



Proactive Outreach Manager 3.1.2 SP1 with Avaya Workspaces for Elite Release Notes

Release 3.6-3.1.2
Issue 1
Aug 2019

THESE GLOBAL SOFTWARE LICENSE TERMS ("**SOFTWARE LICENSE TERMS**") GOVERN THE USE OF PROPRIETARY SOFTWARE AND THIRD-PARTY PROPRIETARY SOFTWARE LICENSED THROUGH AVAYA. READ THESE SOFTWARE LICENSE TERMS CAREFULLY, IN THEIR ENTIRETY, BEFORE INSTALLING, DOWNLOADING OR USING THE SOFTWARE (AS DEFINED IN SECTION A BELOW). BY INSTALLING, DOWNLOADING OR USING THE SOFTWARE, OR AUTHORIZING OTHERS TO DO SO, YOU, ON BEHALF OF YOURSELF AND THE ENTITY FOR WHOM YOU ARE DOING SO (HEREINAFTER REFERRED TO INTERCHANGEABLY AS "**YOU**," "**YOUR**," AND "**END USER**"), AGREE TO THESE SOFTWARE LICENSE TERMS AND CONDITIONS AND CREATE A BINDING CONTRACT BETWEEN YOU AND AVAYA INC. OR THE APPLICABLE AVAYA AFFILIATE ("**AVAYA**"). IF YOU ARE ACCEPTING THESE SOFTWARE LICENSE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE SOFTWARE LICENSE TERMS. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT WISH TO BE BOUND BY THESE SOFTWARE LICENSE TERMS, SELECT THE "DECLINE" BUTTON AT THE END OF THESE SOFTWARE LICENSE TERMS OR THE EQUIVALENT OPTION.

A. Definitions

- (i) "**Affiliate**" means any entity that is directly or indirectly controlling, controlled by, or under common control with Avaya Inc. or End User. 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.
- (ii) "**Documentation**" means information published in varying mediums which may include product information, operating instructions and performance specifications that are generally made available to users of products. Documentation does not include marketing materials.
- (iii) "**Software**" means computer programs in object code, provided by Avaya or an Avaya Channel Partner, whether as stand-alone products or pre-installed on hardware products, and any upgrades, updates, patches, bug fixes, or modified versions thereto.

B. Scope. These Software License Terms are applicable to anyone who installs, downloads, and/or uses Software and/or Documentation, obtained from Avaya or an Avaya reseller, distributor, direct partner, system integrator, service provider or other partner authorized to provide Software to End Users in the applicable territory (collectively "**Avaya Channel Partner**"). Some or all of the Software may be remotely hosted or accessible to You through the Internet. You are not authorized to use the Software if the Software was obtained from anyone other than Avaya or an Avaya Channel Partner.

These Software License Terms govern Your use of the Software and/or Documentation except to the extent: (i) You are obtaining the Software directly from Avaya and You have a separate, written agreement with Avaya governing Your use of the Software, signed

within three (3) years of the purchase of the applicable Software license, (ii) You are obtaining the Software from an Avaya Channel Partner and You have a separate, written agreement with Avaya governing Your use of Software obtained from that Avaya Channel Partner, signed within three (3) years of the purchase of the applicable Software license, (iii) the Software is accompanied by a Shrinkwrap License, or (iv) the Software is governed by Third Party Terms. If You have a separate signed purchase agreement with Avaya, as set forth in (i) or (ii) above, such agreement shall take precedence over these Software License Terms to the extent of any conflict. With respect to third party elements subject to a Shrinkwrap License or other Third Party Terms, the Shrinkwrap License or other Third Party Terms shall take precedence over any signed agreement with Avaya and these Software License Terms to the extent of any conflict.

C. License Grant. Avaya grants You a non-sublicensable, non-exclusive, non-transferable license to use Software and associated Documentation obtained from Avaya or an Avaya Channel Partner, and for which applicable fees have been paid, for Your internal business purposes at the indicated capacity and features and within the scope of the applicable license types described below and at locations where the Software is initially installed. Licenses provided under these Software License Terms are for a perpetual duration, unless (i) otherwise specified in the order or (ii) the license is provided as part of a service or subscription, in which case the license grant will be limited to the duration specified on the order or in the service or subscription Documentation. Documentation shall be used only in support of the authorized use of the associated Software. Software installed on mobile-devices and clients, such as a laptop or mobile phone, may be used outside of the country where the Software was originally installed, provided that such use is on a temporary basis only.

- (i) **Right to Move License Entitlements.** Notwithstanding the foregoing limitation permitting use of the Software only at the location where it is initially installed, You may move eligible right to use license entitlements ("**RTU**") for certain specified Software from one location to another in accordance with Avaya's then-current software license portability policy ("**License Portability Policy**"), which License Portability Policy is available upon request, subject to the conditions set forth in this Section C (i):
 - (a) You shall provide written notice within ten (10) days to Avaya of any RTU moves including but not limited to, the number and type of licenses moved, the location of the original Server and the location of the new Server, the date of such RTU moves and any other information that Avaya may reasonably request;
 - (b) You may only move RTU's to and from Designated Processors or Servers supporting the same Software application;
 - (c) You must reduce the quantity of the licenses on the original Server by the number of RTU's being moved to the new Server;
 - (d) You acknowledge that: (1) You may be charged additional fees when moving RTU's as per Avaya's then-current License Portability Policy, (2) maintenance services do not cover system errors caused by moves not performed by Avaya, (3) You are responsible for any programming, administration, design assurance, translation or other activity to make sure the Software will scale and perform as specified as a result of any license moves, and if any such transfer results in a

requirement for Avaya system engineering or requires the use of on-site Avaya personnel, You will be charged the Time and Materials fees for such activity;

- (e) If Your maintenance coverage differs on licenses on the same product instance at the location of the new Server, service updates, recasts and/or fees may apply and any fee adjustments for differences in coverage will only be made on a going forward basis as of the date Avaya receives notice of the RTU move; and
- (f) You may move RTU's from one Affiliate to another Affiliate provided that You comply with all of the conditions of this Section, including, without limitation, providing the name and address of the new Affiliate in Your written notice under subpart (a) above, and provided such new Affiliate agrees to be bound by these Software License Terms.
- (ii) **Non-Production License Grant.** With respect to Software distributed by Avaya to You for non-production purposes, the scope of the license granted herein shall be to use the Software in a non-production environment solely for testing or other non-commercial purposes on a single computer or as otherwise designated by Avaya.

D. All Rights Reserved. Avaya or its licensors retain title to and ownership of the Software, Documentation, and any modifications or copies thereof. Except for the limited license rights expressly granted in these Software License Terms, Avaya or its licensors reserve all rights, including without limitation copyright, patent, trade secret, and all other intellectual property rights, in and to the Software and Documentation and any modifications or copies thereof. The Software contains trade secrets of Avaya, its suppliers, or licensors, including but not limited to the specific design, structure and logic of individual Software programs, their interactions with other portions of the Software, both internal and external, and the programming techniques employed.

E. Disclaimer. Any software security feature is not a guaranty against malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third parties to create security exposures. Compromised passwords represent a major security risk. Avaya encourages You to create strong passwords using three different character types, change Your password regularly and refrain from using the same password regularly. You must treat such information as confidential. You agree to notify Avaya immediately upon becoming aware of any unauthorized use or breach of Your user name, password, account, or subscription. You are responsible for ensuring that Your networks and systems are adequately secured against unauthorized intrusion or attack and regularly back up of Your data and files in accordance with good computing practices.

F. General License Restrictions. To the extent permissible under applicable law, You agree not to: (i) decompile, disassemble, reverse engineer, reverse translate or in any other manner decode the Software; (ii) alter, modify or create any derivative works or enhancements, adaptations, or translations of the Software or Documentation; (iii) sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the Software or Documentation except as expressly authorized by Avaya in writing, and any attempt to do so is void; (iv) distribute, disclose or allow use of the Software or Documentation, in any format, through any timesharing service, service bureau, network or by any other similar means, such as hosting or cloud, except as expressly authorized by Avaya in writing; (v) allow any service

provider or other third party, with the exception of Avaya's authorized maintenance providers who are acting solely on behalf of and for the benefit of End User, to use or execute any software commands that facilitate the maintenance or repair of any product; (vi) gain access to or the use of any Software or part thereof without authorization from Avaya; (vii) enable or activate, or cause, permit or allow others to enable or activate any logins reserved for use by Avaya or Avaya's authorized maintenance providers; (viii) publish the results of any tests run on the Software; (ix) disclose, provide, or otherwise make available to any third party any trade secrets contained in the Software or Documentation; (x) use the Software in a virtualized environment except as expressly authorized by these Software License Terms, or (xi) permit or encourage any third party to do any of the foregoing.

End User agrees not to allow anyone other than its authorized employees, agents or representatives who have a need to use the Software or Documentation to have access to the Software or Documentation. End User agrees to inform any third party to whom You give access to the Software or Documentation of these Software License Terms and shall obligate such third party to comply with such terms and provisions. End User shall be responsible for End User and any authorized third party's failure to comply with these Software License Terms and shall indemnify Avaya for any damages, loss, expenses or costs, including attorneys' fees and costs of suit, incurred by Avaya as a result of non-compliance with this Section.

Additional License Restrictions Applicable to the EU. Notwithstanding the limitations in Sections C and F, solely to the extent an End User's resale rights cannot be precluded or restricted by mandatory applicable law, End Users located in a member state of the European Union may resell licenses subject to the following conditions:

- (i) Prior to resale of a license, End User will promptly, but not less than 30 days prior to a resale, notify Avaya in writing of its intention to resell a license.
- (ii) Unless expressly agreed otherwise in writing, End User will not be permitted to resell less than its entire license to a buyer.
- (iii) End User will resell the Software subject to these Software License Terms and shall ensure that the buyer is bound by these Software License Terms.
- (iv) Upon resale of a license, End User shall immediately and permanently cease all use of and destroy all copies of the Software and any related materials in End User's possession or control and, upon Avaya's request, certify such destruction in writing. Avaya may audit End User's compliance with the foregoing in accordance with Section K below.
- (v) End User will keep appropriate records of all license resale including, but not limited to, the name and location of the buyer and the number and types of licenses resold.
- (vi) End User acknowledges that: (a) resale of a license is subject to any relevant Third Party Terms; (b) maintenance services do not cover system errors caused by license resale not performed by Avaya; (c) Avaya is not responsible for any programming, administration, design assurance, translation or other activity to make sure the Software will scale and perform as specified as a result of any license resale, and if any such resale results in a requirement for Avaya system engineering or requires the use of on-site Avaya personnel, End User will be charged the then applicable

Avaya time and materials rates for such activity; (d) any resale of a maintenance services agreement between Avaya and the original licensee is subject to Avaya's prior written approval. Avaya reserves the right to withhold such approval and/or offer the new licensee a maintenance services agreement subject to different terms and conditions; and (e) if not expressly agreed by Avaya in writing otherwise, the resale of licenses does not entitle the End User to cancel or partially cancel a maintenance services agreement during the agreed term.

If the Software is rightfully located in a member state of the European Union and End User needs information about the Software in order to achieve interoperability of an independently created software program with the Software, End User will first request such information from Avaya. Avaya may charge End User a reasonable fee for the provision of such information. End User agrees to protect such information in accordance with Section Q below, and shall use such information only in accordance with the terms and conditions under which Avaya provides such information. To the extent that the End User is expressly permitted by applicable mandatory law to undertake any activities related to achieving interoperability of an independently created software program with the Software, End User will not exercise those rights until End User has given Avaya twenty (20) days written notice of its intent to exercise any such rights.

G. Proprietary Rights Notices. You agree to retain, in the same form and location, all proprietary legends and/or logos of Avaya and/or Avaya's suppliers on any permitted copies of the Software or Documentation.

H. Backup Copies. End User may create a reasonable number of archival and backup copies of the Software and the Documentation.

I. Upgrades. End User's right to use any upgrades to the Software shall be conditioned upon End User having a valid license to use the original Software and paying the applicable license fee to Avaya or an Avaya Channel Partner for such upgrade.

J. Warranty. Avaya's Global Product Warranty Policy for End Users, which details a limited warranty for Software and Software media and the applicable procedures, exclusions, and disclaimers, is available through the following website: <http://support.avaya.com> (or such successor site as designated by Avaya). NEITHER AVAYA NOR ITS SUPPLIERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, THAT SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR SOFTWARE WILL RENDER AN END USER'S NETWORK OR PARTICULAR NETWORK ELEMENTS SAFE FROM INTRUSIONS AND OTHER SECURITY BREACHES. Please note that if You are acquiring the Software from an Avaya Channel Partner outside the United States of America or Canada, any warranty is provided to You by said Avaya Channel Partner and not by Avaya.

K. Compliance. Avaya and the Avaya Channel Partner who provided the Software have the right to inspect and/or audit (i) by remote polling or other reasonable electronic means at any time and (ii) in person during normal business hours and with reasonable notice End User's books, records, and accounts, to determine End User's compliance with these Software License Terms, including but not limited to usage levels. In the event such inspection or audit uncovers non-compliance with these Software License Terms, then without prejudice to Avaya's termination rights hereunder, End User shall promptly pay Avaya any

applicable license fees. End User agrees to keep a current record of the location of the Software.

L. Termination of License; Effect of Termination/ Expiration. If You breach these Software License Terms and if within ten (10) business days of Avaya's written request to cure, You have not cured all breaches of license limitations or restrictions, Avaya may, with immediate effect, terminate the licenses granted in these Software License Terms without prejudice to any available rights and remedies Avaya may have at law or in equity. Upon termination or expiration of the license for any reason, You must immediately destroy all copies of the Software and any related materials in Your possession or control and, upon Avaya's request, certify such destruction in writing. The provisions concerning confidentiality, the protection of trade secrets and proprietary rights, license restrictions, export control, and all limitations of liability and disclaimers and restrictions of warranty (as well as any other terms which, by their nature, are intended to survive termination) will survive any termination or expiration of the Software License Terms.

M. License Types. Avaya grants You a license within the scope of the license types described below, with the exception of Heritage Nortel Software, for which the scope of the license is detailed in Section N below. Where the order documentation does not expressly identify a license type, the applicable license will be a Designated System License as set forth below in Section M(i)1 or 2 as applicable. The applicable number of licenses and units of capacity for which the license is granted will be one (1), unless a different number of licenses or units of capacity is specified in the documentation or other materials available to You. **"Designated Processor"** means a single stand-alone computing device, such as, a CPU core or digital signal processing (DSP) core dedicated to the execution of the Software. **"Server"** means a set of Designated Processors that hosts (physically or virtually) a software application to be accessed by multiple users. **"Instance"** means a single copy of the Software executing at a particular time: (i) on one physical machine; or (ii) on one deployed software virtual machine or similar deployment. **"Cluster"** means a group of Servers and other resources that act as a single system.

(i) Designated System(s) License (DS). End User may install and use each copy or an Instance of the Software only: 1) on a number of Designated Processors up to the number indicated in the order; or 2) up to the number of Instances of the Software as indicated in the order, Documentation, or as authorized by Avaya in writing. Avaya may require the Designated Processor(s) to be identified in the order by type, serial number, feature key, Instance, location or other specific designation, or to be provided by End User to Avaya through electronic means established by Avaya specifically for this purpose.

(ii) Concurrent User License (CU). End User may install and use the Software on multiple Designated Processors or one or more Servers, so long as only the licensed number of Units are accessing and using the Software at any given time. A **"Unit"** means the unit on which Avaya, at its sole discretion, bases the pricing of its licenses and can be, without limitation, an agent, port or user, an e-mail or voice mail account in the name of a person or corporate function (e.g., webmaster or helpdesk), or a directory entry in the administrative database utilized by the Software that permits one user to interface with the Software. Units may be linked to a specific, identified Server or an Instance of the Software.

(iii) Cluster License (CL). End User may install and use each copy or an Instance of the Software only up to the number of Clusters as indicated on the order with a default of one (1) Cluster if not stated.

(iv) Enterprise License (EN). End User may install and use each copy or an Instance of the Software only for enterprise-wide use of an unlimited number of Instances of the Software as indicated on the order or as authorized by Avaya in writing.

(v) Named User License (NU). You may: (i) install and use each copy or Instance of the Software on a single Designated Processor or Server per authorized Named User (defined below); or (ii) install and use each copy or Instance of the Software on a Server so long as only authorized Named Users access and use the Software. "Named User," means a user or device that has been expressly authorized by Avaya to access and use the Software. At Avaya's sole discretion, a "Named User" may be, without limitation, designated by name, corporate function (e.g., webmaster or helpdesk), an e-mail or voice mail account in the name of a person or corporate function, or a directory entry in the administrative database utilized by the Software that permits one user to interface with the Software.

(vi) Shrinkwrap License (SR). You may install and use the Software in accordance with the terms and conditions of the applicable license agreements, such as "shrinkwrap" or "clickthrough" license accompanying or applicable to the Software ("Shrinkwrap License").

N. Heritage Nortel Software. "Heritage Nortel Software" means the Software that was acquired by Avaya as part of its purchase of the Nortel Enterprise Solutions Business in December 2009. The Heritage Nortel Software is the Software contained within the list of Heritage Nortel Products located at <http://support.avaya.com/LicenseInfo> under the link "Heritage Nortel Products" (or such successor site as designated by Avaya). For Heritage Nortel Software, Avaya grants You a license to use Heritage Nortel Software provided hereunder solely to the extent of the authorized activation or authorized usage level, solely for the purpose specified in the Documentation, and solely as embedded in, for execution on, or for communication with Avaya equipment. Charges for Heritage Nortel Software may be based on extent of activation or use authorized as specified in an order or invoice.

O. Third Party Components. You acknowledge certain software programs or portions thereof included in the Software may contain software (including open source software) distributed under third party agreements ("Third Party Components"), which contain terms regarding the rights to use certain portions of the Software ("Third Party Terms"). As required, information regarding distributed Linux OS source code (for those Products that have distributed Linux OS source code) and identifying the copyright holders of the Third Party Components and the Third Party Terms that apply is available in the Products, Documentation or on Avaya's website at: <http://support.avaya.com/Copyright> (or such successor site as designated by Avaya). The open source software license terms provided as Third Party Terms are consistent with the license rights granted in these Software License Terms, and may contain additional rights benefiting You, such as modification and distribution of the open source software. The Third Party Terms shall take precedence over these Software License Terms, solely with respect to the applicable Third Party Components, to the extent that these Software License Terms impose greater restrictions on You than the applicable Third Party Terms.

P. Limitation of Liability. EXCEPT FOR PERSONAL INJURY CLAIMS OR WILLFUL MISCONDUCT, AND TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER AVAYA, AVAYA AFFILIATES, THEIR LICENSORS OR SUPPLIERS, NOR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES,

OR AGENTS SHALL BE LIABLE FOR (i) ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, (ii) ANY LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, OR COST OF COVER, SUBSTITUTE GOODS OR PERFORMANCE, OR (iii) ANY DIRECT DAMAGES ARISING UNDER THESE SOFTWARE LICENSE TERMS IN EXCESS OF THE FEES PAID FOR THE SOFTWARE GIVING RISE TO THE CLAIM IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. REGARDLESS OF WHETHER YOU WERE ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF AND REGARDLESS OF WHETHER THE LIMITED REMEDIES FAIL THEIR ESSENTIAL PURPOSE, THESE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE.

Q. Protection of Software and Documentation. End User acknowledges that the Software and Documentation are confidential information of Avaya and its suppliers and contain trade secrets of Avaya and its suppliers. End User agrees at all times to protect and preserve in strict confidence the Software and Documentation using no less than the level of care End User uses to protect its own information of a confidential nature and to implement reasonable security measures to protect the trade secrets of Avaya and its suppliers.

R. Privacy. When downloading or using the Software, Avaya might process certain data about You, Your network and Your device (e.g., email address, phone - extension number, device IDs, IP addresses, location, etc.). Avaya will keep Your data confidential and will only use Your data to the extent necessary to execute these Software License Terms and to ensure compliance with these Software License Terms. In case such data identifies or may be used to identify an individual ("Personal Data"), this Personal Data will generally not leave the Avaya group Affiliates and will only be transmitted to third parties if necessary for the above. Avaya will ensure in such case that all applicable data protection requirements are met, especially regarding international data transfers. For Avaya Affiliates this is achieved through the Avaya Binding Corporate Rules, which are published on the Avaya website mentioned below, for international transfers to other third parties this will be ensured through standard data protection clauses adopted by the EU-Commission or other appropriate safeguards. Your data will only be stored for the time necessary to achieve the above purpose or if statutory retention periods require longer storage times, for such longer time. Respective data subjects have the right to request access to and rectification or erasure of their Personal Data and can request restriction of processing of their Personal Data. They have the right to data portability, subject to the respective statutory requirements as well as the right to lodge a complaint with a competent supervisory authority. For more information on data subject rights or in case of any questions related to Avaya processing Personal Data, please refer to the Documentation and its Global Privacy Website available at <https://www.avaya.com/en/privacy/website/>

S. High Risk Activities. The Software is not fault-tolerant and is not designed, manufactured or intended for any use in any environment that requires fail-safe performance in which the failure of the Software could lead to death, personal injury or significant property damage ("High Risk Activities"). Such environments include, among others, control systems in a nuclear, chemical, biological or other hazardous facility, aircraft navigation and communications, air traffic control, and life support systems

in a healthcare facility. End User assumes the risks for its use of the Software in any such High Risk Activities.

T. Import/Export Control. End User is advised that the Software is of U.S. origin and subject to the U.S. Export Administration Regulations ("EAR"). The Software also may be subject to applicable local country import/export laws and regulations. Diversion contrary to U.S. and/or applicable local country law and/or regulation is prohibited. You agree not to directly or indirectly export, re-export, import, download, or transmit the Software to any country, end user or for any use that is contrary to applicable U.S. and/or local country regulation or statute (including but not limited to those countries embargoed by the U.S. government). You represent that any governmental agency has not issued sanctions against the End User or otherwise suspended, revoked or denied End User's import/export privileges. You agree not to use or transfer the Software for any use relating to nuclear, chemical or biological weapons, or missile technology, unless authorized by the U.S. and/or any applicable local government by regulation or specific written license. Additionally, You are advised that the Software may contain encryption algorithm or source code that may not be exported to government or military end users without a license issued by the U.S. BIS and any other country's governmental agencies, where applicable.

U. U.S. Government End Users. The Software is classified as "commercial computer software" and the Documentation is classified as "commercial computer software documentation" or "commercial items," pursuant to 48 CFR FAR 12.212 or DFAR 227.7202, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software or Documentation by the Government of the United States shall be governed solely by the terms of these Software License Terms and shall be prohibited except to the extent expressly permitted by these Software License Terms, and any use of the Software and/or Documentation by the Government constitutes agreement to such classifications and to these Software License Terms.

V. Acknowledgement. End User acknowledges that certain Software may contain programming that: (i) restricts, limits and/or disables access to certain features, functionality or capacity of such Software subject to the End User making payment for licenses to such features, functionality or capacity; or (ii) periodically deletes or archives data generated by use of the Software and stored on the applicable storage device if not backed up on an alternative storage medium after a certain period of time; or (iii) may rely on a third party analytics service to collect and generate aggregated user data which Avaya may use to improve product performance and its functionality. For Google Analytics, please refer to the following website for more information: <http://www.google.com/policies/privacy/partners/> (or such successor site as designated by Google). By accepting these Software License Terms and continued use of the Software, service, or subscription, You consent to the use of such an analytics service to analyze such data.

W. Miscellaneous. These Software License Terms and any dispute, claim or controversy arising out of or relating to these Software License Terms ("Dispute"), including without limitation those relating to the formation, interpretation, breach or termination of these Software License Terms, or any issue regarding whether a Dispute is subject to arbitration under these Software License Terms, will be governed by New York State laws, excluding conflict of law principles, and the United Nations Convention on Contracts for the International Sale of Goods.

Any Dispute shall be resolved in accordance with the following provisions. The disputing party shall give the other party written notice of the Dispute. The parties will attempt in good faith to

resolve each Dispute within thirty (30) days, or such other longer period as the parties may mutually agree, following the delivery of such notice, by negotiations between designated representatives of the parties who have dispute resolution authority. If a Dispute that arose anywhere other than in the United States or is based upon an alleged breach committed anywhere other than in the United States cannot be settled under these procedures and within these timeframes, it will be conclusively determined upon request of either party by a final and binding arbitration proceeding to be held in accordance with the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed by the parties or (failing agreement) by an arbitrator appointed by the President of the International Chamber of Commerce (from time to time), except that if the aggregate claims, cross claims and counterclaims by any one party against any or all other parties exceed One Million US Dollars at the time all claims, including cross claims and counterclaims are filed, the proceeding will be held in accordance with the Rules of Arbitration of the International Chamber of Commerce by a panel of three arbitrator(s) appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce. The arbitration will be conducted in the English language, at a location agreed by the parties or (failing agreement) ordered by the arbitrator(s). The arbitrator(s) will have authority only to award compensatory damages within the scope of the limitations of these Software License Terms and will not award punitive or exemplary damages. The arbitrator(s) will not have the authority to limit, expand or otherwise modify the terms of these Software License Terms. The ruling by the arbitrator(s) will be final and binding on the parties and may be entered in any court having jurisdiction over the parties or any of their assets. The parties will evenly split the cost of the arbitrator(s)' fees, but each party will bear its own attorneys' fees and other costs associated with the arbitration. The parties, their representatives, other participants and the arbitrator(s) will hold the existence, content and results of the arbitration in strict confidence to the fullest extent permitted by law. Any disclosure of the existence, content and results of the arbitration shall be as limited and narrowed as required to comply with the applicable law. By way of illustration, if the applicable law mandates the disclosure of the monetary amount of an arbitration award only, the underlying opinion or rationale for that award may not be disclosed.

If a Dispute by one party against the other that arose in the United States or is based upon an alleged breach committed in the United States cannot be settled under the procedures and within the timeframe set forth above, then either party may bring an action or proceeding solely in either the Supreme Court of the State of New York, New York County, or the United States District Court for the Southern District of New York. Except as otherwise stated above with regard to arbitration of Disputes that arise anywhere other than in the United States or are based upon an alleged breach committed anywhere other than in the United States, each party to these Software License Terms consents to the exclusive jurisdiction of those courts, including their appellate courts, for the purpose of all actions and proceedings.

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. Nothing in this Section will be construed to preclude either party from seeking provisional remedies, including but not limited to 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. In addition and notwithstanding the foregoing, Avaya shall be entitled to take any necessary legal action at any time, including without limitation seeking immediate injunctive relief from a court of competent jurisdiction, in order to protect Avaya's

intellectual property and its confidential or proprietary information (including but not limited to trade secrets).

If any provision of these Software License Terms is determined to be unenforceable or invalid, these Software License Terms 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 Software License Terms, 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 Software License Terms in accordance with their terms. If you move any Software, 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 you are solely liable for, and agree to pay, any such duty, taxes, levy or other fees.

X. Agreement in English. The parties confirm that it is their wish that these Software License Terms, 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.

Contents

| | |
|--|----|
| Document changes | 9 |
| Introduction | 9 |
| What's new | 9 |
| ➤ Callback Widget Enhancement | 9 |
| ➤ Localization support is available, Including Traditional Chinese | 9 |
| POM 3.1.2 with Avaya Workspaces for Elite | 9 |
| Installation | 10 |
| Product compatibility | 10 |
| File list – Proactive Outreach Manager 3.6.3.1.2 Widgets Software | 10 |
| Installing the release | 10 |
| Configurations | 11 |
| Fixes and Enhancements | 12 |
| Known issues and workarounds | 12 |
| Languages supported | 13 |
| Documentation errata | 13 |
| Contacting support | 13 |
| Contact Support Checklist | 13 |
| Contact Support Tasks | 13 |
| Appendix A | 14 |
| IE 11 Limitations | 14 |
| Safari 11 browser limitations | 14 |
| Appendix B | 15 |

Document changes

| Date | Description |
|-----------|-------------------------------------|
| Aug, 2019 | Release notes for 3.6.1-3.1.2.1.0-3 |

Introduction

This document provides late-breaking information to supplement Proactive Outreach Manager with Avaya Workspaces for Elite software and documentation. For updated documentation, product support notices, and service pack information, go to the Avaya Support site at <http://support.avaya.com>

What's new

The following are the new features and enhancements provided with Proactive Outreach Manager Release 3.1.2 SP1 with Workspaces for Elite.

- **Callback Widget Enhancement**
This feature allows user to configure external callback, callback expiry, callback-override warning and callback notes history. Additionally, configurable free form input for redial, consult, preview dial operation is provided. Callback and Agent notes history will be maintained if configured
- **Localization support is available, Including Traditional Chinese.**
- **Support for Workspace 3.6.1**

POM 3.1.2 with Avaya Workspaces for Elite

To get the details about the features and enhancements provided with POM 3.1.2 with Avaya Workspaces for Elite refer to the “Proactive Outreach Manager 3.1.2 with Avaya Workspaces for Elite Release Notes” guide: <https://downloads.avaya.com/css/P8/documents/101058597>

For detailed descriptions of the enhancements in this release see “Using Avaya Workspaces for Avaya Proactive Outreach Manager”

Installation

Product compatibility

For the latest and most accurate compatibility information go to <https://support.avaya.com/CompatibilityMatrix/Index.aspx>

File list – Proactive Outreach Manager 3.6.3.1.2 Widgets Software

| Filename | Modification time stamp | File size | Version number |
|----------------------------------|-------------------------|---------------|-------------------|
| POMWidgets-3.6.1-3.1.2.1.0-3.zip | Aug 09, 2019 1:55 PM | 9032402 bytes | 3.6.1-3.1.2.1.0-3 |

Installing the release

To install the POM widgets (File Name: **POMWidgets-3.6.1-3.1.2.1.0-3.zip**) refer to the “Avaya Proactive Outreach Manager Integration” guide for step by step instructions

Deploy the widgets on a webserver according to Workspace specifications. Please maintain the folder structure as present in the zip file.

Requirements for the web server

- The web server should be hosted on the same network as the Oceana Solution.
- The web server should have a network RTT of less than 120ms.
- The web server should be configured for CORS
- The web server should be configured with HTTPS

Download the widgets from the Download Location and deploy on the web Server. Please maintain the widget directory structure names as present in the zip file

The POM widget on-line help library is integrated with the connector widget. When you deploy the POM widgets on the web server, the on-line help library is also available on the system.

Minimum supported browser versions

- Google Chrome 62 to 71 (**Recommended**)
- Microsoft Internet Explorer 11 (Refer to Appendix A below)
- Apple Safari 11 and 12
- Microsoft Edge 41 to 44

Additional Requirement:

In POM 3.1.2, new Agent SDK microservice is added to manage Web desktop (workspace). This Service will be installed with POM 3.1.2 software installation. View the “Implementing Avaya Proactive Outreach Manager” and “Upgrading Proactive Outreach Manager” guide for further details.

NOTE:

The Agent SDK service **only supports** a secured web socket(https) connection in TLS 1.2 mode.

- Authorization certificate from all breeze node is required to be imported in POM trust store.
- POM agent SDK service runs on all POM server in Active-Active mode.
- New POM Agent web API service license is added in POM 3.1.2 and is validated when agent is acquired for the campaign.
- POM agent SDK service will not start if **Agent web API Service license** is not present.

Proactive Outreach Manager

| | |
|-------------------------|-------|
| EMAIL Channels: | 5,000 |
| External Selection: | 30 |
| Maximum Outbound Ports: | 100 |
| Predictive Agents: | 30 |
| Preview Agents: | 30 |
| SMS Channels: | 5,000 |
| Agent Web API Service: | 30 |

olicy.

Configurations

- After installing the widgets on the web server, Restart the web server
- Access the site for a warm startup of the web server on any client machine. Replace <widgetserver-baseURL> with the web server base URL FQDN/IP.
<https://<widgetserver-baseURL>/pom-connectorwidget/css/pom-connector.css>
- Verify if the client browser can access the widgets installed on the web server. Install the webserver CA certificate where workspaces would be run if the Certificate Authority is unknown to the client machine and the browser. See the browsers guide for installing the certificate. You can access this link to install the certificate.
<https://<widgetserver-baseURL>/pom-connectorwidget/css/pom-connector.css>
- Set the POMConnector Widget **only in** the Home Layout of POM-ELITE layout mode so that it is present for the complete login cycle. The other widgets which are optional must be in Custom layout.
- See “Avaya Proactive Outreach Manager Integration” guide for further details about each configuration parameter available for POM outbound widgets
- Configure POM details on SMGR as mentioned in “Avaya Proactive Outreach Manager Integration” guide
 - Avaya Breeze->Configuration->Attributes -> Service Clusters
 - Select cluster and service as “UCAStoreService”
- During configuration on ACM for the agent (under Avaya Oceana), select zone and organization for the agent. For further details see “Avaya Proactive Outreach Manager Integration” guide.
- Verify if the client browser can access the Agent SDK Web Service URL. You can access this link to install the certificate if the Certificate Authority is unknown to the client machine and the browser. Replace pomsdkservice with the FQDN/IP of the POM server. Perform the same steps for the secondary POM server if present.
<https://<pomsdkservice>:6443/health>. Import the POM Trusted certificate into the browsers trusted root certificates where the Workspaces client would be run.

Fixes and Enhancements

The following table is cumulative since the last major/minor release showing the most recent release first i.e. 3.1.2 SP1.

| SR# | ID | Summary | Release fixed in |
|-----|------------|---|------------------|
| | POMWSE-611 | Wrapup card timer restart again when agent did browser refresh | 3.1.2.1.0 |
| | POMWSE-665 | Go Not Ready Button is broken (Half round) on POM Connector Widget | 3.1.2.1.0 |
| | POMWSE-689 | Callback notes are displayed on the both Previous Callback notes and Agent notes. | 3.1.2.1.0 |
| | POMWSE-690 | ReasonCode Json in unicode format | 3.1.2.1.0 |
| | POMWSE-691 | POMWSE- There is no warning message displaying when modified Callback information | 3.1.2.1.0 |
| | POMWSE-702 | Redial capability to change from candial to originate | 3.1.2.1.0 |

Known issues and workarounds

NA

Languages supported

Avaya Workspaces 3.6.0.0 with POM Widgets is fully localized to support the following Languages - German, French, Italian, Korean, Japanese, Russian, Brazilian Portuguese, LA Spanish , Simplified Chinese and traditional Chinese.

Note:

The language change on Avaya workspaces for Elite must be done before the POM Auto login process starts. i.e. before pressing on the Start Work button in Elite Workspaces.

Documentation errata

All documentation guides will have “What’s new” section to list the high-level changes made in the specific document.

Contacting support

Contact Support Checklist

As a practice FINEST level logs against each item from following location are required for initial investigation at POM level:

- POM Logs
 - PIM_AgtSDKService.log
 - PIM_AgtSDKApi.log
 - PIM_AgtMgr.log
 - POM_NailerDriver.log
- MPP Logs
 - CCXML-SessionSlot
- Workspace
 - Browser logs
 - Agent Desktop logs
 - HAR file
- Browser details like version number, Plugins configured, Client Machine configuration

If you are having trouble with Proactive Outreach Manager you should:

1. Retry the action. Carefully follow the instructions in written or online documentation.
2. Check the documentation that came with your hardware for maintenance or hardware-related problems.
3. Note the sequence of events that led to the problem and the exact messages displayed. Have the Avaya documentation available.

If you continue to have a problem, contact Avaya Technical Support:

1. Log in to the Avaya Technical Support Web site <https://support.avaya.com>.
2. Contact Avaya Technical Support at one of the telephone numbers in the Support Directory listings on the Avaya support Web site.

Avaya Global Services Escalation Management provides the means to escalate urgent service issues. For more information, see the Escalation Contacts listings on the Avaya Web site.

Contact Support Tasks

You may be asked to email one or more files to Technical Support for analysis of your application and its environment.

Appendix A

IE 11 Limitations

We strongly recommend you use POM Elite Workspaces with Chrome browser as it is the most perform-ant. If you must use IE, then due to the inherent limitations of the browser, your Agents cannot get the same experience as Chrome Agents and must be more restricted. Here is a list of limitations:

- IE 11 is only supported Windows 10
- It is not supported to run Workspaces in IE 11 if you have Plugins, extensions installed on IE installed
- IE is not perform-ant enough to handle multiple Work cards,
- The Agent's PC should have the min hardware specification
 - Min 3.20 GHz or higher Intel Core processor
 - Min 8 GB of RAM
 - Intel HD Integrated Graphics
 - Super VGA monitor (15 inches or larger)
 - Minimum screen resolution of 1024 x 768
 - Min 300 GB available hard disk space
- As IE 11 browser leaks memory, IE Agents must log out and restart their IE browser regularly, otherwise their browser will become unresponsive after period of time. Length of time depends on hardware and amount of activity
- IE Agents must manually click to view the Workspaces Welcome widget, Screen-pop widgets. This is due to these widgets loading 3rd party websites set by the administrator, due to IE performance many modern 3rd party websites regularly cause IE 11 to freeze for long periods, which will affect Workspaces and Agent's ability to work. E.g. An Agent could miss an alerting Workcard as the 3rd party webpage is being loaded by IE and IE is frozen.
- IE Agents must manually click to activate Customer Journey widget. This is due to the complexity of the CJ widget which uses charts to visualize the data, so Customer Journeys with a large amount of data will affect the performance IE
- Agents should not have other IE tabs open at the same time as Workspaces as again due to IE performance it can freeze on other websites and effect Workspaces
- If 'Enable protected mode' option is checked in IE11 security settings, a browser will not have a reference to the opened screen pops. An opened screen pop will not close when an agent completes an interaction and the buttons to view and close an opened screen pop will not show.

Safari 11 browser limitations

The October 2017 update to Safari 11 has resulted in 2 issues when running Avaya Oceana Workspaces.

Issue 1 - If an Agent refreshes their browser window while in an active session in Workspaces, the browser window will go blank.

Issue 1 Workaround: The Agent must open developer tools in the browser, clear local settings, and close all browser instances before loading Workspaces again.

Issue 2 - Downloading Logs from Workspaces will not work.

Issue 2 Workaround: There is no workaround for this issue.

The root cause for both is the same it is an incompatibility with the HTML5 Indexed DB API. These issues are not found when running Avaya Oceana Workspaces on Safari 9.

Appendix B

Browser Refresh

- On browser refresh the Outbound Agent states and the Call state would be maintained.

Browser Close/Exit

- If the Browser is closed without gracefully exiting from Workspaces, the POM Agent would be logged out of the POM Server after the default of 10 seconds

Note: If the activity takes longer than 10 seconds than the POM server would logout the Agent. The default time of 10 seconds needs to be adjusted as different browsers take different amount of time for reloading the Workspace for Elite session. Edge and IE browsers take more time to reload a session.

It's advisable to increase the timeout interval on server side depending on the average time it takes for refresh on client side. The administrator can change *AgentLogoutDelayTime* value from pim_config table in the POM database.

This message needs to be checked in Browser console to measure the time it will take for the refresh to take place.

Time Difference 8652 timeout 15000