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Appendices for Third Party Software



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APPENDIX A

URL: <https://wwwantlr.org/>

Version: antlr4-runtime-4.9.1.jar

License Type: BSD 3

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

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

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APPENDIX D

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Version: curl-curl-8_10_0

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

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APPENDIX E

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

Version: openssl-OpenSSL_3.3.4

License Type: Apache 2.0

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APPENDIX F

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

Version: 17.6-1-x64

License Type: PostgreSQL

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APPENDIX G

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

Version: 42.7.3

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APPENDIX H

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URL: https://www.resiprocate.org/Main_Page

Version: 1.13.2

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APPENDIX I

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Version: slf4j-api-2.0.17.jar

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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

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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;
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(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.

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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.

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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.

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9. WARRANTY

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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.

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APPENDIX L

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- (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.

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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.**

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- 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.

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- 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.
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- 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.
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 - 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.**

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 - (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

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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:

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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

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APPENDIX N

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