

EQUATURE SOFTWARE LICENSE TERMS (Updated)

Equature Software License Terms...

These Software License Terms (“Terms”) are an agreement between **Equature** (“Equature,” “we,” “our”) and **you** (“Customer,” “you,” “your”). These Terms govern all Equature software and services. By installing, accessing, or using any Equature software, application, or service, you agree to be bound by these Terms.

IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

If you comply with these Terms, you have the rights below.

1. Definitions

For purposes of these Terms:

- **“Software”** means all Equature proprietary software, including any components delivered as on-premise software, cloud-based software, mobile or web applications, hosted services, AI-powered features, or related tools provided to you.
- **“Services”** means all internet-based, cloud-based, or remotely delivered functionality that interacts with or enhances the Software, including processing, analytics, transcription, summarization, tagging, scoring, or other automated features.
- **“Device”** means any system, server, workstation, endpoint, or virtual environment on which the Software is installed or accessed.
- **“Customer Data”** means all data you upload, transmit, or process through the Software or Services, including audio, video, metadata, transcripts, tags, simulated call traffic, or related information.

These Terms also apply to all updates, supplements, internet-based services, and support services for the Software unless other terms accompany those items.

2. Installation and Use Rights

You may use only the copy of the Software installed on your licensed Device(s) or accessed through your authorized user account(s). The Software is not licensed for installation or use on any other Devices or by any unauthorized users.

Access to internet-based features or Services is provided according to your licensing agreement and may require an active maintenance plan, connectivity, or authentication.

3. Scope of License

The Software is **licensed, not sold**.

This agreement grants only limited rights to use the Software and Services.

You may not:

- bypass or work around technical limitations or security controls
- reverse engineer, decompile, or disassemble the Software
- publish or share the Software for others to copy
- rent, lease, lend, or sublicense the Software
- transfer the Software or these Terms to another entity
- use the Software to host commercial services for third parties
- use outputs from the Software to train external or third-party AI models
- use the Software or Services in violation of applicable laws

Equature reserves all rights not expressly granted.

4. Documentation

Authorized personnel may copy and use documentation only for internal reference purposes.

5. Internet-Based Services & Automated Processing

Some features of the Software rely on internet-based Services or automated processing. These may include:

- transcription, translation, speech-to-text, or audio analysis
- summarization, tagging, or categorization
- automated scoring or quality assessment
- call simulation, training, or scenario-based processing
- cloud-hosted features accessed through an Equature portal or application

You acknowledge that:

- Connectivity (including domain whitelisting) may be required for these features to function.
- Automated processing may occur on secure Equature systems.
- Certain features may be unavailable if connectivity or system requirements are not met.
- Automated or AI-assisted outputs are provided “as-is.”

Use of the Software and Services must comply with all applicable laws and regulations.

6. Export Restrictions

The Software is subject to U.S. export laws and regulations. You must comply with all domestic and international export restrictions that apply to the Software.

7. Customer Responsibilities

You are responsible for:

- maintaining system security, network configuration, and user credential protection
- ensuring your environment meets Software requirements
- compliance with laws regarding recording, retention, privacy, and public safety operations
- ensuring only authorized users access the Software and Services
- implementing any required retention schedules or backups

8. Support Services

Unless otherwise agreed:

- The Software is provided “as-is.”
- Support and updates may require an active maintenance agreement.
- Equature may decline support for expired, unsupported, or modified environments.

Customers with active maintenance receive 24/7/365 support.

9. Data Ownership & Permitted Use

You retain ownership of Customer Data.

You grant Equature a limited license to process Customer Data solely for:

- providing the Software and Services
- improving Software performance
- supporting operations, diagnostics, and troubleshooting
- delivering automated or AI-powered features

Equature does not sell Customer Data.

10. Entire Agreement

These Terms, together with any applicable contracts, purchase orders, schedules, or pricing documents, form the entire agreement for the Software and Services.

11. Applicable Law

If you acquired the Software in the United States, U.S. Federal law governs these Terms.

12. Disclaimer of Warranty

THE SOFTWARE IS LICENSED “AS-IS.” YOU BEAR THE RISK OF USING IT.
Equature provides no express warranties except where required by law.

To the extent permitted under local law, Equature disclaims all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement.

For government customers, Equature complies with FAR 12.404(b)(2) regarding repair or replacement of defective software discovered within a reasonable time after acceptance.

13. Limitation on and Exclusion of Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- YOU MAY RECOVER FROM EQUATURE AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00.
- YOU MAY NOT RECOVER CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR LOST-PROFIT DAMAGES.

This limitation applies regardless of:

- the legal theory of the claim
- whether the claim relates to the Software, Services, internet-based features, automated processing, or third-party sites
- whether Equature was advised of the possibility of such damages

Exceptions:

This limitation does *not* apply to:

- personal injury or death caused by Equature’s negligence
 - fraud
 - any liability that cannot legally be excluded
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14. Termination

Equature may suspend or terminate access if:

- you violate these Terms
- your license expires or is exceeded
- required maintenance or subscription fees are not paid
- your use creates security, legal, or operational risks

Upon termination, all rights to the Software and Services end immediately.

15. Modifications

Equature may update these Terms from time to time. Continued use of the Software or Services constitutes acceptance of the updated Terms.

16. Contact

Equature

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