify.
- Signify is not responsible for any damage to the System caused by lightning strikes, inclement weather, or other conditions, developments, actions, or circumstances which are outside of Signify's control.
- Business hours are Monday through Friday, between the hours of 8AM to 5 PM CST, excepting any federal or bank holidays, and period between Christmas Day and New Year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Dates.

Signify North Americans Corporation

By: Michael L Manning

Printed Name

Title: VP General Counsel

DocuSigned by:
Michael L Manning
TECA3526AD77443...

Signature

City of Denton, Texas

Procurement and Compliance

By: Christa Christian

Printed Name

Title: Senior Buyer

DocuSigned by:
Christa Christian
6A8263DE08E4429...

Signature

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.

DocuSigned by:
Antonio Puente
E3760944C2BF4B6... ANTONIO PUENTE, JR

SIGNATURE PRINTED NAME

EXECUTIVE MANAGER OF UTILITIES

TITLE

ELECTRIC ADMINISTRATION

DEPARTMENT

Certificate Of Completion

Envelope Id: 108879275F134B49B4E940C8D58DFFAF	Status: Completed
Subject: Please DocuSign: Denton_Lifecycle Service Agreement_FINALforExecution_2021_0317.pdf, IN WITNESS...	
Source Envelope:	
Document Pages: 11	Signatures: 5
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Christa Christian
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Christa.Christian@cityofdenton.com
	IP Address: 198.49.140.104

Record Tracking

Status: Original	Holder: Christa Christian	Location: DocuSign
4/9/2021 9:49:19 AM	Christa.Christian@cityofdenton.com	

Signer Events

Christa Christian
 christa.christian@cityofdenton.com
 Senior Buyer
 City of Denton
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:


 6A8263DE08F4429...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.140.104

Timestamp

Sent: 4/9/2021 11:00:34 AM
 Viewed: 4/9/2021 11:00:41 AM
 Signed: 4/9/2021 11:01:01 AM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Antonio Puente
 Antonio.Puente@cityofdenton.com
 Exec Mgr of Utilities
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 E3760944C2BF4B5...
 Signature Adoption: Pre-selected Style
 Using IP Address: 174.197.67.61
 Signed using mobile

Sent: 4/9/2021 11:01:03 AM
 Viewed: 4/9/2021 11:02:40 AM
 Signed: 4/9/2021 11:03:49 AM

Electronic Record and Signature Disclosure: Accepted: 4/9/2021 11:02:40 AM ID: b1cfa382-d57d-4919-8b65-9be35a567537

Michael L Manning
 michael.l.manning@signify.com
 VP General Counsel
 Signify North America Corporation
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 1ECA5526AD77443...
 Signature Adoption: Pre-selected Style
 Using IP Address: 165.225.38.190

Sent: 4/19/2021 11:06:05 AM
 Resent: 4/23/2021 10:47:37 AM
 Viewed: 4/26/2021 12:27:45 PM
 Signed: 4/26/2021 12:28:08 PM

Electronic Record and Signature Disclosure: Accepted: 4/26/2021 12:27:45 PM ID: d2a190ea-b88d-4b6a-ae7f-c2f06da93a09

Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Contract Administrator
 City of Denton
 Security Level: Email, Account Authentication (None)

Completed
 Using IP Address: 198.49.140.104

Sent: 4/26/2021 12:28:09 PM
 Viewed: 4/27/2021 1:50:08 PM
 Signed: 4/27/2021 1:50:22 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Rubens Costa rubens.V.costa@signify.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/15/2021 10:13:13 AM ID: 97d1bda0-bd07-473a-bcf6-8456cb4bd420	COPIED	Sent: 4/19/2021 11:06:07 AM Viewed: 4/20/2021 9:37:58 AM
Sam Mall sam.mall@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/27/2021 1:50:24 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/9/2021 11:00:34 AM
Certified Delivered	Security Checked	4/27/2021 1:50:08 PM
Signing Complete	Security Checked	4/27/2021 1:50:22 PM
Completed	Security Checked	4/27/2021 1:50:24 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.