Schedule 2
Support Commitments

Introduction and scope

This Schedule sets out the Support Services that are to be provided by iProov for the Client. Those Support Services and the terms that apply to them depend upon the Service Package that applies. The relevant Service Package is specified in the applicable Order Form.

For the avoidance of doubt, all capitalized terms not defined herein shall have the meaning given in the Agreement (including the Schedules attached thereto).

Where applicable, Schedule 3 (Service Credit and Performance Appendix) sets out remedies for failures of iProov to meet obligations under this Schedule.

Summary of Support Services

The table below specifies the Support Services which are available according to the applicable Service Package - Bronze, Silver, Gold or Platinum. Further details and explanation of capitalized terms that appear in the table are contained in the text that appears beneath it.

Service component	Description	Service Package			
		Bronze	Silver	Gold	Platinum
Customer Success					
Success meetings	Review performance, discuss future initiatives, share product roadmaps, explore potential new use cases	Annually	Monthly (remote)	Weekly or monthly (remote or in person)	Weekly or monthly (in person)
Standard Implementation Assistance	Up to twenty (20) hours Implementation Assistance	✓	✓		
Enhanced Implementation Assistance	Up to forty (40) hours Implementation Assistance			✓	✓
Designated Solutions Architect	Implementation Assistance led for iProov by a Designated Solutions Architect for the specified period after go live for up to four (4) hours per week	4 weeks	6 weeks	8 weeks	8 weeks
Designated CSM	'Customer Success Manager' assigned to the Client		✓	✓	✓
Executive Business Reviews	Senior business stakeholders to review overall engagement and identify potential joint engagement opportunities	n/a	6-Monthly	Quarterly	Quarterly

Reporting					
Basic Reporting (monthly)	Utilisation, high level success rates, billing	✓	✓	✓	✓
Advanced Reporting (monthly)	Advanced analytics on key utilisation and business outcomes metrics		✓	✓	✓
Trend Reporting (monthly)	6 months trending on key utilisation and business outcomes metrics			✓	✓
Technical Support model					
Support in Normal Business Hours by service desk **ticket**	Response times as defined in the 'SLA Target' column of the Table of Remedies in Schedule 3 (Service Credit and Performance Appendix).	✓	✓	✓	✓
Support in Normal Business Hours by service desk **phone**	Response times as defined in the 'SLA Target' column of the Table of Remedies in Schedule 3 (Service Credit and Performance Appendix).		✓	✓	✓
Support **out of Normal Business Hours** by phone (P1 issues only) and by service desk ticker (P1, P2, and P3 issues)	Response times as defined in the 'SLA Target' column of the Table of Remedies in Schedule 3 (Service Credit and Performance Appendix).			✓	✓
24x7 self service (online help centre and knowledge base)	Facility to report support issues	✓	✓	✓	✓
Platform Availability and Deprecation					

iProov Products Availability	Availability Target 99.50%	✓			
	Availability Target 99.90%		✓		
	Availability Target 99.95%			✓	✓
3-month Deprecation Window	The period of time for which deprecated iProov Products or Development Tools will be supported following a Deprecation Notice.	✓			
6-month Deprecation Window			✓	✓	✓
Transaction Response Time					
Transaction Response Time	Target: 12 seconds for 99% or more of Transactions	✓			
	Target: 12 seconds for 99% or more of Transactions		✓		
	Target: 12 seconds for 99% or more of Transactions			✓	✓
Hosting					
	1 production Multi-Tenant Environment capped 1TPS	✓			

TPS and environment	1 production Multi-Tenant Environment with reserved 1TPS		✓		
	1 production Multi-Tenant Environment reserved 2TPS			✓	
	1 x Single Tenant Environment for live production with reserved 3TPS				✓
	2 x Single Tenant Environment in the same Hosting Region as production for staging and development capped at 1TPS				✓

Implementation Assistance

"**Standard Implementation Assistance**" consists of up to twenty (20) hours of Implementation Assistance.

"**Enhanced Implementation Assistance**" consists of up to forty (40) hours of Implementation Assistance.

"**go live**" is the point at which an iProov Product commences to be accessible to End Users other than exclusively for testing purposes; in order to facilitate the provision of Implementation Assistance, the Client shall agree with iProov in writing the timing of go live prior to its occurrence.

"**Implementation Assistance**" is such assistance to be provided by iProov as part of the Service Package purchased by Client, as indicated in the applicable Order Form; it typically comprises assistance with implementation of the iProov Products in the context of the relevant Use Case, its certification and/or support prior to, and for an agreed period following, go live of the Use Case. However, certification of a Use Case by iProov does not imply that iProov takes any responsibility for or approves that Use Case (including without limitation as to its functions, facilities or performance). For the avoidance of doubt, "**certification**" here refers to the output of the iProov Customer Success team's review of the Client implementation of a Combined Service against iProov's best practices.

"**Use Case**" is an implementation of a Combined Service that is agreed between the Parties.

"**Designated Solutions Architect**" is an individual responsible for the initial and subsequent implementations of the iProov Products into the Client Product.

"**Designated CSM**" is an individual with overall responsibility for the relationship and ultimate success of Client via account management and programme management.

The Designated Solutions Architect and the Designated CSM are individuals as specified by iProov and may be succeeded or replaced at any time at iProov's discretion.

Fees for Implementation Assistance shall be as specified in the Order Form ("**Implementation Fees**").s

Reporting by iProov

Reporting is provided or made available by iProov on a monthly basis. iProov may also provide or make available reporting on a weekly basis if agreed in writing by the Parties in the Order Form.

"**Basic Reporting**" comprises monthly reporting on: (i) utilisation and performance metrics broken down by iProov Technologies (GPA or LA technology) as well as channel (iOS, Android, Web).

"**Advanced Reporting**" comprises monthly reporting on analytics that are agreed in writing between the Parties.

"**Trend Reporting**" is a report that provides Basic Reporting on a month-by-month basis for the past six (6) months.

All reporting is provided on an "as-is", "as-available" basis, and iProov disclaims all warranties, express or implied, in relation to its reporting.

Deprecation Window

The "**Deprecation Window**" is the period of time a Development Tool or an iProov Product will be supported following a Deprecation Notice.

A "**Deprecation Notice**" is the announcement of a software version for a Development Tool or an iProov Product that is to be deprecated, usually accompanying an announcement of a major feature or product release in respect of the relevant Development Tool or iProov Product.

Test Transactions

Up to 1,000 Transactions per month in aggregate to be used through Trial Service Providers for non-production testing, development and integration purposes.

Hosting

An "**instance**" is a provisioned iteration of an iProov Product hosted in a cloud service provider environment.

A "**Single Tenant Environment**" is an instance provisioned solely for the Client.

A "**Multi-Tenant Environment**" is an instance provisioned for the Client and other clients of iProov, deploying logical separation of data between them.

Non-chargeable Transactions for development and testing

iProov will make available to the Client up to two sets of Credentials to access Trial Service Providers. Trial Service Providers may not be used for commercial exploitation.

Service Availability

"**Availability**" of the iProov Products solution and servers will be calculated as follows:

Availability % = (Agreed Service Time − Downtime) / Agreed Service Time

Downtime and planned maintenance

Periods when the accessibility or use of iProov Products or any part(s) of them is/are compromised or unavailable (a) within the planned maintenance window of between 22:00 and 06:00 in the time zone applicable in the relevant Hosting Region, provided iProov has given notice of the planned maintenance as specified in the Service Package, or outside the normal business hours of 09:00 to 18:00 in the time zone applicable in the relevant Hosting

Region (for unplanned maintenance), or (b) during Excluded Time, shall not be deemed to constitute Downtime. Simultaneous Downtime that affects more than one Production Service Provider shall be counted as one period of Downtime.

Time following go live when Production Service Providers are intended to be active for production is "**Agreed Service Time**".

"**Excluded Time**" is any time during which the accessibility or use of iProov Products or any part(s) of them is/are compromised or unavailable as a direct or indirect result of (a) failure of, or congestion experienced in, any part of a network outside of where an iProov Product is hosted (such as, without limitation, on the internet); (b) events of force majeure for which relief from liability is available as contemplated by Section 15.10 (Force Majeure) of this Agreement; (c) failure of, or other problem encountered in relation to, a Combined Service, or any other Client, End User or third party-related issue; or (d) suspension of an iProov Product (including suspension of an Account) by iProov pursuant to any of the terms of the Agreement.

Downtime shall begin at the time when iProov acknowledges the opening of a support ticket notifying the relevant Downtime. Downtime notification tickets must be opened via Support Channels as described under "Raising support issues" below.

Availability shall be deemed to have been established as soon as the capability to access or use the affected iProov Product(s) has been restored or an interim workaround solution has been provided, as determined by iProov.

Transaction Response Time

"**Transaction Response Time**" is the time taken from (a) completion of the receipt of the input data component of a Transaction (such as an image or video) on iProov's servers to (b) the delivery of a successful verification of that Transaction to the API, and (i) is subject to the continuous availability to the End User of a wired or wireless network connection delivering throughput of greater than 1Mb/s and a ping time shorter than 100ms, and (ii) does not apply during Excluded Time.

The Transaction Response Time commitment is twelve (12) seconds for 99% or more of Transactions during the Measured Period.

Service Desk

Service level desk support responsibilities:

● Level 1 Service Desk shall mean support for End Users, generally provided by trained employees of Client, including provision of basic assistance on the use of the iProov Products and requests applicable to a documented procedure.

● Level 2 Service Desk shall mean support provided for persons providing Level 1 support, including analysis and attempts to resolve the incidents referred from Level 1.

● Level 3 Service Desk shall mean support provided to Client which involves the intervention of iProov maintenance and/or development teams and their partners, including the analysis and resolution of incidents from Level 2.

Client will be responsible for providing Level 1 support to End Users throughout the Term. iProov shall provide Level 2 and Level 3 support to Client throughout the Term.

Maintenance and Management of Incidents

iProov shall maintain the iProov Products by endeavouring to diagnose, treat, correct and work around Faults in response to reported Incidents according to their severity level. Prioritisation for Incident tickets will be subject to protocols defined by iProov. Faults and Incidents are categorised by iProov according to the following "**Priority Levels**":

- P1 − an iProov Product is completely unavailable as a result of a Fault
- P2 − Either (a) one or more components of the iProov Product is/are not available as a result of a Fault but End Users or Third Party Customers are able to access the iProov Product; or (b) a component of the iProov Product is not available or is impaired as a result of a Fault and is substantially delaying or preventing Transactions
- P3 − Fault not impacting the ability of End Users to execute Transactions

If a Fault affects only one or more individual SDKs, and does not constitute a P1 (as described above), that Fault will be addressed in iProov's next formal release of the relevant SDK. Note that iProov may not be able to address a Fault as it relates to one or more individual unsupported handsets.

References to (a) "**Fault**" are to a failure of the iProov Product to conform to iProov's applicable technical specification for that iProov Product; and (b) "**Incident**" is to a reasonably suspected Fault reported through Support Channels.

Raising support issues

Support is provided in English language only. Support tickets can be raised via the following channels (the "**Support Channels**"):
- Web channel: https://iproov.freshdesk.com which creates a ticket via our support ticketing tool
- Email: support@iproov.com which creates a ticket via our support ticketing tool
- Telephone: Dedicated support telephone numbers:
  UK Tel No: +44 1924 950 640
  US Tel No: +1 (844) 590 0240
  SG Tel No: +65 3 1384320
  Critical (P1) Issues: +44 333 0160884

Remedies

Client's entire remedy and iProov's exclusive liability for failures to meet the requirements of this Schedule are as set out in Schedule 3 (Service Credit and Performance Appendix).

Escalation relating to Support Services

Level	Client	iProov
Third	[Chief Operating Officer]	Chief Information Officer
Second	[Procurement Officer]	VP Global Customer Success

Initial	[Delivery Manager or similar]	Customer Success Manager

Issues relating to Support Services under this Schedule will be escalated by the Parties according to the following principles:

● The parties will use all reasonable endeavours to resolve issues within the level to which they are allotted;

● Meetings conducted to resolve escalations will have minutes; and

● Unresolved matters will be escalated in the order specified in the table above: Initial, then Second, then Third Level.