

SERVICE LEVEL AGREEMENT

This Exhibit covers the Service Levels to be followed and adhered with, in the course of the provision of the Platform by Kore.ai to Customer and supported through an independent support agreement. Any portions not specifically defined herein shall derive its definitions from the Agreement which has been executed between the parties.

For these Service Levels, specific requirements shall apply as applicable for any Platform which are provided on the Kore.ai hosted Cloud solution (“Cloud”).

Definitions of System Uptime & Availability

Capitalized terms not defined below will have the meaning set forth in the General Terms & Conditions to which this agreement is attached.

- a. “Excused Outage Minutes” means any Outages in a month resulting from any of following the conditions or events.
- i. Periods of scheduled or emergency maintenance activities or other scheduled periods during which the Platform will not be available;
 - ii. Customer-provided content, data or information (including without limitation Customer Data) or programming errors including, but not limited to, the installation or integration of such content, data, or information;
 - iii. System administration, commands or file transfers performed by Customer or its representatives;
 - iv. Customer-directed activities, denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties, and other force majeure items;
 - v. Lack of availability or untimely response time of Customer to respond to incidents that require its participation for source identification and/or resolution, including meeting Customer responsibilities for any prerequisite services;
 - vi. Customer’s breach of any of its material obligations under the terms;
 - vii. Any reported inability of the Customer to login to the Platform that is not verified by Kore.ai to be an Outage.
 - viii. Failure or inability of Customer’s or its affiliates’ network(s) to access the Platform.
- b. “Error” means a Platform function which does not operate in substantial conformance to Platform documentation or Bot Services specifications.
- c. “Kore.ai Application Monitoring Center” means any location from which Kore.ai will conduct Polling for the purpose of monitoring the availability of the Platform. The Kore.ai Application Monitoring Center records are the only source for measurement and determination of Outages.

- d. "Kore.ai Monitoring Interval" means a block of time of up to fifteen (15) minutes during which Polling for the purpose of determining an Outage is conducted. The Kore.ai Monitoring Intervals follow consecutively.
- e. "Monthly Availability Percentage" means the percentage that is calculated by dividing the total number of minutes in the applicable month minus the total unexcused Outage Minutes for that month by the total number of minutes in that month.
- f. "Outage" means the period (measured in minutes) during which it is not possible to login to, access, or use the Platform via the normal login screen through the Kore.ai Application Monitoring Center. A failure to complete the Platform login once within a Kore.ai Monitoring Interval will not constitute an Outage. An Outage is confirmed when concurrent login attempts from the Kore.ai Application Monitoring Center conducted for a minimum of fifteen (15) minutes fail. The Outage calculation begins from the first failed login attempt. The Outage will end when the first successful login following the Outage start time is reported by the Kore.ai Application Monitoring Center.
- g. **"Uptime SLA Target Percentage" is set for 99.98% uptime as measured per calendar month.**
- h. "Unexcused Outage Minutes" means the total of all Outages in a month, minus any Excused Outage Minutes.

Kore.ai Support Services Overview

Support Services will include:

- Provide 8x5 (only during business days) access to Kore.ai's Support Portal. No support on Saturday and Sunday and on public or national holidays.
- Provide error response and resolution support
- Provide patches corrections, enhancements, updates and releases to the Product(s) as made available by Kore.ai under Support Services.

Kore.ai will provide Customer's employee's access to its Support Portal, for product & technical support. Customer may contact Kore.ai's support team for such Support Services through the following means:

In-App: Using "Help" within the Kore.ai Customer application
E-mail: help@Kore.com
Website: <http://support.Kore.com>

Support Services shall be covering the features of the Platform as listed out in the release notes issued with each product release. Any error(s) which arise due to any reason, and not solely due to the features listed out in the release notes; including but not limited to customization error(s), configuration error(s) amongst others.

In case it is determined that the Error raised by the Customer is not a Platform Error, but a bot specific error, the same shall not be treated as a Platform Error and the ticket will be marked resolved immediately.

Responsibilities of Customer

1. **Kore.ai Responsibilities include**
 1. Resolution of any Platform.
 2. Adherence to the Service Levels in the course of such resolution, subject to fulfillment of Customer responsibilities.
2. **Customer Responsibilities include**
 1. Conduct preliminary investigations based on Kore.ai documentation, prior to raising any support ticket.
 2. Provide a detailed incident report at the time of raising of any support ticket.
 3. Providing timely, detailed and relevant responses to queries within which have been raised by Kore.ai Support Team.

4. Provision of appropriate point of contact across all streams; including but not limited to technical, infrastructure and third-party coordination team(s), and any other personnel as and where required for the timely resolution of all Errors.

Any failures to adhere to applicable Service Levels shall not be applicable in case of non-fulfillment of responsibilities by the Customer.

Definition of Support Severity and Response Times

Kore.ai will provide support services based on Error Reports logged by Customer in Kore.ai's Support Portal (following Customer's initial investigation and confirmation the Error is related to the Platform). Error Reports will be logged by Customer in accordance with the priority level definitions below. Kore.ai and Customer will work together to achieve consensus should there be any disagreement in assigned severities. Severities assigned to Error Reports may change with time if mutually agreed to by both parties. For example, an issue may be initially categorized as Severity Low and upon further investigation; it may be mutually concluded by Kore.ai and Customer that the issue should be reclassified as Severity Medium. Response and Target Resolution times for Errors will be measured from the time the Error Report is logged by Customer into Kore.ai's support portal. Error Report activity will subsequently be managed and tracked through the portal.

A "**Critical**" or "**Severity 1**" Error renders the Platform completely unusable or nearly unusable or introduces a high degree of operational risk. No Workaround is available. Until this Error is resolved, the Platform's use is essentially halted. A large number of users and/or core Platform functionality is severely impacted. Any Error which is faced in course of the usage of any functionality reserved or restricted for Administrator shall be excluded from the aforementioned definition.

A "**High**" or "**Severity 2**" Error renders one or more critical functionalities of the Platform are unavailable; however, the overall performance of the Platform Support is not impacted. Workarounds may be available but use of the Platform is degraded and causes continuing operational risk. A moderate number of users are significantly impacted, but overall the Platform continues to function.

A "**Medium**" or "**Severity 3**" Error is an inconvenience or causes inconsistent behavior, which does not impede the normal functioning of the Platform. It could be an Error that occurs inconsistently and affects nonessential functions or is an inconvenience which impacts a small number of users. It may also contain visual errors where the graphical display of the Platform is not ideal, but still functioning correctly.

A "**Low**" or "**Severity 4**" Error has a small degree of significance, or is a minor cosmetic issue, or is a "one off" case. A "one off" case occurs when the Error occurs infrequently and cannot be reproduced easily. These are Errors that do not impact the daily use of the Platform. A Low Error is something does not affect normal use, and can be accepted for a period of time, but user would eventually want changed.

Error Investigation & Reporting Procedures Definition of Support Severity and Response Times

In order, to correct an Error, an initial phase of investigation is necessary. When an error is reported by a user of the Platform, Customer shall first perform an initial investigation to ensure that the issue is not caused due to improper usage of the Platform, any dependency on Customer back-end systems, or due to third party applications being used by Customer. Once this process is completed and the Customer has reasonably investigated the issue and reasonably determined it is Platform related, the Error will be reported to the Kore.ai support team, via Kore.ai's Support Portal.

Customer must report Error(s) in sufficient detail to enable Kore.ai to identify the Error. Delays in supplying such information by Customer may impact the resolution timelines.

An initial report should include (but not limited to) the following, as applicable based on the nature of the Error:

- A general description of the Error and its characteristics
- The number of occurrences or frequency of the Error
- The exact text of any error messages reported by the Platform
- Screenshots if applicable
- The mobile device type and carrier
- Time of occurrence of the issue(s) (with time zone)

On receipt of the Error and initial investigation details from Customer, Kore.ai will begin diagnosing the Error and will assist Customer until: (i) the Error is resolved or a workaround is provided; (ii) is assigned back to Customer as a "Customer issue" if the Error is deemed to be Customers responsibility; or (iii) assigned to a Third-Party (e.g. Salesforce, JIRA (Atlassian), etc.) if the Error is deemed to be a Third Party's responsibility; or (iv) converted to bug or enhancement request. Kore.ai and Customer will work via mail during the investigation, such that the current status is visible to both parties. All Errors reported in the Kore.ai support portal will be responded to in accordance with the Severity level as described below.

Target Resolution Table

Cloud based solution

Target Resolution Times:

Severity	Initial Response	Workaround	Resolution
Critical (S1)	2 hours	2 business days	30 days
High (S2)	4 hours	5 business days	45 days
Medium (S3)	24 hours	NA	60 days
Low (S4)	48 hours	NA	Next Software Update

Initial Response – Defined as the first response which may be from a Kore.ai representative seeking details of the error and may seek additional information including but not limited to requesting errors screenshots via mail to understand the error in detail.

Work Around – Defined as a temporary fix or solution aimed at the restoration of Platform to applicable functionality.

Resolution – Defined as the final solution which rectifies the root cause of the error or issue raised.

Business day – Defined as any business day within normal working hours for Kore.ai, between 9 AM & 5 PM USA Eastern Time Zone.

Assumptions

- a. Kore.ai will make effort to achieve the target resolution time, however, the time needed to provide a correction may vary depending on the amount of coding and testing needed for the correction.
- b. Both parties may agree that due to technical dependencies and other factors, certain Errors classified as Medium and Low may be resolved in the next release rather than in a production patch. Customer acknowledges that Kore.ai does not and cannot guarantee that all Errors can or will be corrected.
- c. In the event the issue is with the underlying Device Manufacture's SDK and Kore.ai needs support from Native SDK (for e.g. Android, Apple) then this issue is driven by the timelines and SLAs the device manufacturer commits to.

Platform Support Services

- a. Kore.ai will revise the Platform documentation to reflect any corrections, enhancements or updates no later than the time of official releases of the Platform to Customers.
- b. General release schedule: General releases for the Platform(s) are planned once every quarter. Patches or fixes will be provided based on priority, either as a Platform update or as part of the next scheduled release.
- c. Kore.ai will post notices (new releases dates for Platform, new supported devices & OS's, exclusion of support for obsolete or older device OS's, etc.) on Kore.ai's support portal, along with regular announcements/ newsletters.

Exclusions

Kore.ai will have no obligation of any kind to provide Support Services of any kind for problems in the operation or performance of the Platforms to the extent caused by any of the following ("Excluded Error"):

For Cloud solution:

- Non-Kore.ai software or hardware products or use of the Platforms in conjunction therewith
- Modifications to the Platforms made by any party other than Kore.ai;
- Customer's or its users' use of the Platforms other than as authorized in this Agreement or as provided in the documentation; or

If Kore.ai determines that it is necessary to perform Support Services for a problem in the operation or performance of the Platforms that is caused by an Excluded Error, then Kore.ai will notify Customer thereof as soon as Kore.ai is aware of such Excluded Error and Kore.ai will have the right to invoice Customer at Kore.ai's then-current published time and materials rates for all such Support Services performed by Kore.ai.