


# Service Level Agreement (SLA)

 <b>Ivy.ai Service Level Agreement (SLA)</b>	Document No.	ITSM-00010	Rev:	5.0
	Owner/s:	Jackson McCullough, Director of Information		
	Approved by:	Mark McNasby, CEO		
	Issued:	2/2/16	Reviewed & Revised:	1/6/23
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## About our Services

Ivy.ai reinvents how universities communicate by providing a software as a service (SaaS) omnichannel communications platform and an AI (artificially intelligent) powered chatbot. Ivy.ai services help students with their most pressing questions, anytime, anywhere, and on any device. Ivy.ai enhances student services in universities, colleges, schools, and departments ranging from admissions, financial aid, enrollment management, career services, technical support, and others.

Ivy.ai is committed to providing our customers with world-class service and support. The following Ivy.ai Service Level Agreement (SLA) describes the Ivy.ai approach to customer service, support, and success.

## 1.0 Overview

All Ivy.ai services are continuously monitored and technical support services are available via the Ivy.ai Help Center 24/7/365. The Ivy.ai support team responds to tickets submitted in the Help Center during regular business hours: Monday through Friday, 08:00 a.m. to 5:00 p.m. Mountain Standard Time (MST), excluding federal holidays (USA).


In the unlikely event of an emergency escalation, the Ivy.ai customer success team and help desk can be contacted anytime via email ([support@ivy.ai](mailto:support@ivy.ai)). Support email is monitored for service escalations, 24/7/365, and ticketing for all issues is monitored during business hours via the Help Center built into the Ivy.ai admin console.

## 2.0 Policy

### 2.1 Service Level Agreement

This Service Level Agreement (“SLA”) forms part of the software as a service agreement between Ivy.ai and our customers (“Agreement”). Ivy.ai encourages customers to review the Ivy.ai SLA periodically to stay informed of any changes or updates. This SLA describes the levels of service availability and support that customers can expect to receive from Ivy.ai for the duration of paid-service orders and agreements.

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## 2.2 Definitions

The following terms in this SLA shall have the meanings specified below. Any terms not defined herein shall have the meaning attributed to them in paid-service orders and agreements. In this SLA the singular includes the plural and vice versa; the words "month", "year", and "quarter" mean a calendar month, calendar year, and calendar quarter, unless otherwise stated; and the word "including" (or any analogous word or phrase) means "including without limitation".

**Business Day:** 08:00 a.m. to 5:00 p.m., Mountain Standard Time (MST), not including Saturday, Sunday, or public holidays in the United States of America.

**Degraded Performance:** A lower quality of service as described in this SLA (e.g. temporarily broken, sporadic, or temporarily unavailable functionality).


**Downtime:** The period of time during which Ivy.ai services are wholly unavailable to customers, including maintenance occurring outside of maintenance windows for which less than 24 hours' notice was provided to affected Ivy.ai customers. However, downtime shall not include:

1. Scheduled Maintenance;
2. Degraded Performance;
3. Factors outside of Ivy.ai's control, including any Force Majeure Events;
4. Failures, acts, or omissions of Ivy.ai's upstream providers;
5. Failures of the internet;
6. Acts or omissions of Customer and its Users; and
7. Enforcement of Regulations.

**Help Center / Knowledge Base:** The Ivy.ai Help Center is a service and support tool, and knowledge base that provides answers to frequently asked questions about the Ivy.ai platform. Customers can submit tickets, view ticket status, and communicate with support staff directly in the Help Center. In addition, Ivy.ai's knowledge base includes video tutorials, articles, tips / best practices guides, workflows, user manuals, and other helpful information. The Help Center is continuously available (unless under maintenance) for customers and is embedded inside the Ivy.ai administrative portal.

**Maintenance Windows:** Monday through Friday, 4:00 a.m. to 6:00 a.m. MST and 12:00 a.m. (midnight) to 12:00 p.m. (noon) Sunday mornings.

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**Response Time:** A measurement of time elapsed between receiving a service alert and the time of commencing resolution work on the issue.

**Scheduled Maintenance:** Planned outages, either suspending service in full or in part, which Ivy.ai will endeavor to announce at least 5 days in advance and in any case will announce no later than 24 hours in advance, which will not exceed a reasonable period of time for the maintenance required and which, where possible, shall take place during maintenance windows.

**SLA Effective Date:** The project start date stated in paid-service orders and agreements or applicable statement of work, and the date this SLA becomes effective.

**Time to Resolution:** The period of time that elapses from the response time until the alert is resolved.

**Ticket:** An electronic request sent to Ivy.ai by customers (e.g. requesting a bug fix or solution to an incident).

**Uptime:** As calculated in accordance with this SLA.

## 3.0 SLA

### 3.1 SLA Effective Date and Term


This SLA will be effective from the project start date written into a signed service order agreement and will terminate without further notice and without the right to compensation or restitution upon the expiry or termination of the paid-service orders and agreements.

### 3.2 Availability / Service Commitment

Ivy.ai guarantees 99.8% uptime each month 24 hours a day 7 days a week (“Agreed Hours of Service”). All Ivy.ai services are monitored 24/7/365 to ensure optimal availability. Uptime is measured based on the monthly average of availability, rounded down to the nearest minute, and calculated as follows:

Uptime =	Agreed Hours of Service - Hours of Downtime	*100%
	Agreed Hours of Service	

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## 4.0 Customer Support

Ivy.ai knows that providing the best possible support to our customers is critical to making our customers successful. The information below describes our support processes and resources.

### 4.1 Contact Information

- **Help Center:** Built-in to the Ivy.ai Admin Portal
- **Email:** support@ivy.ai
- **Web:** <https://ivy.ai/>

### 4.2 Service Scope

This SLA applies only to Ivy.ai products and services described in paid-service orders and agreements or applicable statements of work. This SLA does not apply to any software, equipment, services, or other parts of an information technology system that are not purchased from or managed by Ivy.ai.


Ivy.ai will rectify material issues with Ivy.ai products and services, except where:

- The issue has been caused by customer's use of Ivy.ai products or services in a manner that is contrary to Ivy.ai training, knowledge base, or any other instruction issued by Ivy.ai;
- The customer has made unauthorized changes to the configuration or set-up of the affected product or services;
- The customer has prevented Ivy.ai from performing maintenance on products or services;
- The issue has been caused by third party products or external factors; or
- The issue has been caused by user(s), including by modifying part/s of the software or by adding, deleting, or assigning improper rights to users.

## 5.0 Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The information below describes Ivy.ai's resources and approach to service management.

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## 5.1 Ivy.ai's Storage & Infrastructure

Ivy.ai uses the Google Cloud Platform (GCP) to provide products and services via cloud-based application and storage hosting service. GCP offers the possibility to store a virtually unlimited amount of data with guaranteed data durability of 99.5% per regional zone.

Ivy.ai customers benefit from hosting resilience and persistence from Ivy.ai hosting configurations that use multiple GCP regional zones, with a guaranteed uptime of 99.99%. Any specific changes or standards to hosting configurations outside of the default Ivy.ai configuration must be specified in advance by customers and included in the applicable paid-service orders and agreements.


## 5.2 Problem Management

The Ivy.ai customer success team regularly analyzes all help desk tickets in order to identify trends. Tickets in high frequency are appropriately escalated following a formal problem management process and assigned to the corresponding severity/impact classification and resolution priorities. Based on these findings, support updates the knowledge base with information explaining the solution to "known errors".

In order to respond to FAQs and help Ivy.ai customers to resolve common problems without needing direct assistance from the Ivy.ai customer success team, Ivy.ai maintains the knowledge base on the Ivy.ai website. The Ivy.ai customer success team has defined four general types of FAQs:

- **Technical issues** are related to a particular incident, bug, or any other type of non-functioning of Ivy.ai products and services. Example: "A bot intent isn't properly displaying in the chat window."
- **User questions** arise from instances when the system fails to be self-explanatory. Ivy.ai invests considerable resources to prevent these questions and reduce the need for inconvenient useability to an absolute minimum. Example: "How do I debug an issue with a bot intent?"
- **Requests** are requests to change Ivy.ai products and services, features, or settings. Example: "Can you please set up a custom data report?"
- **Bot data/content questions** are related to the contents of Ivy.ai customer data itself. Customers are the creators and controllers of institutional and business data and are responsible for providing user support for these questions.

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Example: "The information regarding operating hours for the career services department has been changed."

## 5.3 Security

Ivy.ai provides products and services in accordance with all applicable information security and data protection standards. Policies including information on privacy, information security, and business continuity/disaster recovery are available upon request.

## 5.4 Backups

The Ivy.ai team secures backups of all data and code in the following manner:

- Incremental backups of all uploaded media on multiple backup servers (daily).
- Full backups of the database (hourly, retention of 7 days).
- Backups of the file database (monthly, on separate GCP servers).
- In the (unlikely) event of damage or outage at Ivy.ai's GCP regional zones, Ivy.ai will restore customer's data from the most recent backup. This will be treated as a Priority 1 incident.

## 5.5 Release Policy


Ivy.ai releases the products and services via an agile-continuous integration and continuous delivery approach. This means that whenever a new feature or release of Ivy.ai is ready, it can be deployed to the production clusters at any moment. The main application is typically released once a day. All perimeter applications are deployed to production continuously when a build is succeeded on the continuous integration servers. Urgent bug fixes that impact availability and critical features are applied immediately on production servers in accordance with the resolution time schedule.

## 5.6 Software Improvements

Ivy.ai will make available to customers new versions, releases, and updates to Ivy.ai products and services to resolve defects and/or errors, keep the products and services up to date with industry-standard developments, or otherwise improve (the operation or functionality of) Ivy.ai systems. These improvements may include bug fixes. Ivy.ai will only support the most recent version of Ivy.ai products and services and only will support compatibility with current releases of web-browsers, operating systems, and other third-party platforms needed to access Ivy.ai products, services, and systems.

New versions, releases, or updates will contain at least the level of functionality as set out in this SLA and as contained in the version or release of Ivy.ai products and services previously used by customers, and will not otherwise negatively impact

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customers' use of Ivy.ai products and services. Ivy.ai shall make reasonable efforts to ensure that when performing such actions, the impact on customers and its user(s) is limited.

## 6.0 Customer Support Availability

All services are continuously monitored and technical support services are available via the Ivy.ai Help Center 24/7/365. The Ivy.ai Support Team responds to tickets submitted in the Help Center during regular business hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. MST, excluding holidays (USA).

Additional on-demand support and training is provided via the Ivy.ai customer knowledge base.

## 7.0 Service Requests


Ivy.ai provides ongoing support to customers using approved service & support channels and knowledge base resources. In support of services outlined in the agreement, Ivy.ai will respond to service-related incidents and/or requests submitted by customers within the time-frames below.

### 7.1 Targeted Response and Resolution Time-frames

In the event of an alert, Ivy.ai 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 acknowledge receipt of a customer's request, provide a solution, or request further information.

Ivy.ai will make commercially reasonable efforts to resolve issues within the targeted response and resolution time-frames. The response time and resolution time may depend on the priority of the item(s) affected and the severity of the alert as set out in the schedule below.

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## 7.2 Ivy.ai Alert Types and Priority Levels

Alert Type	Issue Severity	Response Time	Resolution Time
<b>Escalation Alert</b>	Highly critical alert. Ivy.ai's products or services are not available for use or a significant proportion of the contracted functionalities are not available.	Within 1 hour	Within 4 hours, inclusive of the Escalation Alert Response Time.
<b>High Alert</b>	Critical alert. One or more elements of Ivy.ai's products or services critical to the functioning of a customer's business have ceased to respond completely or respond extremely slowly.	Within 24 hours	Within 24 hours, exclusive of the High Alert Response Time.
<b>Medium Alert</b>	Non-critical alert. One or more elements of Ivy.ai's products or services have ceased to respond completely or respond slowly, and a workaround is available.	Within 48 hours	Within 5 business days, exclusive of the Medium Alert Response Time.
<b>Low Alert</b>	Notification of minor issues that do not prohibit customers from utilizing Ivy.ai's products or services in any material way.	Within 48 hours	Within 14 Business days.


## 8.0 Responsibilities and Requirements

### Ivy.ai's responsibilities are:

1. To ensure the relevant products and services are available to customers in accordance with the uptime goals;
2. To respond to support requests within the timescales listed below;



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3. To take steps to escalate, diagnose, and resolve issues in an appropriate and timely manner, including the allocation of a sufficient number of skilled staff and the collection of necessary information; and
4. To maintain clear and timely communication with customers at all times.

## Customer responsibilities are:


1. To use the Ivy.ai products as intended under the paid-service orders and agreements;
2. To notify Ivy.ai of issues or problems in a timely manner and as thoroughly as is possible;
3. To cooperate with Ivy.ai in its efforts to escalate, diagnose, and resolve issues by providing timely and accurate responses to requests for information;
4. In case of a priority alert, ensure the availability of a sufficient number of skilled customer employees to cooperate with Ivy.ai;
5. Where applicable, to provide Ivy.ai with access to equipment, software, and services for the purposes of maintenance, updates, and fault prevention; and
6. To maintain staff with adequate information technology knowledge to fulfill these responsibilities.
7. Payment of all support costs at the agreed interval.
8. Reasonable availability of customer representative(s) when resolving a service-related incident or request.

## Updates to the SLA

This SLA may be updated at Ivy.ai's discretion, but only after providing thirty (30) days' notice, after which it shall be effective ("SLA Effective Date"). Such notice will be sufficient if provided to a user-designated as an administrator of the customer's product account either: (a) as a note on the screen presented immediately after completion of the log-in authentication credentials at the login screen, or (b) by email with read-receipt to the email address provided for the administrator(s) for customer's account.

If customers object to any such changes, the customer's sole recourse shall be to terminate the service order agreement. Continued use of Ivy.ai products and services following the SLA effective date of any update shall indicate the customer's acknowledgment of such update and agreement to be bound by the updated SLA. When Ivy.ai changes this SLA, the "updated" date below will be changed to reflect the publication date of the most recent version.

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\*Please note, in the event, this document is translated into any other languages, the English version shall be authoritative.