



Engage Communication, Inc.
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Engage Communication, Inc.

Enterprise Software Support Maintenance Agreement

ACCEPTANCE OF TERMS

These terms govern the Enterprise Software Support Maintenance Coverage for products manufactured by Engage Communication, Inc. ("ENGAGE"). **This agreement represents a purchased software support contract and does not constitute, replace, or extend the Standard and Extended Hardware Warranty Terms. ENGAGE does not provide software support, maintenance, or helpdesk access without an actively purchased software support contract. This contract operates on an all-inclusive enterprise model requiring one hundred percent (100%) coverage across the CUSTOMER's full deployment footprint.** By submitting a Purchase Order specifically for this enterprise software maintenance contract directly to ENGAGE, or by purchasing this coverage strictly through an officially authorized reseller or distributor, the purchaser ("CUSTOMER") implicitly accepts and agrees to be bound by these Terms. These Terms operate in conjunction with a Support Coverage Document, which details the specific type of coverage, enterprise deployment parameters, products covered ("COVERED PRODUCTS"), and the period of coverage ("TERM").

1. SOFTWARE SUPPORT

1.1. ENGAGE will provide CUSTOMER with Software updates, complete with updated documentation, including changes, modifications, enhancements, upgrades, and additions for COVERED PRODUCTS during the TERM. Software updates will be made available via the ENGAGE support portal (<https://www.engageinc.com/support/technical-support.html>).

1.2. If required, CUSTOMER may request physical shipment of Software updates. CUSTOMER will be responsible for all shipping charges and any and all import duties and taxes. Purchasers of multiple copies of a single software package should indicate when more than one (1) update is required.

1.3. For verifiable software defects attributed to ENGAGE that cause the Software to deviate from the published documentation that applies to that specific ENGAGE Product purchased, ENGAGE will provide technical support to investigate the issue. ENGAGE does not guarantee a finite resolution timeline, but commits to an initial response and commencement of diagnostic troubleshooting on a best-efforts basis within two (2) working days for high-priority, seven (7) working days for medium-priority, and twenty-one (21) working days for low-priority problems.

1.4. Written notice of support claims must be received by ENGAGE within the TERM.

2. SUPPORT SERVICES

2.1 Field Troubleshooting Prerequisite: Prior to contacting ENGAGE's Helpdesk, the CUSTOMER must conduct initial on-site diagnostic troubleshooting in the field using a qualified technician to isolate and identify the issue. ENGAGE support services are designed to serve as an escalation path after reasonable local troubleshooting efforts have been exhausted.

2.2 Helpdesk Access: All product support claims and support services must be initiated by contacting ENGAGE's Helpdesk:

- **Phone Support:** +1 831-688-1021, Option 3 for Support
- **Email Support:** support@engageinc.com
- **Live Support Hours:** Monday through Friday during normal Business Days: 7:30am to 5:30pm, PST. For after Live Support hours, please email support@engageinc.com or call and leave a voicemail.

2.3 Required Verification Data: When contacting ENGAGE's Helpdesk, the following information is required in order to verify support coverage and to effectively diagnose the issue:

- **Coverage Identifier:** The support term number (e.g., 123450101) as displayed on the coverage document given when the support was purchased.
- **Product Identifiers:** Serial Number of the hardware unit to confirm alignment with the covered enterprise network footprint.
- **Diagnostic Data:** Description of the problem with supporting information such as Error Logs and Configuration Files.

2.4. ENGAGE will verify support claims provided that the problem can be recreated with the latest unaltered release of the appropriate Software. Verified problems will be forwarded to ENGAGE's software engineering department for problem resolution and validation.

2.5. Product enhancements requests may be submitted via the ENGAGE Helpdesk. ENGAGE will review such requests for possible inclusion in future releases of Software.

2.6. ENGAGE's Helpdesk provides technical support that includes product troubleshooting for software configurations, software configurations diagnostics, and user operations. **Hardware repair, physical component replacement, and equipment defects are strictly excluded from this contract and are governed exclusively under the separate Engage Standard and Extended Hardware Warranty Terms.** Support beyond the scope of the Helpdesk or during off hours can be purchased separately.

3. LIMITATIONS

3.1. Nothing in these Terms shall be construed as requiring any ENGAGE personnel to visit any location of CUSTOMER in connection with furnishing support services.

3.2. ENGAGE reserves the right to define the addition of a major function to the Software as a new product option and not as an update.

3.3. Software releases provided by ENGAGE under a TERM to correct nonconformities may contain updates, upgrades, and enhancements in addition to the corrected Software. CUSTOMER may not activate or use such updates, upgrades, or enhancements unless specifically authorized to do so under additional license.

3.4. Software releases provided by ENGAGE under a TERM to correct nonconformities may only be installed where the original Software is under warranty or covered under a TERM.

3.5. CUSTOMER is entitled to download all applicable updates during the TERM. Once the TERM expires, access to updates will be removed and they will no longer be available to CUSTOMER.

3.6. Priority level and escalation will be mutually set by ENGAGE and CUSTOMER based on the severity and situation of the software problem.

4. CUSTOMER AGREES

4.1 Supported Software Versions: CUSTOMER agrees to maintain the Software on an active, ENGAGE-supported software release train. ENGAGE reserves the right to decline technical support or diagnostic engineering services for versions of Software that have been completely superseded by stable subsequent releases.

4.2 Upgrade Prerequisites for Support: If a software defect or bug reported by CUSTOMER has been addressed, patched, or resolved in a more current, commercially available software release or update, ENGAGE's support obligation shall be satisfied by providing access to that updated release. CUSTOMER acknowledges that upgrading to the recommended release version may be required as an operational prerequisite for continued troubleshooting, technical support, and problem isolation by ENGAGE engineering.

4.3 Enterprise Full-Footprint Coverage Requirement: Software maintenance updates, patches, and upgrades are provided strictly under an all-inclusive enterprise deployment model. CUSTOMER agrees that this software maintenance contract must encompass one hundred percent (100%) of all operational units of the specific ENGAGE product type active within the CUSTOMER's network infrastructure, organizational footprint, or designated operational sites. Selective, partial, or mix-and-match support coverage of a deployed product tier is strictly prohibited. Downloading, copying, or installing software updates onto any units not accounted for under the total scope of this enterprise contract constitutes a material breach of this agreement.

5. RENEWAL

5.1. Unless otherwise indicated, renewal notification will be sent using the contact details provided on the purchase order for the expiring TERM. Alternatively, to renew a TERM, please contact your ENGAGE sales representative quoting the expiring TERM number.

5.2. ENGAGE will provide a quotation against which a purchase order may be placed. For each purchase order, ENGAGE will provide details of these Terms plus a Support Coverage Document.

5.3. ENGAGE reserves the right to increase its annual support fee at time of renewal.

5.4. Should CUSTOMER allow the TERM to expire, a reinstatement fee will be charged for a renewal. Reinstatement is only available during the twelve (12) month period following expiration.

5.5. ENGAGE reserves the right to decline renewal of a TERM should production cease or End of Support be declared for the COVERED PRODUCTS.

5.6. ENGAGE may refuse renewal due to breach of these Terms by CUSTOMER.

6. CANCELLATION

Once the TERM has commenced, the coverage becomes non-cancellable.

7. GENERAL PROVISIONS

7.1. ENGAGE's failure to exercise any of its rights under these Terms shall not constitute a waiver or forfeiture of such rights.

7.2. The headings and titles of the clauses in these Terms are used for convenience and ease of reference and do not limit the scope or intent of the clause.

7.3. These Terms will be governed by and construed in accordance with the laws of the State of California, USA, without regard to its conflict of laws principles.