

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 (“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 United States and Canadian statutory holidays.
 - 1.3. **“Business Hours”** means the hours between 8:00 am and 5:00 pm Mountain Time. Response Times for Support Requests shall follow the targets described in the Support Objectives (Section 11.2) and are dependent on the assessed Priority.
 - 1.4. **“Customer SME”** means the Customer’s dedicated resource, or resources, who have knowledge of the Customer’s systems and Dependent SaaS Tenants and are authorized to 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. **“Escalation”** means the forwarding of a Support Request from the Help Desk to the Provider, and the assignment of a Provider SME, for the purpose of assessing and resolving an Issue regarding the Services.
 - 1.8. **“Help Desk”** means Long View Systems Corporation and its authorized agents, contracted by the Provider, to provide 24-hour call center support to Customers. The Help Desk is responsible for evaluating, prioritizing, and either resolving or initiating Escalation of the Customer’s Support Request.
 - 1.9. **“Issue”** means the subject of a Support Request that the Customer SME requires assistance with.
 - 1.10. **“ITSM”** means the Information Technology Service Management tool the Customer subscribes to.
 - 1.11. **“Maintenance Window”** means the period in which Caller Verify does not need to be available and which is reserved for regular maintenance.

- 1.12. **“Monthly Uptime Percentage”** is the calculation of the Actual Uptime/Scheduled Uptime x 100%.
- 1.13. **“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.
- 1.14. **“Priority 1 or P1”** means Caller Verify is unavailable to all Authorized Users while the Dependent SaaS Tenants are still available.
- 1.15. **“Priority 2 or P2”** means Caller Verify is not performing as expected and 50% of Authorized Users cannot access the Services.
- 1.16. **“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.
- 1.17. **“Priority 4 or P4”** means Customer SME has suggestions for improvements or modifications that they would like the Provider SME to review.
- 1.18. **“Provider SME”** means the Provider’s Technical Resource who will be the point of contact for the Customer SME in the event of a Support Request Escalation.
- 1.19. **“Response Time”** means the number of Business Hours the Help Desk and the Provider SME have 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 Help Desk has received the Support Request.
- 1.20. **“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 and which occurs during the Maintenance Window.
- 1.21. **“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.
- 1.22. **“Scheduled Uptime”** means the Actual Time the Services are expected to be available to Customer for normal business use. Scheduled Uptime excludes Scheduled Upgrades, Scheduled Maintenance and communicated Unplanned Maintenance.
- 1.23. **“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.
- 1.24. **“Support”** means the Support that has been purchased by the Customer as specified on the Order Form and described in the Support Provisions (Section 11).
- 1.25. **“Support Availability”** means the number of hours that Support is available to the Customer. Support is available 24 hours per day, 7 days per week.
- 1.26. **“Support Communication”** means the agreed upon methods of communication between Customer, Help Desk and Provider for information including but not limited to, Scheduled and Unplanned Maintenance, Support Requests, and Service Upgrade availability.

- 1.27. **“Support Request”** means a request for support initiated by the Customer and submitted to the Help Desk when the Service is not functioning as expected or intended.
- 1.28. **“Unplanned Maintenance”** means when it is necessary for a Service Outage to be performed outside the Maintenance Window.
- 1.29. **“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 directly to Customer SMEs by the Provider via email.
 - 3.1.1. The Provider will use commercially reasonable efforts to provide five (5) 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 SMEs and alternative Customer contacts, 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 sending by Provider 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. Service Monitoring
 - 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 and Handling
 - 8.1. Provider or Customer shall notify the other party 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 any vulnerability patches, 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 Security Event 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 SPECIFICATIONS

9. Support Communication Methods
 - 9.1. The following Support Communication Methods may be used by the Customer to initiate Support Requests.
 - 9.1.1. Technical Support Email: support@techjutsu.com
 - 9.1.2. Technical Support Phone Number: 1-855-314-3061
10. Support Requests Submission

- 10.1. The Customer SME will initiate a Support Request to the Help Desk and provide the following details:
 - 10.1.1. the contact information of the submitter,
 - 10.1.2. the status of the Dependent SaaS Tenants (such as ITSM, IVR and IdP),
 - 10.1.3. the severity (Priority) of the Issue, and
 - 10.1.4. all other important details about the Issue, including screenshots where applicable.
- 10.2. The Customer SME must provide adequate information and documentation to enable the Help Desk to analyze and resolve the Issue.
- 10.3. If the Issue can be resolved by the Help Desk, all details of the Issue and its resolution will be retained, and the Support Request will be closed.
- 10.4. If the Issue requires further investigation, the Help Desk will initiate an Escalation to the Provider, who will assign the Issue to an SME. The Provider SME will make commercially reasonable efforts to recreate the Issue. The Provider SME will add all investigation details to the initial Support Request and communicate directly to the Customer SME that an update will be issued within the applicable Response Time, in accordance with the assessed Priority Classification.
- 10.5. Help Desk and Provider SME Response Times shall follow the Support Objectives defined in Section 11.2, in accordance with the Priority Classification determined by the Help Desk.
- 10.6. The Help Desk and 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 Provisions

11.1. Priority Matrix

		IMPACT		
		High (all users)	Medium (50% of users)	Low (single user)
URGENCY	High	P1	P2	P3
	Medium	P2	P3	P4
	Low	P3	P4	P4

11.1.1. **Impact** is defined as a measure of the extent of the Issue also taking into account potential damage caused by the Issue before resolution, as defined within the following range:

- All authorized users.
- 50% of authorized users.
- Application functionality affected, or single authorized user affected.

11.1.2. **Urgency** is defined as how quickly the resolution of the Issue is required, defined within the following range:

- High – Immediate action required.
- Medium – Standard Support Request.
- Low – Client/user Issue that may be resolved at a later date.

11.1.3. **Priority** is defined as follows:

- **P1. Critical** – Caller Verify is unavailable to all Authorized Users while the Dependent SaaS Tenants are still available. Immediate and sustained effort using all available resources until resolved.
- **P2. High** – Caller Verify is not performing as expected and 50% of Authorized Users cannot access the Services. Immediate response using one or more resources until resolved.
- **P3. Medium** – Caller Verify is impaired but not seriously impacted. Errors consistently appear for most or all Authorized Users, but the Services may still be used. Diagnosis and resources provided during Business Hours and Business Days until resolved.
- **P4. Low** – No impediments to key functionality of Caller Verify. Customer SME has suggestions for improvements or modifications that they would like the Provider SME to review. Diagnosis and resources provided during Business Hours and Business Days until resolved.

11.2. Support Availability and Objectives

11.2.1. The following response objectives have been established to align with the Priority defined in the Priority Matrix provided in Section 11.1 above. See Definitions for descriptions of Business Hours and Business Days.

11.2.2. Priority is determined based on an assessment of each individual request logged in the ITSM system.

Priority	Issue Assessment	Service Hours	Response Target	Target to Resolve
P1 – Critical	24 x 7	24 x 7	30 Minutes	2 Hours
P2 – High	24 x 7	24 x 7	30 Minutes	4 Hours
P3 – Medium	24 x 7	8 x 5	2 Hours	Next Business Day
P4 - Low	24 x 7	8 x 5	2 Hours	5 Business Days

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.**