

# ASC SOFTWARE LICENSE AGREEMENT

Appendices for Third Party Software



<b>Table of contents:</b>	<b>Page:</b>
<b>APPENDIX A</b> .....	2
<b>ANTLR 4 Software License Agreement</b> .....	2
<b>APPENDIX B</b> .....	3
<b>bouncy castle Software License Agreement</b> .....	3
<b>APPENDIX C</b> .....	4
<b>Payara End-User Licence Agreement</b> .....	4
<b>APPENDIX D</b> .....	7
<b>CURL Software License Agreement</b> .....	7
<b>APPENDIX E</b> .....	8
<b>OpenSSL License</b> .....	8
<b>APPENDIX F</b> .....	12
<b>PostgreSQL Software License Agreement</b> .....	12
<b>APPENDIX G</b> .....	13
<b>PostgreSQL jdbc Software License Agreement</b> .....	13
<b>APPENDIX H</b> .....	14
<b>reSIProcate Software License Agreement</b> .....	14
<b>APPENDIX I</b> .....	15
<b>SLF4J Software License Agreement</b> .....	15
<b>APPENDIX J</b> .....	16
<b>WinPCAP Software License Agreement</b> .....	16
<b>APPENDIX K</b> .....	19
<b>Genesys Software License Agreement</b> .....	19
<b>APPENDIX L</b> .....	22
<b>WINDOWS IOT ENTERPRISE &amp; MOBILE (ALL EDITIONS)</b> .....	22
<b>APPENDIX M</b> .....	30
<b>JAX WS Java API for XML Web Services Software License Agreement</b> .....	30
<b>APPENDIX N</b> .....	34
<b>PrimeFaces Software License Agreement</b> .....	34

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



### **APPENDIX A**

URL: <https://www.antlr.org/>

Version: antlr4-runtime-4.9.1.jar

License Type: BSD 3

### **ANTLR 4 Software License Agreement**

[The BSD License]

Copyright (c) 2012 Terence Parr and Sam Harwell

All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

Neither the name of the author nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

# ASC SOFTWARE LICENSE AGREEMENT

Appendices for Third Party Software



## **APPENDIX B**

URL: <https://www.bouncycastle.org>

Version: bcpkix-jdk18on-1.78.1.jar, bcprov-jdk18on-1.78.1.jar, bcutil-jdk18on-1.78.1.jar

License Type: Bouncy Castle License

### **bouncy castle Software License Agreement**

Copyright (c) 2000 - 2024 The Legion of the Bouncy Castle Inc. (<https://www.bouncycastle.org>)

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



### **APPENDIX C**

License Type: Payara (CDDL) license  
<https://www.payara.fish/payara-site/media/gb/Payara-Services-EULA.pdf>

#### **Payara End-User Licence Agreement**

This End-User Licence Agreement ("Licence") is a legal agreement between you (the "Customer" or "you") and Payara Services Limited of Malvern Hills Science Park, Geraldine Road, Malvern, Worcestershire, WR14 3SZ ("Service Provider", "us" or "we") for:

The software in object code form specified as licensed under the Payara EULA in an Enterprise Order ("Software").

We license use of the Software to you on the basis of this Licence, the Payara EULA. We do not sell the Software to you. We or our licensors remain the owners of the Software at all times.

#### **IT IS HEREBY AGREED**

##### **1. GRANT AND SCOPE OF LICENCE, MINOR CHANGES, UPDATES**

- 1.1 In consideration of you agreeing to abide by the terms of this Licence, the Service Provider hereby grants to you a non-exclusive, non-transferable licence to use the Software on the terms of this Licence. Such licence shall subsist only so long as you maintain an Enterprise subscription with us in respect of the Software and comply with the terms of the agreement relating to it ("Enterprise Agreement"). Definitions in the Enterprise Agreement apply to this Licence (unless otherwise specifically defined in this Licence).
- 1.2 This Licence permits you to do the following ("Permitted Uses"):
  - 1.2.1 install and use the Software, in object code form only, solely on the Customer System(s) for which have paid to receive support under the Enterprise Agreement ; and
  - 1.2.2 (provided you comply with the provisions in clause 2) make a reasonable number of copies of the Software for back-up purposes.
- 1.3 We may update or require you to update the Software from time to time in which case this Licence applies to the Software as updated.

##### **2. Restrictions**

- 2.1 Except as expressly set out in this Licence (and in particular as set out in clause 3) or as otherwise permitted by law, you undertake:
  - 2.1.1 not to copy the Software, except where such copying is incidental to normal use of the Software under Permitted Uses;
  - 2.1.2 to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
  - 2.1.3 not to use or attempt to use the Software other than for Permitted Uses;
  - 2.1.4 not to delete or obfuscate our copyright notice on all entire and partial copies of the Software in any form; and
  - 2.1.5 not to provide, distribute, or otherwise make available, the Software in any form, in whole or in part to any third party (including to any affiliate company of the Customer) without prior written consent from us.

ASC Technologies AG, Seibelstraße 2 - 4, D-63768 Hösbach, Germany  
Phone: +49 6021 5001-0, Fax: +49 6021 5001-310, E-mail: [info@asc.de](mailto:info@asc.de)

Public

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



### 3. Intellectual property rights

- 3.1 You acknowledge that all intellectual property rights in the Software throughout the world belong to us or our licensors, that rights in the Software are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Software other than the right to use the Software in accordance with the terms of this Licence.
- 3.2 Certain components of the Software are made available under open source licences in source code form. You can find out more about the components and the applicable licences [here]. Nothing in this Licence is intended to derogate from the rights granted in respect of those components under the applicable licences.
- 3.3 The rights granted by an applicable open source licence (including but not limited to any version of the Common Distribution and Development License (CDDL)) in the source code of any component referred to in clause 3.2 above do not apply to the object code form of the Software licensed to you under this Licence.

### 4. Disclaimers and Limitations on Liability

- 4.1 This Software is provided on an “as is” basis, and without warranty of any kind whether express or implied. Your use of the Software is at your sole risk. We do not warrant under this Licence that:
  - 4.1.1 the Software will meet your specific requirements;
  - 4.1.2 the Software is fully compatible with any particular platform;
  - 4.1.3 your use of the Software will be uninterrupted, error free, timely or secure;
  - 4.1.4 the results that may be obtained from the use of the Software will be accurate or reliable;
  - 4.1.5 the quality of any products, services, information, or other material purchased or obtained by you through the Software will meet your expectations; or
  - 4.1.6 defects in the Software will be corrected.
- 4.2 The Service Provider and its affiliates shall not be liable for any indirect, special, incidental, consequential, or exemplary damages or for damages for loss of profits, goodwill, use, data or other intangible losses (whether in each case direct or indirect, and even where the Service Provider has been advised of the possibility of such damages) related to the Software or this Licence including, for example:
  - 4.2.1 the use or the inability to use the Software;
  - 4.2.2 the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received through the Software;
  - 4.2.3 unauthorised access to or alteration of your transmissions or data;
  - 4.2.4 statements or conduct of any third-party on the Software; or
  - 4.2.5 any other matter relating to the Software.
- 4.3 The Service Provider reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Software (or any part thereof) with or without notice. The Service Provider shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Software.

### 5. Termination

- 5.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



5.2 Upon termination for any reason:

5.2.1 all rights granted to you under this Licence shall cease;

5.2.2 you must cease all activities authorised by this Licence; and 5.2.3 you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

5.3 Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

5.4 The rights to terminate this Agreement given by this clause shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

5.5 This Licence will terminate automatically on termination or expiry of the Enterprise Agreement for any reason.

### 6. Other important terms

6.1 We may transfer our rights and obligations under these terms to another organisation. You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.

6.2 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

6.3 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

6.4 The failure or delay of the Service Provider to exercise or enforce any right or provision of this Licence shall not constitute a waiver of such right or provision.

6.5 These terms are governed by English law and you can only bring legal proceedings in respect of the Software in the courts of England and Wales.

Payara Services Ltd 2020 All Rights Reserved. Registered in England and Wales; Registration Number 0998946  
Registered Office: Malvern Hills Science Park, Geraldine Road, Malvern, United Kingdom, WR14 3SZ

# ASC SOFTWARE LICENSE AGREEMENT

Appendices for Third Party Software



## **APPENDIX D**

URL: [https://github.com/curl/curl/releases/tag/curl-8\\_10\\_0](https://github.com/curl/curl/releases/tag/curl-8_10_0) <https://curl.se/libcurl/>

Version: curl-curl-8\_10\_0

License Type: Curl (<https://curl.se/docs/copyright.html>)

### **CURL Software License Agreement**

#### **COPYRIGHT AND PERMISSION NOTICE**

Copyright (c) 1996 - 2025, Daniel Stenberg, <daniel@haxx.se>, and many contributors, see the THANKS file.

All rights reserved.

Permission to use, copy, modify, and distribute this software for any purpose with or without fee is hereby granted, provided that the above copyright notice and this permission notice appear in all copies.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Except as contained in this notice, the name of a copyright holder shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software without prior written authorization of the copyright holder.

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



### APPENDIX E

URL: <https://www.openssl.org/>

Version: openssl-OpenSSL\_3.3.4

License Type: Apache 2.0

#### **OpenSSL License**

Apache License

Version 2.0, January 2004  
<https://www.apache.org/licenses/>

#### TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

##### 1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

ASC Technologies AG, Seibelstraße 2 - 4, D-63768 Hösbach, Germany  
Phone: +49 6021 5001-0, Fax: +49 6021 5001-310, E-mail: [info@asc.de](mailto:info@asc.de)

Public

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.
3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.
4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:
  - (a) You must give any other recipients of the Work or Derivative Works a copy of this License; and
  - (b) You must cause any modified files to carry prominent notices stating that You changed the files; and
  - (c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and

ASC Technologies AG, Seibelstraße 2 - 4, D-63768 Hösbach, Germany  
Phone: +49 6021 5001-0, Fax: +49 6021 5001-310, E-mail: [info@asc.de](mailto:info@asc.de)

Public

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



(d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.
6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.
7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.
8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

ASC Technologies AG, Seibelstraße 2 - 4, D-63768 Hösbach, Germany  
Phone: +49 6021 5001-0, Fax: +49 6021 5001-310, E-mail: [info@asc.de](mailto:info@asc.de)

Public

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



### **APPENDIX F**

URL: <https://www.postgresql.org/>

Version: 17.6-1-x64

License Type: PostgreSQL

### **PostgreSQL Software License Agreement**

PostgreSQL is released under the [PostgreSQL License](#), a liberal Open Source license, similar to the BSD or MIT licenses.  
PostgreSQL Database Management System  
(formerly known as Postgres, then as Postgres95)  
Portions Copyright © 1996-2025, The PostgreSQL Global Development Group  
Portions Copyright © 1994, The Regents of the University of California

Permission to use, copy, modify, and distribute this software and its documentation for any purpose, without fee, and without a written agreement is hereby granted, provided that the above copyright notice and this paragraph and the following two paragraphs appear in all copies.

IN NO EVENT SHALL THE UNIVERSITY OF CALIFORNIA BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THE USE OF THIS SOFTWARE AND ITS DOCUMENTATION, EVEN IF THE UNIVERSITY OF CALIFORNIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

THE UNIVERSITY OF CALIFORNIA SPECIFICALLY DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE PROVIDED HEREUNDER IS ON AN "AS IS" BASIS, AND THE UNIVERSITY OF CALIFORNIA HAS NO OBLIGATIONS TO PROVIDE MAINTENANCE, SUPPORT, UPDATES, ENHANCEMENTS, OR MODIFICATIONS.

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



### **APPENDIX G**

URL: <https://jdbc.postgresql.org/>

Version: 42.7.3

License Type: BSD

### **PostgreSQL jdbc Software License Agreement**

Copyright (c) 1997, PostgreSQL Global Development Group  
All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



### APPENDIX H

#### **Applicable for EVOIPneo active for IPC Open Trade only!**

URL: [https://www.resiprocate.org/Main\\_Page](https://www.resiprocate.org/Main_Page)

Version: 1.13.2

License Type: BSD 3, Vovida

#### **reSIProcate Software License Agreement**

This license is in use for the following source code:

- rutil utility library (/rutil)
- Core resiprocate stack (/resip/stack)
- Dialog Usage Manager (DUM) (/resip/dum)
- repro proxy server (/repro)
- sipdial (/apps/sipdial)
- b2bua (/b2bua)

The Vovida Software License, Version 1.0

Copyright (c) 2000

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. The names "VOCAL", "Vovida Open Communication Application Library", and "Vovida Open Communication Application Library (VOCAL)" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact [vocal@vovida.org](mailto:vocal@vovida.org).
4. Products derived from this software may not be called "VOCAL", nor may "VOCAL" appear in their name, without prior written permission of Vovida Networks, Inc.

THIS SOFTWARE IS PROVIDED "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE DISCLAIMED. IN NO EVENT SHALL VOVIDA NETWORKS, INC. OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF \$1,000, NOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This software consists of voluntary contributions made by Vovida Networks, Inc. and many individuals on behalf of Vovida Networks, Inc. For more information on Vovida Networks, Inc., please see <http://www.vovida.org/>.

# ASC SOFTWARE LICENSE AGREEMENT

Appendices for Third Party Software



## **APPENDIX I**

URL: <http://www.slf4j.org/>

Version: slf4j-api-2.0.17.jar

License Type: MIT

### **SLF4J Software License Agreement**

SLF4J source code and binaries are distributed under the MIT license.  
Copyright (c) 2004-2025 QOS.ch  
All rights reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



### APPENDIX J

URL: <https://www.winpcap.org/>

Version: 4.1.3

License Type: WinPCAP

#### **WinPCAP Software License Agreement**

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. Neither the name of the Politecnico di Torino, CACE Technologies nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

*This product includes software developed by the University of California, Lawrence Berkeley Laboratory and its contributors.*

*This product includes software developed by the Kungliga Tekniska Högskolan and its contributors.*

*This product includes software developed by Yen Yen Lim and North Dakota State University.*

Portions Copyright (c) 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997 The Regents of the University of California. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. All advertising materials mentioning features or use of this software must display the following acknowledgement: "This product includes software developed by the University of California, Berkeley and its contributors."
4. Neither the name of the University nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE INSTITUTE AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE REGENTS OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Portions Copyright (c) 1983 Regents of the University of California. All rights reserved.

Redistribution and use in source and binary forms are permitted provided that the above copyright notice and this paragraph are duplicated in all such forms and that any documentation, advertising materials, and other materials related to such distribution and use acknowledge that the software was developed by the University of California, Berkeley. The name of the University may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Portions Copyright (c) 1995, 1996, 1997 Kungliga Tekniska Högskolan (Royal Institute of Technology, Stockholm, Sweden). All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. All advertising materials mentioning features or use of this software must display the following acknowledgement: "This product includes software developed by the Kungliga Tekniska Högskolan and its contributors."

ASC Technologies AG, Seibelstraße 2 - 4, D-63768 Hösbach, Germany  
Phone: +49 6021 5001-0, Fax: +49 6021 5001-310, E-mail: [info@asc.de](mailto:info@asc.de)

Public

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



4. Neither the name of the University nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE INSTITUTE AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE INSTITUTE OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Portions Copyright (c) 1997 Yen Yen Lim and North Dakota State University. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. All advertising materials mentioning features or use of this software must display the following acknowledgement: "This product includes software developed by Yen Yen Lim and North Dakota State University".
4. The name of the author may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE AUTHOR "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Portions Copyright (c) 1993 by Digital Equipment Corporation.

Permission to use, copy, modify, and distribute this software for any purpose with or without fee is hereby granted, provided that the above copyright notice and this permission notice appear in all copies, and that the name of Digital Equipment Corporation not be used in advertising or publicity pertaining to distribution of the document or software without specific, written prior permission.

THE SOFTWARE IS PROVIDED "AS IS" AND DIGITAL EQUIPMENT CORP. DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. IN NO EVENT SHALL DIGITAL EQUIPMENT CORPORATION BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

Portions Copyright (C) 1995, 1996, 1997, 1998, and 1999 WIDE Project. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. Neither the name of the project nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE PROJECT AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE PROJECT OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Portions Copyright (c) 1996 Juniper Networks, Inc. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that: (1) source code distributions retain the above copyright notice and this paragraph in its entirety, (2) distributions including binary code include the above copyright notice and this paragraph in its entirety in the documentation or other materials provided with the distribution. The name of Juniper Networks may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Portions Copyright (c) 2001 Daniel Hartmeier All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

ASC Technologies AG, Seibelstraße 2 - 4, D-63768 Hösbach, Germany  
Phone: +49 6021 5001-0, Fax: +49 6021 5001-310, E-mail: [info@asc.de](mailto:info@asc.de)

Public

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTOR "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDERS OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Portions Copyright 1989 by Carnegie Mellon.

Permission to use, copy, modify, and distribute this program for any purpose and without fee is hereby granted, provided that this copyright and permission notice appear on all copies and supporting documentation, the name of Carnegie Mellon not be used in advertising or publicity pertaining to distribution of the program without specific prior permission, and notice be given in supporting documentation that copying and distribution is by permission of Carnegie Mellon and Stanford University. Carnegie Mellon makes no representations about the suitability of this software for any purpose. It is provided "as is" without express or implied warranty.

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



### APPENDIX K

#### Applicable for CTIConnect for Genesys only!

URL: <https://docs.genesys.com/Documentation/PSDK>

Version: 8.1.2

License Type: Genesys

#### Genesys Software License Agreement

**THIS SOFTWARE DEVELOPMENT KIT AND APPLICATION PROGRAM INTERFACE AGREEMENT (“SDK AGREEMENT”)** effective on the date of last signature (“Effective Date”) is made between Genesys and the “Participant” being the entity named on the signature block below. The provisions of this SDK Agreement shall apply to all Orders issued by Participant for Developer Materials.

##### 1. GENERAL

This SDK Agreement incorporates by reference the Master Partner Network Agreement (“Master Agreement”), and collectively these agreements compose the terms and conditions for development of Developed Works. Any capitalized terms used in this SDK Agreement which are not otherwise defined herein are as defined in the Master Agreement. The terms of this SDK Agreement shall supersede any conflicting terms in the Master Agreement for purposes of the subject matter of this SDK Agreement.

##### 2. DEFINITIONS

a. “**DEVELOPED WORKS**” means the software code (including without limitation the application or integration) developed by Participant by using the Developer Materials, which software code enables Participant Products to access, communicate or interoperate with the latest Genesys-support version of Genesys Products solely through Genesys proprietary interface elements, application program interfaces (“API”) and/or software development kits (“SDK”). Developed Works do not include Developer Materials.

b. “**DEVELOPER MATERIALS**” means (i) Genesys tools, in object code (and clear text formats if applicable) only (which may include modifiable script files which shall not be modified by Participant), and Documentation, ordered by Participant pursuant to Schedule B and an Order. Developer Materials excludes (i) any Genesys SDK that is not obtained pursuant to an Order, (ii) any Genesys API that has not been productized for external use by Genesys and (iii) any features or functionality not explicitly set forth in the Documentation

##### 3. GRANT OF LIMITED LICENSE

Genesys grants to Participant a non-exclusive, non-transferable, terminable license, without any right to sublicense, to permit its employees or a Subcontractor to use the Developer Materials described in a valid Order issued by Participant within the Territory, and solely in accordance with the Documentation to create, debug and/or test the Developed Works. For the avoidance of doubt, Genesys reserves the right to amend the Documentation in its sole discretion.

##### 4. DISTRIBUTION RIGHTS

a. Genesys grants to Participant a non-exclusive, non-transferable, terminable license, without any right to sublicense, to distribute the latest compatible version of the Developed Works to its end users within the Territory (“Users”) and to permit such Users to use the Developed Works solely for the purpose of enabling such Users’ licensed Participant Products to access, communicate or interoperate with Genesys Products, subject to all of the following additional conditions:

(i) Participant shall execute with each User a sublicense agreement that contains terms and conditions that are no less restrictive than all of the following provisions:

- User shall use the Developed Works solely for its own internal business operations;
- User shall license all applicable Genesys Run-Time Licenses in conjunction with deployment of the Developed Works;
- User shall not: (A) use the Developed Works for operation of a service bureau, time-sharing or other similar purpose; (B) resell or retransmit the Developed Works; (C) create a derivative of the Developed Works in any form; (D) decompile, disassemble or reverse engineer the Developed Works or any portion of the Developed Works;
- GENESYS AND ITS SUPPLIERS MAKE NO WARRANTIES UNDER THIS USER SUBLICENSE AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND GENESYS EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; and
- GENESYS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF THE USER SUBLICENSE AGREEMENT, INCLUDING WITHOUT LIMITATION, DIRECT, ECONOMIC, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION, ANY LOST REVENUES OR PROFITS).

(ii) Participant shall notify Users in writing of Run-Time License requirements for the Developed Works, and shall direct Users to Genesys and/or a Genesys partner to obtain such license;

(iii) Participant shall provide to Genesys a quarterly report setting forth the following information: (A) identity of and contact information for each User; (B) quantity of Developed Works licensed to that User; (C) name and version of Participant Product(s) that is (are) being integrated to Genesys Products and a brief description of such Participant Product(s) and its intended use (asset application); and (D) the applicable Run-Time Licenses that each User must license from Genesys, (“Quarterly Report”). Participant shall deliver to Genesys Quarterly Reports within fifteen (15) days following the last date of the prior calendar quarter; and;

(iv) Participant shall be solely responsible for all use, installation, function, performance, operation, maintenance and support of the Developed Works; Participant shall not represent in any manner that Genesys has endorsed, warranted or supports the Developed Works.

(v) Participant may not sublicense or transfer any rights granted to it under this section.

##### 5. RESTRICTIONS

ASC Technologies AG, Seibelstraße 2 - 4, D-63768 Hösbach, Germany  
Phone: +49 6021 5001-0, Fax: +49 6021 5001-310, E-mail: [info@asc.de](mailto:info@asc.de)

Public

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



a. Participant shall not directly or indirectly, without the prior written consent of Genesys: (i) copy all or any portion of the Developer Materials, except for one (1) copy of the Developer Materials for normal backup and archival purposes; (ii) decompile, disassemble or otherwise reverse engineer the Developer Materials or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, interfaces, data structures or techniques embodied in or used by the Developer Materials or any portion thereof (except to the extent, if at all, expressly permitted by applicable law, notwithstanding a contractual obligation to the contrary); (iii) create any Derivative Works; (iv) distribute, disclose, market, sell, rent, lease, time-share, assign, sublicense, pledge, encumber or otherwise transfer or make available the Developer Materials or rights granted under this SDK Agreement, as applicable, in whole or in part, to any third party; (v) remove or alter any copyright, trademark, trade name, confidentiality or other proprietary notices, legends, symbols or labels appearing on or in copies of the Developer Materials; (vi) perform, or release the results of, benchmark tests or other comparisons of the Developer Materials with other programs; (vii) transfer the Developer Materials to any CPU other than the Designated CPU or to any site other than the Designated Site; (viii) permit the Developer Materials to be used in connection with a service bureau or otherwise used for processing the data of any third party; (ix) incorporate the Developer Materials or any portion thereof into any other program or product; and (x) use the Developer Materials other than in accordance with the provisions of this SDK Agreement. Participant shall not permit the Developed Works to be used or distributed, in a manner that subjects or may subject Genesys Proprietary Information, in whole or in part, to all or part of license provisions which seek to require any Genesys Proprietary Information to be licensed to or otherwise shared with any third party under provisions that require such Genesys Proprietary Information to (A) be disclosed or distributed in source code form; (B) be licensed for the purpose of making derivative works; or (C) be redistributable at no charge.

b. Without limiting Section 5(a) above, Participant's development activities during the Term of the Master Agreement shall be subject to all of the following additional conditions:

(i) Participant shall use the Developer Materials to create Developed Works, which, running in conjunction with Genesys Products and applicable Run-Time licenses (collectively, "Integrated Solution"), shall conform to design and implementation guidelines and restrictions set forth in the Documentation and the Genesys Products documentation. Notwithstanding the generality of the foregoing, the Integrated Solution shall:

- Use only Genesys supported SDKs and Genesys Products to access Genesys data;
- Not modify data/database schema in Genesys database tables directly using SQL;
- Not introduce database triggers or stored procedures that operate on Genesys database tables;
- Not compromise data or application security, access or visibility restrictions enforced by either Genesys Products or Developed Works;
- Not impede the accurate or effective operation of Genesys Products;
- Not compromise data integrity of Genesys Products (e.g., if both Genesys Products and Developed Works can modify the same data, then modifications by Developed Works must not circumvent data integrity rules of Genesys Products); and
- Not cause duplicate copies of data to exist in both Integrated Solution and Genesys databases.

(ii) Unless otherwise approved in writing by Genesys, Participant shall not use the Developer Materials to enable Genesys Products to access, communicate or interoperate with products of competitors of Genesys in the contact center industry, which products have substantially similar or the same functionality as Genesys Products as documented in the applicable documentation, and vice versa;

(iii) Participant shall not use the Developer Materials to create a product which has substantially similar or the same functionality as Genesys Products as documented in the applicable documentation;

(iv) Participant shall update the Developed Works to access, communicate or interoperate with the latest release of the Developer Materials and/or Genesys Products; and

(v) Participant shall provide to Genesys a description of Developed Work and its finalized design, enabling Genesys to reasonably confirm that the proposed Developed Work conforms to the terms of this SDK Agreement.

### 6. PROPRIETARY RIGHTS

Notwithstanding anything to the contrary in the Master Agreement or this SDK Agreement, Genesys retains all rights, title and interest, including without limitation, all patent rights, copyrights, trademarks and trade secrets, in and to the Genesys Proprietary Information, including without limitation, any copy or portion thereof, and any Derivative Work. Participant shall retain all rights, title and interest in and to Participant Products and Developed Works. Participant shall have only those rights in or to Genesys Proprietary Information expressly granted to Participant pursuant to this SDK Agreement. Participant acknowledges and agrees that Genesys and other Participants of Developer Materials may use, develop and/or sell the same or similar technology as Participant's Developed Works or Participant Products; provided that such technology is developed without the use of or reference to Participant's Developed Works or Participant Products. Participant agrees to take any action reasonably requested by Genesys to evidence, maintain, enforce or defend the foregoing rights, and agrees not to take any action to jeopardize, limit or interfere in any manner with Genesys' ownership of, and rights with respect to, the Developer Materials, Genesys Products or any Derivative Work. Participant hereby assigns (and shall cause its personnel, its contractor(s) or agent(s) as the case may be to assign), to Genesys all rights (including without limitation, moral rights), title and interest in and to (i) any modifications or improvements to the Developer Materials or Derivative Works that are made by or for Participant or its employees, agents or contractors (notwithstanding any prohibitions to the contrary within this SDK Agreement); (ii) any invention or creation made by or for Participant or its employees, agents or contractors that is based upon or uses all or any portion of the Developer Materials or Genesys Proprietary Information (as defined below) and (iii) any report, feedback or other information concerning the Developer Materials provided by Participant to Genesys hereunder. Participant shall have only those rights in or to the Developer Materials and any Derivative Work expressly granted to Participant pursuant to this SDK Agreement. Genesys shall reimburse Participant for all reasonably incurred direct costs of such transfer.

### 7. DELIVERY AND ACCEPTANCE

Genesys shall deliver the Developer Materials and Documentation to Participant after execution of this SDK Agreement. In the case of physical shipment, delivery shall be deemed to occur at the Genesys shipping point. In the case of electronic delivery, delivery shall occur when Developer Materials have been uploaded onto the FTP site and Participant is provided all necessary passwords for download from such site. Acceptance shall be deemed to occur upon delivery of the Developer Materials

### 8. MAINTENANCE AND SUPPORT

For purposes of this SDK Agreement, any Maintenance and Support for Developer Materials must be contracted separately. Genesys shall not provide Maintenance and Support for Developed Works or general development support.

ASC Technologies AG, Seibelstraße 2 - 4, D-63768 Hösbach, Germany  
Phone: +49 6021 5001-0, Fax: +49 6021 5001-310, E-mail: [info@asc.de](mailto:info@asc.de)

Public

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



### 9. WARRANTY

a. In respect of the Developed Works, Participant shall be solely responsible for all use, and professional services, including, without limitation: installation, function, performance, operation, maintenance and support.

b. GENESYS MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO ANY DEVELOPED WORKS, AND GENESYS EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### 10. INDEMNIFICATION

Participant shall defend or, at its sole discretion, settle, any claim, action or proceeding brought against Genesys based upon a substantive allegation relating to Participant's unauthorized possession, use, copying or distribution of the Developer Materials or any part thereof; the development, performance or use of the Developed Works; or any representation made by Participant that Genesys has endorsed, warranted or supports the Developed Works, and indemnify Genesys against, and hold Genesys harmless from, any and all costs and damages finally awarded against Genesys that are directly attributable to such claim, action or proceeding

### 11. ENTIRE AGREEMENT

The Master Agreement and this SDK Agreement constitute the entire agreement between the parties concerning the subject matter hereof as of the Effective Date. The provisions of this Agreement shall supersede any conflicting or additional provisions on any Purchase Order or Order, including any entire agreement clause or other clause on any such Order which generally purports to supersede all previous agreements.

# ASC SOFTWARE LICENSE AGREEMENT

Appendices for Third Party Software



## APPENDIX L

Applicable for EVOLUTIONneo and EVOLUTIONneo eco product lines only!

### WINDOWS IOT ENTERPRISE & MOBILE (ALL EDITIONS)

---

**IF YOU LIVE IN (OR IF YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 8. IT AFFECTS HOW DISPUTES ARE RESOLVED.**

**Thank you for choosing Microsoft!**

Depending on how you obtained the Windows software, this is a license agreement between (i) you and the device manufacturer or software installer that distributes the software with your device; or (ii) you and Microsoft Corporation (or, based on where you live or, if a business, where your principal place of business is located, one of its affiliates) if you acquired the software from a retailer. Microsoft is the device manufacturer for devices produced by Microsoft or one of its affiliates, and Microsoft is the retailer if you acquired the software directly from Microsoft.

This agreement describes your rights, obligations, and the conditions upon which you may use the Windows software. You should review the entire agreement, including any supplemental license terms that accompany the software and any linked terms, because all of the terms are important and together create this agreement that applies to you. You can review linked terms by pasting the (aka.ms/) link into a browser window.

**By accepting this agreement or using the software, you agree to all of these terms, and consent to the transmission of certain information during activation and during your use of the software as per the privacy statement described in Section 3. If you do not accept and comply with these terms, you may not use the software or its features.** You may contact the device manufacturer or installer, or your retailer if you purchased the software directly, to determine its return policy and return the software or device for a refund or credit under that policy. You must comply with that policy, which might require you to return the software with the entire device on which the software is installed for a refund or credit, if any.

#### **1. Overview.**

- a. Applicability.** This agreement applies to the Windows software that is preinstalled on your device, or acquired from a retailer and installed by you, the media on which you received the software (if any), any fonts, icons, images or sound files included with the software, and also any Microsoft updates, upgrades, supplements or services for the software, unless other terms come with them. It also applies to Windows apps developed by Microsoft that provide functionality such as mail, calendar, contacts, music and news that are included with and are a part of Windows. If this agreement contains terms regarding a feature or service not available on your device, those terms do not apply.
- b. Additional terms.** Depending on your device's capabilities, how it is configured, and how you use it, additional Microsoft and third -party terms may apply to your use of certain features, services and apps.
  - (i) Some Windows apps provide an access point to, or rely on, online services, and the use of those services is sometimes governed by separate terms and privacy policies, such as the Microsoft Services Agreement at <https://aka.ms/msa>. You can view these terms and policies by looking at the service terms of use or the app's settings, as applicable; please read them. The services may not be available in all regions.
  - (ii) The manufacturer or installer may also preinstall apps, which will be subject to separate license terms.

ASC Technologies AG, Seibelstraße 2 - 4, D-63768 Hösbach, Germany  
Phone: +49 6021 5001-0, Fax: +49 6021 5001-310, E-mail: [info@asc.de](mailto:info@asc.de)

**Public**

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



- (iii) The software may include third-party programs that are licensed to you under this agreement, or under their own terms. License terms, notices and acknowledgements, if any, for the third-party program can be viewed at <https://aka.ms/thirdpartynotices>.

### 2. Installation and Use Rights.

- a. **License.** The software license is permanently assigned to the device with which you acquired the software. You may only use the software on that device.
- b. **Device.** In this agreement, “device” means a physical hardware system with an internal storage device capable of running the software. A hardware partition or blade is considered to be a device.
- c. **Restrictions.** The manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement, and no other rights are licensed to you. For the avoidance of doubt, this license does not give you any right to, and you may not (and you may not permit any other person or entity to):
  - (i) use or virtualize features of the software separately;
  - (ii) publish, copy (other than the permitted backup copy), rent, lease, or lend the software;
  - (iii) transfer the software;
  - (iv) work around any technical restrictions or limitations in the software;
  - (v) use the software as server software or to operate the device as a server, except as permitted under Section 2(d)(iii) below; use the software to offer commercial hosting services; make the software available for simultaneous use by more than one user over a network, except as permitted under Section 2(d)(v) below; install the software on a server for remote access or use over a network; or install the software on a device for use only by remote users; a single device may be locally and simultaneously interacted with by up-to two end user operators;
  - (vi) reverse engineer, decompile, or disassemble the software, or attempt to do so, except and only to the extent that the foregoing restriction is (a) permitted by applicable law; (b) permitted by licensing terms governing the use of open-source components that may be included with the software; or (c) required to debug changes to any libraries licensed under the GNU Lesser General Public License that are included with and linked to by the software; and
  - (vii) when using Internet-based features you may not use those features in any way that could interfere with anyone else’s use of them, or to try to gain access to or use any service, data, account, or network, in an unauthorized manner.
- d. **Multi-Use scenarios.**
  - (i) **Multiple versions.** If when acquiring the software, you were provided with multiple versions (such as 32-bit and 64-bit versions), you may install and activate only one of those versions at a time.
  - (ii) **Multiple or pooled connections.** Hardware or software you use to multiplex or pool connections, or reduce the number of devices or users that access or use the software, does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each instance of the software you are using.
  - (iii) **Device connections.** You may allow up to 20 other devices to access the software installed on the licensed device solely to use the following software features for personal or internal purposes: file services, print services, Internet information services, and Internet connection

ASC Technologies AG, Seibelstraße 2 - 4, D-63768 Hösbach, Germany  
Phone: +49 6021 5001-0, Fax: +49 6021 5001-310, E-mail: [info@asc.de](mailto:info@asc.de)

Public



sharing and telephony services on the licensed device. The 20 connection limit applies to devices that access the software indirectly through “multiplexing” or other software or hardware that pools connections. You may allow any number of devices to access the software on the licensed device to synchronize data between devices. This subsection does not mean, however, that you have the right to install the software, or use the primary function of the software (other than the features listed in this subsection), on any of these other devices.

- (iv) **Remote access.** Users may access the licensed device from another device using remote access technologies, but only on devices separately licensed to run the same or higher edition of this software.
- (v) **Remote assistance.** You may use remote assistance technologies to share an active session without obtaining any additional licenses for the software. Remote assistance allows one user to connect directly to another user’s computer, usually to correct problems.
- (vi) **POS application.** If the software is installed on a retail point of service device, you may use the software with a point of service application (“POS Application”). A POS Application is a software application which provides only the following functions: (i) process sales and service transactions, scan and track inventory, record and/or transmit customer information, and perform related management functions, and/or (ii) provide information directly and indirectly to customers about available products and services. You may use other programs with the software as long as the other programs: (i) directly support the manufacturer’s specific use for the device, or (ii) provide system utilities, resource management, or anti-virus or similar protection. For clarification purposes, an automated teller machine (“ATM”) is not a retail point of service device.
- (vii) **Cloud Computing Devices.** If your device uses Internet browsing functionality to connect to and access cloud hosted applications: (i) no desktop functions may run locally on the device, and (ii) any files that result from the use of the desktop functions may not be permanently stored on the system. “Desktop functions,” as used in this agreement, means a consumer or business task or process performed by a computer or computing device. This includes but is not limited to email, word processing, spreadsheets, database, scheduling, network or internet browsing and personal finance.
- (viii) **Desktop Functions.** If your system performs desktop functions, then you must ensure that they: (i) are only used to support the application, and (ii) operate only when used with the application.

**e. Windows IoT Enterprise Features for Development and Testing Only.**

**(1) Device Health Attestation.** You may only implement Device Health Attestation in a commercial use if you execute a Microsoft Windows IoT Core Services Agreement at: <https://azure.microsoft.com/en-us/services/windows-10-iot-core/>.

**f. Specific Use.** The manufacturer designed the licensed device for a specific use. You may only use the software for that use.

**3. Privacy; Consent to Use of Data.** Your privacy is important to us. Some of the software features send or receive information when using those features. Many of these features can be switched off in the user interface, or you can choose not to use them. By accepting this agreement and using the software you agree that Microsoft may collect, use, and disclose the information as described in the Microsoft Privacy Statement available at <https://aka.ms/privacy>, and as may be described in the user interface associated with the software features.

ASC Technologies AG, Seibelstraße 2 - 4, D-63768 Hösbach, Germany  
Phone: +49 6021 5001-0, Fax: +49 6021 5001-310, E-mail: [info@asc.de](mailto:info@asc.de)

Public

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



4. **Authorized Software and Activation.** You are authorized to use this software only if you are properly licensed and the software has been properly activated with a genuine product key or by other authorized method. When you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to confirm the software is genuine and the license is associated with the licensed device. You can also activate the software manually by Internet or telephone. In either case, transmission of certain information will occur, and Internet, telephone and SMS service charges may apply. During activation (or reactivation that may be triggered by changes to your device's components), the software may determine that the installed instance of the software is counterfeit, improperly licensed or includes unauthorized changes. If activation fails the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. You may also receive reminders to obtain a proper license for the software. Successful activation does not confirm that the software is genuine or properly licensed. You may not bypass or circumvent activation. To help determine if your software is genuine and whether you are properly licensed, see <https://aka.ms/genuine>. Certain updates, support, and other services might be offered only to users of genuine Microsoft software.
5. **Updates.** You may obtain updates only from Microsoft or authorized sources, and Microsoft may need to update your system to provide you with those updates. The software periodically checks for system and app updates, and may download and install them for you. To the extent automatic updates are enabled on your device, by accepting this agreement, or using the software, you agree to receive these types of automatic updates without any additional notice.
6. **Geographic and Export Restrictions.** If your software is restricted for use in a particular geographic region, then you may activate the software only in that region. You must also comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on geographic and export restrictions, visit <https://aka.ms/exporting>.
7. **Support and Refund Procedures.** For the software generally, contact the device manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft may provide limited support services for properly licensed software as described at <https://aka.ms/mssupport>. If you are seeking a refund, contact the manufacturer or installer to determine its refund policies. You must comply with those policies, which might require you to return the software with the entire device on which the software is installed for a refund.
8. **Binding Arbitration and Class Action Waiver if You Live in (or, if a Business, Your Principal Place of Business is in) the United States.**

We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury.** Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of appeal under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes Microsoft, the device manufacturer, and software installer.

- a. **Disputes covered—everything except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and the manufacturer or installer, or you and Microsoft, concerning the software, its price, or this agreement, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**

ASC Technologies AG, Seibelstraße 2 - 4, D-63768 Hösbach, Germany  
Phone: +49 6021 5001-0, Fax: +49 6021 5001-310, E-mail: [info@asc.de](mailto:info@asc.de)

Public

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



- b. Mail a Notice of Dispute first.** If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to the manufacturer or installer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, mail it to Microsoft Corporation, ATTN: CELA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at <https://go.microsoft.com/fwlink/?LinkId=245499>. We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.
- c. Small claims court option.** Instead of mailing a Notice of Dispute, and if you meet the court's requirements, you may sue us in small claims court in your county of residence (or if a business your principal place of business) or our principal place of business—King County, Washington USA if your dispute is with Microsoft. We hope you'll mail a Notice of Dispute and give us 60 days to try to work it out, but you don't have to before going to small claims court.
- d. Arbitration procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the software for personal or household use, or if the value of the dispute is \$75,000 USD or less whether or not you are an individual or how you use the software, its Consumer Arbitration Rules). For more information, see <https://aka.ms/adr> or call 1-800-778-7879. To start an arbitration, submit the form available at <https://aka.ms/arbitration> to the AAA; mail a copy to the manufacturer or installer (or to Microsoft if your dispute is with Microsoft). In a dispute involving \$25,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (or if a business, your principal place of business) or our principal place of business—King County, Washington if your dispute is with Microsoft. You choose. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim.
- e. Arbitration fees and payments.**

  - (i) **Disputes involving \$75,000 USD or less.** The manufacturer or installer (or Microsoft if your dispute is with Microsoft) will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, the manufacturer or installer (or Microsoft if your dispute is with Microsoft) will: (1) pay the greater of the award or \$1,000 USD; (2) pay your reasonable attorney's fees, if any; and (3) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amounts unless you and we agree on them.
  - (ii) **Disputes involving more than \$75,000 USD.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
  - (iii) **Disputes involving any amount.** If you start an arbitration, we won't seek our AAA or arbitrator's fees and expenses, or your filing fees we reimbursed, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. If we start an arbitration we will pay all filing, AAA, and arbitrator's fees and expenses. We won't seek our attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.
- f. Must file within one year.** You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes — see Section 8.a.) within one year from when it first could be filed. Otherwise, it's permanently barred.

ASC Technologies AG, Seibelstraße 2 - 4, D-63768 Hösbach, Germany  
Phone: +49 6021 5001-0, Fax: +49 6021 5001-310, E-mail: [info@asc.de](mailto:info@asc.de)

Public

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



- g. Severability.** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of Section 8 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 8 still applies.
  - h. Conflict with AAA rules.** This agreement governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.
  - i. Microsoft as party or third-party beneficiary.** If Microsoft is the device manufacturer or if you acquired the software from a retailer, Microsoft is a party to this agreement. Otherwise, Microsoft is not a party but is a third-party beneficiary of your agreement with the manufacturer or installer to resolve disputes through informal negotiation and arbitration.
- 9. Governing Law.** The laws of the state or country where you live (or, if a business, where your principal place of business is located) govern all claims and disputes concerning the software, its price, or this agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles. In the United States, the FAA governs all provisions relating to arbitration.
- 10. Consumer Rights, Regional Variations.** This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

- a. Australia.** References to "Limited Warranty" are references to the express warranty provided by Microsoft or the manufacturer or installer. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.

In this subsection, "goods" refers to the software for which Microsoft or the manufacturer or installer provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

- b. Canada.** You may stop receiving updates on your device by turning off Internet access. If and when you re-connect to the Internet, the software will resume checking for and installing updates.
- c. Germany and Austria.**

  - (i) Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, the manufacturer or installer, and Microsoft, give no contractual guarantee in relation to the licensed software.
  - (ii) Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, the manufacturer or installer, or Microsoft is liable according to the statutory law.

Subject to the preceding sentence, the manufacturer or installer, or Microsoft will only be liable for slight negligence if the manufacturer or installer or Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which

ASC Technologies AG, Seibelstraße 2 - 4, D-63768 Hösbach, Germany  
Phone: +49 6021 5001-0, Fax: +49 6021 5001-310, E-mail: [info@asc.de](mailto:info@asc.de)

Public

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, the manufacturer or installer or Microsoft will not be liable for slight negligence.

- d. **Other regions.** See <https://go.microsoft.com/fwlink/?LinkId=534978> for a current list of regional variations

### 11. Additional Notices.

- a. **Networks, data and Internet usage.** Some features of the software and services accessed through the software may require your device to access the Internet. Your access and usage (including charges) may be subject to the terms of your cellular or internet provider agreement. Certain features of the software may help you access the Internet more efficiently, but the software's usage calculations may be different from your service provider's measurements. You are always responsible for (i) understanding and complying with the terms of your own plans and agreements, and (ii) any issues arising from using or accessing networks, including public/open networks. You may use the software to connect to networks, and to share access information about those networks, only if you have permission to do so.

- b. **H.264/AVC and MPEG-4 visual standards and VC-1 video standards.** The software may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, AND THE MPEG-4 PART 2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, AND MPEG-4 PART 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [WWW.MPEGLA.COM](http://WWW.MPEGLA.COM)

- c. **Malware protection.** Microsoft cares about protecting your device from malware. The software will turn on malware protection if other protection is not installed or has expired. To do so, other antimalware software will be disabled or may have to be removed.

- 12. **Entire Agreement.** This agreement (together with the printed paper license terms or other terms accompanying any software supplements, updates, and services that are provided by the manufacturer or installer, or Microsoft, and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, and services (unless the manufacturer or installer, or Microsoft, provides other terms with such supplements, updates, or services). You can review this agreement after your software is running by going to <https://aka.ms/useterms> or going to Settings - System - About within the software. You can also review the terms at any of the links in this agreement by typing the URLs into a browser address bar, and you agree to do so. You agree that you will read the terms before using the software or services, including any linked terms. You understand that by using the software and services, you ratify this agreement and the linked terms. There are also informational links in this agreement. The links containing notices and binding terms are:

- Windows Privacy Statement <https://aka.ms/privacy>
- Microsoft Services Agreement <https://aka.ms/msa>

\*\*\*\*\*

ASC Technologies AG, Seibelstraße 2 - 4, D-63768 Hösbach, Germany  
Phone: +49 6021 5001-0, Fax: +49 6021 5001-310, E-mail: [info@asc.de](mailto:info@asc.de)

Public

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



### NO WARRANTY

THE SOFTWARE ON YOUR DEVICE (INCLUDING THE APPS) IS LICENSED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY YOUR LOCAL LAWS, YOU BEAR THE ENTIRE RISK AS TO THE SOFTWARE'S QUALITY AND PERFORMANCE. SHOULD IT PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL SERVICING OR REPAIR. NEITHER THE DEVICE MANUFACTURER NOR MICROSOFT GIVES ANY EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS FOR THE SOFTWARE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, THE MANUFACTURER AND MICROSOFT EXCLUDE ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS THAT THESE TERMS CANNOT CHANGE.

IF YOUR LOCAL LAWS IMPOSE A WARRANTY, GUARANTEE, OR CONDITION EVEN THOUGH THIS AGREEMENT DOES NOT, ITS TERM IS LIMITED TO 90 DAYS FROM WHEN THE FIRST USER ACQUIRES THE SOFTWARE. IF THE MANUFACTURER OR MICROSOFT BREACHES SUCH A WARRANTY, GUARANTEE, OR CONDITION, YOUR SOLE REMEDY, AT THE MANUFACTURER'S OR MICROSOFT'S ELECTION, IS (I) REPAIR OR REPLACEMENT OF THE SOFTWARE AT NO CHARGE, OR (II) RETURN OF THE SOFTWARE (OR AT ITS ELECTION THE DEVICE ON WHICH THE SOFTWARE WAS INSTALLED) FOR A REFUND OF THE AMOUNT PAID, IF ANY. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF A WARRANTY, GUARANTEE, OR CONDITION YOUR LOCAL LAWS IMPOSE.

TO THE EXTENT NOT PROHIBITED BY YOUR LOCAL LAWS, IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES, YOU CAN RECOVER FROM THE MANUFACTURER OR MICROSOFT ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE (OR UP TO \$50 USD IF YOU ACQUIRED THE SOFTWARE FOR NO CHARGE). YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES OR REMEDY, INCLUDING LOST PROFITS AND DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, UNDER ANY PART OF THIS AGREEMENT OR UNDER ANY THEORY. THIS LIMITATION APPLIES TO (I) ANYTHING RELATED TO THIS AGREEMENT, THE SOFTWARE (INCLUDING THE APPS), THE DEVICE, SERVICES, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE DATA, CONTENT (INCLUDING CODE) ON THIRD PARTY INTERNET SITES OR THIRD PARTY PROGRAMS, AND (II) CLAIMS FOR BREACH OF CONTRACT, WARRANTY, GUARANTEE, OR CONDITION; STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT; VIOLATION OF A STATUTE OR REGULATION; UNJUST ENRICHMENT; OR UNDER ANY OTHER THEORY.

THE DAMAGE EXCLUSIONS AND REMEDY LIMITATIONS IN THIS AGREEMENT APPLY EVEN IF YOU HAVE NO REMEDY (THE SOFTWARE IS LICENSED "AS IS"), IF REPAIR, REPLACEMENT, OR A REFUND (IF REQUIRED BY YOUR LOCAL LAW) DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES, IF THE MANUFACTURER OR MICROSOFT KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES, OR IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Check with your device manufacturer to determine if your device is covered by a warranty.

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



### **APPENDIX M**

URL: <https://javaee.github.io/metro-jax-ws/>

Version: 2.3.5

License Type: CDDL 1.1

### **JAX WS Java API for XML Web Services Software License Agreement**

COMMON DEVELOPMENT AND DISTRIBUTION LICENSE (CDDL) Version 1.1

#### 1. Definitions.

- 1.1. "Contributor" means each individual or entity that creates or contributes to the creation of Modifications.
- 1.2. "Contributor Version" means the combination of the Original Software, prior Modifications used by a Contributor (if any), and the Modifications made by that particular Contributor.
- 1.3. "Covered Software" means (a) the Original Software, or (b) Modifications, or (c) the combination of files containing Original Software with files containing Modifications, in each case including portions thereof.
- 1.4. "Executable" means the Covered Software in any form other than Source Code.
- 1.5. "Initial Developer" means the individual or entity that first makes Original Software available under this License.
- 1.6. "Larger Work" means a work which combines Covered Software or portions thereof with code not governed by the terms of this License.
- 1.7. "License" means this document.
- 1.8. "Licensable" means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.
- 1.9. "Modifications" means the Source Code and Executable form of any of the following:
  - A. Any file that results from an addition to, deletion from or modification of the contents of a file containing Original Software or previous Modifications;
  - B. Any new file that contains any part of the Original Software or previous Modification; or
  - C. Any new file that is contributed or otherwise made available under the terms of this License.
- 1.10. "Original Software" means the Source Code and Executable form of computer software code that is originally released under this License.
- 1.11. "Patent Claims" means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.
- 1.12. "Source Code" means (a) the common form of computer software code in which modifications are made and (b) associated documentation included in or with such code.
- 1.13. "You" (or "Your") means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.

#### 2. License Grants.

##### 2.1. The Initial Developer Grant.

Conditioned upon Your compliance with Section 3.1 below and subject to third party intellectual property claims, the Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license:

(a) under intellectual property rights (other than patent or trademark) Licensable by Initial Developer, to use, reproduce, modify, display, perform, sublicense and distribute the Original Software (or portions thereof), with or without Modifications, and/or as part of a Larger Work; and

(b) under Patent Claims infringed by the making, using or selling of Original Software, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Software (or portions thereof).

(c) The licenses granted in Sections 2.1(a) and (b) are effective on the date Initial Developer first distributes or otherwise makes the Original Software available to a third party under the terms of this License.

(d) Notwithstanding Section 2.1(b) above, no patent license is granted: (1) for code that You delete from the Original Software, or (2) for infringements caused by: (i) the modification of the Original Software, or (ii) the combination of the Original Software with other software or devices.

ASC Technologies AG, Seibelstraße 2 - 4, D-63768 Hösbach, Germany  
Phone: +49 6021 5001-0, Fax: +49 6021 5001-310, E-mail: [info@asc.de](mailto:info@asc.de)

Public

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



### 2.2. Contributor Grant.

Conditioned upon Your compliance with Section 3.1 below and subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license:

(a) under intellectual property rights (other than patent or trademark) Licensable by Contributor to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof), either on an unmodified basis, with other Modifications, as Covered Software and/or as part of a Larger Work; and

(b) under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: (1) Modifications made by that Contributor (or portions thereof); and (2) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).

(c) The licenses granted in Sections 2.2(a) and 2.2(b) are effective on the date Contributor first distributes or otherwise makes the Modifications available to a third party.

(d) Notwithstanding Section 2.2(b) above, no patent license is granted: (1) for any code that Contributor has deleted from the Contributor Version; (2) for infringements caused by: (i) third party modifications of Contributor Version, or (ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or (3) under Patent Claims infringed by Covered Software in the absence of Modifications made by that Contributor.

### 3. Distribution Obligations.

#### 3.1. Availability of Source Code.

Any Covered Software that You distribute or otherwise make available in Executable form must also be made available in Source Code form and that Source Code form must be distributed only under the terms of this License. You must include a copy of this License with every copy of the Source Code form of the Covered Software You distribute or otherwise make available. You must inform recipients of any such Covered Software in Executable form as to how they can obtain such Covered Software in Source Code form in a reasonable manner on or through a medium customarily used for software exchange.

#### 3.2. Modifications.

The Modifications that You create or to which You contribute are governed by the terms of this License. You represent that You believe Your Modifications are Your original creation(s) and/or You have sufficient rights to grant the rights conveyed by this License.

#### 3.3. Required Notices.

You must include a notice in each of Your Modifications that identifies You as the Contributor of the Modification. You may not remove or alter any copyright, patent or trademark notices contained within the Covered Software, or any notices of licensing or any descriptive text giving attribution to any Contributor or the Initial Developer.

#### 3.4. Application of Additional Terms.

You may not offer or impose any terms on any Covered Software in Source Code form that alters or restricts the applicable version of this License or the recipients' rights hereunder. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Software. However, you may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear that any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

#### 3.5. Distribution of Executable Versions.

You may distribute the Executable form of the Covered Software under the terms of this License or under the terms of a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable form does not attempt to limit or alter the recipient's rights in the Source Code form from the rights set forth in this License. If You distribute the Covered Software in Executable form under a different license, You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

#### 3.6. Larger Works.

You may create a Larger Work by combining Covered Software with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Software.

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



### 4. Versions of the License.

#### 4.1. New Versions.

Oracle is the initial license steward and may publish revised and/or new versions of this License from time to time. Each version will be given a distinguishing version number. Except as provided in Section 4.3, no one other than the license steward has the right to modify this License.

#### 4.2. Effect of New Versions.

You may always continue to use, distribute or otherwise make the Covered Software available under the terms of the version of the License under which You originally received the Covered Software. If the Initial Developer includes a notice in the Original Software prohibiting it from being distributed or otherwise made available under any subsequent version of the License, You must distribute and make the Covered Software available under the terms of the version of the License under which You originally received the Covered Software. Otherwise, You may also choose to use, distribute or otherwise make the Covered Software available under the terms of any subsequent version of the License published by the license steward.

#### 4.3. Modified Versions.

When You are an Initial Developer and You want to create a new license for Your Original Software, You may create and use a modified version of this License if You: (a) rename the license and remove any references to the name of the license steward (except to note that the license differs from this License); and (b) otherwise make it clear that the license contains terms which differ from this License.

### 5. DISCLAIMER OF WARRANTY.

COVERED SOFTWARE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED SOFTWARE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED SOFTWARE IS WITH YOU. SHOULD ANY COVERED SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

### 6. TERMINATION.

6.1. This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

6.2. If You assert a patent infringement claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You assert such claim is referred to as "Participant") alleging that the Participant Software (meaning the Contributor Version where the Participant is a Contributor or the Original Software where the Participant is the Initial Developer) directly or indirectly infringes any patent, then any and all rights granted directly or indirectly to You by such Participant, the Initial Developer (if the Initial Developer is not the Participant) and all Contributors under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively and automatically at the expiration of such 60 day notice period, unless if within such 60 day period You withdraw Your claim with respect to the Participant Software against such Participant either unilaterally or pursuant to a written agreement with Participant.

6.3. If You assert a patent infringement claim against Participant alleging that the Participant Software directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

6.4. In the event of termination under Sections 6.1 or 6.2 above, all end user licenses that have been validly granted by You or any distributor hereunder prior to termination (excluding licenses granted to You by any distributor) shall survive termination.

### 7. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL YOU, THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED SOFTWARE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

### 8. U.S. GOVERNMENT END USERS.

The Covered Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" (as that term is defined at 48 C.F.R. §252.227-7014(a)(1)) and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Software with only those rights set forth herein. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFAR, or other clause or provision that addresses Government rights in computer software under this License.

ASC Technologies AG, Seibelstraße 2 - 4, D-63768 Hösbach, Germany  
Phone: +49 6021 5001-0, Fax: +49 6021 5001-310, E-mail: [info@asc.de](mailto:info@asc.de)

Public

# ASC SOFTWARE LICENSE AGREEMENT

## Appendices for Third Party Software



### 9. MISCELLANEOUS.

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by the law of the jurisdiction specified in a notice contained within the Original Software (except to the extent applicable law, if any, provides otherwise), excluding such jurisdiction's conflict-of-law provisions. Any litigation relating to this License shall be subject to the jurisdiction of the courts located in the jurisdiction and venue specified in a notice contained within the Original Software, with the losing party responsible for costs, including, without limitation, court costs and reasonable attorneys' fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License. You agree that You alone are responsible for compliance with the United States export administration regulations (and the export control laws and regulation of any other countries) when You use, distribute or otherwise make available any Covered Software.

### 10. RESPONSIBILITY FOR CLAIMS.

As between Initial Developer and the Contributors, each party is responsible for claims and damages arising, directly or indirectly, out of its utilization of rights under this License and You agree to work with Initial Developer and Contributors to distribute such responsibility on an equitable basis. Nothing herein is intended or shall be deemed to constitute any admission of liability.

### NOTICE PURSUANT TO SECTION 9 OF THE COMMON DEVELOPMENT AND DISTRIBUTION LICENSE (CDDL)

The code released under the CDDL shall be governed by the laws of the State of California (excluding conflict-of-law provisions). Any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California and the state courts of the State of California, with venue lying in Santa Clara County, California.

# ASC SOFTWARE LICENSE AGREEMENT

Appendices for Third Party Software



## **APPENDIX N**

URL: <https://www.primefaces.org/>

Version: 13.0.16

License Type: MIT

### **PrimeFaces Software License Agreement**

URL: <https://www.primefaces.org/>

Version: 10.0.0

License Type: MIT

Copyright (c) 2009-2021 PrimeTek

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.