Service Level Agreement for Lexile Oral Reading API

This Service Level Agreement (this "SLA") is provided by **MetaMetrics, Inc.** ("Licensor") to each customer ("Licensee") using Licensor's hosted LEXILE ORAL READING API (the "Hosted Service") under license from Licensor, and governs Licensor's obligations regarding Licensee's use of the Hosted Service.

1. PERFORMANCE COMMITMENTS

A. Availability

Licensor will use commercially reasonable efforts to make the Hosted Service available to Licensee with an Uptime Percentage of at least 99.95% during the Service Month.

"Service Month" is calculated by subtracting from 100% the percentage of minutes during the applicable calendar month in which the Hosted Service was in the state of "Region Unavailable" in AWS.

"Uptime Percentage" is the percentage of minutes during the applicable calendar month for which the Hosted Service was actually available in the Service Month.

The intent of the foregoing is that, for every minute in a month that AWS is up, the Hosted Service will be available 99.95% of these minutes.

B. Performance

The Lexile Oral Reading API supports the following use case with associated performance commitments.

- **Near-real-time use with audio**

  Up to 100 requests may be made per second. Typical response times are under 30 seconds. All responses are returned in under 5 minutes.

- **Real-time use without audio**

  Up to 500 requests may be made per second. Typical response times are under 1 second. All responses are returned in under 1 minute.

  It is possible to support thousands of simultaneous requests per second with near real-time responses, however, this requires dedicated provisioning and Licensee will incur additional hosting fees to reach agreed upon custom performance targets.

- **Asynchronous use with or without audio**

  Up to 1000 requests may be made per second. Typical response times are under 30 minutes. All responses are returned in under 24 hours.

  Hosted Service use cases are discussed further in the documentation for the Scoring Service API.

C. Handling of Unexpected Requests

Requests sent to the API must be correctly formed with valid data as described in the API documentation in order for the API to return valid results. See the API documentation for details. Incorrectly formed requests consume service resources and are included in the running total of requests made.

2. PROBLEM REPORTING AND ESCALATION

A. Severity Levels

- **Urgent Severity**

  A reported service impairment will be designated as "Urgent Severity" if Licensee's dependent product under the license with Licensor is unable to operate due to the impairment.

- **High Severity**

  A reported service impairment will be designated as "High Severity" if Licensee's dependent product under the license with Licensor is materially reduced in function due to the impairment and no reasonable work around exists.

- **Low Severity**

  A reported service impairment will be designated as "Low Severity" if Licensee's dependent product under the license with Licensor is reduced in function due to the impairment but either the reduction in function is not material or a reasonable work around does exist.

B. Reporting Impairments

All notifications of service impairment from Licensee must be submitted to Licensor [here](). Licensor will convert submitted email notifications to trouble tickets. Licensee is responsible for specifying with each notification whether it believes the service impairment is Urgent, High, or Low Severity and the reason for such belief. Notifications must include point of contact name, title, phone, email, and a complete description of the impairment.

C. Support Hours; Response Commitments

Licensor maintains regular support hours on weekdays other than major holidays ("business days"), between 9am and 5pm Eastern time ("business hours"). Licensor will use commercially reasonable efforts to resolve Urgent Severity issues as promptly as practicable, typically on the same business day (with after-hours work when reasonably required under the circumstances) as long as a notification with the required information is provided by 1pm Eastern time on that business day and Licensee is available to work with Licensor as needed. Licensor will provide updates at least once each business day on which an Urgent or High Severity issue remains active. Low Severity issues may be resolved through scheduled maintenance.

Licensor uses commercially reasonable efforts to achieve the following response times and resolution times for any service impairments. Licensor will work in good faith with Licensee to address any circumstances that cause Licensor to fail to meet such response and resolution times in a manner that adversely impacts Licensee.

Severity	Response Target	Resolution Target
Urgent	4 business hours	Same business day, subject to conditions noted above, or else next business day
High	4 business hours	Next business day

Severity	Response Target	Resolution Target
Low	Next business day	130 business days

3. MAINTENANCE

In the event of an urgent need, Licensor will take immediate steps to ensure data security and customer protection. In such special circumstances, Licensee may not be notified of a resulting service disruption in advance.

Routine maintenance is planned on a quarterly basis. Low Severity issues are resolved as part of this normal maintenance cycle. Maintenance deployments do not typically cause an interruption in service. In the rare case that a maintenance related service interruption is expected, Licensor will use commercially reasonable efforts to notify Licensee at least 7 days in advance.

4. PASS-THROUGH OF AWS SERVICE CREDITS

Licensor hosts the Scoring Service API using one or more of the following Amazon Web Services ("AWS") (subject to update from time to time):

- Amazon API Gateway Service Level Agreement

- Amazon Aurora Service Level Agreement

- Amazon CloudFront Service Level Agreement

- Amazon CloudWatch Service Level Agreement

- Amazon Cognito Service Level Agreement

- Amazon Compute Service Level Agreement

- Amazon DynamoDB Service Level Agreement

- Amazon EC2 Service Level Agreement

- Amazon Elastic Load Balancing Service Level Agreement

- Amazon Elastic Transcoder Service Level Agreement

- Amazon ElastiCache Service Level Agreement

- Amazon Elasticsearch Service - Service Level Agreement

- Amazon GuardDuty Service Level Agreement

- Amazon Machine Learning Language Service Level Agreement

- Amazon Messaging (SQS, SNS) Service Level Agreement

- Amazon RDS Service Level Agreement

- Amazon Route 53 Service Level Agreement

- Amazon S3 Service Level Agreement

- AWS Certificate Manager Private Certificate Authority Service Level Agreement

- AWS Lambda Service Level Agreement

- AWS X-Ray Service Level Agreement

AWS provides these services to Licensor in accordance with their respective Service Level Agreements, which may be found at https://aws.amazon.com/legal/service-level-agreements/ (subject to update from time to time).

In the event of an AWS service disruption that impacts Licensee, Licensor will pass on 100% of Licensee's allocable portion of AWS service credits actually provided by AWS to Licensor. Licensor will determine Licensee's allocable portion in good faith based on the scope and duration of Licensee's service disruption relative to the service disruptions experienced by other Licensees in the same incident.

5. PERFORMANCE PLEDGE AND CONTACT INFORMATION

Licensor is committed to providing consistent and excellent service to its customers. If Licensee is dissatisfied at any time with Licensor's performance under this SLA, Licensee should contact the following senior manager to escalate the situation:

Lisa Bickel, VP Customer Success at lbickel@lexile.com

This SLA will be maintained by Licensor at https://partnerhelp.metametricsinc.com and is subject to update by Licensor from time to time upon prior notice to Licensee. The version of the SLA accessible at that web address will always be the legally effective version and will control in case of any inconsistencies with this copy of the SLA. Notwithstanding the above, in no event shall the functionality of the API be materially reduced during the Term. In the event that Licensor foresees a change to functionality of the API, Licensor shall promptly notify Licensee.