

Standard SaaS Support and Service Level Agreement (SLA)

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. Support is available on weekdays, excluding US holidays, during business hours of 8am to 5pm Pacific.

Uptime

All Atrius SaaS products will have guaranteed uptime of 99.9%. Uptime 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). Uptime measurements exclude periods of planned outages and routine maintenance.

Submitting a Support Case

Customer will submit a support case in the following manner:

For all Personal Wayfinder products, email help@atrius.com or call 510.907.0400 with the following information:

- Customer name and contact information
- A detailed explanation of the issue
- Reproducible steps, if possible
- Software version number
- Please note: support includes additional coverage between 00:00 and 07:00 UTC and 11:00 and 24:00 UTC on weekdays, excluding US holidays.

For all Building Insights products, email support@atrius.com or call 510.907.0400 with the following information:

- Customer name and contact information
- A detailed explanation of the issue
- Reproducible steps, if possible

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.
- Additionally, this SLA does not apply when the problem results from:
 - a. 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.
 - b. Making changes to Customer operated equipment, network or non-Acuity supplied software.
 - c. Not performing, or has prevented Acuity from performing where obligated, required maintenance and update tasks.

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.).