SERVICE PLAN:
Acuity Brands Technology Services, Inc., a member of the Acuity Brands group of companies ("Acuity Brands"), agrees to service the Acuity Brands' Equipment listed on the Service Plan Confirmation provided to customer (the "Equipment") in accordance with these Service Plan Terms and Conditions and the Acuity Brands' service plan purchased by the end user of the Equipment (indicated on the Service Plan Confirmation (the "Service Plan").

TERM:
The initial term of the Service Plan shall be as set forth in the Service Plan Confirmation (the "Initial Term"). The Initial Term of the Service Plan shall begin on the date that the Service Plan Confirmation is received by customer and any commissioning or start-up of the Equipment has been completed. The Initial Term shall be automatically extended for one year from year to year thereafter (each a "Renewal Term") unless, terminated by the mutual written consent of Acuity Brands and the customer, or by either Acuity Brands or the customer in writing at least thirty (30) days prior to the end of said Initial Term or any such Renewal Term. The Initial Term and the Renewal Term(s) are collectively referred to as the "Term." At least sixty (60) days prior to the end of the Initial Term and each Renewal Term services caused by, and shall be responsible for any change in pricing of the Service Plan during the applicable Renewal Term.

ON-SITE VISITS:
Customer hereby grants Acuity Brands reasonable access to the locations at which the Equipment is located for the performance of the Service Plan. Acuity Brands recognizes that all services must be done in compliance with Acuity Brands' safety procedures, which may include temporarily disabling or de-energizing the entire installation (and any other equipment connected to the controls system. Acuity Brands will respect the customer's confidentiality and will utilize job-specific information only as needed to complete the service visit. If customer cannot complete on-site visit with less than two (2) business days' notice prior to the scheduled on-site visit date, customer shall be charged for any expenses incurred (including, but not limited to, any travel expenses and field engineer time). If Acuity Brands is unable to complete the on-site visit due to customer's failure or inability to reschedule the on-site visit within the original thirty (30) days after the original proposed on-site visit date, Acuity Brands' obligations with respect to that on-site visit shall be considered to have been fulfilled and no refund for such on-site visit shall be due.

REMOTE SERVICES:
Customer acknowledges and agrees that Acuity Brands has a preference for remote services (e.g., via telephone or internet connection) whenever possible. Acuity Brands reserves the right to conduct any service remotely with this in mind. Customer also acknowledges and agrees that, through such remote services, Acuity Brands may need access to, to look at, to use, to obtain, and to transfer to and from Acuity Brands' customer's network and the Equipment (including without limitation, Customer's usage, the performance of, and any connection to Customer's systems), all of which Acuity Brands will only use for the purpose of providing the Service Plan to Customer and internally evaluating and improving Acuity Brands' provision of the Service Plan and the Equipment generally.

ADDITIONAL WORK:
During the Term of the Service Plan, customer may request that Acuity Brands perform services or provide materials which are not set forth in the Service Plan or included in the prices stated in the Statement of Limited Warranty For Services located at http://www.acuitybrands.com/resources/terms-and-conditions. Acuity Brands shall not be responsible for damages or errors in any Equipment for which customer has authorized any Additional Work or for services or materials which are other than Acuity Brands or where the Equipment has not been maintained in accordance with Acuity Brands' recommendations and/or has a pre-existing condition. In the event of such occurrence, and upon customer's request, Acuity Brands will inspect such Equipment and invoice customer, separate from any Service Plan, for costs incurred to repair or replace such Equipment in accordance with Acuity Brands’ then-current time and materials rates. Acuity Brands shall not be responsible for furnishing any parts or equipment that are incorrect, or an inadequate quantity of, Equipment was ordered or installed prior to commencement of the Service Plan. Labor costs to remove and reinstall components, fixtures, and/or other equipment located inside a customer's premises but whose removal will not require the customer to become non-revenue generates. All applicable taxes are not included. Activities reasonably specified by Acuity Brands. A remote service response satisfies Acuity Brands' obligations hereunder, even if Acuity Brands is unable to connect to the Customer's network, notwithstanding anything to the contrary set forth herein. If any amount due Acuity Brands is collected by or through an attorney, Acuity Brands shall be entitled to recover all costs of collection, including attorney fees, at a rate equal to 15% of the total principal and interest owed.

LIMITED WARRANTY:
The services performed by Acuity Brands pursuant to the Service Plan shall be warranted as set forth in the Statement of Limited Warranty For Services located at http://www.acuitybrands.com/resources/terms-and-conditions. Equipment covered by the Service Plan shall be warranted as set forth in the applicable Acuity Brands' published product warranty located at http://www.acuitybrands.com/resources/terms-and-conditions in an "as is" area of purchase of such Equipment.

LIMITATION OF LIABILITY:
IN NO EVENT WILL ACUITY BRANDS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, IN FURTHERANCE AND NOT IN LIMITATION, ANY OF SUCH DAMAGES. Acuity Brands, ITS AFFILIATES, SERVICE PROVIDERS OR LICENSORS BE LIABLE TO CUSTOMER FOR LOSS OF TIME, PROFITS OR REVENUES, LACK OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEM OR SERVICE, LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF INCOME, LOSS OF DATA, LOSS OF USE OF PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY BREACH OF WARRANTY OR OTHER OBLIGATION OF ACUITY BRANDS OR ANY AFFILIATE OF ACUITY BRANDS ON ANY AND ALL CLAIMS OF ANY KIND, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH, OR RESULTING FROM, ACUITY BRANDS' PERFORMANCE OF THE SERVICES, OR THE DELAY IN PERFORMANCE THEREOF, EVEN IF ACUITY BRANDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FORCible MAJORE:
Acuity Brands shall not be liable for damages that result from the performance of services that do not occur within customer's specified time frame for or for any delay in or default in performing services where occasioned by any cause beyond the control of Acuity Brands, including without limitation embargoes; shortages of labor, raw materials, or fuel; fires; floods; accidents; acts of war; or other similar causes.

TRANSFER:
Customer may transfer its rights or obligations under the Service Plan only upon providing written notice thereof to Acuity Brands. There is no fee for transfer of the Service Plan.

CHOICE OF LAW; CONSENT TO JURISDICTION:
These Service Plan Terms and Conditions shall be construed and interpreted in accordance with the laws of the State of Georgia, USA, without regard to such state's laws related to choice of law. Any State or Federal Court in Fulton County, Georgia shall have jurisdiction for the purpose of any suit or other proceeding arising out of the transactions under these Service Plan Terms and Conditions. The parties agree that this is a contract for services and is not subject to the uniform commercial code of any state.

GENERAL:
Unless otherwise specifically agreed in writing by an authorized representative of Acuity Brands, any different or additional terms and conditions proposed by any customer in a purchase order, response to a quotation or other proposal, are hereby rejected by Acuity Brands and shall not be incorporated into any order or other agreement for the provision of services by Acuity Brands. Customer's assent to these Service Plan Terms and Conditions shall be conclusively presumed from customer's acceptance of all or part of any services provided under the Service Plan. If an authorized representative of Acuity Brands has acknowledged a customer's order or proposal, and such acknowledgement is found to constitute an acceptance of an offer, such acceptance is expressly made conditional on customer's assent to these Service Plan Terms and Conditions, which shall form part of the acknowledgement, and acceptance by customer of any services provided under the Service Plan shall be deemed to constitute such assent. If any quotation or other document of Acuity Brands is deemed to constitute an offer to customer, customer's acceptance of such offer is limited to these Service Plan Terms and Conditions. These Service Plan Terms and Conditions constitute the entire agreement between Acuity Brands and customer, unless they are made part of a written agreement between Acuity Brands and customer. Custom, practice, or course of prior dealings between the parties and no usage of trade shall modify or otherwise affect these Service Plan Terms and Conditions. Acuity Brands objects to and rejects any terms and conditions accompanying purchase orders.

END-USER LICENSE:
Acuity Brands reserves the right to change these Service Plan Terms and Conditions at any time without notice.