Scolab

Service Level Agreement for the Buzzmath Application

This document sets forth the provisions for support services provided by Scolab Corp. ("**Scolab**") under the Buzzmath product license agreement (the "**Agreement**"). The applicable terms and conditions set out below form part of this Agreement.

1.　Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth next to their nomenclature.

1.1　"**Application**" refers to Scolab's proprietary software to which the Customer has access by virtue of the purchase of licenses;

1.2　"**Failure**" refers to instances where the operation or availability of the Application does not substantially conform to the functional specifications set forth in the documentation[1] made available to the Customer;

1.3　"**Users**" refer to persons who have been granted access to the Application via a valid and current license;

1.4　"**Support**" refers to the service provided by Scolab to ensure the availability and proper functioning of the Application during normal use by Users;

1.5　"**Response time**" refers to the time within which the support resource (or support system) shall provide the Customer with an initial technical response to a Customer-reported Failure.

1.6　"**Term**" refers to the term of the license obtained upon purchase.

2　Level of Service

2.1　Scolab's level of service consists of assistance provided to the Customer over the Internet or over the phone in connection with the use of the Application and to resolve any Failures that may occur within a current Term.

---

[1]

2.2   Service requests are tracked and managed through a call management system administered by Scolab's support center (hereinafter the "**Customer Support Portal**").

2.3   Support is available Mondays through Fridays during Scolab's regular business hours, excluding applicable Quebec holidays. The hours of service are described in **Appendix C** (hereinafter "**Service Hours**").

2.4   **Classification by priority level**. Scolab classifies Failures on the basis of the severity of their impact on the use of the Application according to the table in **Appendix B**. The Customer understands and agrees that the classification of the priority of requests will be determined by Scolab in its sole discretion.

3   Customer Obligations

3.1   **Support contact.** Each party that purchases Scolab licenses to distribute them to Users (hereinafter the "**Customer**") must identify three (3) contact people within its own team, a technical contact, a pedagogical contact, and a commercial contact. A single contact person may occupy one, two, or all three of the roles above. The Customer must have or must obtain the expertise and training necessary to diagnose and resolve problems with the collaboration of Scolab's personnel or any organization mandated by Scolab to provide customer service.

3.2   **Procedure to follow before requesting assistance.** Before requesting assistance from Scolab, the Customer should ideally comply with all published procedures on operating the Application and troubleshooting. If such efforts do not resolve the Failure, then the Customer shall promptly notify Scolab. However, before contacting Scolab for assistance, the Customer must ensure that the following conditions are met:

● To the extent possible, the alleged Failure is repeatable;
● The Customer's contact people possess technical knowledge of the Application and any other software or hardware systems involved, as well as knowledge of the facts and circumstances relating to the Failure;
● The Customer's contact people shall have unrestricted access to the entire hardware system in question, including all software and hardware components, during any communication with Scolab support personnel;
● If requested and required, the Customer shall make the technical contact person available to Scolab personnel during the Service Hours for Failures. Scolab reserves the right to suspend all work on any Failure during periods in which the Customer fails to provide access to a technical representative as required or to provide data necessary for the continuing resolution of the Failure.

3.3   **Making an appropriate service request.** The Customer shall at all times comply with the service request and escalation procedure as described in **Appendix B** using the access means described in **Appendix C**.

3.4   **Remote connection.** Where applicable, the Customer will cooperate with Scolab to allow Scolab to provide support by means of a remote connection using standard commercially available remote control software. The Customer shall be solely responsible for establishing and maintaining appropriate security safeguards to protect its own systems and data.

3.5   **Updates.** The Customer acknowledges and agrees that updates and improvements made to the Application by Scolab may, at Scolab's sole discretion, require additional training of the Customer's personnel. Such training shall be conducted in accordance with Article 5.

3.6   **Warning.** Scolab will not be responsible for providing support, updates, or any other support, maintenance, or servicing if one or more Failures occurs because the Customer:

a)   misuses, incorrectly uses, configures, modifies, or damages the Application;

b)   uses the Application with any hardware or software not recommended by Scolab;

c)   uses the Application at any unauthorized location;

d)   fails to install an update to the Application if that update could solve the problem;

e)   otherwise uses the Application in a manner that is inconsistent with any agreement the Customer has with Scolab.

4 Additional Professional Services

4.1 **Scope.** The Customer may purchase additional professional services for an additional fee. Fees for these additional services will be provided for in a statement of work signed by both parties. For clarity, if services are explicitly included in this service agreement, the services do not require a payment of additional fees. The following additional professional services are offered by Scolab

a) **Services on site.** The Customer may purchase on-site support services.
b) **Training.** The Customer may purchase training services with respect to the Application.
c) **Consulting.** The Customer may purchase consulting services related to Failures caused by problems that are not attributable to the Application.

4.2 **Reimbursement of expenses.** The Customer shall pay Scolab for all reasonable expenses incurred by Scolab, including lodging and travel expenses related to additional services requested by the Customer.

5 Level of Application Availability

This availability level clause is entered into by and between the parties listed, and is effective as of the effective date indicated on the quote, referral agreement, or other agreement referencing this service level addendum (the "**Referral Agreement**").

For the sake of clarity, the "Customer" refers to the specific entity listed on the Referral Agreement. Capitalized terms used but not defined herein shall have the meanings assigned to them elsewhere in the Referral Agreement.

If the Software license was purchased through a reseller, this service level addenda applies to the agreement between the reseller and the Software End User. For purposes of this service level Addendum, the Customer shall refer to the End User.

During the subscription Term established between the Customer and Scolab for using the Application, Scolab will do its best to achieve a monthly percentage of availability of at least 99% (hereinafter the "Targeted Availability") for any calendar month of the Term. If Scolab fails to maintain its Targeted Availability, the Customer will be eligible to receive the credits described below, provided the Customer's account with Scolab is current. These credits are the Customer's exclusive remedy (and Scolab's sole responsibility) for Scolab's failure to meet the Targeted Availability requirements. Scolab disclaims and the Customer explicitly waives any other recourse to this effect, of any nature whatsoever.

5.1 **Definitions.** The following definitions are relevant to the application of this section:

5.1.1 "**Downtime**" refers to the time during which any service can not be accessed or used by the customer, as monitored by the service provider.

5.1.2 "**Monthly Availability Percentage**" refers to the total number of minutes in a calendar month minus the number of downtime minutes experienced in a calendar month, divided by the total number of minutes in a calendar month.

5.1.3 The calculation of the monthly availability percentage can be determined specifically for one or more components of the application. A loss of availability of secondary components of the application can help qualify the actual impact of the loss of service availability.

5.1.4 "**Downtime Exclusion.**" For the purposes of calculating the monthly availability percentage, the following are not considered downtime:

a) unavailability of the service caused by additional maintenance of the platform used to provide access to the Application. Additional maintenance is usually conducted between midnight and 3:00 a.m. (Eastern Time). If such maintenance involves an outage of more than one hour (1h), Scolab will endeavour to provide advanced notice to the Customer's technical experts;

b) unavailability of the service caused by events beyond the direct control of Scolab or its subcontractor, including any force majeure event, failure or unavailability of the Customer's systems;

c) unavailability of the service caused by a global or regional failure of large-scale cloud infrastructures or telecommunication providers.

5.2 **Service credits.** Credits are issued as a credit note by Scolab when Scolab fails to deliver the Targeted Availability for a monthly period within a given Term. Upon approval of a request, Scolab will grant the Customer the credit determined according to the terms of the following table.

Percentage of monthly availability	Monthly service credit
<99% but >= 98%	5% of the fees for the monthly period of the Term
<98% but >= 97%	10% of the fees for the monthly period of the Term
<97%	15% of the fees for the monthly period of the Term

5.3 **Maximum credit.** If Scolab is unable to meet the Targeted Availability, the maximum credit available to the Customer may be up to 15% of the charges for the month in question. Any such credit will be applied to the subscription fee payable by the Customer for the next billing period's service. Credit will not be paid to the Customer as a refund. All credit requests will be subject to review and audit by Scolab and any decision regarding credits will be based on Scolab's measurement of its service performance. Decisions will be final.

5.4 **Claim procedure.** To receive service credit for Scolab's failure to meet its Targeted Availability during a monthly period, the Customer must submit a claim through the Customer Support Portal within one month of Scolab's failure to meet the Targeted Availability. The Customer must include the following information with the claim:

- the Customer's name and account number;
- the name of the Application (or service to which the complaint relates);
- the name, email address, and telephone number of the contact person designated by the Customer;
- information supporting each downtime request, including the date, time, and a description of the incident and affected service, all of which must be within the billing period for which the request is submitted.

Scolab

Appendix A: Submitting and Escalating Service Requests

Submitting a service request

1. A User or Customer representative may submit a service request by contacting Scolab's support team through one of the communication channels described in Appendix B. Service requests are formally dated and tracked by the support team.
2. Once a service request has been created, the Customer should ideally continue to communicate with the support team on a regular basis to help qualify the appropriate priority level and provide the necessary information for the resolution of the request.
3. Every important step in the resolution of the problem, either on the Customer's side or on the supplier's side, will be communicated by the support team by email and documented in Scolab's management tools.
4. A service request is considered resolved once a Customer confirms that they are satisfied or when a Customer completes communications with the support team and a reasonable amount of time has passed.

Escalating a service request

1. Depending on the situation, the Customer may request that their service request be escalated to a higher priority level. When there are appropriate grounds, moving service requests to higher priority levels helps Scolab ensure quality service.
2. The following conditions are considered appropriate for an escalation request:
   a. If the initial response time is not respected;
   b. If customers experience inappropriate communication or resolution delays during the resolution process;
   c. If the impact or severity of a problem worsens.
3. Scolab staff can also make a decision to escalate a service request. If the resolution time exceeds the time specified in Appendix B, the client will be notified of the change in status.

The priority levels are described in **Appendix B**.

Scolab

Appendix B: Priority Level Grid

The following table describes the priority levels used to qualify service requests based on the nature of the request.

Please note that response and resolution targets are determined in relation to Scolab's business hours.

Priority levels	1st level	2nd level	3rd level	Priority Discretionary
Descriptions	Initial priority level provided by the support team to resolve day-to-day issues without the involvement of technical teams.	Problems of a more technical nature or that are more complex to solve move to level 2 and receive the attention of a multidisciplinary team for triage and resolution.	Problems that affect a large number of users, that persist, or that have a major impact are brought to the attention of a manager and are given priority.	User requests and suggestions related to the improvement of the product, service or other types of assistance that are not necessarily related to the proper functioning of the service.
Responsible stakeholders	Support Team	Triage and diagnostic team	Management team and production teams	Multidisciplinary
Impact descriptions	Impact affects a very small number of users Users can continue to use the service despite minor inconveniences	Impact affects a large number of users in a facility or an entire class. Users encounter significant blockers that hinder the use of the service	Impacts the entire platform, a region, or a majority of users Users no longer have access to the service	No significant impact on users and the service is working properly
Examples of types of problems addressed	Lost password Finding documentation Activating an account Support for use	Unusual application behaviour Slowness of the application Error code Display problem Incorrect data	Service interruption Broken functionality Data integrity problem Safety issue Interoperability issue with school platforms	Spelling error in an activity Suggestion of a new feature Improvement of an activity Comment on the educational content
Response objectives	8 hours	4 hours	4 hours	Best effort
Resolution objectives	1 day	2 days	3 days	Best effort

Scolab

Appendix C: Access to Service and Support Teams

Opening hours

Scolab's hours of operation are Mondays through Fridays from 8:00 am to 5:00 pm Eastern Standard Time.

Application access

The application is only available online at the following address:

https://www.Buzzmath.com/

Access to the documentation

The relevant documentation is available on our showcase sites as well as on our *Customer Portal* at the following address:

- https://help.buzzmath.com

Access by service request form

A service request form is available online at the following address:

- https://www.buzzmath.com/en-us/contact-us/

Access by phone

Your can reach our support team by phone at the following numbers:

- USA, Canada, Mexico (Toll Free): 1 888-528-8878
- International: +1 514-528-8878

Please note that the support team is only available during Scolab's business hours.

Access by email

The support team can be reached by email at the following addresses:

- support@Buzzmath.com