

ATTACHMENT D MAINTENANCE AND SUPPORT

Maintenance and Support Purpose

Supplier shall provide Maintenance and Support Services (“M&S Services”) for the Services. This Attachment’s terms and conditions apply to global Services operations performed by Supplier. In the event of a conflict between any other terms of this Attachment and the Agreement, the Agreement shall prevail.

Avaya will be reselling the Supplier’s support service on Avaya paper. The Customer will call the Supplier directly for Supplier support. If the Customer calls Avaya Support for what is determined to be a Supplier issue, the Customer will be directed to call/email the Supplier direct.

The Customer will follow the terms included in the Suppliers Support Plan. The Suppliers Support plan will include but is not limited to “Tiers of Support” and “Service Level Objectives (SLOs)”. The current Supplier support plan is attached as Appendix I to Attachment D. (“Supplier Support Plan”). Supplier may modify its support plan provided that: (i) Supplier provides Avaya, its Distributors, and Customers with ninety (90) days prior written notice, and (ii) any such modifications do not materially impact the services described in Appendix I to Attachment D

A Customer may purchase an Avaya Cloud offering, Avaya Managed Service offering or a customized Avaya On-Premise offering where Avaya is the initial contact for any support request including requests related to the Supplier’s solution. In this case, if Avaya determines the request is related to the Supplier’s solution, Avaya will contact the Supplier for support on behalf of the Customer and perform a warm handoff to the Supplier for ongoing support on the request. For this purpose, the Supplier must provide Avaya with a method to contact the Supplier and perform the warm handoff for support requests. In offers where Avaya is triaging the call, an acknowledgement of ticket closure may be requested by Avaya.

1. Supplier Technical Support to Avaya

Supplier shall provide Avaya access to Technical Access Center (TAC) via Phone, Internet and email.

Suppliers Business hours are 8:00am – 8:00pm Pacific Time Time, Monday – Friday.

Severity 1 and Severity 2 troubles are handled via web or email as set forth below:

Web site: <https://praxisai.freshdesk.com>

Email: support@praxisai.freshdesk.com

If Avaya will contact Supplier’s Technical Assistance Center (TAC) for assistance for a Customer problem, Avaya will provide the Customer’s name and address, as well as any other information pertinent to the case under investigation.

Severity Level descriptions can be found in Suppliers Services Support Plan.

2. Avaya Support Obligations

2.1. Sale of Services. For Services subscription, the M&S Services to the Customer are included in the subscription pricing provided in Attachment C.

2.2. Invoicing and Payment (applies to this Attachment only.)

2.2.1 Initial term and/or Renewals. For Services subscription, M&S Services term is the same as the subscription term. The invoice and payment for this are covered in the main agreement.

2.2.2 Cancellations. In the event of a Customer cancellation of M&S Service agreement with Avaya or Avaya Distributor for Supplier’s supported Software, Avaya will have the ability to cancel associated M&S Services with Supplier upon thirty (30) days written notice without penalty. Any prepayments for M&S Services may be refunded or credited against future support purchases at Avaya’s option.

3. **Supplier Obligations**

3.1 Training. If requested, Supplier will provide a onetime product and post-sales support training for Avaya personnel with respect to each release of Product and/or Services listed in Attachment C (Pricing Section) as of the Effective Date, and all product and/or Services added thereafter during the Term and any Renewal Terms of the Agreement. Such training will be provided by Supplier free of charge in order to enable Avaya to provide implementation and M&S Services for the product and/or Services as described in this Attachment. This training will include solution design, implementation, and customer administration as appropriate.

3.2 Implementation and Training: Supplier will be performing implementation services. Avaya reserves the right to request implementation training at future date on a as need basis. Supplier will provide notification/formal Documentation to Avaya once the installation is complete. A formal document sent by Supplier must be signed by Avaya and Avaya Customer.

3.3 Technical Support Lab Software. If requested by Avaya, Supplier (at no cost to Avaya) shall provide Avaya access to the Software and/or Services, including all Updates and upgrades covered in this Agreement for use in support activities to replicate troubles. The Avaya access can be in the form of subscriptions, developer sandbox, or copies of the software.

3.4 Tools. If requested by Avaya, Supplier will provide Avaya with access to trouble shooting diagnostic tools that include bug toolkits, error message identification and command lookup tool.

3.5 Bug Reporting. Supplier will maintain an online problem report tracking system on a Supplier website, updating it daily (if required), reporting all known production bugs, errors, or other deficiencies in the Product and/or Services, the expected resolution or fix, as well as any available workaround.

3.6 Technical Support for Controlled Availability Sites. Intentionally left blank (ILB)

3.7 Tech Alerts, Updates, Services, Software and/or Hardware Correction Notices, Change Notices, Patches. Supplier will make available any technical documentation, software/firmware updates, software/firmware patches, fixes, etc. at no cost to Avaya via remote access to Supplier designated website which is updated daily.

3.7 Support Obligations. Supplier will perform all Supplier obligations for M&S Services as set forth in the Supplier Support Plan.

3.8 Pricing. Pricing will be as specified in Attachment C. Pricing will be for global coverage unless otherwise defined.

3.9 Web Access. Supplier shall provide Avaya unlimited access to Supplier's Support Center through Supplier's website.

3.10 Documentation

3.10.1. Supplier will provide Avaya with a reasonable number of soft copies of the Documentation (and any corrections, new versions or updates thereto).

3.11. Supplier Obligations upon Termination. For subscription services, in the event of termination of the Agreement, the supplier will support all Customers through their current subscription.

3.11.1 Post Agreement Termination Support Obligations. Once the subscription term with the Supplier ends, there is no post support requirement.

4. **Supported Products, Software and/or Services.**

4.1 Support Period. The support period for a subscription Services is the period of the subscription.

4.2 Service Level Agreement (SLA): Supplier SLAs for hosted cloud Services can be found in Appendix I to this Attachment D.

4.3 Service Level Objectives (SLOs). Supplier SLOs can be found in Attachment 1 to this Attachment D.

4.4 End-of-Sale (EOSL) and End of Support (EOSP). Supplier shall notify Avaya of discontinued Software and/or Services at least 12 months prior to announcing EOSL and EOSP date of a product (the "Pre-Notification Period"). During the Pre-Notification Period, Avaya may notify its Customers of the EOSL or EOSP so that they may make adequate preparations for replacement purchases and migration of internal networks, provided that notified Customers are under an obligation of confidentiality that covers such disclosure. During this 12-month period between the announcement and the EOSL Date, Avaya may continue to purchase Software and/or Services, provided that Avaya takes delivery of such Software and/or Services within ninety (90) days after the EOSP date.

4.5 Per Incident. Avaya and the Supplier may mutually agree to an optional time and materials M&S Services terms for any intended "end of sale" Software and/or Services or when Avaya announces to the

market its intent of “end of support”. The cost to Avaya shall not exceed Supplier’s then standard rates for time and materials M&S Services. If Supplier does not offer time and materials M&S Services, Avaya and Supplier will determine a reasonable rate based upon industry standards.

5. **Problem Report Status.** Upon request by Avaya, Supplier will provide a status update for any Problem logged for Avaya’s Customer, using the case number assigned to it by Supplier. For resolved Problems, the status update will include the case number, the closing resolution, the expected date a permanent solution will be implemented, and a description of any known workaround. For unresolved Problems, the status update will include the case number, a Problem resolution plan, and a description of any known workaround. A Problem will remain open until Avaya and/or Customer agree it can be closed. If a Root Cause Analysis (RCA) assessment is requested by Avaya, the Supplier will acknowledge receipt of the request within 4 business hours. The average expected RCA assessment completion date is between 2 to 5 business days.

6. Escalation

6.1. Escalation Support. Supplier will follow problem escalation procedures per Supplier Support Plan. Table 2 below provides Avaya’s expectation of escalation procedures and may be used by Avaya for escalation purposes. Escalation contact information will be maintained in separate Operation Support Document, as defined in Section 8.

Table 1: Escalation/Notification Matrix.

Owner to be Notified	Contact Info	Major	Minor
Praxis AI Support	support@Praxis-AI.freshdesk.com	Immediate	Immediate
Tier 2 Support	tier2@Praxis-AI.com	Immediate	Immediate
Ian Hendershot	ian@Praxis-AI.com	24 hours	24 hours
Alex Feltus	alex@Praxis-AI.com	30 days	30 days
David Clarke	david@Praxis-AI.com	30 days	30 days

7. Corrective Action Plan (CAP)

If Supplier fails to satisfactorily meet the response or escalation times as described in Section 5 and 6 and in the Supplier Support Plan, as reasonably determined by Avaya, will result in the following actions. Both parties will develop a Corrective Action Plan within two (2) business days. The CAP will be reviewed on a weekly basis to determine if the cause of such failure has been corrected by Supplier as established in the CAP. Weekly reviews will continue until the parties agree that the root cause on the non-performance has been determined and corrected by Supplier.

7.1 Customer specific Service Level Agreements (SLAs) and/or Service Level Objectives (SLOs) with penalties for non-performance may be required from time to time that exceed those described above. In this event, Supplier will negotiate in good faith to develop mutually agreed to terms that meet the Customer’s requirements.

7.2 Supplier’s repetitive failure to meet the response and/ or restore times for Outages, Majors , or Chronic Incidents, or Supplier’s failure to meet the Service Levels set forth in a mutually agreed upon Statement of Work, shall be considered an uncured material breach for which Avaya may terminate the Agreement as set forth in Section 5.2.2 of the Agreement.

8. Operation Support Document. All functions requiring more operational definition and of a fluid nature (subject to change) shall be committed to a mutually developed Operation Support Document to be defined and agreed upon by both Supplier and Avaya within seventy five (75) days of execution of this M&S Services Attachment. The Operation Support Document shall be reviewed approximately every six (6) months, unless both parties agree no changes are required. Any changes to the document will be mutually agreed upon before publishing of the modified document.

Appendix I to Attachment D Supplier Support Plan

1. OVERVIEW

This Service Level Agreement ("SLA") details the terms for service to be provided by Praxis AI ("Service"). It specifically addresses service level definitions, measurements, and minimum service standards that will be in effect for the Service. This SLA applies strictly to support for the Praxis AI Services and the Praxis AI System.

2. SERVICE AVAILABILITY

2.1. Praxis AI Hosted Service Availability Definition

Service Availability means the amount of time (excluding scheduled maintenance downtime) the Service is available and capable of receiving, processing, and responding to requests.

2.2. Praxis AI Hosted Service Availability Measurement

Non-availability is the amount of time the Service is neither available nor capable of receiving, processing and responding to incoming transactions from the requesting entity.

Service Availability for a given month is calculated as a percentage equal to $[(\# \text{ of minutes the Service is available in the month} - \text{number of minutes of scheduled downtime during the month}) / (\text{total number of minutes in the month} - \text{number of minutes of scheduled downtime during the month})]$.

2.3. Minimum Praxis AI Hosted Service Availability Requirement

Praxis AI will use reasonable efforts to provide Service Availability of ninety nine percent (99%) on a monthly basis. If more than five percent (5%) of Authorized Users are impacted (unable to log in due to fault of Praxis AI) in any one day due to failure of Praxis AI to meet this Service Availability level, Praxis AI will provide a credit to Client based on the prorated percent of course subscription fees affected by such failure ("Service Credit"). The Service Credit will be calculated for any one day as the number of Authorized Users impacted times the price per student-course divided by the number of days in a session. For example, if 100 Authorized Users are impacted for 2 days of a 10-week session and the price per student-course is \$75, the Service Credit will be \$214.

2.4. Praxis AI Hosted Service Scheduled Down Time Definition

There will be a monthly scheduled down time period to perform system maintenance, backup and upgrade functions for the Service. This period will not exceed ten (10) hours per month and will normally be scheduled from Sunday after 12:01am Pacific Time through Sunday 7:00am Pacific Time. Any outages planned outside of this window, will be communicated ninety-six (96) hours in advance to Client by email. If a longer downtime window is required, Client will be notified in advance using the same mechanism.

Praxis AI retains the right to shut down, reboot, modify or fix servers at any time if it is deemed necessary to prevent security breaches or operational failures (including, but not limited to viruses, worms, date bombs, time bombs or denial of service attacks). This may require loss of access to the system for a period of time, but such protective action shall constitute scheduled down time, and Client will be notified immediately.

2.5. Praxis AI Hosted Service Scheduled Down Time Measurement

The measurement for scheduled down time for the Service is the time elapsed from when the Service is not available to perform operations to when the Service becomes available to perform operations based on the scheduled down time. System logs will indicate scheduled system down time and will be used to track outages.

2.6. Praxis AI Hosted Service Minimum Scheduled Down Time Requirement

Scheduled down times will begin and end within the scheduled period at least ninety percent (90%) of the time.

3. CUSTOMER & SERVICE SUPPORT

Praxis AI will provide customer and service support to Client as described below.

3.1. Availability

Support will be provided in accordance with the Client Agreement to which this SLA is attached and shall be available to accept and respond to calls from authorized Client Support personnel (First Level Support) Support, 24 hours a day, 7 days a week. Client Authorized Users may be escalated to Praxis AI Support (Second Level Support) for issues not resolved by Client Support personnel at any time.

- a. Authorized Client First Level Support personnel will be trained in the operation of the Praxis AI Services and Praxis AI System and trained to be capable of diagnosing and resolving connectivity issues associated with the student's computer configuration and operating environments including such items as browser configuration, firewall and proxy server setting, and Citrix installation. At no additional cost, Praxis AI will provide remote initial training for up to five (5) Client personnel who must have basic familiarity with networking and Internet browser configuration.
- b. Emergency support is available 24 hours a day, 7 days a week for Severity 1 and Severity 2 issues only (as defined in Section 3.2 below).
- c. Email support is available 24 hours a day, 7 days a week for support at all Severity levels. Requests received via Email are responded to according to the Severity Matrix below.
- d. All support is in the English language only.

3.2. Severity Matrix

Severity Level	Description	Update Response Time*	Diagnosis Status*	Update communication *
1	A problem or event that significantly impairs the usability of the Praxis AI Services and Praxis AI System for multiple users, including but not limited to: Outages, termination of user progress for an entire company(s), or significant missing elements in the Praxis AI Services or Praxis AI System	30 minutes	4 hours	Every 8 hours
2	A problem or event that interrupts user progress but does not terminate it for an entire company. Technical inaccuracies affecting a single component of the Praxis AI Services or Praxis AI System.	4 hours	24 hours	Daily
3	A problem or event that affects a single Authorized User but is not subjective in nature.	1 day	3 days	Weekly

4	A subjective concern or annoyance for the Authorized User.	2 days	3 days	Upon evaluation of suggestion
---	--	--------	--------	-------------------------------

*Time frames for the above matrix are for calls received during live end user support hours.

3.3. Problem Resolution Response Effort

Praxis AI will provide problem resolution upon notification by Client or upon self-determination as follows:

Severity 1: Praxis AI will assign sufficient resources to diagnose, and if the issues are within Praxis AI's control, resolve the problems as quickly as possible with the goal of maintaining the service levels agreed to in this SLA. For Severity 1 problems, Praxis AI will use continuous effort to resolve the problem until an official fix is installed and tested and the Service is back to normal operations, or until the issue has been diagnosed as being in a component outside of Praxis AI's control. Severity 1 problems will be continuously monitored, and Client will be notified of the status through phone or email on a daily basis.

Severity 2: Praxis AI will assign sufficient resources to diagnose and, if the issue is within Praxis AI's control, fix the problem as quickly as possible with the goal of maintaining the service levels agreed to in this SLA. Praxis AI will communicate these corrective actions and resolution timeframes to Client through phone or email on a weekly basis to the Partner Manager(s) identified pursuant to Section 3.4 in the Agreement.

Severity 3: Praxis AI will assign sufficient resources to diagnose and, if the issue is within Praxis AI's control, fix the problem as quickly as possible with the goal of maintaining the service levels agreed to in this SLA. Praxis AI will communicate these corrective actions and resolution timeframes to Client through phone or email on a weekly basis.

Severity 4: Praxis AI will assign sufficient resources to evaluate the feasibility of enhancing the product, with the goal of maintaining the service levels agreed to in this SLA. Praxis AI will communicate disposition of the issue to Client through phone or email.

Notification of Change:

In the event business conditions change, Praxis AI reserves the right to change the service levels to match business conditions. If any changes are necessary, Praxis AI must get Client's written approval and a thirty (30) day notification will be given to the Client. If such changes are not acceptable to Client, the parties will work in good faith for mutually acceptable change to the SLA.