

## TECHJUTSU CALLER VERIFY

### US CUSTOMER SOFTWARE AS A SERVICE (SAAS) AGREEMENT

#### IMPORTANT:

THIS IS A LEGAL AND ENFORCEABLE DOCUMENT. PLEASE READ IT CAREFULLY. THIS SOFTWARE AS A SERVICE AGREEMENT (TOGETHER WITH ITS ATTACHMENTS, "**AGREEMENT**") FORMS A BINDING CONTRACT BETWEEN TECHJUTSU CORP., A DELAWARE CORPORATION WITH ITS PRINCIPAL PLACE OF BUSINESS AT 200 CONTINENTAL DRIVE, SUITE 401, NEWARK, DELAWARE, 19713 ("**TECHJUTSU**") AND THE ENTITY IDENTIFIED IN THE CALLER VERIFY PURCHASE ("**CUSTOMER**"). TECHJUTSU AND CUSTOMER MAY BE REFERRED TO HEREIN COLLECTIVELY AS THE "**PARTIES**" OR INDIVIDUALLY AS A "**PARTY**".

IF YOU (THE PERSON ACCEPTING THIS AGREEMENT) ARE ACCEPTING THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER OR ANOTHER ENTITY, YOU AGREE THAT: (I) YOU HAVE FULL LEGAL AUTHORITY TO BIND YOUR EMPLOYER OR SUCH ENTITY TO THIS AGREEMENT, AND (II) YOU AGREE TO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER OR SUCH ENTITY.

IF YOU ARE ACCEPTING THIS AGREEMENT USING AN EMAIL ADDRESS FROM YOUR EMPLOYER OR ANOTHER ENTITY, THEN: (I) YOU WILL BE DEEMED TO REPRESENT THAT PARTY, (II) YOUR ACCEPTANCE OF THIS AGREEMENT WILL BIND YOUR EMPLOYER OR THAT ENTITY TO THESE TERMS, AND (III) THE WORD "YOU" OR "CUSTOMER" IN THIS AGREEMENT WILL REFER TO YOUR EMPLOYER OR THAT ENTITY.

BY CLICKING ON THE "AGREE" (OR SIMILAR BUTTON OR CHECKBOX) THAT IS PRESENTED TO YOU AT THE TIME OF PLACING AN ORDER, OR BY USING OR ACCESSING CALLER VERIFY, YOU CONFIRM YOU ARE BOUND BY THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, DO NOT CLICK "AGREE" (OR SIMILAR BUTTON OR CHECKBOX), OR USE OR ACCESS CALLER VERIFY.

The following Terms and Conditions govern the access and use of Caller Verify provided by TechJutsu Corp ("**TechJutsu**") to the customer ("**Customer**"). TechJutsu and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**". In consideration of the mutual promises 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

#### (a) Definitions

**"Aggregated Statistics"** means metadata and quantitative statistical information regarding application usage and quantitative statistical information automatically generated by Customer's use of Caller Verify that is collected, compiled and used by TechJutsu 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 (i) does not include Customer Confidential Information and (ii) cannot be used to identify Customer, its Affiliates, any Authorized User or any other individual.

**"Authorized User"** means Customer's employees, consultants, contractors, artificially intelligent system, and agents (i) who are authorized by Customer to access and use Caller Verify under the rights granted to Customer pursuant to this Agreement; and (ii) 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 is of a type and nature that a reasonable person, in the context of the disclosure, would understand to be confidential or proprietary. For certainty, Confidential Information shall be deemed to include all information made available to Customer in using Caller Verify, Documentation, TechJutsu IP, Customer Transaction 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.

**"Customer"** means the entity on behalf of which this Agreement is accepted or, if that does not apply, the individual accepting this Agreement.

**"Customer Transaction Data"** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User or obtained, developed, or produced by TechJutsu or to which TechJutsu has access, in connection with this Agreement or through Caller Verify.

**"Documentation"** means TechJutsu's user manuals, architectural diagrams, handbooks, and guides relating to Caller Verify provided by, or made available by, TechJutsu to Customer or Authorized Users either electronically or in hard copy form, including such

documentation that may have been provided by TechJutsu to Customer prior to the start of the Subscription Term.

**"Feedback"** means suggestions, ideas, enhancement requests, recommendations or other information provided by Customer or its Users relating to the features, functionality or operation of Caller Verify. Feedback does not include Customer Confidential Information or Customer Transaction Data.

**"Fees"** means the amounts payable by Customer to TechJutsu for the rights and services set forth in an Order Form.

**"Law"** means all applicable statutes, ordinances, regulations, rules, treaties, industry standards, court orders, judgments, and legal requirements from any government or regulatory authority, whether federal, state, local, or foreign, as well as decisions from courts, tribunals, or arbitrators, including any amendments or replacements to these.

**"Okta Agreement"** means an agreement Customer or TechJutsu 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 Customer by Okta, Inc.

**"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).

**"Order Form"** means the executable sales document containing the Customer's corporate information, contact name, Subscription Term, Renewal Term, billing details including currency, payment terms and frequency, Service Commitment, Support Specification and Fees.

**"TechJutsu IP"** means Caller Verify, Documentation, TechJutsu 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, TechJutsu IP includes Aggregated Statistics, and any information, data, or other content derived from TechJutsu's monitoring of Customer's access to or use of Caller Verify.

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

**"Service Commitments"** shall mean the performance and availability commitments as set forth in the **"Caller Verify Support Page"**.<sup>1</sup>

**"Subscription Term"** means the term for Customer's use of or access to Caller Verify and related support services as identified in an Order Form.

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

**"Updates"** means a minor modification or addition that includes corrections or modifications (other than an Upgrade) to correct errors, provide bug fixes or minor enhancements.

**"Upgrade"** means a major revision or modification which changes Caller Verify's utility or efficiency and/or which adds features, functions, applications or modules.

- (b) Interpretation. For purposes of this Agreement: (i) the terms **"include"**, **"includes"** and **"including"** shall be deemed to be followed by the words "without limitation"; (ii) the term **"or"** shall not be construed as exclusive; and (iii) the terms **"herein"**, **"hereof"**, **"hereby"**, **"hereto"** and **"hereunder"** refer to this Agreement as a whole; (iv) references to **"Sections"** and **"Order Form"** shall refer to the Sections in this Agreement and the currently executed Order Form.

## 2. Access and Use

- (a) Provision of Access. TechJutsu shall make Caller Verify available to Customer pursuant to and conditioned on Customer's payment of Fees and compliance with all the terms and conditions of the Agreement. TechJutsu shall grant Customer and its Authorized Users a non-exclusive, non-transferable (except in compliance with Section [12\(h\)](#)) right to access and use Caller Verify during the Subscription Term, solely for Customer's internal business operations in accordance with the terms and conditions herein.
- (b) Documentation License. Subject to the terms and conditions contained in this Agreement, TechJutsu hereby grants to Customer and its Authorized Users a non-exclusive, non-sublicenseable, non-transferable (except in compliance with Section [12\(h\)](#)) license to use Documentation during the Subscription Term solely for Customer's internal business purposes in connection with its use of Caller Verify.
- (c) Third-Party Components. Caller Verify may contain or otherwise make use of software, code, content, data, documentation, or other materials, including, "open source" or "freeware" software (collectively, **"Third-Party Components"**). Third-Party Components may be licensed under additional or other license terms that accompany such Third-Party Components and Customer agrees to be bound by,

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

and shall comply with, the provisions of such license terms. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the license terms that accompany any Third-Party Components.

- (d) Reservation of Rights. TechJutsu reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third-party any intellectual property rights or other right, title, or interest in or to TechJutsu IP.
- (e) Suspension. Notwithstanding anything to the contrary in this Agreement, TechJutsu may suspend Customer's access to any portion or all of Caller Verify if:
  - (i) Customer fails to make any payment to TechJutsu when due, in accordance with Section [5\(a\)](#); (ii) TechJutsu determines, in its sole discretion, that (A) Customer or any Authorized User is not using Caller Verify in accordance with this Agreement, (B) there is a threat or attack on any of the TechJutsu IP, (C) Customer's or any Authorized User's use of the TechJutsu IP disrupts or poses a security risk to TechJutsu IP or to any other customer or vendor of TechJutsu, (D) Customer, or any Authorized User, is using TechJutsu IP for fraudulent or illegal activities, (E) subject to applicable Law, Customer 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 (F) TechJutsu's provision of Caller Verify to Customer or any Authorized User is prohibited by applicable Law; or (iii) any third-party has suspended or terminated TechJutsu's access to or use of any third-party services or products required to enable Customer 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(e), a "**Service Suspension**"). TechJutsu shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to Caller Verify following any Service Suspension. TechJutsu 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 TechJutsu's sole discretion. TechJutsu will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.
- (f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, TechJutsu may monitor Customer's use of Caller Verify and collect and compile Aggregated Statistics. As between TechJutsu and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by TechJutsu. Customer acknowledges that TechJutsu may compile Aggregated Statistics based on Customer Transaction Data input into Caller Verify. Customer agrees that TechJutsu may (i) make Aggregated Statistics publicly available in compliance with applicable Law, including in TechJutsu's marketing and promotional materials and (ii) use Aggregated Statistics to the

extent and in the manner permitted under applicable Law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

- (g) Subscription Services: Updates and Modifications. TechJutsu may, if Customer is current on all fees to TechJutsu and fully complies with the terms of the Agreement, throughout the Subscription Term, provide on a regular basis, modifications to, enhancements, Updates and Upgrades to Caller Verify. Any updates or modifications to the Subscription Services will not materially diminish TechJutsu's responsibilities under this Agreement during the applicable Subscription Term. TechJutsu retains the right, at its discretion, to create any modifications to, enhancements, Updates and Upgrades to Caller Verify and shall use commercially reasonable efforts to notify Customer of any upgrade to a Caller Verify.

### 3. Customer Responsibilities

- (a) General. Customer is responsible and liable for all uses of Caller Verify and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer 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 Customer will be deemed a breach of this Agreement by Customer. Customer 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.
- (b) Dependencies. Customer acknowledges that the successful functioning of Caller Verify provided by TechJutsu is dependent on Okta Platform ("**Dependencies**"). Customer agrees that any subscription to Okta services, upon which Caller Verify relies, is solely the responsibility of the Customer. Customer undertakes to bear any associated costs, including but not limited to API licensing fees, necessary to support the functionality of Caller Verify. Customer agrees to be bound by, and shall comply with, the provisions of such license terms to the extent disclosed in writing to Customer by TechJutsu on or prior to the start date of the Subscription Term. TechJutsu shall disclose in writing to the Customer all required dependencies along with any associated licensing obligations on or prior to the start date of the Subscription Term of this Agreement. Additionally, TechJutsu shall notify Customer promptly of any changes or updates to dependencies that may impact the performance or functionality of Caller Verify.
- (c) Reasonable Assistance. Customer acknowledges that TechJutsu's timely performance of its obligations hereunder may require that Customer provide, or provide access to, Customer's facilities, equipment, assistance, cooperation, data, information and materials as agreed upon in writing ("**Cooperation**") to TechJutsu or its designee(s), including Okta, Inc. or other of TechJutsu's licensors and service providers. TechJutsu shall not be liable for any deficiency in performing its obligations hereunder if such deficiency results from Customer's failure to provide



full Cooperation as required hereunder. Cooperation includes (i) designating a technical lead to interface with TechJutsu during the Subscription Term; (ii) allocating and engaging any additional resources as may be required to assist TechJutsu in performing its obligations hereunder; and (iii) making available to TechJutsu any data, information and other materials required for TechJutsu to perform its obligations hereunder.

- (d) Use Restrictions. Customer shall not use Caller Verify for any purposes beyond the scope of the access granted in this Agreement, Documentation or Order Forms. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of Caller Verify or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Caller Verify or Documentation; (iii) 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; (iv) remove any proprietary notices from Caller Verify or Documentation; or (v) 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. Any such use of Caller Verify in breach of this Agreement, Documentation or Order Forms by Customer that in TechJutsu's judgment threatens the security, integrity or availability of Caller Verify may result in TechJutsu's immediate suspension of Customer's access to Caller Verify; however, TechJutsu will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.

#### 4. Service Support

- (a) Subject to the terms and conditions of this Agreement, TechJutsu shall use commercially reasonable efforts to provide support services in accordance with the support terms specified in the applicable Order Form 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**").
- (b) Caller Verify Support Page incorporated herein by reference, as applicable to the extent to this Agreement and the currently executed Order Form. Caller Verify Support Page may be updated from time to time by posting the amended terms on its website. Any updates or modifications to the support services will not materially diminish TechJutsu's responsibilities under the support policy during the applicable Subscription Term. Further, should reasons beyond the control of TechJutsu result in down time, TechJutsu 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.
- (c) In the event any Party wishes to change services under the currently executed Agreement, it shall provide notice in writing to the other Party ("**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 Subscription Term, or a superseding Change Order is executed.

### 5. Fees and Payment

- (a) Fees. Customer agrees to pay TechJutsu all Fees set forth in the applicable Order Form in accordance with this Agreement and the Order Form. If not otherwise specified in an Order Form, TechJutsu shall invoice Customer the annual subscription fee set forth in the most recently executed Order Form thirty (30) days prior to the commencement of each Subscription Term. Customer shall pay all invoiced amounts in U.S. Dollars within thirty (30) days of the invoice date, together with any applicable taxes. Except as otherwise specifically provided in this Agreement, all Fees paid and payable to TechJutsu hereunder are non-cancelable and non-refundable. If Customer fails to pay any Fees due to TechJutsu under an Order Form or otherwise in connection with this Agreement by the due date, in addition to any other rights or remedies it may have under this Agreement or by matter of Law, (i) TechJutsu reserves the right to suspend the Service upon thirty (30) days' written notice to Customer, until such amounts are paid in full; and (ii) where such Fees are due to TechJutsu, TechJutsu will have the right to charge interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable Law until Customer pays all amounts due. TechJutsu may, in its sole discretion, choose not to exercise its right to charge interest or suspend the Service under this Section 5(a) if, in TechJutsu's sole determination, Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the issue.
- (b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on TechJutsu's income, unless Customer provides TechJutsu with a valid tax exemption certificate authorized by the appropriate taxing authority.

### 6. Confidentiality

Each Party agrees to protect the other Party's Confidential Information (as defined herein) in the same manner that it protects its own proprietary and confidential information of like kind, but in no event using less than a reasonable standard of care. Neither party shall disclose or use the other Party's Confidential Information for any purpose outside the scope of their business relationship without prior written permission from the disclosing party. Confidential Information may be disclosed to a Party's affiliates, employees, directors, contractors, agents, and advisors who (i) have a legitimate "need to know" in order to fulfill the purpose of the business relationship and (ii) are bound by confidentiality obligations substantially similar to those set forth herein. Confidential Information shall not include any information that (i) is or becomes generally known to the public, other than as a result of the act or omission of the receiving party; (ii) was rightfully known to a Party prior to its disclosure by the other Party without breach of any obligation owed to the other



Party; (iii) is lawfully received from a third party without breach of any obligation owed to the other Party; or (iv) was independently developed by a Party without breach of any obligation owed to the other Party. If a Party is compelled by law to disclose Confidential Information of the other Party, it shall provide prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other Party's cost, if the other Party wishes to contest the 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. Due to the unique nature of the Parties' Confidential Information disclosed hereunder, there may be no adequate remedy at law for a Party's breach of its obligations hereunder, and any such breach may result in irreparable harm to the non-breaching Party. Therefore, upon any such breach or threat thereof, the Party alleging breach shall be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it. Confidential Information is and shall remain the property of the disclosing Party and upon written request, the receiving Party shall use commercially reasonable efforts to, within a commercially reasonable timeframe after such request, return or destroy all Confidential Information of the disclosing Party in the possession or control of the receiving Party, provided, however, that (i) receiving Party may retain such copies as are reasonably necessary to comply with any Laws applicable to receiving Party or to comply with its document retention policies, and (ii) nothing herein shall require the alteration, modification, deletion or destruction of back-up tapes or other media made in the ordinary course of business, provided further that any such copies of Confidential Information retained by receiving Party shall remain subject to the confidentiality terms of this Section 6 while in receiving Party's possession.

## 7. Intellectual Property

- (a) TechJutsu IP. Customer acknowledges that, as between Customer and TechJutsu, TechJutsu owns all right, title, and interest, including all intellectual property rights, in and to TechJutsu 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 Third-Party Components.
- (b) Customer Transaction Data
  - (i) TechJutsu acknowledges that, as between TechJutsu and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to Customer Transaction Data. Customer hereby agrees TechJutsu to use Customer Transaction Data and perform all acts with respect to Customer Transaction Data as may be necessary for TechJutsu to provide Caller Verify to Customer.
  - (ii) Customer hereby represents and warrants that any information about an identifiable individual ("**Personal Information**") contained within Customer Transaction Data has been collected in accordance with all applicable Laws, the ("**Privacy Laws**") and, without limiting the foregoing, that any such individual has consented, in accordance with Privacy Laws, to the

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

- (c) Feedback. TechJutsu shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, disclose or incorporate any Feedback into its products, services, features, functionalities, and technologies. TechJutsu shall have no obligation to use Feedback, and Customer shall have no obligation to provide Feedback.
- (d) Marks. Customer will not directly or indirectly obtain or attempt to obtain at any time, any right, title or interest by registration or otherwise in or to TechJutsu Marks. Customer acknowledges that the goodwill associated with TechJutsu Marks belongs and will inure exclusively to TechJutsu and, upon request, Customer will modify or cease its use of any TechJutsu Marks. Customer hereby grants to TechJutsu a non-exclusive, royalty free license to include, with Customer's prior written consent, Customer's trademarks on TechJutsu's website or in its marketing materials.

## **8. Warranty Disclaimer**

TECHJUTSU SERVICE IS PROVIDED "AS IS" AND TECHJUTSU HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TECHJUTSU 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. TECHJUTSU MAKES NO WARRANTY OF ANY KIND THAT TECHJUTSU IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'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. TECHJUTSU STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO THIRD-PARTY COMPONENTS.

## 9. Indemnification

- (a) TechJutsu Indemnification. Subject to Section [9\(d\)](#), TechJutsu will defend (or at TechJutsu's exclusive option, pay the reasonable attorneys' fees for the defense of) any claim of an unrelated third-party brought against Customer alleging that Caller Verify, as provided by TechJutsu to Customer under this Agreement, infringes the third-party's patent, copyright, or registered trademark ("**Third-Party Claim**"). TechJutsu will indemnify Customer against the final judgment entered by a court of competent jurisdiction after exhaustion of any subsequent appeals, or paid to a third-party in accordance with a settlement agreement approved by TechJutsu that resolves such claim. In the event of any such claim, TechJutsu may, at its option: (i) obtain the right to permit Customer to continue using Caller Verify, (ii) modify or replace the relevant portion(s) of Caller Verify with a non-infringing alternative having substantially equivalent performance within a reasonable period of time, or (iii) terminate the infringing Caller Verify service and provide a pro rata refund of any prepaid, unused fees for such infringing service.
- (b) Exclusions. Notwithstanding the foregoing, TechJutsu will have no liability for any infringement claim of any kind to the extent that it is based on or results from: (i) modifications to Caller Verify by a party other than TechJutsu without written authorization from TechJutsu, (ii) the combination of Caller Verify with other products, processes or technologies, including any software other than software provided by TechJutsu and hardware or equipment (where the infringement would have been avoided but for such combination), (iii) Customer's use of Caller Verify other than in accordance with both this Agreement and the Documentation, (iv) modifications to Caller Verify by TechJutsu in compliance with Customer's explicit, written, designs, specifications or instructions; (v) continued use of Caller Verify after TechJutsu has notified Customer to discontinue such use, or (vi) a finding that Customer has committed willful infringement. TechJutsu's Indemnification Obligation does not extend to, and TechJutsu shall have no liability for, any portion of a third-party dispute or litigation concerning a claim based on anything other than Caller Verify as provided by TechJutsu to Customer under this Agreement.
- (c) Customer Indemnification. Subject to Section [9\(d\)](#), Customer will defend TechJutsu from any Third-Party Claim brought against TechJutsu alleging a violation of a third-party's rights that is based on or results from Customer's provision or use of the Customer Transaction Data or use of Caller Verify in a manner that is contrary to law or not in accordance with this Agreement or the Documentation. Customer will indemnify TechJutsu against the final judgment entered by a court of competent jurisdiction, or paid to a third-party in accordance with a settlement agreement approved by Customer that resolves such claim.
- (d) Indemnity Requirements. The party seeking indemnity under this Section 9 ("**Indemnitee**") must give the other party ("**Indemnitor**") the following: (i) prompt written notice of any claim for which the Indemnitee intends to seek indemnity, (ii) all information, access, cooperation, and reasonable assistance requested by the Indemnitor in the defense of the claim (including mitigation efforts), and (iii) sole control over the defense and settlement of the claim, including any subsequent

appeal (provided that any settlement by Indemnitor does not include an admission of liability by Indemnitee). Indemnitor will have no obligation to reimburse Customer for attorneys' fees and costs incurred prior to Indemnitor's receipt of notification of the infringement claim.

- (e) Sole Remedy. This section 9 sets forth Indemnitee's sole and exclusive remedy and Indemnitor's sole and exclusive obligation and liability for any claim hereunder.

### 10. Limitations of Liability

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: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER TECHJUTSU WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE; OR (vi) LOSS ARISING FROM THE ALTERATION OR MISUSE OF CALLER VERIFY AND/OR ANY RELATED SOFTWARE BY CUSTOMER. IN NO EVENT WILL EITHER PARTIES 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 TECHJUTSU UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

### 11. Term and Termination

- (a) Initial Term. The initial term of this Agreement begins on the start date of the Subscription Term and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the duration of the Subscription Term.
- (b) Renewal Term. This Agreement will only renew for additional terms (each a "**Renewal Term**") if such renewal is expressly and mutually approved by both Parties (if not expressly and mutually approved, this Agreement will automatically terminate at the expiration of the then-current term).
- (c) Termination. In addition to any other express termination right set forth in this Agreement:
  - (i) TechJutsu may terminate this Agreement, in its sole discretion, with immediate effect upon written notice to Customer: (A) if Customer fails to pay any amount when due, and such failure continues more than thirty (30) days following TechJutsu's delivery of written notice thereof; (B) if Customer

breaches any of its obligations under Section [2\(d\)](#) or Section [6](#); (C) in the event a Service Suspension persists, or is reasonably likely to persist, for over thirty (30) days; (D) in the event Customer is in breach of an Okta Agreement;

- (ii) either Party may terminate this Agreement, with immediate effect upon written notice to the other Party, 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
  - (iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (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.
- (d) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall: (i) immediately discontinue use of Caller Verify and any TechJutsu Confidential Information and; (ii) without limiting Customer's obligations under Section [6](#), Customer shall delete, destroy, or return all copies of TechJutsu's Confidential Information, except that which may be required for archival purposes. Termination of this Agreement shall not relieve Customer of the obligation to pay any amounts due under all Order Forms.
- (e) Survival. Sections [1](#), [2\(d\)](#), [2\(f\)](#), [5](#), [6](#), [7](#), [8](#), [9](#), [10](#), [11\(d\)](#), [11\(e\)](#) and Section [12](#) shall survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

## **12. Miscellaneous**

- (a) Entire Agreement. This Agreement, together with all Order Forms between TechJutsu and Customer, and any additional terms incorporated herein by reference, constitute the entire agreement between the Parties pertaining to the subject matter hereof, and any and all prior or contemporaneous written or oral agreements existing between the Parties, including any non-disclosure agreement(s), related to the subject matter hereof are expressly superseded. TechJutsu is an independent contractor, and nothing herein shall constitute either Party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose. Neither Party has the authority to bind or make representations on behalf of the other.

- (b) Order of Precedence. In the event of any inconsistency among the following documents, the descending order of precedence shall be: (i) this Agreement; (ii) addendum or amendment to this Agreement; (iii) the Order Form to this Agreement as of the Subscription Term; (iv) Caller Verify Support Page. No modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed or accepted by the parties hereto, except as expressly set forth herein; however, TechJutsu may update Documentation, including by posting updated documents on TechJutsu's websites. For clarity, all URL terms referenced herein include any updates made thereto and posted on such website or on a successor website designated by TechJutsu. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.
- (c) Notices. All notices related to this Agreement shall be in writing and will be effective upon the day of sending to the designated email address for TechJutsu or Customer, as applicable. Billing related notices to Customer may be provided by email to the relevant billing contact designated by Customer, and all other Support Service related notices to Customer will be made to the relevant system administrator designated by Customer in the same manner. Notwithstanding the foregoing, all Legal Notices (as defined below) related to this Agreement shall be in writing and will 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. All Legal Notices under this Agreement should be sent, if to TechJutsu, to [legal@techjutsu.com](mailto:legal@techjutsu.com) with "Legal Notice" clearly set forth in the subject line, or if to Customer, to the email address on the applicable Order Form, or as duly notified and provided to TechJutsu upon request, with the words "Legal Notice" clearly set forth in the subject line. As used herein, "**Legal Notices**" means notices of termination or claim for indemnification under this Agreement.
- (d) Force Majeure. If the performance of this Agreement or any obligation hereunder (other than obligations of payment) is prevented or restricted by reasons beyond the reasonable control of a Party (a "**Force Majeure Event**"), the Party so affected shall be excused from such performance and liability to the extent of such prevention or restriction. Each Party shall use reasonable efforts, including following any applicable procedures in its disaster recovery and business continuity plans, to mitigate the effect of a Force Majeure Event.
- (e) Subcontractors. TechJutsu may freely use subcontractors for the provision of Caller Verify and Support Services, and TechJutsu shall be responsible for the performance of its subcontractors and their compliance with TechJutsu's obligations under this Agreement, except as otherwise expressly specified herein.
- (f) Governing Law; Attorneys' Fees and Severability. This Agreement is governed by the laws of the State of New York, without regard to its conflict of law principles. Any legal action arising out of this Agreement shall be exclusively brought in the federal or state courts of New York, and both Parties submit to the exclusive jurisdiction of such courts. In any action to enforce this Agreement the prevailing Party will be entitled to reasonable costs and attorneys' fees. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of



competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

- (g) 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 Transaction Data outside the United States.
- (h) Assignment. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by Customer or TechJutsu without the other Party's prior written consent, which shall not be unreasonably withheld or delayed. Any purported assignment or delegation in violation of this Section shall be void and without effect. 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.
- (i) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section [6](#) or, in the case of Customer, Section [2\(d\)](#), would cause irreparable harm to the other Party, for which monetary damages would be inadequate. In such cases, the harmed Party is entitled to equitable relief, including a restraining order, injunction, specific performance, or other available relief, without the need to post a bond or prove actual damages. These remedies are in addition to any other legal or equitable remedies available.

The Parties hereby consent to the use of electronic signatures in connection with the execution of any Order Form, or any other document to be delivered in connection herewith and agree that such electronic signatures shall be legally binding with the same force and effect as delivery of an original executed copy.