

Standard SaaS Support and Service Level Agreement (SLA)

April 2024

General

This Standard SaaS Support and Service Level Agreement (SLA) will be provided to all customers at no additional charge for all Atrius SaaS products and features.

Availability

Availability for Atrius SaaS products is as follows:

- Atrius Building Performance (Atrius Energy & Sustainability) will have an availability of 99.9%
- Atrius Enterprise Operations (Atrius Locator & Dimming products) will have an availability of 99.0%
- Atrius Wayfinder will have an availability of 99.9%

Availability is measured over each calendar month. It is calculated based on the number of minutes in the given month (for example, a 31-day month contains 44,640 minutes). Availability measurements exclude periods of planned outages and routine maintenance.

Submitting a Support Case

The customer will submit a support case via the appropriate email address or phone number below. Atrius support is available at the times listed below on weekdays, excluding US holidays, during business hours listed below, all times stated herein are US (New York) Eastern Standard Time (EST) or Eastern Daylight Time when applicable.

Product	Support Hours	Email Address	Phone Number
Atrius Building Performance	8:00 AM to 8:00 PM	support@atrius.com	(510)907-0400
Atrius Enterprise Operations	8:00 AM to 5:00 PM	support@atrius.com	(888)876-4020
Atrius Wayfinder	8:00 AM to 7:00 PM	help@atrius.com	(510)907-0400

The following information is required to be included in the support case:

- Customer name and contact information
- A detailed explanation of the issue
- Reproducible steps, if possible
- Store number, city, and state (Atrius Enterprise only)
- Software version number (Atrius Wayfinder only)

Support Case Classification and Actions

Support cases will be classified into the following 3 levels:

Level 1

Simple configuration changes or tasks within the product. Typically resolved by a one-time update or by performing a minor task that is not available to end users.

Actions taken:

- Customer submits support case per instructions above
- Atrius support representative responds via email for more information or notifying Customer of case resolution

Level 2

More complex issues within the product that may involve verifying behavior, troubleshooting data, or performing a complex task. May involve multiple correspondences.

Actions taken:

- Customer submits support case per instructions above
- Atrius support representative responds via email for more information or notifying Customer of case resolution
- Atrius support representative to provide regular updates via original support case ticket until notifying Customer of case resolution

Level 3

Business critical issues which are impacting critical operations. May involve data quality, accuracy, integration, network connectivity and/or production level outages. May involve multiple parties and several correspondences.

Actions taken:

- Customer submits support case per instructions above
- Atrius support representative responds via email and/or phone for more information or notifying Customer of case resolution
- If a call is necessary, Atrius support representative will suggest times and ask that Customer include all necessary stakeholders
- Atrius support representative to provide regular updates via original support case ticket until notifying Customer of case resolution

Support Response Times

Acuity Brands understands the importance of providing timely Support to each Customer. When a Support case is created, a Support Representative will use commercially reasonable efforts to call or email the User within one (1) business day and will use commercially reasonable efforts to rectify every issue in a timely fashion. Actual resolution time will depend on the severity of the case and the work required to resolve the case. A resolution may consist of providing additional documentation, customer training on use cases, product fix, product workaround or other solution determined by Acuity Brands. In all cases, Acuity Brands will provide status updates if the Support case cannot be resolved on the first response.

Acuity Brands is deemed to have responded when it has replied to the Customer's initial request. This may be in the form of an email or telephone call, to either provide a solution, an estimated resolution time, or request further information.

Exclusions

This SLA does not apply to:

- Any equipment, software, services, third party or otherwise, or any other parts of the System not listed above.
- Software, equipment or services not purchased via and managed by Acuity Brands.
- Software, equipment or services in preview, pre-release, beta or trial versions (as determined by Acuity Brands.)
- Additionally, this SLA does not apply when the problem results from:
 - a. Factors outside reasonable control of Acuity Brands (for example, large-scale internet outages, natural disasters, war, acts of terrorism, riots, government action)
 - b. Using equipment, software or service(s) in a way that is not specified in the Product documentation. Making changes to the configuration that is not approved by Acuity Brands.
 - c. Making changes to Customer operated equipment, network or non-Acuity supplied software.
 - d. Situations related to the customer's environment and beyond the control of Acuity Brands, such as electricity, network access and internet connectivity.
 - e. Not performing, or has prevented Acuity from performing where obligated, required maintenance and update tasks.
 - f. This SLA also does not apply if the client is in breach of its contract with Acuity for any reason (e.g. late payment of fees, improper use, violation of terms, etc.).

This SLA is intended to supplement the SaaS terms and not intended to diminish or alter any terms therein.