

SERVICE COMMITMENTS AND SUPPORT SPECIFICATIONS

The Service Commitments and Support Specifications (“**SCSS**”) define the framework for the provisioning of access to Caller Verify (“**Services**”), and how TechJutsu the (“**Provider**”) will deliver ongoing support of the Services to the Customer. These Service Commitments and Support Specifications govern your subscription to the Services and are subject to the terms of the TechJutsu Software as a Service Agreement (“**Agreement**”). For clarity, Service Commitments and Support Specifications are limited to Caller Verify. Capitalized terms not defined herein will have the meaning specified (if applicable) in the Agreement.

DEFINITIONS

1. For purposes of the SCSS, the following terms have the following meanings:
 - 1.1. “**Actual Time**” means actual weeks, hours, minutes and seconds without interruption.
 - 1.2. “**Business Day**” means Monday to Friday excluding US and Canadian statutory holidays.
 - 1.3. “**Business Hours**” means the hours outlined in the Support Level Entitlements (Section 11.1). Support Requests received by the Provider during Business Hours will have the Response Time start immediately, whereas Support Requests received outside of Business Hours will have the Response Time begin on the **first Business Hour** on the **next Business Day** as indicated on the subscribed Support Level.
 - 1.4. “**Customer SME**” means the Customer’s dedicated resource who works with the Provider SME to implement, maintain and troubleshoot Caller Verify when necessary.
 - 1.5. “**Dependent SaaS Tenants**” means an Okta Production Tenant (IdP) and if applicable an ITSM Production Tenant and/or IVR Tool, which are required to integrate with Caller Verify.
 - 1.6. “**Downtime**” means the period the Service is unavailable to the Customer. Downtime excludes interruptions to Customer internet connectivity outside of the Provider’s control, or disruptions caused by acts or omissions of the Customer or the Customer’s Authorized Users, emergency maintenance, service interruptions of Dependent SaaS Tenants, or Force Majeure events.
 - 1.7. “**Issue**” means the subject of a Support Request that the Customer SME requires assistance with.
 - 1.8. “**ITSM**” means the Information Technology Service Management tool the Customer subscribes to.
 - 1.9. “**Maintenance Window**” is the period in which Caller Verify does not need to be available and which is reserved for regular maintenance.
 - 1.10. “**Monthly Uptime Percentage**” is the calculation of the Actual Uptime/Scheduled Uptime x 100%.
 - 1.11. “**Outage**” means any uncommunicated interruption of sixty (60) seconds or more during which ten percent (10%) or more of Authorized Users are unable to utilize the Services or their access to the Services is substantially impaired.
 - 1.12. “**Priority 1 or P1**” means Caller Verify is unavailable to all Authorized Users while the Dependent SaaS Tenants are still available.

- 1.13. **"Priority 2 or P2"** means Caller Verify is not performing as expected and 50% of Authorized Users cannot access the Services.
- 1.14. **"Priority 3 or P3"** means Caller Verify is impaired but not seriously impacted. Errors consistently appear for most or all Authorized Users, but the Services may still be used.
- 1.15. **"Priority 4 or P4"** means Customer SME has suggestions for improvements or modifications that they would like the Provider SME to review.
- 1.16. **"Provider SME"** means the Provider's Technical Resource who will be the point of contact for the Customer SME.
- 1.17. **"Response Time"** means the number of Business Hours the Provider SME has before they must communicate with the Customer SME and/or the Issue submitter in relation to the submitted Support Request. Response Time begins once the Provider SME has received the Support Request.
- 1.18. **"Scheduled Maintenance"** means routine maintenance that may affect the availability of the Service to any Authorized Users of one (1) or more of the Provider's Customers.
- 1.19. **"Scheduled Upgrade"** means the Actual Time it takes to upgrade the Service to the latest release as scheduled by the Provider SME and the Customer SME during a mutually agreed time and date.
- 1.20. **"Scheduled Uptime"** means the Actual Time the Services are expected to be available to Customer for normal business use. Scheduled Uptime excludes Scheduled Upgrades and Maintenance and communicated Unplanned Maintenance.
- 1.21. **"Security Event"** means an unauthorized acquisition of or unauthorized attempts to access individually identifiable information within a party's respective custody or control, or an unauthorized party's attempt to disrupt services.
- 1.22. **"Standard Support"** means the Support Level that has been purchased by the Customer as indicated on the Order Form.
- 1.23. **"Support Communication"** means the agreed upon method for communication between Provider and Customer for information including but not limited to, Scheduled and Unplanned Maintenance, Support Requests, Service Upgrade availability etc.
- 1.24. **"Support Request"** means a request for support initiated by the Customer and issued to the Provider when the Service is not functioning as expected or intended.
- 1.25. **"Unplanned Maintenance"** means when it is necessary for a Service Outage to be performed outside the Maintenance Window.
- 1.26. **"Uptime"** means the aggregate amount of Actual Time the Service is available to the Customer and their Authorized Users for expected and intended use.

SERVICE COMMITMENTS

2. Uptime Commitments

- 2.1. The Provider commits to a "Uptime Percentage" of 99.90%.

- 2.2. Uptime Percentage is calculated on a monthly basis using the following formula: Maximum available Minutes less Outage minutes divided by Maximum available Minutes, translating to the following allowable Downtime:
 - 2.2.1. Daily: 1 minute 26 seconds
 - 2.2.2. Weekly: 10 minute 4.8 seconds
 - 2.2.3. Monthly: 43 minute 28 seconds
 - 2.2.4. Quarterly: 2 hours 10 minutes 24 seconds
 - 2.2.5. Annually: 8 hours 41 minutes 38 seconds
- 2.3. Uptime Percentage does not include either Provider or Customer initiated Downtime.
3. Provider initiated Downtime
 - 3.1. Scheduled Maintenance, as communicated using the method defined in Section 9 below; and/or
 - 3.1.1. The Provider will use commercially reasonable efforts to provide seven (7) Business Days' advance notice to Customers of service-affecting Scheduled Maintenance.
 - 3.1.2. The Provider will use commercially reasonable efforts to Schedule Maintenance within the Maintenance Window.
 - 3.2. Scheduled Upgrade to the Services as agreed to by the Provider SME and the Customer's SME.
 - 3.3. Unplanned Maintenance if evidence of the Support Communication to the Customer SME prior to the Downtime is provided.
4. Customer initiated Downtime
 - 4.1. Service unavailability caused by events outside of the direct control of the Provider or its subcontractor(s), including any force majeure event, the failure or unavailability of Customer's internal systems, and/or access to the Internet; and/or
 - 4.2. Any failure of the Customer's other Dependent SaaS Tenants used to connect to or access the Service.
 - 4.3. It is the responsibility of the Customer and/or the Customer SME to regularly check for Support Communication from the Provider SME for Scheduled Maintenance notices and communicate any materially significant Issues that may arise due to the Scheduled or Unplanned Maintenance.
5. Unplanned Maintenance
 - 5.1. When Unplanned Maintenance is unavoidable, the Provider SME will make every effort as soon as reasonably practicable to notify all affected Customer SME, an alternative

Customer contact, and the CEO of Provider with details of the Downtime, including the expected duration of Downtime.

- 5.2. If there is a dispute between the time of the sending of the communication and the time of the receipt of the communication, the recorded time of receipt by the CEO shall be the definitive record.
6. The Provider is not materially responsible for any issues that arise due to the Customer's failure to communicate any materially significant Issues that may arise due to Scheduled or Unplanned Maintenance.
7. Monitoring of Service
 - 7.1. Except as otherwise agreed upon by the Provider and the Customer, the Provider will monitor the Service's actual performance against the committed to Service Levels.
 - 7.2. The Provider shall comply with any request for performance reports by the Customer SME for the previous 30 days from the date of the request.
8. Security Event Notification
 - 8.1. Either Party shall notify the other ("**Initiator**") as soon as practicably possible of any security event and the vulnerabilities that may affect the Service. Initially this notification shall include details of the event vulnerability, how it may affect the other Party, and mitigating steps to resolve the event.
 - 8.2. If necessary, the Provider shall communicate details of the vulnerability patch, how long it will take to implement and the expected duration of any Outage, if applicable.
 - 8.3. An audit of the event will be communicated by the Initiator of the Issue and will detail the event, the steps taken to mitigate the risks and what still needs to be done to prevent another event of its kind.

SUPPORT PROVISIONS

9. Support Communication Method
 - 9.1. The following Support Communication Method may be used by the Customer to initiate Support Requests.
 - 9.1.1. Technical Support Email: support@techjutsu.com
10. Support Requests Submission
 - 10.1. The Customer SME will send a Support Request and provide the contact information of the submitter, the status of the Dependent SaaS Tenants (such as ITSM, IVR and IdP), the level of impact of the Issue, and all other important details about the Issue including any screenshots available to show more information.
 - 10.2. The Customer SME must provide adequate information and documentation to enable the Provider SME to recreate the Issue. The Provider SME, following commercially reasonable efforts, will attempt to recreate the Issue and if necessary, contact the Customer SME to discuss the Issue.

- 10.3. Once submitted, the Support Request will be assigned to the appropriate Provider SME for assessment and Response preparation within the Response Time.
- 10.4. The Provider SME Response Times will be determined by the Support Level Entitlements purchased by the Customer and the Priority Classification determined by the Provider SME. These details can be found in Section 11.
- 10.5. If the Issue can be resolved within the Response Time then the Provider SME will close the Support Request and add the details of the resolution to the response communication.
- 10.6. If the Issue requires further investigation, then the Provider SME will include these details in the initial response to the Customer and indicate that an update will be issued within the applicable Response Time, in accordance with the Priority Classification.
- 10.7. The Provider will make every commercially reasonable effort to work with the Customer SME to troubleshoot any Issues impeding the use of the Service by the Customer.

11. Support Overview

11.1. Support Level Entitlements

Support Priorities and Descriptions	Standard Support Provisions
Business Hours	09:00 – 17:00 MT
Business Days	Monday – Friday
Including US and Canadian Statutory Holidays	No
Access to Product Updates	Yes
P1 Response (Business Hours)	2
P2 Response (Business Hours)	4
P3 Response (Business Hours)	8
P4 Response (Business Hours)	24

12. Support Exclusions

Support does not include the correction of, and Provider will have no obligation with respect to, any errors, defects, or other problems caused by, or resulting from:

- 12.1. Customer’s failure to implement any update made available to Customer by Provider for addressing such error.
- 12.2. Failures of the Customer systems.
- 12.3. Any alterations or modifications of, or additions to, the Customer’s Dependent SaaS Tenant including but not limited to permissions, rules, policies, and/or group memberships.

- 12.4. Any alterations or modifications of, or additions to, the service account used to implement the Service including but not limited to configuration, permissions, rules, policies, and/or group memberships.
- 12.5. Any alterations or modifications of, or additions to, the Service made by parties other than the Provider or its agents.
- 12.6. Use of the Service in a manner for which it was not designed or use of the Service not in conformance with the Documentation.
- 12.7. Due to factors outside the Provider's reasonable control including but not limited to natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to the Services infrastructure, including at or between the Customer's site and the Provider's infrastructure.
- 12.8. Customer's unauthorized action or lack of action when required, or from Customer's Authorized Users, or anyone gaining access to the Service by means of Customer's passwords or equipment, or otherwise resulting from Customer's failure to follow appropriate security practices.

Service Commitments and Support Specifications may be revised by TechJutsu from time to time. Please visit callerverify.com for the current version of this document.