



VergeSense Standard Support Service Level Agreement (SLA)

Version 1.4 — Updated November 19, 2025

This VergeSense Service Level Agreement ("SLA") is to be effective as of the date indicated on the associated Order Form ("Effective Date") between "VergeSense and Customer. This SLA governs the use of the VergeSense Service under the provisions of your Subscription Services Agreement or other written master services agreement with VergeSense, as applicable.

VergeSense is committed to make the Covered Services available and fully functioning with a Monthly Uptime Percentage and Data Availability as set forth below (the "Service Commitment"). Subject to the SLA Exclusions, if we do not meet the Service Commitment, you will be eligible to receive a Service Credit, as further described below.

DEFINITIONS

"Covered Services" means the VergeSense dashboard and API subject to the SLA Exclusions.

"Data Unavailability" means data is not available within the VergeSense platform after the events occurred.

"Downtime" means that one or more of the VergeSense Services is not running or cannot be used by end users.

"Monthly Subscription Fees" mean the yearly subscription fee divided by twelve.

"Service Credit" means an amount that may be credited back to an eligible account as a result of the Monthly Uptime Percentage not being met.

SERVICE LEVELS

Service Level	Measurement	Credit
Monthly uptime: 99.9% uptime of dashboard and API	"Monthly Uptime Percentage" is calculated by subtracting the number of minutes of unscheduled downtime in a calendar month as a result of a P1 classified incident from the number of minutes in a calendar month, divided by the number of minutes in a calendar month.	If the Monthly Uptime Percentage is less than 99.0%, Customer will be entitled to a credit equal to the Monthly Subscription Fees multiplied by the Monthly API Downtime Percentage.
Data availability: 95% of all data will be available within the VergeSense platform	"Data Availability" is measured on a monthly basis at the building level. "Monthly Data Availability Percentage" will be calculated as follows: hourly data signals, called "heartbeats," received from devices / number of expected hourly heartbeats from devices. The number of expected heartbeats is defined by the number of hours within set working hours under Building Settings (local time) for that space. See SLA exclusions list below for sensor level details.	If the Monthly Data Availability Percentage is less than 95%, Customer will be entitled to a credit equal to the Monthly Subscription Fees multiplied by the Monthly Data Availability Percentage. The time settings in building settings will be what is available to be credited.

Scheduled Maintenance: The Service Level measurements set forth above do not include any monthly Downtime or Data Unavailability caused by planned or scheduled maintenance. VergeSense will attempt to conduct planned or scheduled maintenance during off-peak hours and weekends on a best effort basis. VergeSense will provide notice to Customers at least 24 hours in advance of any planned or scheduled maintenance.

SLA Exclusions

This SLA and the Service Levels and credits set forth in this SLA do not apply to any performance issues or failure to meet any Service Level:

1. that resulted from any actions, inactions or errors of Customer or any third parties;
2. that resulted from Customer's equipment or third party equipment;
3. caused by factors outside of VergeSense's reasonable control, including, but not limited to:
 1. acts of God, acts of government, flood, fire, earthquakes, civil wars, acts of terror, strikes;
 2. computer, telecommunications, internet service provider, hosting facility, power systems unrest, denial of service attacks;
 3. outages of third party connections, platforms, APIs, hardware/software or data integrations (eg: Amazon Web Services outage; auth0 outage; etc);
 4. external network problems, such as poor local networking configuration (DHCP, Static IP, DNS Servers, Subnets, VLANs);
 5. local power or utilities outages that result in loss of device power;
 6. updates or changes to local networking configuration that would affect the pre-set networking template or environment set up during initial installation process;
 7. faulty network (cat5/6) cabling or wiring & general power source equipment (switches, power outlets, etc); and
 8. other problems inherent to the general use of the Internet and other public networks.

Additionally, this SLA excludes sensors that are not actively installed or mounted, and also excludes maintenance (including repair or replacement) of sensor batteries, unless such sensor batteries are expressly managed by VergeSense as identified in the applicable Order Form.

SERVICE COMMITMENTS AND SERVICE CREDITS

If the Covered Services fail to meet the Service Levels set forth in this SLA, Customer will be entitled to the credits set forth below, provided Customer has no overdue fees owed to VergeSense. The total credits for any given calendar month will not exceed 10% of the Monthly Subscription Fees.

Credits are not redeemable for cash, or a refund of any fees paid. Credits can only be applied towards future Order Forms or Subscription Renewals. Customer will not be entitled to a credit under this SLA if: (i) Customer is in breach of the VergeSense Standard Subscription Agreement Terms & Conditions or applicable Order Form; (ii) if Customer's account has been suspended or closed; or (iii) if Customer has reached any limits as defined in the applicable Order Form.

CREDIT REQUESTS AND PROCEDURES

VergeSense has no obligation to monitor the Covered Services, provide any Downtime reporting, or automatically issue any credits.

If Customer believes a credit is due under this SLA, Customer can initiate a claim by emailing finance@vergesense.com by the end of the following month after which the Monthly Data Availability Percentage was below 95.0% or Monthly Uptime Percentage was below 99.9%. The email must include:

- a subject line of "SLA - Request for Credit";
- the date(s) and time(s) of the service outages that caused the Monthly Data Availability; Percentage to be below 95.0% or Monthly Uptime Percentage to be below 99.9%;
- the VergeSense Service(s) that were affected; and
- listed buildings as showing in VergeSense's dashboard affected.

The request will be reviewed by VergeSense, and, once approved, credits will be applied to your account as per the details above.

If applicable, we will issue the Service Credit to within one billing cycle following the month in which the request is confirmed by us. Service Credit requests will not be considered if they are received outside the Credit Request Window. Service Credit requests will be promptly reviewed by VergeSense once submitted.

Customer Obligations: Customer will provide VergeSense with reasonable access to all necessary personnel to answer questions regarding Downtime reported by Customer or Credit Requests submitted by Customer. If VergeSense cannot identify the cause of any Downtime reported by Customer, Customer will provide additional information regarding the Downtime to assist VergeSense with identifying the cause of the Downtime.