

TECHJUTSU CALLER VERIFY

SOFTWARE AS A SERVICE (SAAS) AGREEMENT

Contract Number: [Issued by Provider]

This **Software as a Service** (SaaS) Agreement (this "**Agreement**") is made as of the last date of signing (the "**Effective Date**"), by and between TechJutsu Corp., with an office located at 200 Continental Drive, Suite 401, Newark, Delaware, 19713 ("**Provider**"), and [End User Name], with an office located at [Address] ("**End User**"). Provider and End User may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, Provider provides access to Caller Verify to the End User;

AND WHEREAS, End User desires to access Caller Verify, and Provider desires to provide End User access to Caller Verify, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION.

1.1 Definitions.

"**Aggregated Statistics**" means metadata and quantitative statistical information regarding application usage and quantitative statistical information automatically generated by End User's use of Caller Verify that is collected, compiled and used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of Caller Verify solely for purposes of providing Caller Verify and provided that such information (a) does not include End User Confidential Information and (b) cannot be used to identify End User's, its Affiliates, any Authorized User or any other individual.

"**Authorized Agent**" means the Managed Service Provider or Reseller, as applicable, who is appointed by Provider to act on its behalf in accordance with the terms of this Agreement.

"**Authorized User**" means End User's employees, consultants, contractors, and agents (a) who are authorized by End User to access and use Caller Verify under the rights granted to End User pursuant to this Agreement; and (b) for whom access to Caller Verify has been purchased hereunder.

"**Caller Verify**" means the TechJutsu branded software as a service offering, as made available on the Okta Platform, that facilitates telephone caller identity verification.

"**Confidential Information**" means all documents, information, technology and data disclosed or furnished in any connection with this Agreement by the disclosing Party to the receiving Party, directly or indirectly, whether in oral, written, graphic, video, machine-readable or other form that is either marked or identified (in writing or orally) as being confidential or proprietary or that the receiving Party can reasonably conclude or ought to know is confidential or proprietary to the disclosing Party. For certainty, Confidential Information shall be deemed to include, the terms and conditions of this Agreement, all information made available to End User in using Caller Verify, the Documentation, the Provider IP, the End User Data and all other technical and product information and documentation,

trade secrets, and the whole of the ideas, concepts, processes, procedures, and know-how contained therein.

End User” means the End User or Authorized Agent who uses the SaaS Product under the terms of this Agreement.

End User Data” means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of End User or an Authorized User or obtained, developed, or produced by Provider or to which Provider have access, in connection with this Agreement or through Caller Verify. End User Data is not collected or stored, with the exception of Aggregated Statistics, by Caller Verify.

Documentation” means Provider's user manuals, architectural diagrams, handbooks, and guides relating to Caller Verify provided by, or made available by, Provider to End User or Authorized Users either electronically or in hard copy form, including such documentation that may have been provided by Provider to End User prior to the Effective Date.

Effective Term” means from 12:00 am Mountain Time on the Start Date to 11:59 pm Mountain Time on the End Date of an executed Order Form.

Feedback” has the meaning set forth in [Section 7\(c\)](#).

Fees” has the meaning set forth in the currently executed Agreement between End User and **Authorized Agent**.

Initial Term” has the meaning set forth in [Section 11\(a\)](#).

Law” means any statute, law, ordinance, regulation, rule, industry standard, code, practice, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, provincial, territorial, municipal, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction, as amended or superseded from time to time.

Losses” has the meaning set forth in [Section 9\(a\)\(i\)](#).

Okta Agreement” means an agreement End User or Provider has with Okta, Inc. that is necessary for the use or provision of Caller Verify.

Okta Platform” means the identity management enterprise platform provided to End User by Okta, Inc.

Order Form” Executable sales document containing the End User’s corporate information, contact name, Term start and end dates, Renewal Term, billing details including currency, payment terms and frequency, Service Commitment, Support Specification, Fees, Discounts.

Open Source Software” means all software, code or other material that is distributed as “free software,” “open source software,” “community software” or under a similar licensing or distribution model (including but not limited to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL), the Affero General Public License, and the Apache License

Provider IP” means Caller Verify, the Documentation, the Provider Marks and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to

any patent, copyright, trademark, trade secret, database protection, proprietary right, or other intellectual property right or technology related thereto. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of End User's access to or use of Caller Verify but does not include End User Data.

"Provider Marks" means any Provider name, logo, mark image or tagline.

"Renewal Term" has the meaning set forth in [Section 11\(a\)](#).

"Order Form" means a purchase order, Terms and Conditions, or other ordering document issued by Authorized Agent to the Provider that references and incorporates this Agreement and is accepted by Provider.

"Service Commitments" shall mean the performance and availability commitments as set forth in the "Caller Verify Support Page"¹

"Service Suspension" has the meaning set forth in [Section 2\(e\)](#).

"Support Specifications" shall denote the scope and quality of assistance and maintenance services as set forth in the "Caller Verify Support Page" and as subscribed and set forth in the currently executed Order Form.

"Term" has the meaning set forth in [Section 11\(a\)](#).

"Third-Party Claim" has the meaning set forth in [Section 9\(a\)\(i\)](#).

"Third-Party Components" has the meaning set forth in [Section 3.2](#).

"Transaction" means a single caller verification event using Caller Verify.

"Transaction Data" means Aggregate and anonymized metadata and quantitative statistical information derived from individual caller verification events conducted using Caller Verify. This data is compiled and used by the Provider solely in an aggregate and anonymized manner, excluding any End User Confidential Information and any Personally Identifiable Information (PII). The Data encompasses statistical, and performance information related to the provision and operation and it cannot be de-anonymized or used to identify End User, its Affiliates, Authorized Users, or any other individual.

1.2 Interpretation. For purposes of this Agreement and any Order Forms: (a) the words **"include"**, **"includes"** and **"including"** shall be deemed to be followed by the words "without limitation"; (b) the word **"or"** is not exclusive; and (iii) the words **"herein"**, **"hereof"**, **"hereby"**, **"hereto"** and **"hereunder"** refer to this Agreement as a whole. Unless the context otherwise requires, references herein to **"Sections"** and **"Order Forms"** refer to the Sections and Order Forms attached to this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Order Forms referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

¹ <https://www.callerverify.com/support>

2. ACCESS AND USE.

2.1. Provision of Access. Subject to and conditioned on Authorized Agent's payment of Fees and End User's compliance with all the terms and conditions of the Agreement, Provider hereby grants End User a non-exclusive, non-transferable (except in compliance with Section 13.12) right to access and use Caller Verify during the Term, solely for End User's internal business operations in accordance with the terms and conditions herein.

2.2. Documentation Licence. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to End User and its Authorized Users a non-exclusive, non-sublicenseable, non-transferable (except in compliance with Section 13.12) licence to use the Documentation during the Term solely for End User's internal business purposes in connection with its use of Caller Verify.

2.3. Use Restrictions. End User shall not use Caller Verify for any purposes beyond the scope of the access granted in this Agreement. End User shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (a) copy, modify, or create derivative works of Caller Verify or Documentation, in whole or in part; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Caller Verify or Documentation; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of Caller Verify, in whole or in part; (d) remove any proprietary notices from Caller Verify or Documentation; or (e) use Caller Verify or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. Breach of this section shall be considered a material breach of the Agreement. Provider may terminate this Agreement, in its sole discretion, with immediate effect upon written notice to End User.

2.4. Reservation of Rights. Provider reserves all rights not expressly granted to End User in this Agreement. Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to End User or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

2.5. Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may suspend End User's access to any portion or all of Caller Verify if: (a) Authorized Agent fails to make any payment to Provider when due, in accordance with Authorized Agent Order Form; (b) Provider determines, in its sole discretion, that (i) End User or any Authorized User is not using Caller Verify in accordance with this Agreement, (ii) there is a threat or attack on any of the Provider IP, (iii) End User's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other End User or vendor of Provider, (iv) End User, or any Authorized User, is using the Provider IP for fraudulent or illegal activities, (v) subject to applicable Law, End User has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding, or (vi) Provider's provision of Caller Verify to End User or any Authorized User is prohibited by applicable law; or (vii) any third party has suspended or terminated Provider's access to or use of any third-party services or products required to enable End User to access Caller Verify including Okta Platform (a suspension arising in whole or in part from any of the foregoing circumstances, as described in (i), (ii), or (iii) of this subsection (2.5), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to End User and to provide updates regarding resumption of access to Caller Verify following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to Caller Verify as soon as reasonably practicable after the event giving rise to the Service Suspension is cured, in Provider's sole discretion. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or

any other consequences that End User or any Authorized User may incur as a result of a Service Suspension.

2.6. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor End User's use of Caller Verify and collect and compile Aggregated Statistics. As between Provider and End User, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. End User acknowledges that Provider may compile Aggregated Statistics based on End User Data input into Caller Verify. End User agrees that Provider may (a) make Aggregated Statistics publicly available in compliance with applicable Law, including in Provider's marketing and promotional materials and (b) use Aggregated Statistics to the extent and in the manner permitted under applicable Law; *provided that* such Aggregated Statistics do not identify End User or End User's Confidential Information.

3. END USER RESPONSIBILITIES.

3.1. General. End User is responsible and liable for all uses of Caller Verify and Documentation resulting from access provided by End User, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, End User is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by End User will be deemed a breach of this Agreement by End User. End User shall use all reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of Caller Verify and shall cause Authorized Users to comply with such provisions.

3.2. Third-Party Components. The software may contain or otherwise make use of software, code, content, data, documentation, or other materials, including, "open source" or "freeware" software as identified in this Agreement or the Order Form ("**Third-Party Components**"). Third-Party Components may be licensed under additional or other license terms that accompany such Third-Party Components and End User agrees to be bound by, and shall comply with, the provisions of such license terms. Nothing in this Agreement limits End User's rights under, or grants End User rights that supersede, the license terms that accompany any Third-Party Components.

3.3. Dependencies. End User acknowledges that the successful functioning of the Caller Verify provided by the Provider is dependent on Okta Platform ("Dependencies"). The End User agrees that any subscription to Okta services, upon which Caller Verify relies, is solely the responsibility of the End User. The End User undertakes to bear any associated costs, including but not limited to API licensing fees, necessary to support the functionality of Caller Verify. The End User agrees to be bound by, and shall comply with, the provisions, of such license terms to the extent disclosed in writing to End User by Provider on or prior to the Effective Date. The Provider shall disclose in writing to the End User all required dependencies and associated licensing obligations on or prior to the effective date of this Agreement. Additionally, the Provider shall notify the End User promptly of any changes or updates to dependencies that may impact the performance or functionality of Caller Verify.

3.4. Reasonable Assistance. End User acknowledges that Provider's timely performance of its obligations hereunder may require that End User provide, or provide access to, End User's facilities, equipment, assistance, cooperation, data, information and materials as agreed in writing ("**Cooperation**") to Provider or its designee(s), including Okta Inc. or other of Provider's licensors and service providers. Provider shall not be liable for any deficiency in performing its obligations hereunder if such deficiency results from End User's failure to provide full Cooperation as required hereunder. Cooperation includes (a) designating a technical lead to interface with Provider during the Term; (b) allocating and engaging any additional resources as may be required to assist Provider in performing

its obligations hereunder; and (c) making available to Provider any data, information and other materials required for Provider to perform its obligations hereunder.

4. SERVICE AND SUPPORT.

4.1. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to provide the provide the Support Services (“**Support**”) set out in all current Order Forms that have not expired, been filled or been terminated, copies of which have been provided to the End User and Authorized Agent in accordance with the service availability and other support and maintenance provisions set forth in the Caller Verify Support Page, which is available at <https://www.callerverify.com/support> (“**Caller Verify Support Page**”).

4.2. **Caller Verify Support Page** incorporated herein by reference, as applicable to the extent to this Agreement and the currently executed Authorized Agent Purchase Order. **Caller Verify Support Page** may be updated from time to time by posting the amended terms on its website. Further, should reasons beyond the control of Provider result in down time, Provider shall use commercially reasonable efforts to resolve all related issues and promptly restore access and services in accordance with the Service Commitments and Support Specifications.

5. CHANGE ORDERS.

In the event the any Party wishes to change services under the currently executed Agreement, it shall provide notice in writing to the other Party and the Authorized Agent (“Change Order”). The Change Order shall identify all changes to the current services, including related fees and the effective date of the changes. The Change Order will remain in effect until the end of the current effective term, or a superseding Change Order is executed

6. FEES AND PAYMENT.

6.1. Fees. End User shall pay Authorized Agent the Fees, as agreed upon between the Authorized Agent and the End User. All subscription sales are final.

6.2. Billing Disputes. The Provider is not responsible for billing disputes between Authorized Agent.

7. CONFIDENTIAL INFORMATION.

7.1. Disclosure and Exceptions. The receiving Party shall hold in confidence and shall protect (using efforts and measures it uses to protect its own confidential information of a similar nature, but in any event reasonable efforts and measures) the disclosing Party’s Confidential Information from harm, loss, theft, reproduction and unauthorized access while in its possession or control. The receiving Party will not disclose the Confidential Information, except to: (a) its employees, contractors, advisors and consultants who have a need to know in relation to this Agreement and who shall be subject to the same confidentiality obligations as outlined in this Agreement; (b) to a potential assignee, acquirer or successor if and to the extent such person or its representatives need to know such Confidential Information in connection with a *bona fide* potential sale, merger, amalgamation or other corporate transaction involving the business or assets of the disclosing Party and provided that any such receiving parties are subject to confidentiality obligations no less protective of such disclosed Confidential Information than this Agreement; or (iii) as otherwise approved in writing by the disclosing Party. The confidentiality obligations set out in this Section 7 do not apply in the following circumstances: (a) if Confidential Information prior to furnishing or thereafter becomes known to the public without fault or breach of End User; (b) if End User obtains Confidential Information from a third party without restriction on disclosure and without breach by such third party of a non-disclosure obligation; (c) if Confidential

Information is independently developed by the receiving Party; or (d) to the extent that End User is required to disclose information by applicable law or a court of competent jurisdiction; *provided, however,* that it shall not make any such disclosure without first notifying Provider and allowing Provider a reasonable opportunity to seek injunctive relief from (or a protective order with respect to) the obligation to make such disclosure. In addition, End User shall take reasonable steps, to the extent permitted by law, to remove from the Confidential Information that is required to be disclosed, any information that a reasonable person would conclude is commercially sensitive to Provider. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable Law. Any breach of the confidentiality obligations set forth in this Section 7 shall constitute a material breach of this Agreement. In the event of such material breach, the disclosing Party may terminate this Agreement with immediate effect upon written notice to the receiving Party.

7.2. Unauthorized Disclosure. The receiving Party shall promptly notify the disclosing Party upon discovery of any unauthorized use or disclosure of the disclosing Party's Confidential Information and will cooperate with the disclosing Party in every reasonable way to help regain possession of such Confidential Information and to prevent its further unauthorized use or disclosure.

8. INTELLECTUAL PROPERTY.

8.1. Provider IP. End User acknowledges that, as between End User and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP and, with respect to Third-Party Components, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Components.

8.2. End User Data.

(i) Provider acknowledges that, as between Provider and End User, End User owns all right, title, and interest, including all intellectual property rights, in and to the End User Data. End User hereby grants to Provider a non-exclusive, royalty-free, sublicenseable, worldwide licence to reproduce, distribute, and otherwise use and display the End User Data and perform all acts with respect to the End User Data as may be necessary for Provider to provide Caller Verify to End User, and a non-exclusive, perpetual, irrevocable, royalty-free, sublicenseable, worldwide licence to reproduce, distribute, modify, and otherwise use and display End User Data incorporated within the Aggregated Statistics.

(ii) End User hereby represents and warrants that any information about an identifiable individual ("**Personal Information**") contained within the End User Data has been collected in accordance with all applicable Laws, including the *Personal Information Protection and Electronic Documents Act* (Canada) (the "**Privacy Laws**") and, without limiting the foregoing, that any such individual has consented, in accordance with the Privacy Laws, to the Parties' respective collection, use, retention and disclosure of such Personal Information as may be necessary, for End User's use, and Provider's operation of Caller Verify. Provider hereby represents and warrants that in the event that it handles End User Data, it agrees to comply with all applicable laws, its collection, use, retention, and disclosure of any Personal Information complies with all applicable, including without limitation, the Privacy Laws, governing the handling and processing of such Data.

(iii) During the Term of the Agreement, End User may extract End User Transaction Data from the Caller Verify using Provider's standard functionality. Upon expiration or earlier termination of this Agreement, Provider shall make available to End User, at no cost, for thirty (30) days following the termination or expiration of this Agreement, for download a file of End User Transaction Data (excluding personal and confidential information, unless in hashed format) in comma separated value (.csv) format. After such thirty (30) day period, Provider shall delete or destroy all End User Transaction Data in its possession except that which is incorporated into Aggregated Statistics.

8.3. Feedback. If End User or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"). End User hereby assigns to Provider on End User's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8.4. Marks. Neither Party will directly or indirectly obtain or attempt to obtain at any time, any right, title or interest by registration or otherwise in or to the other Party's Marks ("Marks"). Each party acknowledges that the goodwill associated with their respective Marks belongs and will inure exclusively to the owning Party. Upon request, each Party will modify or cease its use of any Marks belonging to the other Party.

9. WARRANTY DISCLAIMER.

THE PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET END USER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

10. INDEMNIFICATION.

10.1 Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless End User from and against any and all losses, damages, liabilities, costs (including reasonable legal fees) ("**Losses**") incurred by End User resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that Caller Verify, or any use of Caller Verify in accordance with this Agreement, infringes or misappropriates such third party's Canadian intellectual property rights, *provided that* End User promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, End User agrees to permit Provider, at Provider's sole discretion, to (a) modify or replace Caller Verify, or component or part thereof,

to make it non-infringing, or (b) obtain the right for End User to continue use. If both parties determine that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to End User.

This **Section 10.1** will not apply to the extent that the alleged infringement arises from: (A) End User or its Authorized User's use of Caller Verify in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) End User or its Authorized User's modifications to Caller Verify not made by Provider; (C) End User Data; or (D) Third-Party Components. For clarity, use of Provider IP with Okta is authorized by Provider.

10.2 **End User Indemnification.** End User shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses arising from or relating to the End User Data, or any use of the End User Data in accordance with this Agreement, including: (a) any Third-Party Claim that the End User Data infringes or misappropriates such third party's intellectual property rights; (b) any Losses relating to any breach of Laws or of this Agreement by End User or any Authorized User; and (c) any Third-Party Claims based on End User's or any Authorized User's (i) negligence or wilful misconduct; (ii) use of Caller Verify in a manner not authorized by this Agreement; (iii) use of Caller Verify in combination with data, software, hardware, equipment or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to Caller Verify not made by Provider. End User may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and *further provided that* Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defence thereof by counsel of its own choice.

11. LIMITATIONS OF LIABILITY.

EXCEPT AS OTHEWISE AGREED HEREIN, IN NO EVENT WILL either Party BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER BY AUTHORIZED AGENT UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. TERM AND TERMINATION.

12.1. **Term.** The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until one (1) year from such date (the "**Initial Term**"). Thereafter, the Parties may renew for subsequent terms in twelve (12)

month increments (each a “Renewal Term”), and at fees as negotiated and mutually agreed to in writing by the Parties prior to any Renewal Term.

12.2. The “Initial Term” and any “Renewal Term” (if any) shall be referred to herein as the “Term” unless terminated by either party hereto upon written notice not later than thirty (30) days prior to the expiration of the Initial Term or any Renewal Term, as the case may be. Any expiration or termination of this Agreement shall not modify any rights or obligations of the Parties hereto which arose prior to such expiration or termination

12.3. Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, in its sole discretion, with immediate effective upon written notice to End User: (a) if Authorized Agent fails to pay any amount when due and such failure continues more than thirty (30) days after Provider's delivery of written notice thereof or (b) End User fails to comply with any of the terms and conditions of this Agreement.

(ii) Provider may terminate this Agreement in its sole discretion for any reason by providing ninety (90) days' written notice to the other party Authorized Agent in advance of such termination taking effect;

(iii) either Party may terminate this Agreement, with immediate effect upon written notice to the other Party, if an Okta Agreement is not in place, has terminated or has expired;

(iv) either Party may terminate this Agreement, with immediate effect upon written notice to the other Party Authorized Agent, if the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(v) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party Authorized Agent: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

12.4 Effect of Expiration or Termination.

(i) End User Obligations. Upon expiration or earlier termination of this Agreement, End User shall: (a) immediately discontinue use of Caller Verify and any Provider Confidential Information and; (b) without limiting End User's obligations under Section 7, End User shall delete, destroy, or return all copies of Provider's Confidential Information, except that which may be required for archival purposes.

(ii) Provider Obligations. Upon expiration or earlier termination of this Agreement, Provider shall: (a) make End User Data available to End User for download in accordance with Section 8(iii); and (b) without limiting Provider's obligations under Section 7 and subject to Section 8(iii), delete, destroy, or return all copies of End User's Confidential Information, except that which may be required for archival purposes.

12.5 Survival. Sections 1, 2.6, 8, 8, 10, 11,11, 12.4, 12.5 and Section 13 shall survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

13. MISCELLANEOUS.

13.1 Entire Agreement. This Agreement, together with Order Confirmation Forms, Exhibits and all any Order Forms, Caller Verify Support Portal Terms, and any amendments or supplements thereof, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

13.2 Incorporation by Reference. All terms, provisions and agreements set forth in the Authorized Agent Purchase Order are hereby incorporated in this Agreement by reference and shall be deemed to have the same force and effect as though fully set forth herein.

13.3 Relationship of the Parties. Provider is an independent contractor and nothing in this Agreement will be construed to make either Provider or End User partners, joint venturers, principals, agents or employees of the other. Neither Party will have any right, power or authority, express or implied, to bind or make representations on behalf of the other.

13.4 Order of Precedence. In the event of any inconsistency between a Third Party Components Agreement, this Agreement, Caller Verify Support Portal, any Order Forms, the following order of precedence governs: (i) first, a third Party Components Agreement; (ii) second, this Agreement; (iii) third, the Order Forms to this Agreement as of the Effective Date; and (iv) fourth, Caller Verify Support Portal terms. This Agreement shall not be modified or amended except by a written document executed by both parties to this Agreement.

13.5 Notices. All notices, requests and communications to the Parties hereunder shall be in writing (including e-mail or similar writing) and shall be given to the Parties Authorized Agent at their respective address as identified below or to such other addresses as either Party may hereafter specify by written notice to the other Party. Each such notice, request, or communication shall be effective upon receipt, provided that if the day of receipt is not a business day, then the notice shall be deemed to have been received on the next succeeding business day.

(i) If to End User:

End User Name
 End User Address
 Attn: Contact Name
 E-mail: Contact Email

(ii) If to Provider:

TechJutsu Corp.
 Continental Drive, Suite 401
 Newark, Delaware, 19713
 Attn: Tracey Nyholt
 E-mail: tracey.nyholt@TechJutsu.com

(iii) If to Authorized Agent:

Name
Address
Attn: Contact Name
E-mail: Contact Email

13.6. Force Majeure. In no event shall either Party be liable to the other party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond that Party's reasonable control, including acts of God, epidemics, pandemics, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labour stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo. If any event of force majeure persists for a period of ninety (90) days or more, either party shall have the right to terminate this Agreement upon written notice to the other party. Upon such termination, neither party shall be liable to the other, except for any payment obligations accrued prior to the termination date, provided that services were rendered.

13.7. Amendments and Modifications. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

13.8. Additional or Amended Terms. The parties may amend or supplement the terms of this Agreement at any time by signing a written addendum, which shall be deemed incorporated by this reference upon execution. Unless expressly stated otherwise in an applicable addendum, all addenda shall terminate upon the expiration or termination of this Agreement. Provider shall not be bound by any subsequent terms, conditions or other obligations included in any Authorized Agent purchase order, vendor portal, receipt, acceptance, confirmation or other correspondence from End User unless expressly assented to in writing by Provider and counter-signed by its authorized agent.

13.9. Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (a) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13.10. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13.11. Governing Law, Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Trial by jury is irrevocably waived.

13.12. Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of Caller Verify or any Customer Data outside the US.

13.13. Assignment. End User may not assign, delegate, transfer, subcontract or any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Provider may assign any of its rights or obligations hereunder without the consent of End User. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

13.14. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 7 or, in the case of End User, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

13.15. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Confirmation of the execution of this Agreement may be communicated by way of electronic transmission of a signed copy of this execution page.

***An executable copy of this Agreement will be provided directly to the End User as part of the procurement process.**