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REVISED: May 2024

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Nothing in this Agreement will be construed to preclude either party from seeking provisional remedies, including temporary restraining orders and preliminary injunctions from any court of competent jurisdiction in order to protect its rights, including its rights pending arbitration, at any time. The parties agree that the arbitration provision in this Section may be enforced by injunction or other equitable order, and no bond or security of any kind will be required with respect to any such injunction or order.

Except for actions for non-payment or breach of Avaya's proprietary rights, actions on Disputes between the parties must be brought in accordance with this Section within 2 years after the cause of action arises.

The parties will cause their Affiliates to comply with the dispute resolution procedures described in this Section.

If any provision of this Agreement is determined to be unenforceable or invalid, this Agreement will not be rendered unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law. The failure to assert any rights under the Agreement, including, but not limited to, the right to terminate in the event of breach or default, will not be deemed to constitute a waiver of the right to enforce each and every provision of the Agreement in accordance with their terms. If Licensee moves any SDK, and as a result of such move, a jurisdiction imposes a duty, tax, levy or fee (including withholding taxes, fees, customs or other duties for the import and export of any such Software), then Licensee is solely liable for, and agree to pay, any such duty, taxes, levy or other fees.

NN. Agreement in English. The parties confirm that it is their wish that the Agreement, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.

OO. This Agreement, its exhibits, schedules and other agreements or documents referenced herein, constitute the full and complete understanding and agreement between the parties and supersede all contemporaneous and prior understandings, agreements and representations relating to the subject matter hereof. No modifications, alterations or amendments shall be effective unless in writing signed by both parties to this Agreement.

PP. Redistributable Code. The list of SDK client files that can be redistributed, if any, are in the SDK in a file called Redistributable.txt.



**Schedule 1 to Avaya SDK License Agreement
Third Party Notices**

1. **CODECS:** WITH RESPECT TO ANY CODECS IN THE SDK, YOU ACKNOWLEDGE AND AGREE YOU ARE RESPONSIBLE FOR ANY AND ALL RELATED FEES AND/OR ROYALTIES, IF ANY. IT IS YOUR RESPONSIBILITY TO CHECK.

THE H.264 (AVC) CODEC IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL USE OF A CONSUMER OR OTHER USES IN WHICH IT DOES NOT RECEIVE REMUNERATION TO: (I) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD ("AVC VIDEO") AND/OR (II) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION FOR THE H.264 (AVC) CODEC MAY BE OBTAINED FROM VIA LICENSING ALLIANCE, L.L.C. SEE [HTTP://WWW.VIA-LA.COM](http://www.via-la.com)



EXHIBIT A-Definitions

Defined terms are identified by capitalized letters and have the meaning given in this Exhibit or elsewhere in this Agreement. This Exhibit A is incorporated into and part of the Agreement.

- **“Affiliates”** means any entity that is directly or indirectly controlling, controlled by, or under common control with Avaya LLC. For purposes of this definition, “control” means the power to direct the management and policies of such party, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.
- **“Avaya Software Development Kit”** or **“SDK”** means Avaya technology, which may include Software, Client Libraries, Specification Documents, Software libraries, application programming interfaces (“API”), Software tools, Sample Application Code and Documentation.
- **“Client Libraries”** mean any enabler code specifically designated as such and included in a SDK. Client Libraries may also be referred to as “DLLs” and represent elements of the SDK required at runtime to communicate with Avaya products or other SDK elements.
- **“Change In Control”** shall be deemed to have occurred if any person, entity or group comes to own or control, directly or indirectly, beneficially or of record, voting securities (or any other form of controlling interest) which represent more than fifty percent (50%) of the total voting power of the Licensee.
- **“Commercial Third Party Licensed Software”** is software developed by a business with the purpose of making money from the use of that licensed software.
- **“Derivative Work(s)”** means any translation (including translation into other computer languages), port, compiling of Source Code into object code, combination with a pre-existing work, modification, correction, addition, extension, upgrade, improvement, compilation, abridgment or other form in which an existing work may be recast, transformed or adapted or which would otherwise constitute a derivative work under the United States Copyright Act. Permitted Modifications will be considered Derivative Works.
- **“Documentation”** includes programmer guides, CDs, manuals, materials, and information appropriate or necessary for use in connection with the SDK. Documentation may be provided in machine-readable, electronic or hard copy form.
- **“Freeware Licensed Software”** is software which is made available for use, free of charge and for an unlimited time, but is not Open Source Licensed Software.
- **“Intellectual Property”** means any and all: (i) rights associated with works of authorship throughout the world, including copyrights, neighboring rights, moral rights, and mask works, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, algorithms, designs and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- **“Open Source Software”** or **“OSS”** is as defined by the Open Source Initiative (“OSI”) <https://opensource.org/osd> and is software licensed under an OSI approved license as set forth at <https://opensource.org/licenses/alphabetical> (or such successor site as designated by OSI).
- **“Permitted Modification(s)”** means Licensee’s modifications of the Sample Application Code as needed to create applications, interfaces, workflows or processes for use with Avaya products.
- **“Specification Document”** means any notes or similar instructions in hard copy or machine readable form, including any technical, interface and/or interoperability specifications that define the requirements and conditions for connection to and/or interoperability with Avaya products, systems and solutions.
- **“Source Code”** means human readable or high-level statement version of software written in the source language used by programmers and includes one or more programs. Source Code programs may include one or more files, such as user interface markup language (.mxml), action script (.as), precompiled Flash code (.swc), java script (.js), hypertext markup language (.html), active server pages (.asp), C# or C# .Net source code (.cs), java source code (.java), java server pages (.jsp), java archives (.jar), graphic interchange format (.gif), cascading style sheet (.css),

audio files (.wav) and extensible markup language (.xml) files.

- **“Sample Application Code”** means Software provided for the purposes of demonstrating functionality of an Avaya product through the Avaya Software Development Kit.
- **“Software”** means data or information constituting one or more computer or apparatus programs, including Source Code or in machine-readable, compiled object code form.
- **“Third Party Licensed Software”** means collectively Open Source Software, Commercial Third Party Licensed Software and Freeware Licensed Software.