Equature Software License, Maintenance, and Support Policy

This Software License, Maintenance, and Support Policy ("Policy") describes Equature's standard software licensing, maintenance, and technical support practices. This Policy is provided for informational purposes and does not replace or modify the terms of any signed agreement, order form, quote, or statement of work ("Order"). In the event of any conflict, the Order controls.

1. Software License (Standard)

Equature grants the customer ("Customer") a limited, non-exclusive, non-transferable license to use Equature software for Customer's internal business purposes during the term specified in the applicable Order.

Unless expressly authorized in writing, Customer may not:

- Sell, sublicense, rent, lease, or distribute the software to any third party
- Use the software for service bureau purposes
- Reverse engineer, decompile, or disassemble the software, except to the extent permitted by applicable law
- Remove or alter proprietary notices included in the software

All rights not expressly granted are reserved by Equature.

2. Ownership

Equature retains all right, title, and interest in and to its software, documentation, and related intellectual property. Customer retains all rights in its own recordings and operational data.

3. Maintenance Eligibility

Maintenance and support are available only to customers with an active maintenance agreement covering the applicable Equature software.

4. What Maintenance Typically Includes

When purchased, maintenance typically includes:

- Remote technical support for Equature software
- Software bug fixes and patches
- Access to Equature software updates and version releases

5. What Maintenance Typically Does Not Include

Unless explicitly included in a signed agreement or Order, maintenance does not include:

- Hardware upgrades or replacements
- Operating system upgrades, hotfixes, or patch management
- Troubleshooting or support for third-party systems (including carriers, PBX systems, CAD systems, radio systems, and Customer IT infrastructure)
- Onsite service
- Customer-requested changes outside the original system scope

Equature may assist with issues outside of maintenance coverage, but such work may be billable if not included in the applicable Order.

6. Customer Responsibilities

To receive support, Customer is responsible for:

- Maintaining a suitable operating environment (power, network, HVAC, etc.)
- Providing reasonable remote access and credentials as needed for troubleshooting
- Coordinating third-party vendors when required to diagnose external issues
- Notifying Equature of material infrastructure or routing changes that may affect system functionality

7. Support Contact

Equature Support is available by:

- Phone: 888-305-3428
- Email: support@equature.com

8. Remote First

Equature will attempt remote troubleshooting first. If an onsite visit is required, it will be handled according to the Customer's agreement or billed separately if not covered.

9. Out-of-Maintenance Support

If a Customer's maintenance expires, Equature may provide support on a time-and-materials basis at Equature's then-current rates, subject to purchase order or written authorization.

10. Limitations

Equature is not responsible for issues caused by factors outside its control, including:

- Customer network or infrastructure failures
- Carrier, PBX, CAD, or radio vendor outages or failures
- Unauthorized configuration changes

- Malware, ransomware, or other malicious attacks
- Third-party software or operating system updates

11. Updates to This Policy

Equature may update this Policy from time to time. Updates apply prospectively and do not modify existing signed agreements.