



END USER LICENSE AGREEMENT (FOR RESALES THROUGH BUSINESS PARTNER)

This Master Subscription Agreement ("**Agreement**"), dated as of the date of the last signature below (the "**Effective Date**"), is between **EGAIN CORPORATION** with offices at 1252 Borregas Avenue, Sunnyvale, CA 94089 ("**eGain**"), and _____ with offices at _____ ("**Customer**"). Customer and eGain are each a "**Party**" and collectively, "**Parties**".
THIS END USER LICENSE AGREEMENT WAS LAST UPDATED.

SECTION 1. GENERAL

1. **Agreement Term.** This Agreement shall be in effect from the Agreement Effective Date and shall remain in effect until the stated term(s) in all Orders have expired or have otherwise been terminated.

1.2 **eGain Offerings Generally.** Subject to the terms of this Agreement, eGain shall provide the applicable eGain Offering(s) to Customer as identified in an Order entered into by eGain with Customer, or with Business Partner purchasing on behalf of Customer. eGain reserves the right, in its discretion, to make changes to the eGain Offering(s), including issuing enhancements, modifications, new versions, and making changes to the format, medium or method of delivery, so long as such changes do not materially adversely affect the functionality of the purchased eGain Offering(s).

1.3 **Purchases through or by a Business Partner.** In instances where Customer purchases through a Business Partner, final prices and terms and conditions of sale will be as agreed between Customer and the Business Partner from which Customer makes such purchases; however, the terms set forth in this Agreement are applicable to Customer's use and the performance of, eGain's Offerings (unless eGain specifically requires Customer to click and accept a different end user license agreement for any specific eGain Offering resold by a Business Partner, in which case, such different end user license agreement shall govern the Customer's use of, and the performance of, the specific eGain offering resold by a Business Partner). Unless agreed otherwise in writing between eGain and Business Partner, any Business Partner purchasing any eGain Offerings on behalf of an end customer, shall fully comply with this Agreement as if it is the Customer if the Business Partner has access to, or utilizes any of the purchased eGain Offerings, and shall further require that its end customer(s) comply with the terms of this Agreement if such end customer has access to, or utilizes any of the purchased eGain Offerings. Customer acknowledges that: (a) eGain may share information with the Business Partner related to Customer's use and consumption of the eGain Offerings for account management and billing purposes; (b) the termination provisions below will also apply if Customer's Business Partner fails to pay applicable fees; and (c) Business Partner is not authorized to make any changes to this Agreement or otherwise authorized to make any warranties, representations, promises or commitments on behalf of eGain or in any way concerning the eGain Offerings.

1.4 **Compliance with Applicable Laws.** eGain will provide the eGain Offerings in accordance with its obligations under laws, regulations and other instruments having the force of law governing the Agreement ("**Applicable Laws**") which are applicable to eGain's provision of the eGain Offerings to its customers generally, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data, without regard to Customer's particular use of the eGain Offerings and subject to Customer's use of the eGain Offerings in accordance with this Agreement.

SECTION 2. CLOUD SERVICES, CLOUD SERVICES ADD-ONS AND CLOUD SUPPORT



2.1 **Cloud Term.** Cloud Services, Cloud Support and subscription-based Cloud Add-Ons purchased by Customer under an Order commence on the Commencement Date and continue for an initial term as set forth in the applicable Order ("Initial Cloud Term"). Following the Initial Cloud Term of an Order, if Customer is purchasing directly from eGain, the purchased Cloud Services, Cloud Support and subscription-based Cloud Add-Ons may be renewed for subsequent terms as mutually agreed in writing by the parties (each, a "Renewal Cloud Term" and together with the Initial Cloud Term may be referred to as the "Cloud Term").

2.2 **Access Rights Granted.** For the duration of the applicable Cloud Term and subject to Customer's payment obligations, and except as otherwise set forth in the Agreement or the applicable Order, Customer shall have the non-exclusive, non-assignable (except as expressly permitted in the Agreement), limited right to access and use the purchased Cloud Services on Customer's System, including the Documentation and anything developed by eGain and delivered to Customer as part of the Cloud Services, solely for Customer's internal business operations, up to the maximum use permitted as specified for the purchased Cloud Services in the applicable Order ("Authorized Use Limitation"). Neither Customer nor its Users acquire under this Agreement any right or license to use the Cloud Services in excess of the scope and/or duration of the Cloud Services stated herein and in the applicable Order. Customer may permit its third-party contractors and Affiliates to serve as Users provided that any use of the Cloud Offerings by each such third-party contractor or Affiliate is solely for the benefit of Customer or such Affiliate.

2.3 **Standard Cloud Services Features; Cloud Services Add-Ons.** Cloud Services purchased by Customer in an Order will entitle the Customer to receive certain standard features, service levels or other benefits set forth in Exhibit A attached hereto. If Customer desires to obtain certain additional features, service levels or other benefits with respect to the Cloud Services not provided under the standard Cloud Services purchased by Customer, eGain offers, from time to time, additional Cloud Services Add-Ons that Customer may purchase separately in an Order.

2.4 **Acceptable Use Policy.** Customer shall not sublicense, license, sell, lease, rent or otherwise make the Cloud Services available to third parties (other than Users who are using the Cloud Services in accordance with Customer authorized use of the Cloud Services). When using the Cloud Services, Customer shall not, and shall ensure that Users do not (collectively, "Acceptable Use Policy"): (a) copy, translate, disassemble, decompile, reverse-engineer or otherwise modify any parts of the Cloud Services; (b) transmit any content, data or information that is unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy right or right of publicity, or racially or ethnically objectionable; (c) infringe the intellectual property rights of any entity or person; (d) interfere with or disrupt the eGain software or eGain systems used to provide the Cloud Services, or other equipment or networks connected to the Cloud Services; (e) use the Cloud Services in the operation of a service bureau, outsourcing or timesharing service; (f) circumvent or disclose the user authentication or security of the Cloud Services or any host, network, or account related thereto; (g) access the Cloud Services for the purpose of building a competitive product or service or copying its features or user interface; (h) store or transmit SPAM or Malicious Code; (i) interfere with or disrupt the integrity or performance of the Cloud Services or third-party data contained therein; (j) attempt to gain unauthorized access to the Cloud Services or their related systems or networks; (k) make any use of the Cloud Services that violates any applicable local, state, national, international or foreign law or regulation; (l) perform any penetration testing, vulnerability assessment / scanning; (m) perform activities that may result in URL to become blacklisted; (n) perform any denial of service attacks (DDOS) activities to any part of the platform; (o) perform system or URL load testing. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Services and notify eGain promptly of any such unauthorized access or use. Customer shall be responsible for its Users' compliance with this Agreement.

2.5 **Beta Functionality.** eGain may offer, and Customer may choose, to accept access to Beta Functionality, which will be described as such in the applicable Documentation for Cloud Services. eGain may require Customer to accept additional terms to use Beta Functionality. Any production use of the Beta Functionality is at



Customer's sole risk. eGain does not warrant the correctness and completeness of the Beta Functionality, and eGain shall not be liable for errors or damages caused by the usage of the Beta Functionality.
eGain Confidential

2.6 **Units of Subscription**. Cloud Offerings may be purchased, to the extent made available for purchase by eGain, in such units of subscription as expressly set forth in the applicable Order.

2.6.1 **Agent User Sessions**. If Customer has purchased the access and use of any Cloud Services where the unit of subscription is either a concurrent user or named user, the following shall apply:

- (a) A person at a Customer's contact center who interacts with customers via phone, email or chat, in order to fulfill Customer requirements and who uses or accesses any Cloud Services product other than through any eGain's SelfService Cloud Services products (an "Agent User") may only utilize the Cloud Services through a validly purchased concurrent user or named user license (to the extent such licenses are made available by eGain).
- (b) Unless expressly set forth otherwise in an Order, Customer is not permitted to exceed the use of any such concurrent user or named user licenses purchased under an Order.
- (c) The default Timeout Period for a Session commenced by a unique and identified Agent User ("Agent User Session") is set to fifteen (15) minutes, and in no event will a Timeout Period for an Agent Session be less than fifteen (15) minutes.

2.6.2 **Self-Service Sessions**. If Customer has purchased the access and use of any Self-Service Cloud Services, the following shall apply:

- (a) The default Timeout Period for a Session commenced by a User using any of eGain's Self-Service cloud Services products (e.g. "Web Self-Service", "Virtual Assistant", etc.) ("Self-Service Session") is set to five (5) minutes, and in no event will a Timeout Period for a Self-Service Session be less than five (5) minutes.
- (b) For billing purposes, Customer's use of any Self-Service Cloud Services product will be calculated based on the occurrence of the number of Self-Service Session Billable Units. Each "Self-Service Session Billable Unit" means a Self-Service Session of up to ten (10) minutes. If a Self-Service Session is opened for more than ten (10) minutes, then it will be counted as multiple Self-Service Sessions. If a Self-Service Session is opened for less than ten (10) minutes, then it will be counted as one (1) Self-Service Session. For example, if a User logs into a Self-Service Session for seven (7) minutes, Customer will be deemed to have used one (1) Self-Service Billable Unit; if a User logs into a Self-Service Session for fifteen (15) minutes, Customer will be deemed to have used two (2) Self-Service Session Billable Units; and if a User logs into a Self-Service Session for twenty-three (23) minutes, Customer will be deemed to have used three (3) Self-Service Session Billable Units.
- (c) Customer further acknowledges as follows:
 - i. Self-Service Sessions are linked to a Self-Service portal which can either be set up as an internal (agentfacing) portal or an external (customer or third party facing) portal. Accessing such Self-Service portal directly or via APIs will be deemed to consume a Session.



ii. Agent-facing portals must be set up to restrict anonymous access and agents must be uniquely identified to access such portal and anonymous API calls may not be used in agent-facing scenarios.

iii. If the Customer utilizes any third-party solutions that access the Self-Service Sessions, Customer must ensure that such third-party system has been configured not to allow for 'Multiplexing'. The term "Multiplexing" as used herein shall mean the use of the third-party system to 'pass through' requests, cache them or apply any other method to reduce the Session consumption on the system. Examples of multiplexing include, without limitation:

I. using eGain APIs to routinely extract knowledge data to create a mirrored site on a non-eGain system which is open for general access;

II. using eGain APIs to cache requests for reuse across multiple requests without requiring a unique Session for each User; and/or

III. using a single Session in a third-party solution and continually recycling a single Session to serve multiple Users' Sessions.

2.6.3 Overages and Required Overages Purchase. Unless agreed otherwise in the applicable Order, for any Cloud Services which have been purchased in minimum block(s) of units of subscription (e.g. block of Sessions, block of SMS messages, block of offers, etc.), any overages of such purchased block(s) of units of subscription during the Cloud Term will require Customer to pay Business Partner (and Business Partner to make corresponding payment to eGain) for the month(s) where such overages were incurred by increments of the applicable block(s) of units of subscription for such Cloud Services, regardless of the actual overage, at eGain's list price (or Business Partner's standard list price if purchased through Business Partner) for such blocks of units of Subscription ("Required Overages Purchase"). In addition to the Required Overages Purchase, Customer shall also be required to pay Business Partner (and Business Partner to make corresponding payment to eGain) fees for Cloud Support for the Required Overages Purchase at 15% of the applicable fees payable for such Required Overages Purchase and additional fees for already purchased Cloud Add-Ons calculated in proportion to the applicable fees for such purchased Cloud Add-Ons. Unless agreed otherwise in the applicable Order, all overages and the Cloud Support for the Required Overages Purchases will be billed quarterly in arrears. No overages are permitted for those Cloud Services purchased via concurrent user or named user units of subscription.

2.7 Service Levels and Cloud Support. The applicable service levels for the Cloud Services are as described in eGain's then-current Cloud Support Policy and which is incorporated into this Agreement. Furthermore, provided that Customer is current on payment of the applicable fees for Cloud Services and Cloud Support, eGain's provision of maintenance and support services for such Cloud Services ("Cloud Support") is as set forth in eGain's then-current standard Cloud Support Policy. For clarity, if Customer has purchased any Cloud Services, Customer must also separately purchase Cloud Support for the term corresponding to the applicable Cloud Term for the purchased Cloud Services. eGain reserves the right to non-materially modify such Cloud Support Policy at any time at its sole discretion, provided that applicable Cloud Support and the applicable service levels for the Cloud Services provided under the Cloud Support Policy will not materially degrade during any applicable Cloud Services Term.

2.8 Audit of Customer's Use. eGain may run reports on the applicable analytics platform from time to time to determine any overages by Customer. If there are overages, eGain shall share the reports with Customer, indicating the overages along with necessary invoices to charge for these overages. During the term of this Agreement, eGain may also audit Customer's compliance with the Acceptable Use Policy. Customer shall



reasonably cooperate with eGain's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Customer's normal business operations.

2.9 Updates and Upgrades. If Customer is current on its payment of fees for Cloud Services, then during the applicable Cloud Term, Customer shall be entitled to receive eGain Updates and Upgrades, made available by eGain at eGain's sole discretion. The term "Updates" and "Upgrades" shall have the meanings as defined in eGain's then-current Cloud Support Policy. eGain will make Customer aware of Updates or Upgrades through notifications and periodic announcements. Upgrades will occur unless the Customer has notified eGain in writing of its reasonable objection to such new Upgrade within thirty (30) days from receipt of the notice. In the event Customer has provided such written objection to eGain, eGain requires that the Customer cooperates closely with eGain to resolve any such objection. Additional charges may apply if Customer unduly delays the implementation of any such required Upgrades.

SECTION 3. OTHER SERVICES

3.1 If Customer desires to purchase Professional Services or any other services from eGain not covered by this Agreement, the parties will execute a separate written agreement to cover any such additional services.

SECTION 4. SUSPENSION AND TERMINATION

4.1 Suspension. In addition, eGain may, in its reasonable determination, temporarily suspend access to the Cloud Services or a portion thereof, if and to the extent eGain can substantiate that the Customer's continued use of the Cloud Services may, as a result of the manner of Customer's use, result in harm to the security or privacy of the Cloud Services, eGain customers, or other third parties, upon prior written notice to Customer as the circumstances permit.

4.2 Termination for Insolvency. Either party may terminate this Agreement at any time with immediate effect on the giving of written notice to the other party if the other party becomes or appears likely to become insolvent or bankrupt, subject to a winding up proceeding, has a receiver appointed or has any proceeding seeking such an appointment filed against it that is not dismissed within thirty (30) days thereafter, is dissolved or in the process of dissolution, makes any arrangement for the benefit of creditors, or initiates or becomes or appears likely to become subject to any other form of an insolvency proceeding.

4.3 Additional Customer's Termination Rights. Customer may terminate one or more eGain Offerings in accordance with GSAR Clause 552.212-4(l) or (m), and if eGain is in breach of any material obligation hereunder with respect to such eGain Offerings and eGain fails to remedy such material breach within thirty (30) days after receiving written notice requiring it to do.

4.4 Additional eGain's Termination Rights. eGain shall have the right to terminate, in its sole discretion, one or more eGain Offerings in any of the following events: (a) if the Customer is in breach of any material obligation hereunder obligation and fails to remedy such breach within thirty (30) days after receiving written notice requiring it to do so; or (b) eGain is prohibited from supplying an eGain Offering under any Applicable Laws, provided that eGain shall give Customer as much advance notice as is practicable under the circumstances.

4.5 Effects of Termination. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, eGain shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Termination or expiration of this Agreement for any reason shall not release either party from any obligation or terminate any right under this Agreement which, by its nature, is intended to survive.



4.6 Customer Data Retrieval. Customer may request in writing within sixty (60) days after the effective termination or expiration date of the purchased Cloud Services ("Customer Data Retrieval Period"), a copy of its Customer Data (additional charge may apply if there is more than one such request from Customer). After such Customer Data Retrieval Period, eGain has no obligation to maintain or provide any of Customer Data and shall, unless legally prohibited, dispose of all Customer Data in its systems or control. If Customer desires to obtain data extracts or data dumps during the Cloud Term, Customer may, through Business Partner, separately purchase from eGain in an Order the Data Extract Add-On or Data Dump Add-On, respectively, from eGain's Cloud Services Add-Ons.

SECTION 5. FEES, INVOICING AND PAYMENT TERMS

5.1 Fees. If Customer has purchased the eGain Offerings through a Business Partner, Customer shall pay Business Partner the applicable fees for the purchased eGain Offerings as specified by the Business Partner's terms and conditions of sale. If Customer has purchased the eGain Offerings directly from eGain, then the following shall apply:

(a) Customer shall pay the fees for the purchased eGain Offerings as set forth in the applicable Orders in accordance with the GSA Schedule Pricelist. All fees for eGain Offerings are based on the specific eGain Offerings subscriptions purchased and not actual usage, and quantities purchased cannot be decreased during the relevant contracted term of such eGain Offerings.

(b) Unless agreed otherwise in the applicable Order, eGain Offerings fees for the entire initial contracted term for such eGain Offerings will be invoiced on the applicable commencement date of such eGain Offerings. Unless agreed otherwise in the applicable Order, eGain Offerings fees for each renewal contracted term for such eGain Offerings will be invoiced entirely in advance prior to the start of such renewal term.

(c) Unless agreed otherwise in the applicable Order, payment for each invoice shall be due within 30 days from the date of invoice.

5.2 No contingency. Customer agrees that Customer's purchase of subscription(s) for the Cloud Offerings is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by eGain or Business Partner, including any roadmaps, with respect to future functionality or features.

SECTION 6. REPRESENTATIONS AND WARRANTIES

6.1 Limited Warranties.

6.1.1 General Warranties. Each party represents and warrants that (i) it has the right, power and authority to enter into this Agreement and to grant the rights granted to the other party hereunder; and (ii) it will comply with Applicable Laws to its business in connection with its use or provision of the eGain Offering(s).

6.1.2 Cloud Services Warranty. eGain represents and warrants that during the applicable Cloud Term, for the purchased Cloud Services, such Cloud Services will perform in all material respects in accordance with its published Documentation. Customer's exclusive remedy for any breach of the foregoing warranty will be for eGain to use its commercially reasonable efforts to correct such non-compliance; provided however that if eGain fails to remedy such non-compliance in all material ways within a commercially reasonable time, eGain shall, as Customer's exclusive remedy and upon Customer's written request provided to eGain within a commercially reasonable time, terminate the provision of such non-conforming Cloud Services. This warranty shall not apply if the error or non-conformance is caused by misuse of the



Cloud Services, modifications to the Cloud Services by Customer, its' Users, or any third-party (including, but not limited to, third-party hardware, software, or services but excluding any hardware, software, or services of subcontractors of eGain) used in connection with the Cloud Services.

6.2 Disclaimer of Implied Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE EXTENT NOT EXPRESSLY PROHIBITED BY LAW, NEITHER EGAIN NOR ITS VENDORS MAKE ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT OR RESULTS TO BE DERIVED FROM THE USE OF OR INTEGRATION WITH THE EGAIN OFFERINGS, OR ANY OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT, OR THAT THE OPERATION OF ANY SUCH EGAIN OFFERINGS OR OTHER MATERIAL WILL BE SECURE, UNINTERRUPTED OR ERROR FREE. EGAIN DOES NOT GUARANTEE THAT EGAIN WILL BE ABLE TO CORRECT ALL ERRORS.

SECTION 7. INDEMNIFICATION.

7.1 eGain Indemnity Obligation. eGain shall have the right to intervene to defend Customer (at eGain's sole expense) against claims brought against Customer by any third party alleging that an eGain Offering when used by Customer in accordance with the terms and conditions of this Agreement, constitutes an infringement or misappropriation of a patent claim(s), copyright, or trade secret rights protected under U.S., U.K. laws and the laws of the jurisdiction where the Customer is located. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. eGain will pay damages finally awarded against Customer (or the amount of any settlement eGain enters into) with respect to such claims and will pay reasonable attorney's fees in connection with such defense. This obligation of eGain shall not apply if the alleged infringement or misappropriation results from (i) use of the eGain Offering in conjunction with any other product or software not supplied, recommended, approved or permitted by eGain, if such claim would not have arisen but for such combination; (ii) use of the eGain Offering in any manner inconsistent with this Agreement; (iii) any modifications to the eGain Offering made by Customer or any third party contractor of Customer without eGain's prior written consent, if such claim would not have arisen but for such modification; or (iv) service or free (no fee) or trial use of the eGain Offering. In the event a claim under Section 7.1 of this Agreement or in eGain's reasonable opinion is likely to be made, eGain may, at its sole option and expense: (i) procure for Customer the right to continue using the affected eGain Offering under the terms of this Agreement; or (ii) replace or modify the affected eGain Offering to be non-infringing without material decrease in functionality. If eGain provides written notice to Customer that the foregoing options are not reasonably available, eGain may terminate this Agreement and/or the applicable Order for the affected eGain Offering.

7.2 Reserved.

7.3 Mutual Indemnification. eGain shall also defend and indemnify the other party against any third-party claim or action for bodily injury, including death, and tangible property damage to the extent directly caused by the indemnifying party's negligence or willful misconduct in the course of performing its obligations under this Agreement.

7.4 Indemnification Procedures. The obligations under this Section 7 are conditioned on (a) the party against whom a third party claim is brought timely notifying the other party in writing of any such claim, provided however that a party's failure to provide or delay in providing such notice shall not relieve a party of its obligations under this Section 7 except to the extent such failure or delay prejudices the defense; (b) the party who is obligated hereunder to defend a claim having the right to fully control the defense of such claim; and (c) the party against whom a third party claim is brought reasonably cooperating in the defense of such claim. Any settlement of any



claim shall not include a financial or specific performance obligation on or admission of liability by the party against whom the claim is brought, provided however that eGain may settle any claim on a basis requiring eGain to substitute for the eGain Offering any alternate substantially equivalent non-infringing product or service. The party against whom a third-party claim is brought may appear, at its own expense, through counsel reasonably acceptable to the party obligated to defend claims hereunder. Neither party shall undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation, that is prejudicial to the other party's rights.

7.5 EXCLUSIVE REMEDIES. THE PROVISIONS OF THIS SECTION 7 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF THE PARTIES, THEIR AFFILIATES AND THEIR LICENSORS TO THE OTHER PARTY, AND IS THE OTHER PARTY'S SOLE REMEDY, WITH RESPECT TO THIRD PARTY CLAIMS COVERED HEREUNDER AND

SECTION 8. LIMITATION OF LIABILITY

8.1 LIABILITY CAP. SUBJECT TO SECTION 8.3 BELOW, UNDER NO CIRCUMSTANCES AND REGARDLESS OF THE NATURE OF ANY CLAIM OR ACTION (WHETHER CLAIMS OR ACTIONS BASED IN TORT, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY) SHALL EITHER PARTY (OR THEIR RESPECTIVE AFFILIATES OR EGAIN'S LICENSORS) BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING UNDER ANY ORDER) FOR AN AGGREGATE AMOUNT EXCEEDING, THE FEES PAID TO EGAIN FOR THE AFFECTED EGAIN OFFERING DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST INCIDENT GIVING RISE TO THE CLAIM(S) OR ACTION(S).

8.2 CONSEQUENTIAL DAMAGES WAIVER. SUBJECT TO SECTION 8.3 BELOW, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATES OR LICENSORS BE LIABLE TO OR THROUGH THE OTHER PARTY FOR ANY OF THE FOLLOWING TYPES OF LOSSES: LOSS OF USE, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL, LOSS ARISING FROM DAMAGE TO REPUTATION, LOSS OF PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (IN EACH CASE WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL) AND/OR FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSSES HOWSOEVER ARISING AND WHETHER OR NOT THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 EXCLUSIONS. NO LIABILITY CAP OR DISCLAIMER OF ANY TYPE OF DAMAGES SHALL APPLY WITH RESPECT TO: (A) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7 OF THIS AGREEMENT; (B) LIABILITIES ARISING FROM CUSTOMER'S OR ITS USERS' INFRINGEMENT OF EGAIN'S INTELLECTUAL PROPERTY; (C) EGAIN'S RIGHT TO COLLECT UNPAID FEES DUE HEREUNDER; AND/OR (D) ANY PERSONAL INJURY, TANGIBLE PROPERTY DAMAGE OR OTHER LIABILITY THAT, BY LAW, CANNOT BE EXCLUDED OR LIMITED. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT CONSISTENT WITH FEDERAL DATA PROTECTION AND PRIVACY LAW, EGAIN'S LIABILITY FOR ANY BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT AND FOR DATA PROTECTION CLAIMS SHALL NOT EXCEED TWO TIMES THE FEES PAID BY BUSINESS PARTNER ON BEHALF OF CUSTOMER TO EGAIN DURING THE THIRTY-SIX (36) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST INCIDENT GIVING RISE TO THE CLAIM(S) OR ACTIONS ("SECONDARY CAP"). THE APPLICABLE MONETARY CAPS SET FORTH IN THIS SECTION 8 SHALL APPLY ACROSS THIS AGREEMENT AND ANY AND ALL SEPARATE ORDERS ON AN AGGREGATED BASIS, WITHOUT REGARD TO WHETHER ANY INDIVIDUAL CUSTOMER'S AFFILIATES HAVE EXECUTED A SEPARATE ORDER PURSUANT TO THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

SECTION 9. CONFIDENTIALITY

9.1 Confidential Information. In connection with this Agreement, each party may have access to or be exposed to information of the other party that is not generally known to the public, such as software, product plans, pricing, marketing and sales information, customer lists, "know-how," or trade secrets, which may be designated as



confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "Confidential Information"). Confidential Information may not be shared with third parties unless such disclosure is to the receiving party's personnel, including employees, agents and subcontractors, on a "need-to-know" basis in connection with this Agreement, so long as such personnel have agreed in writing to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary precautions to maintain the confidentiality of the other party's Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a similar nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality. The foregoing shall not apply to information that (1) was known by one party prior to its receipt from the other or is or becomes public knowledge through no fault of the recipient; or (2) is rightfully received by the recipient from a third party without a duty of confidentiality. If a recipient is required by a court or government agency to disclose Confidential Information, the recipient shall provide advance notice to other party before making such a disclosure. The obligations with respect to Confidential Information shall continue for three (3) years from the date of disclosure. eGain recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

9.2 Feedback. Customer may provide, or eGain may solicit, input regarding the eGain Offerings, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the eGain Offerings (collectively "Feedback"). Customer hereby grants to eGain and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into eGain's Offerings any Feedback provided by Customer or Users without remuneration of any kind to Customer. For avoidance of doubt, Customer is under no obligation to provide Feedback to eGain. eGain acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

SECTION 10. PROPRIETARY RIGHTS; THIRD PARTY PRODUCTS

10.1 Proprietary Rights to eGain Offerings. Notwithstanding the use of the term "purchase" in this Agreement or elsewhere, all right, title and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets and trade dress) embodied in the eGain Offerings shall belong solely and exclusively to eGain or the applicable suppliers or licensors, and Customer shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement. eGain's ownership shall also include any and all system performance data and machine learning, including machine learning algorithms, and the results and output of such machine learning. The eGain Offerings are protected pursuant to copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. In connection with Customer's use of the eGain Offering(s), Customer must maintain any eGain system operation designations, such as logos and "powered by" icons, provided by eGain.

10.2 Proprietary Rights to Customer Data. Subject to the limited rights granted by Customer under this Agreement, eGain acquires no right, title or interest from Customer under this Agreement in or to any Customer Data, including any intellectual property rights therein. Customer grants to eGain (including eGain's Affiliates and sub-processors) the non-exclusive right to access, use and disclose Customer Data for the purpose of and only to the extent necessary for eGain to: (a) provide the Cloud Services, (b) operate and maintain its Systems, (c) prevent or address service or technical problems, or at Customer's request in connection with customer support matters, and/or (c) comply with Applicable Laws. Customer further agrees that eGain may use and reproduce aggregate anonymized Customer Data ("Aggregated Data") to improve eGain Offerings, develop new eGain Offerings, show trends about general use of eGain Offerings, and for statistical analysis and business, provided that the Aggregated Data: (a) does not contain any personally identifying information; and (b) does not identify Customer or any particular User in any way. eGain will not modify Customer Data or disclose Customer Data except as compelled by Applicable Laws or as expressly permitted in writing by Customer. Customer shall be responsible for entering Customer Data into the Cloud Services and Customer shall be responsible for the content of the Customer Data supplied by it. Customer agrees that it has collected and shall maintain and handle all Customer Data in compliance with all Applicable Laws, including without limitation, data privacy and protection laws, rules and regulations. Further,



Customer is solely responsible for determining the suitability of the Cloud Services for Customer's business and complying with any regulations, laws, or conventions applicable to the Customer Data and Customer use of the Cloud Service(s). Customer shall maintain commercially reasonable security standards for Customer's and its Users' use of the Cloud Services. Customer acknowledges that eGain's and its Affiliates' global Personnel may have access to Customer Data across international borders in order to provide the applicable purchased eGain Offerings for Customer.

10.3 Third-Party Product Notices. Customer acknowledges that the eGain Offerings may contain or be accompanied by certain third party hardware, software or other intellectual property ("Third-Party Products"). These Third-Party Products, if any, are identified in, and subject to, special license notices, terms and/or conditions as set forth in the applicable Order, and/or otherwise provided by eGain to Customer ("Third-Party Product Notices"). The Third-Party Product Notices may include important licensing and warranty information and disclaimers. In the event of conflict between the Third-Party Product Notices and the other portions of this Agreement, the Third-Party Product Notices will take precedence (but solely with respect to the Third-Party Products to which the Third-Party Product Notices relate). Customer acknowledges that the Third-Party Products are licensed for use solely with the applicable eGain Offerings and may not be used on a stand-alone basis or with any other third party products.

10.4 Reservation of Rights. The rights and licenses granted under this Agreement are only as expressly set forth herein. No other license or right in the eGain Offerings and deliverables is or will be deemed to be granted, whether by implication, estoppel, inference

SECTION 11. DATA PROTECTION; SECURITY AUDITS; PENETRATION TESTING

11.1 Data Privacy Obligations.

11.1.1 eGain DPA. Except with respect to a Free Trial Period, to the extent that eGain processes any Personal Data on Customer's behalf in the provision of the Cloud Offerings, the attached eGain DPA shall apply and the parties agree to comply with such terms. Customer consents to the processing of Personal Data by eGain, and eGain's Affiliates and subprocessors to facilitate the subject matter of this Agreement. For purposes of the Standard Contractual Clauses attached to the eGain DPA, when and as applicable, Customer and its applicable Affiliates are each the data controller, and Customer's signing of or entering into this Agreement, and an applicable Affiliate's signing of or entering into an Order, shall be treated as signing of the Standard Contractual Clauses and their Appendices. Customer shall obtain all required consents from third parties under Applicable Laws before providing Personal Data to eGain. If eGain is required to enter into a data processing agreement ("Business Partner DPA") with Business Partner where Customer is the controller, Business Partner is deemed a processor for Customer and eGain is deemed the sub-processor to Business Partner, then the terms of the Business Partner DPA shall solely govern the processing by eGain of Customer's Data and the eGain DPA with Customer shall not apply.

11.1.2 HIPAA Data or PCI DSS Data. Customer agrees not to upload to any Cloud Services (a) any HIPAA Data unless Customer has entered into a BAA with eGain and has separately purchased the HIPAA Cloud Add-On from eGain and continues to maintain such HIPAA Cloud Add-On for the duration of the applicable Cloud Term, and/or (b) any PCI DSS Data, unless Customer has separately purchased the PCI Cloud Add-On from eGain and has maintained such PCI Cloud Add-On for the duration of the applicable Cloud Term. Unless the HIPAA Cloud Add-On or PCI Cloud Add-On has been purchased and maintained by Customer in accordance with this subsection 11.1.2, eGain will have no liability under this Agreement for HIPAA Data or PCI DSS Data, respectively, notwithstanding anything to the contrary in this Agreement or under Applicable Laws. Upon mutual execution of the BAA, the BAA is incorporated by reference into this Agreement and is subject to its terms.



11.2 Information Security Obligations. Each party shall comply with the Security Policy, which is subject to change at eGain's discretion provided that any applicable security features provided under the Security Policy will not materially degrade during any applicable Cloud Term for the Cloud Services provided by eGain to Customer. If made available by eGain, Customer may purchase, or may be required to purchase, additional Cloud Services Add-Ons from eGain (e.g., Security Plus, HIPAA Compliant Customer Environment, PCI Certified Customer Environment, etc.) to address particular data protection requirements applicable to Customer's business or Customer's content or to address changes in other Applicable Laws which affects the scope, provision, receipt or use by Customer of the Cloud Services.

SECTION 12. FREE TRIALS.

If Customer has registered with eGain via eGain's website or otherwise for a free trial for any eGain Offerings, eGain may, in its sole discretion, make such eGain Offerings available to Customer on a trial basis free of charge until the earlier of any of the following ("Free Trial Period"): (a) the end of the free trial period for which Customer is approved by eGain to use the applicable eGain Offering, (b) the start date of any such eGain Offerings subsequently purchased by Customer, or (c) termination by eGain in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page or documentation. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding ANY DATA CUSTOMER ENTERS INTO THE APPLICABLE EGAIN OFFERINGS, AND ANY CUSTOMIZATIONS MADE TO THE APPLICABLE EGAIN OFFERINGS BY OR FOR CUSTOMER, DURING THE FREE TRIAL PERIOD WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES SUCH APPLICABLE EGAIN OFFERINGS AS THOSE COVERED BY THE FREE TRIAL BEFORE THE END OF THE FREE TRIAL PERIOD. eGain Offerings acquired for trial purposes are provided on an "as is" and "as available" basis and may not be used with production data that has not been masked, anonymized or otherwise rendered unreadable. eGain does not provide technical or other support or offer any representations, warranties or indemnities for such eGain Offerings during the Free Trial Period.

SECTION 13. MISCELLANEOUS.

13.1 Governing Law and Jurisdiction. This Agreement shall be construed in accordance with and governed for all purposes by the Federal laws of the United States, without regard to the conflicts of law principles or to the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transaction Act or any state modified adoption thereof.

EACH PARTY HEREBY WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

13.2 Entire Agreement; No Modifications. The parties agree that this Agreement (including the Orders and Orders executed by the parties) constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral. Except where eGain has expressly reserved its rights to modify any specific part of this Agreement at its sole discretion, this Agreement (including the Orders and Orders executed by the parties) may not be modified except by a writing signed by each of the parties. Customer acknowledges and agrees that eGain is not liable under any Orders or other agreements entered into directly between Customer and any Business Partner.

13.3 Severability; Waiver. The parties agree that in case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or other unenforceable provision had never been contained herein. No waiver



of any right or remedy hereunder with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion.

13.4 Assignment. Neither party shall assign its rights or obligations hereunder without the other party's advance written consent, which shall not be unreasonably withheld or delayed, except that each party may transfer or assign this Agreement and/or its rights and obligations hereunder without the other party's prior written consent to (i) its Affiliates, or (ii) any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise in accordance with the provisions set forth at FAR 42.1204, and eGain may in its sole discretion subcontract parts of the applicable eGain Offering to third parties or assign provision of the eGain Offerings to any of eGain's Affiliates, provided eGain shall remain responsible for such performance by its subcontractors or Affiliates hereunder. Subject to the foregoing, this Agreement shall be binding upon the and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

13.5 Non-Solicitation. In no event shall Customer directly or indirectly solicit for employment, hire or contract with any Personnel of eGain, including during the term of the Agreement and for a period of one (1) year thereafter without the written consent of eGain. This prohibition will not apply if an eGain Personnel answers Customer's notice of a job listing or opening, advertisement or similar general publication of a job search or availability for employment on his or her own initiative without any direct or indirect solicitation by Customer or its Affiliates.

13.6 Export. Export laws and regulations of the United States, United Kingdom and any other relevant local export laws and regulations apply to the eGain Offerings. Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer further agrees that no data, information, software programs and/or materials resulting from the eGain Offerings (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

13.7 Force Majeure. In accordance with GSAR Clause 552.212-4(f), Nonperformance of either party (other than for the payment of amounts due hereunder) shall be excused to the extent that performance is rendered impossible by strike, fire, flood, epidemic, pandemic, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party (each a "Force Majeure Event"). Any delay or nonperformance of any provision of this Agreement caused by a Force Majeure Event shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance. The other party may, however, terminate this Agreement upon written notice to the other party if such Force Majeure Event continues for a period of ninety (90) days.

13.8 Notices. Any demand, notice, consent, or other communication required by this Agreement must be given in writing and shall be deemed delivered (a) upon receipt when delivered personally or upon confirmation of receipt following delivery by a nationally recognized overnight courier service, in each case addressed to the receiving party at its address set forth in this Agreement, or (b) if given by email, immediately upon receipt unless the party sending an notice under this Section 13.8(b) receives a machine-generated message that delivery has failed. Notwithstanding the foregoing, except for notices pertaining to non-payment and except as otherwise expressly permitted in this Agreement or in an Order, notices related to termination of this Agreement, any Order or any claims (including without limitation breach, warranty or indemnity) may not be given via email. Email notifications to eGain shall be to legaldl@egain.com. Either party may change its address or email address by giving written notice of such change to the other party.

13.9 Order of Precedence. In the event of conflict or inconsistency between this Agreement and any Order executed between the parties, the terms of this Agreement shall prevail in the absence of an express statement that a particular term of the Order is to prevail. Notwithstanding any language to the contrary therein, no terms or



conditions stated in Customer's purchase order or other order documentation (excluding Orders) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

Notwithstanding the foregoing, no terms set forth in any Orders executed between Customer and any Business Partner shall have any effect on the parties' rights and obligations set forth in this Agreement.

13.10 **US Government (for US only)**. If Customer are a unit or agency of the United States and/or any of its instrumentalities ("Government") or when the eGain Offering is used for the benefit of a unit or an agency of the Government, this provision applies: The eGain Offering shall be deemed "commercial computer software" and "commercial computer software documentation" pursuant to DFAR Section 227.7202 and FAR Section 12.212 (and any successor sections). The use of the eGain Offering including, but not limited to, its reproduction and display, by the Government, shall be governed by this Agreement. Under no circumstances shall eGain be obligated to comply with any Government requirements regarding cost or pricing data or cost accounting requirements. For any of Customer's use of the eGain Offering that would require compliance by eGain with such Government requirements or in any manner affect eGain's rights in the eGain Offering, Customer must notify eGain of such Government requirement and obtain a waiver or exemption from such requirements for the benefit of eGain before any Government access to the eGain Offering.

Signatures will follow on the next page.

The Parties' authorized representatives have executed this Agreement on the dates set forth below.

(Customer Name)		eGain Corporation	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	



GLOSSARY OF DEFINITIONS

"Acceptable Use Policy" shall have the meaning set forth in Section 2.4 of the Agreement.

"Affiliate" of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights or controls or is under common control with that legal entity; and the term **"Control"** means the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract or otherwise. Any such company shall be considered an Affiliate for only such time as such interest or control is maintained.

"Agreement" shall mean this End User License Agreement.

"Agreement Effective Date" shall have the meaning set forth in the introductory paragraph of this Agreement.

"Applicable Laws" shall have the meaning set forth in Section 1.4 of the Agreement.

"Authorized Use Limitation" shall have the meaning set forth in Section 2.2 of the Agreement.

"BAA" means a Business Associate Agreement executed between eGain and Customer governing the parties' respective obligations with respect to any HIPAA Data uploaded by Customer to the Cloud Services in accordance with the terms of this Agreement. **"Business Partner BAA"** shall mean the BAA executed between Business Partner and eGain.

"Beta Functionality" shall mean functionality that is not generally available and not validated and quality assured in accordance with eGain's standard processes.

"Business Day" as used in this Agreement shall mean a day other than a Saturday, Sunday or a public holiday in the state, country or territory in which the eGain Offering is to be supplied.

"Business Partner" shall mean eGain's authorized sales agent, partner, reseller or distributor of any eGain Offerings.

"Cloud Add-Ons" shall mean such enhancements, additional features and other add-ons to the standard Cloud Services that Customer may purchase separately in an Order to the extent such add-ons are made available for purchase by eGain. Details and additional terms and conditions of the applicable Cloud Add-Ons are set forth in the then-current eGain's Cloud Add-On Documentation found at http://hd.egain.com/wp-content/uploads/contracts/egain_cloud_add_ons.pdf.

"Cloud Services" shall mean collectively, the specific eGain cloud services listed in the applicable Order, which consists of (a) eGain software product in object code form made available on eGain cloud platform as a service offering; and (b) updates thereto (generally available eGain software product maintenance releases, such as error fixes and/or enhancements, provided by eGain in connection with Cloud Support, not including any new products, features, or enhancements in which eGain generally charges a separate fee).

"Cloud Offerings" shall mean, collectively, Cloud Services, Cloud Support and Cloud Add-Ons, as applicable.

"Cloud Support" shall have the maintenance and support for the Cloud Offerings as described in eGain's then-current Cloud Support Policy.



"Cloud Support Policy" shall mean eGain's then-current Customer Support Policy for Cloud Installations found at http://hd.egain.com/wpcontent/uploads/contracts/policy_support_cloud.pdf and which is incorporated into this Agreement.

"Cloud Term" and related terms **"Initial Cloud Term"** and **"Renewal Cloud Term"** shall have their respective meanings set forth in Section 2.1 of the Agreement.

"Commencement Date" shall mean the date on which Customer received the URL and password from eGain or the specified effective date for purchase of additional Cloud Services, Cloud Support and/or Cloud Add-Ons, as applicable under an Order.

"Confidential Information" shall have the meaning set forth in Section 9.1 of this Agreement.

"Customer" shall have the meaning set forth in the introductory paragraph of this Agreement.

"Customer Data" as used in this Agreement means any electronic data or information submitted by Customer or Users to the Cloud Services, excluding Feedback.

"Customer Data Retrieval Period" shall have the meaning set forth in Section 4.6 of the Agreement.

"Data Protection Claims" means any claims arising from eGain's breach of Section 11.1 (Data Privacy Obligations), Section 11.2 (Information Security Obligations), or Section 9.1 (Confidential Information), where such breach results in the unauthorized disclosure of Customer Data.

"Documentation" means eGain's then-current technical and functional documentation for the eGain Offerings which is made available to Customer with the purchased eGain Offerings.

"eGain" shall mean eGain Corporation or its designated subsidiary in Customer's territory.

"eGain DPA" shall mean the eGain's standard data processing agreement found at http://hd.egain.com/wpcontent/uploads/contracts/data_processing_addendum.pdf, as may be updated by eGain from time to time if required by Applicable Law, which is hereby incorporated by reference.

"eGain Offerings" shall mean eGain's products or services made available by eGain for purchase by Customer under this Agreement.

"Feedback" shall have the meaning set forth in Section 9.2 of the Agreement.

"Fees" shall have the meaning set forth in Section 5.1.1 of the Agreement.

"Free Trial Period" shall have the meaning set forth in Section 12 of the Agreement.

"Force Majeure Event" shall have the meaning set forth in Section 13.7 of the Agreement.

"HIPAA" shall mean the Health Insurance Portability and Accountability Act, as amended and supplemented.

"HIPAA Data" shall mean any patient, medical or other protected health information regulated by HIPAA or any similar federal or state laws, rules or regulations.

"Malicious Code" shall mean viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs.



"Order" shall mean an ordering document specifying the eGain Offerings (a) to be purchased by Customer entered into by Business Partner with Customer and the corresponding order placed by Business Partner with eGain if Customer is purchasing through a Business Partner, or (b) to be purchased by Customer hereunder and that is entered into between Customer and eGain under the terms of this Agreement if Customer is purchasing directly from eGain.

"PCI DSS" shall mean the Payment Card Industry Data Security Standards in effect from time to time, as issued by the PCI Security Standards Council and with all applicable laws and regulations governing the collection, storage and use of PCI DSS Data furnished or made available by the Customer to eGain.

"PCI DSS Data" shall mean any Cardholder Data or Sensitive Authentication Data, as each term is used in the then-current English language Payment Card Industry Data Security Standards.

"Personal Data" shall have the meaning set forth in the eGain DPA.

"Personnel" means employees and/or non-employee service providers and contractors of eGain and its Affiliates engaged by eGain and/or its Affiliates in connection with performance hereunder.

"Professional Services" shall mean eGain's provision of implementation and other professional services.

"Security Policy" shall mean eGain's then-current Security Policy found at <http://hd.egain.com/contracts/egain-security-policy.pdf>.

"Session" shall mean the period of time a User uses the Cloud Services product. The Session begins when the User first interacts with the Cloud Service product and ends either (a) when the User ends the use of the Cloud Services product, or (b) there is a Timeout. A Session may either be authenticated or unauthenticated. A "Session" may involve an "Agent User Session" as defined in Section 2.6.1 of the Agreement or a "Self-Service Session" as defined in Section 2.6.2 of this Agreement.

"SOC" shall mean Service Organization Control.

"SPAM" shall mean unsolicited commercial email.

"System" shall mean computer hardware and operating systems including servers and other equipment.

"Third Party Products" and the related term **"Third Party Product Notices"** shall have their respective meanings set forth in Section 10.3 of the Agreement.

"Timeout" shall mean an expired time limit for a logged in User which has been inactive for the Timeout Period.

"Timeout Period" shall mean a time window configurable in the Cloud Services product. Different default Timeout Periods may apply.

"User" shall mean Customer's employees, agents, contractors, consultants, suppliers or other individuals who are authorized by Customer to use the Cloud Services.

The Parties have caused their respective duly authorized representatives to execute and deliver this Agreement.



Exhibit A

STANDARD CLOUD SERVICES FEATURES

- 99.5% production uptime SLA and associated maintenance and support for the Cloud Services as described in the Cloud Support Policy (and subject to the limitations and requirements set forth in the Cloud Support Policy)
- HTTPS connectivity to eGain Cloud Services
- Data at rest on self-encrypting drives
- **Disaster recovery**
 - o Eight (8) hours of Recovery Point Objective (RPO)
 - o Seventy-two (72) hours of Recovery Time Objective (RTO)
- Up to ten (10) gigabytes (GB) of storage for Customer's operational, configuration, reporting, and analytics data for every US\$1,000 (or its equivalent in the local currency of the applicable Order converted in accordance with the exchange rates provided in eGain's then-current price list) of the monthly Cloud Services fees paid to eGain by Business Partner on behalf of Customer (if Customer is purchasing through a Business Partner) or by Customer (if Customer is purchasing directly from eGain) under an Order ("Data Storage Limitations").

Note:

* If Customer exceeds the data storage, chat availability API calls and other allocations (each an "Allocated Item") set forth in the applicable Order, then unless expressly agreed otherwise in the applicable Order, additional fees for such overage(s) will be assessed at eGain standard list price (or Business Partner's standard list price if purchased through Business Partner) for Allocated Item, as applicable, plus (a) an additional 15% of the applicable fees for the Allocated Item payable by Business Partner on behalf of Customer (if Customer is purchasing through a Business Partner) or by Customer (if Customer is purchasing directly from eGain) for corresponding Cloud Support, and (b) additional fees for already purchased Cloud Add-Ons calculated in proportion to the applicable fees for such purchased Cloud Add-Ons. shall apply and be billed by eGain to Customer quarterly in arrears.

* * eGain does not retain Customer's Digital Analytics data in eGain's Cloud Services for more than thirteen (13) months during any Cloud Term. For clarity, the foregoing data retention period shall have no applicability to other Operational Analytics data and during the applicable Cloud Term, Customer shall have the right to retain such other Operational Analytics data for as long as may be deemed appropriate by Customer, subject to the Data Storage Limitations.

ADDENDUM

eGain Data Processing Agreement (US Version)

This Addendum (“ADDENDUM”) forms part of the written or electronic agreement between the undersigned Customer and eGain Corporation (“eGain”) for the purchase of Cloud Services, Cloud Support, Cloud Add-Ons and/or Expert Services (collectively, as applicable, “eGain Offerings”) from eGain (the “Agreement”) to reflect the parties’ agreement regarding the Processing of Customer Data, including Personal Data, in accordance with the requirements of Data Protection Laws and Regulations.

All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

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HOW TO EXECUTE THIS ADDENDUM:

1. This ADDENDUM consists of the main body of the ADDENDUM, Attachment 1, Attachment 2 and Attachment 3.
2. To complete this ADDENDUM, Customer must:
 - a. Complete the information in the signature box and sign on Page 7.
 - b. Complete the information regarding the details of the Personal Data to be Processed on Pages 8 and 9.
3. Submit a scanned copy of the completed and signed ADDENDUM to eGain via email at LegalDL@egain.com and a hard copy original by post to the eGain Legal Department at 1252 Borregas Ave, Sunnyvale, CA 94089. If you receive this ADDENDUM from eGain via DocuSign or similar service and electronic signatures are accepted in your jurisdiction, please follow the prompts to provide the required information and e-signatures as indicated above. Upon selecting "Finish" at the end, the ADDENDUM will be executed and submitted to eGain.

This ADDENDUM shall be effective as of the last date of signature of this ADDENDUM by the parties.

HOW THIS ADDENDUM APPLIES

This ADDENDUM shall not replace any additional rights relating to Processing of Customer Data agreed to by Customer and eGain in the Agreement. If a conflict arises between any existing rights related to the Processing of Customer Data in the Agreement and those rights provided by this ADDENDUM, the more stringent rights will govern.

DATA PROCESSING TERMS

In the course of providing the eGain Offerings to Customer pursuant to the Agreement, eGain may Process Personal Data on behalf of Customer. eGain agrees to comply with the following provisions with respect to any Personal Data submitted by or for Customer, or collected and Processed by or for Customer, in the provision or use of the eGain Offerings.

1. DEFINITIONS

"Affiliate" of a Party means any legal entity in which a Party, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights; or controls, is controlled by, or is under common control with the subject entity. The term "control" for the purposes of this definition, means the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract or otherwise. Any such entity shall be considered an Affiliate for only such time as such interest or control is maintained.

"CCPA" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations, as amended or superseded from time to time including without limitation the California Privacy Rights Act (California Civil Code §§ 1798.100 to 1798.199).

"Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Customer" means the Customer entity which is a party to the Agreement and who has executed an Order Form or Statement of Work for eGain Offerings pursuant to the

Agreement.

“Customer Data” means what is defined in the Agreement as “Customer Data”.

“Data Protection Laws and Regulations” means all laws and regulations of the United States and its states applicable to the Processing of Personal Data under the Agreement.

“Data Subject” means an identified or identifiable natural person to which applicable Data Protection Laws and Regulations apply.

“eGain Group” means eGain and its Affiliates engaged in the Processing of Personal Data.

“Personal Data” means any information, relating to: (i) an identified or identifiable natural person and (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations); where for each (i) or (ii), such data is Customer Data.

“Process”, “Processed”, and “Processing” mean any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Processor” means the entity which Processes Personal Data on behalf of the Controller.

“Security, Privacy and Architecture Documentation” means the eGain Cloud RAS and Security Features document applicable to the specific eGain Offerings purchased by Customer, as updated from time to time, and available on written request or otherwise made reasonably available by eGain.

“Sub-processor” means any Processor engaged by eGain or a member of the eGain Group.

“Supervisory Authority” means an independent public authority charged with overseeing the compliance with applicable Data Protection Laws and Regulations. For clarity, the term “Supervisory Authority” with respect to CCPA shall mean the California Attorney General.

“Users” shall be as defined in the Agreement as “Users” or “Authorized Users”.

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, eGain is a Processor, and that eGain or members of the eGain Group will engage Sub-processors pursuant to the requirements set forth in section 5 “Sub-processors” below.

2.2 Customer’s Processing of Personal Data. Customer shall, in its use of the eGain Offerings, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. eGain shall inform Customer if it considers in its opinion that any of Customer's instructions infringe Data Protection Laws and Regulations. For the avoidance of doubt, Customer’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole ownership and responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. Customer specifically acknowledges that its use of the eGain Offerings will not violate the rights of any Data Subject that has opted-out from sales or

other disclosures of Personal Data to the extent applicable under the CCPA.

- 2.3 eGain's Processing of Personal Data.** eGain shall only Process Personal Data on behalf of and in accordance with Customer's documented instructions and shall treat Personal Data as Confidential Information (as the term is defined in the Agreement). Customer instructs eGain to Process Personal Data solely for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s) or Statement(s) of Work; (ii) Processing initiated by Users in their use of the eGain Offerings; and (iii) Processing to comply with other reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.

3. RIGHTS OF DATA SUBJECTS

- 3.1 Data Subject Requests.** eGain shall, to the extent legally permitted, promptly notify Customer if eGain receives a request from a Data Subject to exercise the Data Subject's: (i) right of access; (ii) right to Rectification; (iii) restriction of Processing; (iv) erasure ("right to be forgotten"); (v) data portability; (vi) objection to the Processing; or (vii) right not to be subject to an automated individual decision making ("Data Subject Request"). The Customer will be responsible for responding to any Data Subject Request and, to the extent legally permitted, eGain shall not respond to any such Data Subject Request or communicate directly with a Data Subject in relation to any such Data Subject Request unless required to do so by law, other than to confirm to the Data Subject that the Data Subject Request relates to the Customer and the Data Subject should communicate with the Customer directly.
- 3.2 Responding to Data Subject Requests.** In addition, to the extent Customer in its use of the eGain Offerings does not have the ability to address a Data Subject Request, upon Customer's request, and taking into account the nature of the Processing, eGain shall provide commercially reasonable efforts to assist Customer by using appropriate technical and organizational measures in responding to such Data Subject Request, to the extent eGain is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. Customer shall be responsible for any costs arising from eGain's provision of such assistance. eGain's costs in association with such assistance shall be calculated using eGain's then current standard billable rates.

4. EGAIN PERSONNEL

- 4.1 Confidentiality.** eGain shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities, and have executed written confidentiality agreements.
- 4.2 Reliability.** eGain shall take commercially reasonable steps to ensure the reliability of any eGain personnel engaged in the Processing of Personal Data.
- 4.3 Limitation of Access.** eGain shall ensure that eGain's access to Personal Data is limited to those personnel who require such access to perform the Agreement.
- 4.4 Data Protection Officer.** Members of the eGain Group have appointed a data protection officer where such appointment is required by Data Protection Laws and Regulations. The appointed person may be reached at dataprivacy@egain.com.

5. SUB-PROCESSORS

- 5.1 Appointment of Sub-processors.** Customer acknowledges and agrees that (a) eGain's Affiliates may be retained as Sub-processors; and (b) eGain and eGain's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the eGain Offerings. eGain or the eGain

Affiliate have entered into written agreements with each Sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the eGain Offerings provided by such Sub-processor.

5.2 List of Current Sub-processors and Notification of New Sub-processors. eGain shall make available to Customer the current list of Sub-processors for the eGain Offerings identified in Attachment 3 (“Sub-processor List”). Such Sub-processor Lists includes the identities of those Sub-processors and their country of location. Any updates to the Sub-processor List will be communicated to the Customer using the notice details provided in the Agreement.

5.3 Objection Right for New Sub-processors. Customer may object to eGain’s use of a new Sub-processor by notifying eGain promptly in writing within ten (10) business days after receipt of eGain’s notice in accordance with the mechanism set out in Section 5.2. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, eGain will use reasonable efforts to make available to Customer a change in the eGain Offerings or recommend a commercially reasonable change to Customer’s configuration or use of the eGain Offerings to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If eGain is unable to make available such change within a reasonable period of time, which shall not exceed sixty (60) days, Customer may terminate the applicable Order Form(s) or Statement(s) of Work with respect only to those eGain Offerings which cannot be provided by eGain without the use of the objected-to new Sub-processor by providing written notice to eGain. eGain will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) or Statement(s) of Work following the effective date of termination with respect to such terminated eGain Offerings, without imposing a penalty for such termination on Customer.

5.4 Liability for Sub-processors. eGain shall be liable for the acts and omissions of its Sub-processors to the same extent eGain would be liable if performing the services of each Sub-processor directly under the terms of this ADDENDUM, except as otherwise set forth in the Agreement.

6. SECURITY

6.1 Controls for the Protection of Personal Data. eGain shall maintain appropriate administrative, physical, and technical safeguards in place to ensure the appropriate confidentiality, integrity, and availability of Customer Data, including Personal Data, as set forth in the Security Privacy and Architecture Documentation. eGain regularly monitors compliance with these safeguards. eGain will not materially decrease the overall security of the eGain Offerings during a subscription term.

6.2 Third-Party Certifications and Audits.

6.2.1 Third Party Certifications and On-Site Audit. eGain has obtained the third-party certifications and audits set forth in the Security, Privacy and Architecture Documentation. Subject to confidentiality obligations under the Agreement, upon Customer’s written request at reasonable intervals and if Customer is not a competitor of eGain, eGain shall provide a copy of eGain’s then most recent third-party audits or certifications, as applicable, or any summaries thereof that eGain generally makes available to its customers at the time of such request. On-site audits of the procedures relevant to the protection of Personal Data are available to Customer if Customer has purchased eGain's On-Site Audit add-on for each such audit. This does not include an audit of eGain's Cloud Data Centers for which eGain provides extensive certification and documentation. Customer may contact eGain in accordance with the “Notices” section of the Agreement and the terms of the On-Site Audit add-on to request an on-site audit of the procedures relevant to the protection of Personal Data. Before the commencement of any such on-site audit, Customer and eGain shall mutually agree upon the scope, timing, and duration of the audit. Customer shall promptly notify

eGain with information regarding any non-compliance discovered during the course of an audit.

- 6.2.2 Timing and Frequency of Audits.** Audits will be conducted during eGain's normal business hours. Customer will not exercise its on-site audit rights more than once in any twelve (12) calendar month period, unless it has reasonable concerns as to eGain's compliance with this ADDENDUM or where it is required or requested to carry out an audit under Data Protection Laws and Regulations, or by a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws and Regulations in any country or territory.
- 6.2.3 Cost of Audits.** Customer will be responsible for any fees charged by any third-party auditor appointed by Customer to execute any audit.
- 6.2.4 Appointment of Third-Party Auditor.** eGain may object to any third-party auditor appointed by Customer to conduct an audit if the auditor is, in eGain's opinion, not suitably qualified or independent, a competitor of eGain, or otherwise manifestly unsuitable. Any such objection by eGain will require Customer to appoint another auditor or to conduct the audit itself.
- 6.2.5 Confidentiality Requirements.** Nothing in this Section 6.2 will require eGain either to disclose to the Auditor, or to allow the Auditor access to: (a) any data processed by the eGain on behalf of any other organization; (b) any eGain internal accounting or financial information; (c) any trade secrets of eGain; (d) any information that, in eGain's opinion, could: (i) compromise the security of any eGain systems or premises, or (ii) cause eGain to breach its obligations to Customer or any third party; or (e) any information that Customer seeks to access for any reason other than the good faith fulfilment of Customer's obligations under the Data Protection Laws and Regulations.
- 6.2.6 Audit Reports.** Customer shall provide eGain with copies of any audit reports completed by the Auditor, which reports shall be subject to the confidentiality provisions of the Agreement.
- 6.3 Add-Ons.** If made available by eGain, Customer may purchase, add-ons from eGain (e.g. Security Plus, eGain On-Site Audit, On Demand Security Scan, etc.) to address particular requirements applicable to Customer's business or Customer's content. Details of such Add-Ons which may be made available by eGain to Customer can be found at: http://hd.egain.com/wp-content/uploads/contracts/egain_cloud_add_ons.pdf

7. SECURITY BREACH MANAGEMENT AND NOTIFICATION

eGain maintains security incident management policies and procedures specified in its Security, Privacy and Architecture Documentation (or its equivalent) and shall, to the extent permitted by law, promptly notify Customer of any actual accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, including Personal Data, transmitted, stored, or otherwise Processed by eGain or its Sub-processors, of which eGain becomes aware (a "Security Breach"). To the extent such Security Breach is caused by a violation of the requirements of this ADDENDUM by eGain, eGain shall make reasonable efforts to identify and remediate the cause of such Security Breach to the extent remediation is within eGain's reasonable control.

8. RETURN AND DELETION OF CUSTOMER DATA

eGain shall return Customer Data to Customer or delete Customer Data in accordance with the procedures and timeframes specified in the Security, Privacy and Architecture Documentation or in the Agreement, unless there is a legal requirement to hold the Customer Data. Customer is responsible for specifying the amount of storage and data retention period for Customer Data in the Agreement

and is responsible for all costs associated with this requirement.

9. ADDITIONAL TERMS FOR CCPA

To the extent that CCPA is applicable, except as permitted under the Agreement, this Section 10 shall take precedence to the extent of any contradictory term otherwise contained herein solely with respect to Processing of Personal Data in the Agreement:

- 9.1** The definition of “Data Subject” includes “Consumer” as defined in the CCPA. Any Data Subject Rights, as described in Section 3 apply to Consumer rights. Regarding any Data Subject Requests, eGain will only verify a request from Customer and not from Customer’s end user or any third party.
- 9.2** The definition of “Controller” includes “Business” as defined in the CCPA.
- 9.3** The definition of “Processor” includes “Service Provider” or “Contractor” as defined in the CCPA.
- 9.4** Customer discloses Personal Data to eGain solely for: (i) a valid business purpose; and (ii) for eGain to perform the eGain Offerings under the Agreement.
- 9.5** eGain is prohibited from: (i) selling or sharing Personal Data as those terms are defined in the CCPA; (ii) retaining, using, or disclosing Personal Data for a commercial purpose other than providing the eGain Offerings; (iii) retaining, using, or disclosing the Personal Data outside of the Agreement between eGain and Customer; and (iv) combining the Personal Data received from or on behalf of Customer with personal information that eGain receives from or on behalf of another person or persona, or collects from its own interaction with Customer.
- 9.6** Both parties understand and will comply with the prohibitions outlined in this Section 9.

10. NO THIRD-PARTY RIGHTS

This ADDENDUM is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions in the Agreement relating to successors and assigns. No other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this ADDENDUM as a third-party beneficiary or otherwise.

11. LIMITATIONS OF LIABILITY

eGain’s liability for any breach of the provisions set forth in this Addendum shall be subject to (a) the disclaimer of consequential and other similar losses and damages, and (b) the applicable liability cap, as set forth in the Agreement.

12. COMMUNICATIONS TO EGAIN

Any communications relating to any complaint, allegation, dispute, or claim arising in connection with ADDENDUM by any Customer Affiliate may only be communicated and discussed with eGain by Customer entity that has signed the Agreement with eGain. eGain will only liaise directly with such Customer entity in respect of any such complaint or request.

13. GOVERNING LAW

This ADDENDUM shall be governed by and construed in accordance with the laws which govern the Agreement and the venue for disputes and claims under the Agreement shall also apply to disputes and claims under this ADDENDUM.

CUSTOMER: _____

EGAIN CORPORATION

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT I
DETAILS OF PERSONAL DATA TO BE PROCESSED

Categories of data subjects whose Personal Data is Processed:

Customer may submit Personal Data to the eGain Offerings, the extent of which is determined and controlled by the Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of data exporter's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of data exporter (who are natural persons)
- Users authorized by Customer to use the eGain Offerings

Categories of Personal Data Processed:

Customer may submit Personal Data to the eGain Offerings, the extent of which is determined and controlled by the Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

[Customer to delete or add to the below, as applicable]

- First and last name
- Title
- Position
- Employer
- Contact information (email, phone, physical address, IP address)
- ID data
- professional life data
- personal life data
- connection data
- localisation data
- application logs
- channel sessions including email, chat and cobrowse

The frequency of the Processing:

The provision of the eGain Offerings necessitates that access to Personal Data will occur as required to provide such eGain Offerings to the Controller.

Nature of the Processing:

Processing of Personal Data by eGain is in the performance of the eGain Offerings pursuant to the Agreement and for the troubleshooting of customer systems and applications including testing and debugging, perform configuration, customization, installation, integration, simulation and backup operations, test version to version upgrades, data analytics.

Purpose(s) of the Processing:

The purpose is to provide eGain Offerings to the Customer.

The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period:

The Personal Data will be retained for the period defined by Customer, subject to Customer purchasing and maintaining the applicable data storage required for such retention by eGain, and the data retention policy of eGain applicable after termination of the eGain Offerings. Customer is solely responsible for compliance with Data Protection Laws and Regulations restrictions on retention of Personal Data. The start date is the date of the underlying Agreement is signed between the parties.

ATTACHMENT II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context, and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Technical controls in place include:

- Data encryption at rest (standard is Self-Encrypting Drives at AES256)
- Data encryption in transit as access is using HTTPS and TLS 1.2, connection via HTTP is not permitted. Option is site to site VPN using AES 256.
- Backups are encrypted using AES 256
- Access to cryptographic keys is only by authorized eGain data custodians who undertake training and sign additional rules of behavior
- Data pattern masking (requirements configured by the Controller) ensures data not required, such as credit cards, are not captured (agents also do not see any masked information); this masking is irreversible.
- A customer data protection portal that allows the Customer to meet the obligations of Data Subjects' rights such as erasure (right to be forgotten) and obtain a copy of the data in an electronic industry-recognized format for portability.
- Controller can ensure integrity/accuracy of the personal data using the eGain Services Administration Console
- Robust DR/BC and restore capability to ensure that the data is available as required by the Controller (options for Customer on the level required)
- Internal and external vulnerability checks on a bi-weekly basis
- IPS/IDS in place
- Multi-zonal environment with access to only adjacent zones by approved devices on approved ports
- Default setting of 'deny all' for rules
- Access Control lists in place
- Option to IP whitelist to known IP address
- Internal multifactor authentication in use
- Option for Controller to use single sign-on
- Technical system segregation (i.e. test and dev are separate to the production environment)
- A security information and event management (SIEM) system in place for access and event monitoring and early detection of incidents
- Automation or support and maintenance is in place to reduce the requirement for system and data access by employees as much as possible
- Erasure of all data at contract termination to NIST 800 88 r1 standards and certificate of destruction supplied

Organisational Controls in place include:

- Contracted availability requirement between Controller and Processor
- Processing on the Controller's written instructions only
- A security organization in place to oversee, manage, and maintain all information security controls and improvements
- Policies and processes for information security and data protection
- An appointed Data Protection Officer
- Strict Change Control procedures including authorization workflow
- All information assets recorded with owners and reviewed
- Mandatory staff training in data protection regulations and the eGain security policies and processes
- All eGain staff have confidentiality agreements in their contracts
- Internal audits of processes and systems including the technical and organisational controls
- External audits of processes and systems including the technical and organisational controls
- External penetration testing by independent third party
- External application web testing (OWASP top 10) by independent third party
- Breach notification as required for the Data Protection requirements
- Software development lifecycle (SDLC) which includes security testing in stages and vulnerability testing before going into production
- Segregation in place, i.e. dev teams have no access to the live systems
- Role based access in the system (RBAC) and users have individually assigned and identifiable accounts
- Ability for retention period for data (based on controller's requirement) and purging
- All the eGain system data flows are recorded within eGain
- Robust patch management process

Additional control details can be seen in the eGain Cloud RAS and Security Document:



eGain Cloud RAS
and Security.pdf

ATTACHMENT III
LIST OF EGAIN SUB-PROCESSORS AND AFFILIATES

Customer has authorized the use of the following eGain Sub-processors and eGain Affiliates:

eGain Sub-processors

Sub-processor/ subcontractor name	Service Provided	Geographical Location	Contract in Place
Amazon Web Services	Infrastructure-as-a-Service provider to eGain. eGain builds the eGain Cloud services on top of the IaaS to ensure that AWS has no access to the eGain systems, customer systems or customer data	United States	Yes
Microsoft Azure	Infrastructure-as-a-Service provider to eGain. eGain builds the eGain Cloud services on top of the IaaS to ensure that Azure has no access to the eGain systems, customer systems or customer data	United States	Yes

eGain Affiliates

Affiliate name	Service Provided	Geographical Location	Contract in Place
eGain Communications Pvt Ltd Office number 702, 7th Floor, B-1, The Cerebrum IT Park, Vadgaon Sheri Kalyani Nagar, Pune 411014, India	Performance of the support services pursuant to the Agreement and for troubleshooting of customer systems and applications including testing and debugging, perform configuration, customization, installation, integration, simulation and backup operations, test version to version upgrades, and data analytics.	India	Affiliate of eGain
eGain Communications Limited St Catherine's House, Oxford Street Newbury, Berkshire, United Kingdom RG14 1JQ	Performance of the support services pursuant to the Agreement and for troubleshooting of customer systems and applications including testing and debugging, perform configuration, customization, installation, integration, simulation and backup operations, test version to version upgrades, and data analytics.	United Kingdom	Affiliate of eGain