



Frequently Asked Questions About eGain’s EULA for the Virtual Coach Cloud Services

Thank you for taking the time to review eGain’s End User License Agreement (“EULA”) found at http://hd.egain.com/wp-content/uploads/contracts/standard_partner_EULA.pdf in connection with the use of, and access to, eGain’s Virtual Coach cloud subscription service (“Virtual Coach Cloud Services”) as may be obtained through GreenPath, Inc., an authorized reseller of eGain (“Reseller”). This FAQ is intended to provide useful information about the EULA and the Virtual Coach Cloud Services. Please note that this FAQ is for informational purposes only and will not be made part of any future contract between your organization and eGain.

How does the Pilot work? Is your organization obligated after the Pilot to move forward?

If eGain and Reseller have agreed to provide a pilot for the Virtual Coach Cloud Services for your organization at no cost (“Pilot”), such Pilot shall be considered a free trial as described in Section 12 of the EULA. There is no obligation to move forward after the Pilot unless your organization has separately agreed in writing with the Reseller to purchase the use of, and access to, the Virtual Coach Cloud Services after the Pilot.

How long is the free trial?

If eGain and Reseller have agreed to provide a Pilot for the Virtual Coach Cloud Services for your organization, such Pilot will run until June 30, 2021, unless earlier terminated in the sole discretion of eGain or Reseller.

The EULA references a 3-year initial Cloud Term – when will that be applicable?

The Cloud Term referenced in Section 2.2 of the EULA does not apply to the Pilot, which will run until June 30, 2021, unless earlier terminated in the sole discretion of eGain or Reseller. Subsequent to the Pilot, if your organization decides to move forward with the use of, and access to, Virtual Coach Cloud Services (“Production Use”), your organization and the Reseller will separately enter into a written order for such Production Use (“Production Use Order”), including the applicable fees and Cloud Term for such Production Use. The default initial Cloud Term is three (3) years unless agreed otherwise in the Production Use Order.

What is the BETA FUNCTIONALITY?

Beta functionality is defined in Section 2.7 of the EULA as functionality that is not generally available and not validated and quality assured in accordance with eGain’s standard processes. There are no warranties or indemnities provided with respect to the Pilot of the Virtual Coach Cloud Services as described in Section 2.7 and Section 12 of the EULA.

What will your organization get during the free trial?

By taking part in the Pilot, your organization will be entitled to the use of, and access to, the Virtual Coach Cloud Services until June 30, 2021 (unless earlier terminated in the sole discretion of eGain or Reseller) in accordance with the terms and conditions set forth in the EULA and solely in connection with the financial coach content as may be provided by your Reseller. There are no deliverables or any other products or services to be provided by eGain in connection with your organization’s use of the Virtual Coach Cloud Services.

Who can we set up as a User of the eGain Service and can my affiliates use the Service?

eGain’s EULA defines “Users” very broadly in order to enable eGain customers to use the Virtual Coach Cloud Services in a wide variety of use cases (see Section 2.3 of the EULA). The customer decides and controls which individuals will have access to use the Virtual Coach Cloud Services. For example, a customer’s Users may include the customer’s and its affiliates’ employees, consultants, clients, external users, contractors, agents, and third parties with which the customer does business.

Does eGain offer Termination for Convenience?

If eGain and Reseller have agreed to provide a Pilot for the Virtual Coach Cloud Services for your organization and your organization decides to participate in the Pilot, then your organization, eGain and Reseller can, for any or no reason, terminate the Pilot at any time. If your organization has agreed with the Reseller on a Production Use Order for a specified Cloud Term, your organization is not permitted to terminate the contracted Cloud Term for convenience. A fundamental element of eGain’s business model is that the parties are committed to the specified Cloud Term in the Production Use Order. Your organization may terminate Production Use Order for cause in accordance with Section 4.3 of the EULA.

Does eGain offer unlimited liability?

eGain does not offer unlimited liability except for such limited circumstances as expressly set forth in Section 8.3 of the EULA. A fundamental principal of eGain’s business model is that damages arising from eGain’s breach of the EULA are subject to a limitation of liability. eGain’s EULA contains an industry-standard limitation of liability that mutually protects eGain and the customer by equally limiting each party’s damages for a breach of the EULA (see Section 8 of the EULA).