



Service Level Agreement

This Service Level Agreement (this “**SLA**”) is a part of the Master Subscription Agreement or other agreement executed between the parties (in either case, the “**MSA**”), pursuant to which Apollo Education Systems, Inc. (“**APOLLO**,” “**us**,” or “**our**”) makes available its Student Relationship Platform (the “**APOLLO Product**”) to its customers, including states, K-12 school districts, private schools, and charter schools (collectively, “**Customers**”). All capitalized terms used but not defined in this SLA shall have the meanings set forth in the MSA.

Service Availability and Monthly Uptime

The Core Service (as defined below) shall be available:

- no less than **99.9%** of the time from 7:00 a.m. to 4:00 p.m. in the Customer’s local time zone (“**Business Hours**”), Monday through Friday (excluding holidays), measured monthly; and
- no less than **99.5%** of the time, seven (7) days per week, 365 days per year, excluding Planned Maintenance (as defined below) outside of Business Hours.

“**Core Service**” means the APOLLO Product and excludes, without limitation: (a) the API; (b) add-ons, apps, and/or Third-Party Software and Third-Party Modules integrated or otherwise interfaced with the Core Service, whether developed by APOLLO or a third party; and (c) any products or features identified as trial, pre-release, pilot, alpha, beta or similar. APOLLO shall provide aggregate service availability from its status page, excluding maintenance. Notwithstanding anything herein to the contrary, the Customer is not entitled to Service Credits defined in this SLA for APOLLO’S failure to meet the service commitment outside Business Hours.

Planned Maintenance

APOLLO shall use commercially reasonable efforts to make the APOLLO Product available to the Customer at all times during the Subscription Term, subject to Planned Maintenance and any events or circumstances beyond APOLLO’S reasonable control. APOLLO shall provide the Customer with advance notice of Planned Maintenance that may result in downtime or disruption to the APOLLO Product.

“**Planned Maintenance**” means any periodic release of software during Business Hours, provided APOLLO provides the Customer at least three (3) days’ advance notice of such maintenance, or occurring outside Business Hours. Planned Maintenance is typically scheduled to occur between 8 p.m. and 4 a.m. Pacific Time, Monday through Friday, or on weekends or holidays. The APOLLO Product may be unavailable during the Planned Maintenance. APOLLO shall use commercially reasonable efforts to communicate any planned downtime when Planned Maintenance is scheduled for a weekend or holiday.

Support Services

APOLLO shall provide Support Services to the Customer during the Term and according to the terms and conditions outlined in this SLA. Such services may include periodic updates and upgrades to the APOLLO Product software platform, hosting services, and technical support.

Support channels available to Customer include:

- **Email:** The APOLLO support team can be contacted at care@apollok12.com.
- **Telephone:** Telephone support is available during Business Hours by contacting the APOLLO support team at **(949) 784-0000**.
- **Online Support:** Users can open a ticket or look for answers in the APOLLO Product knowledge base.



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- **Training:** Training on the proper use of the APOLLO Product may be provided by APOLLO to our Customers in person, in a group setting, online, web training, or in a self-guided computer-based training format.
- **Training Materials:** Training and support materials are made available by APOLLO employees or from services connected to the APOLLO Product.

Incidents and Response Times

The Customer may report Incidents to APOLLO through email, or by telephone, chat, or online support. **“Incident”** means any event which is not part of the standard operation of the APOLLO Product and which causes, or may cause, an interruption or reduction in the quality of the APOLLO Product.

APOLLO shall define the severity classification of the reported Incident and shall respond to the Incident according to the response time outlined in the table below:

Severity	Level	Description	Initial Response Time	Follow Up
Critical	1	<ul style="list-style-type: none"> • Service is completely unavailable or sufficiently degraded to be considered inoperational by a reasonable person, defined as “Service Unavailable.” • No workaround is available. 	30 minutes	2 hours
Major	2	<ul style="list-style-type: none"> • Services are partially unavailable or degraded. • The Incident has a moderate impact on the Customer’s business. • Material defect impacts a large population of users or functionality. • A workaround is available but not easily implementable. 	2 Hours	4 Hours
Moderate	3	<ul style="list-style-type: none"> • Incident results in minor performance issues. • Defect impacts some users or functionality. • A reasonable workaround is available. 	4 Hours	48 Hours
Minor	4	<ul style="list-style-type: none"> • The Incident has a low impact on the Customer’s business. • Defect impacts a small subset of users under specific circumstances. • A workaround is available and easily implementable. 	Within 48 hours	Weekly

- **“Initial Response Time”** means the period between when a Customer reports an Incident and when APOLLO acknowledges such Incident on a status page, the APOLLO Product, or by sending the Customer an email by any APOLLO employee.
- **“Follow Up”** means the period between when APOLLO acknowledges the Incident and when APOLLO publishes additional information about the Incident on a status page, the APOLLO Product, or by sending the Customer an email.



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- **“Fix”** means any update to the APOLLO Product as developed and released by APOLLO, at its discretion, to address Incidents.

For a **“Critical, Severity Level 1”** Incident, APOLLO personnel shall work on a Fix twenty-four (24) hours per day, seven (7) days per week, until such Incident is resolved. APOLLO shall send Customer a status report and/or publish updates on a status page, by email, or by any other method designated for such purpose every two (2) hours during Business Hours following the initial report of the Incident.

APOLLO must be able to reproduce a reported Incident to attempt to resolve it. The Customer shall cooperate and work closely with APOLLO personnel to reproduce the Incident, including conducting diagnostic or troubleshooting activities as requested and appropriate. Subject to Customer’s approval, APOLLO may seek access to User accounts, computers, and/or networks for troubleshooting.

Availability Measurement and Calculation of Service Credits

Following a Critical, Severity Level 1 Incident, APOLLO shall measure the Service Unavailable time and impacted Customers shall be entitled to Service Credits as calculated in accordance with the terms below.

“Service Unavailable” means a period of time during Business Hours in excess of ten (10) minutes during which a Critical, Severity Level 1 Incident occurred; *provided, however*, that Service Unavailable time shall exclude the unavailability of APOLLO Product for any period of time resulting from any of the following scenarios:

- *Planned Maintenance.* The Service was unavailable due to Planned Maintenance, and the downtime did not impact Business Hours.
- *Force Majeure.* The Service was unavailable due to an incident that was not within the control of APOLLO, including unavailability caused by acts of God, acts of government, insurrection, war, riot, labor strikes, industrial disturbances, global health emergency, disease outbreak, explosion, nuclear Incident, fire, flood, earthquake, global pandemic, unavailability of telecommunications and internet service due to the general unavailability of telecommunication or internet service provider’s systems or other catastrophic event beyond the reasonable control of APOLLO.
- *Miscellaneous.* The Service was unavailable (a) while the Customer is in breach of the Agreement; (b) resulting from the Customer’s or a third party’s software, network, links, products, services, apps, integrations, hardware, or other equipment; (c) resulting from Customer’s or anyone on its behalf use of the Service in violation or in a manner not authorized in the Agreement; or (d) resulting from a Distributed Denial of Service (DdoS) attacks and/or other unlawful activity.

“Service Credits” means that percentage of fees set forth under “Credit Percentage” below that shall be credited to Customer if the corresponding “Percent Available” is met.

Percent Available	Credit Percentage
Less than 99.0% to 98%	5%
Less than 98% to 95%	8%
Less than 95% to 90%	10%
Less than 90%	20%

The **“Percent Available”** shall be calculated by deducting the Total Service Unavailable Minutes from the Total Service Available



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Minutes, divided by the Total Service Available Minutes. “**Total Service Unavailable Minutes**” is equal to the sum of the minutes during Business Hours for each Service Unavailable Incident within a calendar month. “**Total Service Available Minutes**” is equal to the sum of the number of business days (excluding holidays) in the calendar month multiplied by the Business Hours during that month.

Service Credit Terms

The number of Service Credits granted to the impacted Customer shall be calculated by multiplying the applicable credit percentage as shown in the table above by 1/12 of the annual fees payable by Customer to APOLLO.

The Service Credits shall apply only against the Customer’s future payment obligations under an Order Form. A Customer shall not be entitled to a refund of any monies previously remitted to APOLLO to satisfy Service Credits.

To receive a Service Credit, the Customer shall submit to APOLLO a detailed Service Credit request by emailing support@apollok12.com within sixty (60) days following the Critical, Severity Level 1 Incident. The Customer’s failure to provide a Service Credit request within this timeframe shall disqualify the Customer from receiving a Service Credit in connection with the Critical, Severity Level 1 Incident.

The aggregate number of Service Credits to be issued by APOLLO to the Customer in a single calendar month shall not exceed one-twelfth (1/12) of the annual fees invoiced for the Service, excluding Professional Services or one-time fees not associated with ongoing software use, during each contract year of the Term.

Exclusive Remedies

Notwithstanding anything agreement between the parties to the contrary, the award of Service Credits as set forth herein shall be the Customer’s sole and exclusive remedy for (a) any failure by APOLLO to meet its response time obligations, both the Initial Response Time and Follow Up, under this SLA, and (b) any Incident associated with the Service.

Disaster Recovery

APOLLO shall implement industry-standard measures to maintain secure and nightly full data backups of the Service. APOLLO’S Recovery Point Objective (“**RPO**”) is twenty-four (24) hours. The twenty-four (24)-hour RPO means that data is expected to be restored to a point not more than twenty-four (24) hours from the time of the last full data backup. RPO shall have no impact on Service Credits.

General Provisions

This SLA sets out the entire agreement between APOLLO and the Customer concerning the APOLLO Product service commitments and supersedes all prior agreements and understandings, whether written or oral. APOLLO may amend this SLA from time to time, provided that APOLLO shall notify the Customer of any changes.