

EXHIBIT A

KORE.AI GENERAL TERMS & CONDITIONS

These General Terms & Conditions are entered between the parties listed out in the Cover Sheet.

1. DEFINITIONS

- 1.1 **"Administrator"** means specific Customer employee with administrator rights on the Kore.ai Platform.
- 1.2 **"Authorized User"** or **"User"** means any person who is using the Platform on behalf of the Customer.
- 1.3 **"Bot"** or **"VA"** is defined as: a) A collection of tasks/intents for a single domain; b) It can be internal facing and/or external facing, performing the defined set of tasks/intents; c) Access across multiple domains shall be treated as multiple bots. For example: tasks related to HR is one Assistant, and tasks relating to IT Help Desk is a second domain/Assistant.
- 1.4 **"Bot Developer"** means specific Customer employee with bot development access and/or rights on the Kore.ai Platform.
- 1.5 **"Customer Data"** means any and all data and/or information, input or submitted by Customer or Authorized Users into the Platform as well as any and all data and/or information collected from Customer or Authorized Users by Kore.ai, in connection, with their use of the Platform.
- 1.6 **"Fees"** means the fees described in the applicable Order Form.
- 1.7 **"Intellectual Property Rights"** means all intellectual property rights including, without limitation, patent applications and disclosures, copyrights, trade secrets, moral rights, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.
- 1.8 **"Platform"** means the Kore.ai proprietary chatbot platform offered, any associated documentation, guidance or assistance by any Kore.ai representative and/or any and all information which is accessed by the Customer and/or User in course of these General Terms & Conditions. The Platform hosts Customer Data input or any input submitted by Authorized Users in accordance with this Agreement.
- 1.9 **"Session"** begins upon the initiation of a conversation between the Bot/VA and the end User, via any channel, and shall terminate upon fifteen (15) minutes of Inactivity from the end User. A new Session shall start if the end User restarts the conversation after completion of the fifteen (15) minute Inactivity period. Inactivity shall be defined as the period from which there is an absence of any meaningful or comprehensible input from the end User.
- 1.10 **"Third Party Software"** means any software which is provided by Customer for use by Kore.ai in course of the performance of services under the Order Form.
- 1.11 **"Unauthorized Access"** means any access which is not permitted or authorized under this Agreement or Order Form.

2. PLATFORM LICENSE

- 2.1 License. Kore.ai shall provide Customer with a license to use the Platform in accordance with the terms and conditions of this Agreement. The license provided shall be used solely for Customer's business purpose(s), as mutually agreed between the parties, and shall be limited in accordance with details provided in this Agreement.
- 2.2 Restrictions. Customer will not interfere with or disrupt the Platform or access any systems or networks connected to the Platform (except as required to access and use the Platform). Customer will not allow access to or use of the Platform by anyone other than Authorized Users. Customer will not: (a) copy, modify or distribute any portion of the Platform; (b) rent, lease, or provide access to the Platform on a time-share or service bureau basis; or (c) transfer any of its rights hereunder to any third party.

3. CUSTOMER OBLIGATIONS AND REPRESENTATIONS

- 3.1 Cooperation and Assistance. Customer will ensure that (i) Customer and its Authorized Users shall comply with the requirements of this Agreement; and (ii) carry out all responsibilities in an orderly and timely manner, ensuring compliance with the requirements of this Agreement. Customer will promptly notify Kore.ai of any suspected or alleged violation of this Agreement and will cooperate with Kore.ai with respect to: (a) investigation of any such violation and (b) any action by Kore.ai to enforce this Agreement. Kore.ai may suspend or terminate any Authorized User's access to Platform upon prior notice to Customer in the event that Kore.ai reasonably determines that such Authorized User has violated this Agreement. Customer will be responsible for all actions taken under an Authorized User's account and will be liable for any violation of this Agreement by Authorized Users.
- 3.2 Customer Data Representations. Customer represents and warrants to Kore.ai that: (i) it has all rights, power and authority necessary for Customer's collection, use and processing of Customer Data as contemplated by this Agreement; and (ii) Customer's use and provision of Customer Data to Kore.ai pursuant to this Agreement will not breach any existing or proposed agreement between Customer and any third party or violate any applicable laws, regulations, orders or rules.

4. INTELLECTUAL PROPERTY RIGHTS & OWNERSHIP

- 5.1 The Platform, and all Intellectual Property Rights therein or relating thereto, are and will remain the exclusive property of Kore.ai or its licensors. Customer owns all worldwide right, title and interest in and to all Customer Data. Customer hereby grants to Kore.ai a non-exclusive license to use, reproduce, distribute copies of, and perform and display publicly, the Customer Data as necessary to provide the Platform.
- 5.2 All Kore.ai materials provided under this Agreement shall always remain Kore.ai's property. Kore.ai grants Customer a non-exclusive, royalty-free, perpetual, worldwide, irrevocable license to use, make, reproduce, distribute, perform, display, and create derivative works of Kore.ai materials for Customer internal use only.
- 5.3 Kore.ai has no ownership rights in Customer materials that are transferred to Kore.ai. Kore.ai is granted a limited license to use materials provided by Customer solely in the performance of support services under this Agreement and not for Kore.ai's or any third party's benefit.

5. CONFIDENTIALITY

- 5.1 Definition. "**Confidential Information**" means any information disclosed by one party to other party that: (i) if disclosed in writing, is marked "confidential" or "proprietary" at the time of disclosure; (ii) if disclosed orally, is identified as "confidential" or "proprietary" at the time of disclosure, or (iii) under the circumstances, a person exercising reasonable business judgment would understand such information to be confidential or proprietary. Customer Data is confidential including the usernames and log in credentials of Authorized Users however, Customer gives Kore.ai the right to display Customer data for completion of the bot conversation flow, as well as for the performance of services under this Agreement. Platform is Kore.ai's Confidential Information, and the terms of this Agreement and Order Form constitute Confidential Information of both parties.
- 5.2 Exclusions. The obligations and restrictions set forth in **Section 6.3** will not apply to any information that: (i) is or becomes generally known to the public through no breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure; (iii) is independently developed by the receiving party without use of or access to the disclosing party's Confidential Information; or (iv) the receiving party rightfully obtains from a third party who has the right to disclose such information without breach of any confidentiality obligation to the disclosing party.
- 5.3 Use and Nondisclosure. A receiving party will not use the disclosing party's Confidential Information except as necessary for the performance or enforcement of this Agreement and will not disclose such Confidential Information to any third party except to those of its employees and subcontractors who have a bona fide need to know such Confidential Information for the performance or enforcement of this Agreement; provided that each such employee and subcontractor is bound by a written agreement that contains use and disclosure restrictions consistent with the terms set forth in this Agreement. Each receiving party will protect the disclosing party's Confidential Information from unauthorized use and disclosure using efforts equivalent to the efforts that the receiving party ordinarily uses with respect to its own confidential information and in no event less than a reasonable standard of care. The provisions of this **Section 6.3** will remain in effect during the term of these terms and for a period of three (3) years after the expiration or termination of these terms. For any Confidential Information which, by law, needs to be retained for a period greater than three (3) years, such Confidential Information shall be retained for such period as mandated by law.

- 5.4 Permitted Disclosures. The provisions of this **Section 5** will not restrict either party from disclosing Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement or limit the scope of such request. The party responding to such an order or requirement will only disclose that information that is expressly required. The confidentiality obligations of this Agreement shall be waived, if permitted by such court, administrative agency, or other governmental body, only for the portion of Confidential Information which has been disclosed.

6. WARRANTY

- 6.1 Warranty for Platform. For the duration of the Order Form, Kore.ai warrants that delivery of the Platform will meet the requirements set forth in the Service Level Agreement. Customer's sole and exclusive remedy and Kore.ai's sole and exclusive liability for any breach of such warranty will be as set forth in the Service Level Agreement.
- 5.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN **SECTION 6**, KORE.AI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS OR THE PLATFORM. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED IN **SECTION 7**, KORE.AI DISCLAIMS ANY WARRANTY THAT THE PLATFORM WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. KORE.AI MAKES NO WARRANTY REGARDING, AND WILL HAVE NO LIABILITY IN CONNECTION WITH, ANY ALERTS, NOTIFICATIONS AND/OR CORRESPONDING ACTIONS PROGRAMMED THROUGH THE PLATFORM (SUCH AS THE TRIGGERING (OR LACK THEREOF) OF ALERTS OR OTHER NOTIFICATIONS, THE TIMELINESS OF DELIVERY OF ANY SUCH ALERTS OR NOTIFICATIONS, THE OCCURRENCE OF ANY ACTIONS IN OTHER SYSTEMS IN RESPONSE TO AN ALERT OR NOTIFICATION, OR THE TIMELINESS OF THE OCCURRENCE OF SUCH ACTIONS). KORE.AI FURTHER DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE PLATFORM AS TO MERCHANTABILITY, ACCURACY OF ANY INFORMATION PROVIDED, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM KORE.AI OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

7. TERM AND TERMINATION

- 7.1 Initial Term. The Initial Term of the Agreement shall be for a specified duration from the Effective Date agreed in the Order form and remains in effect for the period agreed in the Order form ("Term"). This Agreement will automatically renew for a successive renewal term, subject to Section 7.2, unless either Party has provided written notice within a stated period prior to the renewal term that it elects not to renew the Agreement.
- 7.2 Termination for Cause.
- (a) Either party may terminate this Agreement upon prior written notice if the other party materially breaches this Agreement only; and not any Statement of Work(s) which may be entered into under this Agreement; and fails to correct any such breach of this Agreement alone within thirty (30) calendar days following written notice specifying such material breach; provided that the cure period for any default with respect to payment of Fees by Customer will be five (5) business days, failing which this Agreement executed under this Agreement can be terminated.
- (b) Either party may terminate the applicable Statement of Work(s) upon prior written notice if the other party materially breaches the requirements of the applicable Statement of Work(s) and fails to correct such breach of the applicable Statement of Work(s) within thirty (30) calendar days following written notice specifying such material breach; provided that the cure period for any default with respect to payment of Fees by Customer will be five (5) business days, failing which the applicable Statement of Work Exhibit can be terminated.
- 7.3 Rights and Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, Customer's and Authorized Users' right to access and use the Platform will be immediately terminated. Customer and its Authorized Users shall immediately cease all use of Platform, and each party will return, where possible, and make no further use of any Confidential Information, materials, or other items (and all copies thereof) belonging to the other party. Kore.ai may destroy or otherwise dispose of any Customer Data in its possession unless Kore.ai receives, within ten (10) business days after the effective date of the expiration or termination of this Agreement and/or any Order Form, a written request for delivery to Customer the most recent back-up of the Customer Data. Kore.ai will use all commercially reasonable efforts to deliver such back-up to Customer within thirty (30) calendar days of the receipt of such written request from Customer. Customer will pay all reasonable expenses incurred by Kore.ai in returning such Customer

Data or any back-up of Customer Data to Customer.

- 7.4 Survival. Both parties' rights and obligations in **Sections 5** (Ownership), **6** (Confidentiality), **7.3** (Rights and Obligations Upon Expiration or Termination), **7.4** (Survival), **8** (Indemnification), **9** (Limitation of Liability), and **10** (General) will survive expiration or termination of these terms.

8. INDEMNIFICATION

- 8.1 Indemnification by Kore.ai. Kore.ai will defend any suit or action brought against Customer to the extent that it is based upon a third-party claim that the Platform, as provided by Kore.ai to Customer pursuant to the Order Form, infringe any U.S. patent or copyright or misappropriate any trade secret. Kore.ai agrees to pay all direct costs & damages, and reasonable attorneys' fees attributable to such claim, unless such indemnification is excluded under **Section 8.3**. Kore.ai's obligations under this **Section 9.1** are contingent upon: (a) Customer providing Kore.ai with prompt written notice of such claim; (b) Customer providing reasonable cooperation to Kore.ai, at Kore.ai's expense, in defense and/or settlement of such claim; and (c) Kore.ai having sole authority to defend or settle such claim.
- 8.2 Indemnification by Customer. Customer will defend Kore.ai, its officers, directors and employees (collectively, "**Kore.ai Indemnitees**"), from and against any action or suit brought against a Kore.ai Indemnitee by a third party in connection with Customer's or an Authorized User's use of the Platform (other than any claim for which Kore.ai is responsible under **Section 9.1**) including but not limited to a claim that the Customer Data or use of the Platform infringe or misappropriate any Intellectual Property Rights of a third party, and will pay any costs and damages attributable to such claim that are paid in settlement by Kore.ai, and all attorneys' fees paid and/or payable as incurred, in the course of the defense and/or settlement of such claim. Customer's obligations under this **Section 8.5** are contingent upon: (a) Kore.ai providing Customer with prompt written notice of such claim; (b) Kore.ai providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.
- 8.3 Injunctions. If Customer's use of Platform is, or in Kore.ai's opinion is likely to be, enjoined due to the type of claim specified in **Section 9.1**, then Kore.ai may at its sole option and expense: (i) replace or modify the Platform to make them non-infringing and of equivalent functionality; (ii) procure for Customer the right to continue using the Platform for the period listed out in the Order Form, and under the terms of this Agreement; or (iii) if Kore.ai is unable to accomplish either (i) or (ii) despite using its reasonable efforts, terminate Customer's rights and Kore.ai's obligation under this Agreement with respect to such Platform and refund to Customer a pro-rata portion of the Fees paid for the remaining term during which Customer would have had access to the Platform.
- 8.4 Exclusions. Notwithstanding the terms of **Section 8.1**, Kore.ai will have no liability for any infringement or misappropriation claim of any kind to the extent that it results from: (i) the combination, operation or use of the Platform with equipment, devices, software or data (including without limitation Customer Data) not supplied by Kore.ai, if a claim would not have occurred but for such combination, operation or use; (ii) Customer's or Authorized Users' use of features of the Platform in combinations chosen solely by Customer or Authorized Users; or (iii) Customer's or an Authorized User's use of the Platform other than in accordance with the Order Form and this Agreement or any documentation which may be provided along with the Platform.
- 8.5 Sole Remedy. THE FOREGOING STATES THE ENTIRE OBLIGATION OF KORE.AI AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE PLATFORM.

9. LIMITATION OF LIABILITY.

- 9.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR OTHER ECONOMIC LOSS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE.
- 9.2 NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS ORDER FORM AND/OR AGREEMENT, IN NO EVENT WILL KORE.AI'S AGGREGATE LIABILITY TO CUSTOMER AND IN CONNECTION WITH THIS ORDER FORM AND/OR AGREEMENT EXCEED THE TOTAL AVERAGE MONTHLY FEES PAID BY CUSTOMER IN THE TWELVE

(12) MONTH PERIOD PRECEDING THE CLAIM OR ACTION, IN CONNECTION WITH THE APPLICABLE LICENSE OR SERVICE, REGARDLESS OF THE FORM OR THEORY OF THE CLAIM OR ACTION.

9.3 NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, **SECTION 9.2** WILL NOT APPLY TO ANY BREACH UNDER SECTION 6 AND SECTION 9 OF THIS AGREEMENT.

10. GENERAL.

(a) This Agreement will be governed by and construed in accordance with the laws of the State of Florida, excluding that body of law known as conflict of laws. Any legal action or proceeding arising under these terms will be brought exclusively in the federal or state courts located in Orlando, Florida. Any notice required by these terms will be given by prepaid, first class, certified mail, return receipt requested, and in each instance deemed given upon receipt, addressed to the parties at their respective addresses set forth in the Order Form and marked for the attention of the chief executive officer for Kore.ai and authorized signatory for Customer.

(b) Customer may not assign or transfer these terms or any of its rights hereunder, or delegate any of its obligations hereunder, without the prior written consent of Kore.ai. Kore.ai may freely assign or transfer these terms, in whole or in part. This Agreement will bind and inure to the benefit of each of the parties' successors and permitted assigns.

(c) If, for any reason, a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these terms will remain in full force and effect. If such provision cannot be enforced by law, such provision shall be struck out from this Agreement, and the other portions of this Agreement shall continue to be in force. The failure by either party to enforce any provision herein will not constitute a waiver of future enforcement of that or any other provision.

(d) The words "include," "includes" and "including" when used herein will be deemed in each case to be followed by the words "but not limited to."

(e) The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties.

(f) Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of events beyond the reasonable control of such party, which may include without limitation denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of god, war, terrorism, governmental action, labor conditions, earthquakes and material shortages (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the force majeure event for so long as the event continues, and such party continues to use commercially reasonable efforts to resume performance.

(g) The Agreement constitutes the complete and exclusive understanding and agreement between the parties regarding their subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to their subject matter. Any waiver, modification or amendment of any provision of the Agreement will be effective only if in writing and signed by duly authorized representatives of both parties.

(h) This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(i) Except as set forth in Sections 6.1, 8.5, and Exhibit B (Service Level Agreement), the exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

(j) The headings in this Agreement are for convenience of reference only and have no legal effect.

(k) Each party agrees to comply with all applicable laws and regulations with respect to its activities hereunder, including, but not limited to, any export laws and regulations of the United States.

EXHIBIT B

ENTERPRISE 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. For any Bots developed by Kore.ai for Customer (hereinafter referred to as “**Bot Support**”) it shall be 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.

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/Bot Support 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/Bot Support 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/Bot Support.
- b. “Error” means a Platform/Bot Support 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/Bot Support. 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/Bot Support via the normal login screen through the Kore.ai Application Monitoring Center. A failure to complete the Platform/Bot Support 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.

Exclusions: If in any month the Monthly Availability Percentage for the Platform/Bot Support is less than the Uptime SLA Target Percentage, then a "Target Percentage Shortfall" will be deemed to have occurred for that month. Customer will have the right to terminate the General Terms & Conditions if a Target Percentage Shortfall occurs in five (5) or more months during any consecutive twelve (12) month period. Customer expressly agrees that its sole and exclusive remedy for any such Target Percentage Shortfall will be the termination rights specified herein.

Kore.ai Support Services Overview

Support Services will include:

- Provide 24x7x365 access to Kore.ai's Support Portal
- 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) and Bot definition error(s) amongst others; must be addressed either by the Customer Bot Development team or by the Kore.ai Bot Development team, if any such Bot support services have been procured by the Customer.

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.

Responsibilities of parties

1. **Kore.ai Responsibilities include**

- a. Resolution of any Platform/Bot Errors.
- b. Providing requisite personnel for the timely resolution of all Errors.
- c. Adherence to the Service Levels in the course of such resolution, subject to fulfillment of Customer responsibilities.

2. **Customer Responsibilities include**

- a. Conduct preliminary investigations based on Kore.ai documentation, prior to raising any support ticket.
- b. Provide a detailed incident report at the time of raising of any support ticket.
- c. Providing timely, detailed and relevant responses to queries within which have been raised by Kore.ai Support Team.
- d. 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/Bot Support). 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/Bot Support 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/Bot Support’ use is essentially halted. A large number of users and/or core Platform/Bot Support functionality is severely impacted. Any Error which is faced in course of the usage of any functionality reserved or restricted for Administrator/Bot Developer shall be excluded from the aforementioned definition.

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

Essential Support

Target Resolution Times:

Severity	Workaround
First Response	8 Hours
Severity 1 Issue - Workaround	2 Business Days
Severity 2 Issue - Workaround	4 Business Days

Advanced Support

Target Resolution Times:

Severity	Workaround
First Response	4 Hours
Severity 1 Issue - Workaround	1 Business Days
Severity 2 Issue - Workaround	4 Business Days

First 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 and/or seeking time slots for setting up a call to understand the error in detail.

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

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

Assumptions

- Kore.ai will make every 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.
- Both parties may agree that due to technical dependencies and other factors, certain Errors classified as Medium may be resolved in the next release rather than in a production patch. Errors classified as Low may be resolved in the next release rather than in a production patch, based on existing roadmap, criticality of the issue, and consolidation of all similar requests received from all Customers. Customer acknowledges that Kore.ai does not and cannot guarantee that all Errors can or will be corrected. Further, Kore.ai is not bound to rectify every S4 ticket in the next update and shall use its discretion to prioritize amongst all S4 tickets.
- 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

- 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.
- 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.
- 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.