Custom Reporting

Installation, Configuration, and Integration Guide

QMS 9.4

This document is for the contact center system administrator who installs, configures, and integrates Custom Reporting with Enghouse Interactive Quality Management Suite (QMS)





Table of Contents

Terms of use	3
Overview	3
Editing Custom Reporting Settings	5
Initial Configuration	5
Updating Authentication	8
Disabling Custom Reporting	10
Encountering a previously abandoned QMSInsights database	10
QMSInsights database in use by another tenant	12
Custom Reporting Exported Records	
User Details	
Recording Details	15
Flag Details	
WordCount Details	
Evaluation Details	
QMSInsights Tool - Overview	
Installation	
Uninstalling the application	
Application Guide	
The initial Welcome pages	
Tool configuration	
Tool Actions	
Get QMSInsights creation script	30
Create the QMSInsights database	31
Create the QMSInsights database and start the migration	32
Clean the QMSInsights database	33
Database Creation Script	35
Get the QMSInsights database creation script	35
End User License Agreement	37



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Overview

Enghouse InteractiveQuality Management Suite's (QMS) Custom Reporting feature enables the continuous, near real-time export of QMS's internal data to another SQL Server database to support your organization's custom reporting needs. The Custom Reporting database allows QMS data to be manipulated, analyzed and presented using your organization's preferred toolset while preserving data integrity and minimizing performance impact in QMS. Custom Reporting requires a feature license. The Custom Reporting database can be co-located with the QMS database, hosted remotely or cloud-hosted. QMS data is published to the Custom Reporting database every 15 minutes.

There are three elements to enabling the Custom Reporting feature: DB, Admin and Migrate

- DB Create the Custom Reporting database and enabling auditing in the QMS database.
- Admin Administer the external database credentials and record retention behavior for the feature.
- Migrate Complete the initial data migration. The initial data migration will migrate any existing QMS data within the record retention scope to the Custom Reporting database.

Custom Reporting



If site security allows, all three elements can be completed using the QMS web client. Performing the *Admin* at the web client will automatically attempt to perform the *DB* element if the Custom Reporting database doesn't exist and offer the option to start a *Migrate* upon database creation. Executing *DB* using the QMS web client requires that the service account running the QMS Data Service has permission to alter a database in the SQL Server hosting the QMS database to turn on auditing. Additionally, if Custom Reporting is setup using Windows authentication that same service account needs to have database creation permissions (dbcreator) at the Custom Reporting database host. If Custom Reporting is setup using SQL Server authentication the administered SQL user would need to have database creation permissions at the Custom Reporting database host.

Alternatively, the database operations, *DB*, and optionally the initial data migration, *Migrate*, can be completed via the **QMSInsightsTool**. Performing the *DB* element using the QMSInsightsTool allows an administrative account to log into the tool host and run the tool, easing security constraints. The QMSInsightsTool can also optionally run the initial data migration and provides better progress feedback when migrating a large data set. Lastly, the QMSInsightsTool allows the Custom Reporting database script to be exported for a manual creation at the Custom Reporting SQL Server host. It is permissible to perform elements *DB* then *Migrate* using the QMSInsightsTool then perform element *Admin* last via the QMS web client.

In all cases the *Admin* element needs to be performed via the QMS web client and *Migrate* has to be run via the web client or from QMSInsightsTool before QMS data is routinely published to the Custom Reporting server. In all cases the database credentials provided in the *Admin* element will require insert, update, delete, and execute permissions at the Custom Reporting database. If Windows Authentication is used the service account running the Data Service will require these permissions, the named SQL Server user account requires them in the case of SQL Server Authentication.

If the Custom Reporting feature is enabled and later disabled in the QMS client the Custom Reporting database will be left intact. Re-enabling Custom Reporting with the same database will require the database be reset to a clean state and an initial data migration performed.



Editing Custom Reporting Settings

Enabling the **Custom Reporting** feature in QMS requires a Custom Reporting license. When properly licensed, a header appears on the **General** configuration tab in QMS - **Custom Reporting Settings**.

Or with a multi tenant license, on the Provider tenant, on the **Tenants** page, while editing an existing tenant, on the configuration tab in QMS - **Custom Reporting Settings**.

Initial Configuration



The heading indicates if the feature is enabled, and if not allows an administrator through the process of enabling the Custom Reporting feature.

The set-up process is as follows:

• Click on the **Configure** icon.



	×
Custom Reporting Settings	
Enable custom reporting	
	l
OK Cancel	
Cancel	

• Check the **Enable custom reporting** checkbox to enable the feature.



Enable custom reporting Server name: localhost\SQLEXPRESS Database name: QMSInsights Authentication: SQL Server Authentication User name: user Password:	
Database name: QMSInsights Authentication: SQL Server Authentication User name: user Password: External records retained per QMS media profile External records retained for 365 days	Custom Reporting Settings
Iocalhost\SQLEXPRESS Database name: QMSInsights Authentication: SQL Server Authentication User name: user Password: External records retained per QMS media profile External records retained for 365 days	Enable custom reporting 🗸
Database name: QMSInsights Authentication: SQL Server Authentication User name: user Password: External records retained per QMS media profile External records retained for 365 days	Server name:
Authentication: SQL Server Authentication User name: user Password: External records retained per QMS media profile External records retained for 365 days	localhost\SQLEXPRESS
Authentication: SQL Server Authentication User name: user Password: External records retained per QMS media profile External records retained for 365 days	Database name:
SQL Server Authentication User name: user Password: External records retained per QMS media profile External records retained for 365 days	QMSInsights
User name: user Password: Select one of: External records retained per QMS media profile External records retained for 365 days	Authentication:
user Password: Select one of: External records retained per QMS media profile External records retained for 365 days	SQL Server Authentication
Password: Select one of: External records retained per QMS media profile External records retained for 365 days	User name:
Select one of: External records retained per QMS media profile External records retained for 365 days	user
Select one of: External records retained per QMS media profile External records retained for 365 days	Password:
External records retained per QMS media profile External records retained for 365 days	••••••
External records retained for 365 days	Select one of:
OK Cancel	External records retained for 365 days
OK Cancel	
Cancel	OK Const
	OK Cancel

- Enter the **Server name** in the textbox. For example: localhost\SQLEXPRESS
- Enter the **Database name** in the textbox. Or leave it as default QMSInsights.
 Allows only letters, numbers and underscores.
 Minimum length 4, maximum length 26.



- Select the Authentication type: Windows Authentication or SQL Server Authentication.
 - If selecting SQL Server Authentication enter the User name and Password.
 User name maximum length 20.
 Password maximum length 50.
- Select the external records retention type: per QMS media profile or for days.
 - If selecting for days enter the number of days in the textbox.
- Click the OK button to save.

Custom Reporting Settings

Status: Active Last migration: Never

Start Migration



If saved with success, the form closes, the status shows as active, last migration label appears, and a **Start Migration** button also appears.

Clicking on the button, will start the initial migration.

Custom Reporting Settings

Status: Active Last migration: Never



Migration successfully started



If the initial migration started with success, you will see it displayed with a green check. Please note that the initial migration can take hours to complete on a large database.

Custom Reporting Settings

Status: Active Last migration: 1/24/2024 6:31:45 PM



The initial migration is complete when you refresh the page and see the last migration date displayed.

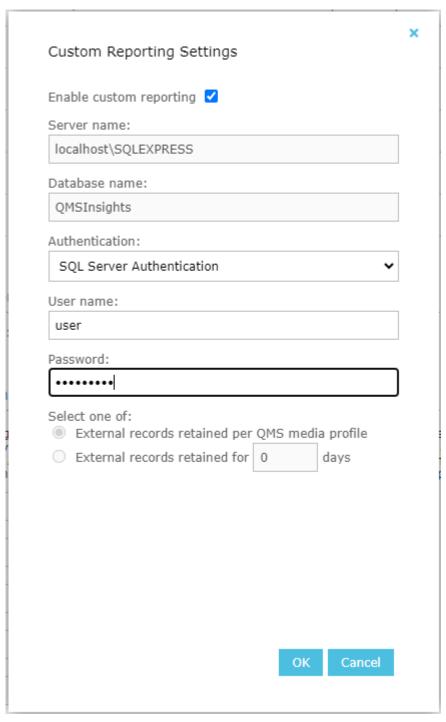
The last migration date will also be updated when a maintenance migration ends. Maintenance migrations run every 15 minutes.

Updating Authentication

The update authentication type or credentials, the process is as follows:

Click on the Configure icon.





- Select the Authentication type: Windows Authentication or SQL Server Authentication.
 - If selecting SQL Server Authentication enter the User name and Password.
 User name maximum length 20.

Password maximum length 50.



• Click the **OK** button to save.

Disabling Custom Reporting

The disable process is as follows:

- Click on the Configure icon.
- Uncheck the **Enable custom reporting** checkbox to disable the feature.
- Click the **OK** button to save.

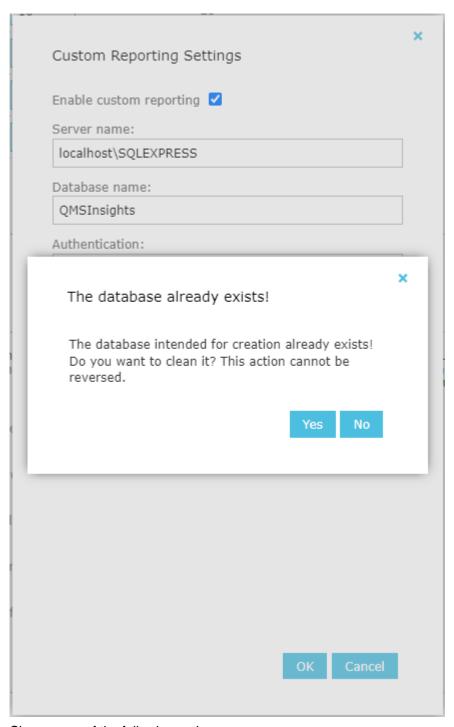
Custom Reporting Settings	
Status: Inactive	Configure

After disabling Custom Reporting, it will show as inactive. It will allow a new configuration with different settings. Please note that QMSInsights database is not deleted when disabling Custom Reporting, but will be cleaned if enabled with the same configuration of server name and database name.

Encountering a previously abandoned QMSInsights database

When enabling Custom Reporting with the same configuration of server name and database name you used in the past, a confirmation is needed. This is because QMSInsights database is not deleted when disabling Custom Reporting, but will be cleaned when re-enabled.





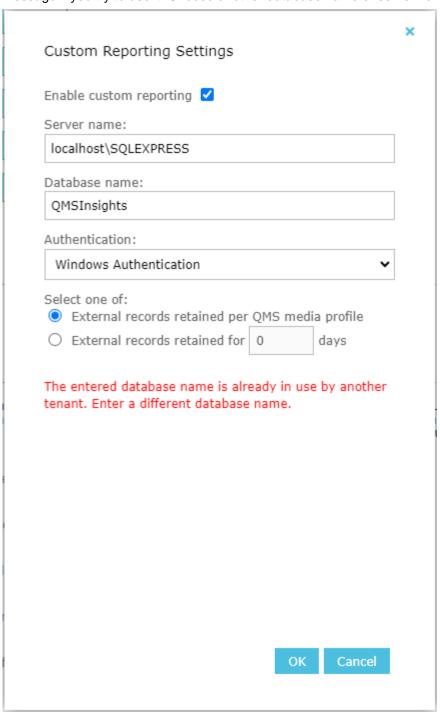
Choose one of the following options:

- Click the Yes button to clean the database. Please note that this action cannot be reversed.
- Click the **No** button, and enter another database name or server name.
- Click the **No** and then **Cancel** buttons, if you no longer want to enable it.



QMSInsights database in use by another tenant

With a multi tenant license, the database may already be in use by another tenant, and you will get an error message if you try to use it. Choose another database name or server name.





Custom Reporting Exported Records

Enghouse InteractiveQuality Management Suite's (QMS) internal data is exported to five different tables in a Custom Reporting database. A single table in the Custom Reporting database typically represents a composite of data from more than one QMS table. The Custom Reporting records are generally an expansion of a like type record in QMS where related data from tables not directly represented in the Custom reporting database are projected onto a record in the Custom Reporting database, this simplifies the table structure in Custom Reporting while still maximizing the data available for analysis. There are certain scenarios where a many-to-one relationship in QMS has been simplified to a one-to-one relationship in Custom Reporting. These scenarios are outlined in the detail for each table. The five Custom Reporting tables are:

- User Details Represents a user and their related details from QMS.
- Recording Details Represents the detail of a media that has been recorded in QMS.
- Flag Details Represents a flag data attached to a recorded media in QMS.
- WordCount Details Represents an utterance of a word in a media that has been recorded and transcribed by QMS.
- Evaluation Details Represents a score for a question in an QMS evaluation.

Each of the Custom Reporting tables has a primary key, and tables other than User_Details have a foreign key relationship to either an entry in User_Details, Recording_Details or both, however foreign key constraints aren't enforced in the Custom Reporting database.

User Details

Column Name	Data Type	Description
User_ID *1	uniqueidentifier	Unique identifier of user in QMS.
Username	nvarchar-20	Assigned username in QMS.
Department_Name *2	nvarchar-255	Assigned department name in QMS.
Location_Name *2	nvarchar-255	Assigned location name in QMS.
Group_Name *2, *3	nvarchar-255	Assigned group name in QMS.
Supervisor_Name *2, *4	nvarchar-255	Derived supervisor name from QMS.
First_Name	nvarchar-50	User first name.
Last_Name	nvarchar-50	User surname.
IsActive	tinyint	Is user active in QMS.
User_Type	nvarchar-20	User type in QMS. Standard or Agent.
Call_Recording_Lic ense	bit	Is user licensed for call recording in QMS.



Column Name	Data Type	Description
On_demand_Recor ding_License	bit	Is user licensed for demand recording in QMS.
Computer_Recordi ng_License	bit	Is user licensed for screen recording in QMS.
Agent_evaluation_ License	bit	Is user licensed for agent evaluation in QMS.
Concurrent_Licens e	bit	Is user licensed for concurrent recording in QMS.
Desktop_utility_Lic ense	bit	Is user licensed for desktop utility use in QMS.
Supervisor_License	bit	Is user assigned a supervisor license in QMS.
Realtime_VA_Licen se	bit	Is user licensed for real-time voice analytics in QMS.
Batch_VA_License	bit	Is user licensed for batch voice analytics in QMS.
Text_Recording_Li cense	bit	Is user licensed for text recording in QMS.
Transcription_Licen se	bit	Is user licensed for media transcription in QMS.
Video_Recording_L icense	bit	Is user licensed for video recording in QMS.

- *1 Member is the table's primary key.
- *2 Member has an accompanying, like-named member that serves as a unique identifier. Where the identifier is named *member_ld*
- *3 In QMS a user can be a member of many groups. This relationship is simplified in Custom Reporting to a single group where the group named for a user is the alphabetically first of many.
- *4 The named supervisor for a user is derived from the alphabetically first direct manager. If no direct manager, the supervisor is derived from the alphabetically first department manager. If no department or department manager, the supervisor is derived from the alphabetically first location manager if any.



Recording Details

Column Name	Data Type	Description
Recording_ID *1	uniqueidentifier	Unique identifier of media in QMS.
Start_Date	date	Date media collection started.
Start_Time	time	Time media collection started.
Stop_Date	date	Date media collection stopped.
Stop_Time	time	Time media collection stopped.
Duration	int	Duration of collected media in seconds.
Media_Type	smallint	Call - 0, Screen - 1, SMS - 3, WebChat - 4, Email - 5, UCMessage - 6, Video - 7, Fax - 8, Text - 9, Image - 10, Transcription - 11, IVR - 15, Voicemail - 16.
User_ID *3	uniqueidentifier	Unique identifier of user in QMS the media is associated with.
Description	nvarchar-255	Media description.
Notes	nvarchar-2000	Notes attached to media.
Inbound_ID	nvarchar-255	Inbound numeric metadata attached to media.
Inbound_Name	nvarchar-50	Inbound numeric metadata attached to media.
Outbound_ID	nvarchar-255	Outbound numeric metadata attached to media.
Outbound_Nam e	nvarchar-50	Outbound numeric metadata attached to media.
DNIS	nvarchar-255	DNIS attached to media.
File_Size	bigint	Size of media in bytes.
External_Word_ Count	smallint	Unique utterances in text based media attributed to an external source.
Internal_Word_ Count	smallint	Unique utterances in text based media attributed to an internal source.
Recording_Profil e_Name *2	nvarchar-50	Name of the governing profile that recorded media.

^{*1} Member is the table's primary key.



- *2 Member has an accompanying, like-named member that serves as a unique identifier. Where the identifier is named *member_Id*
- *3 This member is a foreign key linking a record in the User_Details table.

Flag Details

Column Na	me	Data Type	Description
Flag_Detail_ *1	ID	uniqueidentifier	Unique identifier of flag in QMS.
Recording_I	D *3	uniqueidentifier	Unique identifier of media flag is attached to in QMS.
Flag_Value		nvarchar-max	Text value the flag carries.
Flag_Name *	2, *4	nvarchar-20	Name of the flag in QMS.
*1	Mem	nber is the table's prima	ary key.
*2	Member has an accompanying, like-named member that serves as a unique identifier. Where the identifier is named <code>member_Id</code>		
*3	This member is a foreign key linking a record in the Recording_Details table.		
*4	-	names are represente	d in the default language for an installation. Localization isn't

WordCount Details

Column Name	Data Type	Description
WordCount_Detai I_ID *1	uniqueidentifier	Unique identifier of utterance in QMS.
Recording_ID *3	uniqueidentifier	Unique identifier of media utterance is derived from in QMS.
User_ID *4	uniqueidentifier	Unique identifier of user attached to the media this utterance is derived from in QMS.
Internal_Total	int	Occurances of this utterance in this media attributed to internal sources.
External_Total	int	Occurances of this utterance in this media attributed to external sources.
Word_Text *2	nvarchar-50	Text representation of this utterance.



Column Name Data Type Description

Language code associated with this utterance.

- *1 Member is the table's primary key.
- *2 Member has an accompanying, like-named member that serves as a unique identifier. Where the identifier is named *member_ld*
- *3 This member is a foreign key linking a record in the Recording_Details table.
- *4 This member is a foreign key linking a record in the User_Details table.

Evaluation Details

Column Name	Data Type	Description
Evaluation_Detai I_ID *1	uniqueidentifier	The unique identifier of the Evaluation_Detail record.
Question_Score _ID	uniqueidentifier	The unique identifier of the question score this record is based on in QMS.
Question_ID	uniqueidentifier	The unique identifier of the question associated with the score this record is based on in QMS.
Answer_ID	uniqueidentifier	The unique identifier of the answer associated to the question score this record is based on in QMS.
Notes	ntext	Notes attached to the question score this record is based on in QMS.
Answer_Label	nvarchar-255	Name of the answer where predefined in the evaluation definition.
Answer_Numeri c	decimal nn.n	Numeric value of the answer where the question has a numerical answer.
Failure_Reason	nvarchar-255	Reason given for question failure where defined.
Question_Title	nvarchar-255	Title of the question a score is associated with.
Question_Descri ption	ntext	Description of the question a score is associated with.
Scorecard_Title	nvarchar-255	Title of the score card a score is associated with.
Scorecard_Desc ription	ntext	Description of the score card a score is associated with.



Column Name	Data Type	Description
Scorecard_Cate gory_Name *2	nvarchar-255	Category of the score card a score is associated with.
Recording_ID *3, *5	uniqueidentifier	Unique identifier of QMS media attached to the evaluation.
Evaluation_ID	uniqueidentifier	Unique identifier of the evaluation in QMS this score is associcated with.
Draft	tinyint	Is the evaluation this score is associated with in draft mode.
Progress_Perce nt	int	Percent complete for the evaluation this score is associated with.
Score_Percent	decimal nn.nnnnnnn	Assigned question score represented as a percent attained.
Created_Date	date	Date the evaluation was create.
Created_Time	time	Time the evaluation was created.
Modified_Date	date	Date the evaluation was last modified.
Modified_Time	time	Time the evaluation was last modified.
Scorecard_ID	uniqueidentifier	Unique identifier of the score card this score is associcated with in QMS.
User_ID *4	uniqueidentifier	Unique identifier this evaluation is associated with in QMS.
Evaluator_User_ ID	uniqueidentifier	Unique identifier of the evaluating user associated with this evaluation in QMS.
Workflow_Job_I D	uniqueidentifier	Unique identifier of the workflow job for the evaluation where workflow based.
Workflow_Name *2	nvarchar-255	Name of the workflow for the evaluation where workflow based.
Workflow_Stage _Name *2	nvarchar-255	Name of the current stage the workflow is in where an evaluation is workflow based.
Evaluation_Assi gned_User_ID	uniqueidentifier	Unique identifier of the user a currently assigned to operate on an evaluation where workflow based.

^{*1} Member is the table's primary key.

Custom Reporting



- *2 Member has an accompanying, like-named member that serves as a unique identifier. Where the identifier is named *member_ld*
- *3 This member is a foreign key linking a record in the Recording_Details table.
- *4 This member is a foreign key linking a record in the User_Details table.
- *5 In QMS many medias can be attached to an evaluation. This relationship is simplified in Custom Reporting to include only the "first in time" attached media.



QMSInsights Tool - Overview

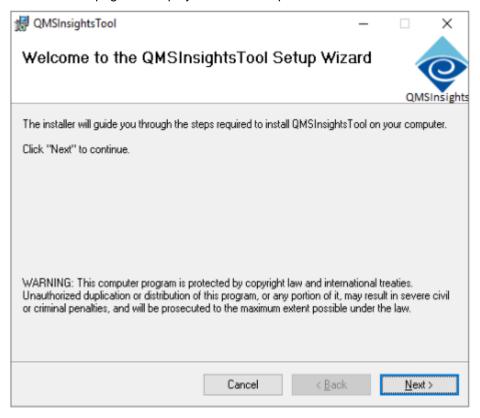
The QMSInsights Tool is a standalone application that allows an administrator to prepare and migrate a custom reporting database.



Installation

To install the QMSInsightsTool, complete the following steps.

- 1. Find and run the QMSInsightsToolSetup.exe in the installers folder
- 2. The Welcome page will display. Click Next to proceed with installation or Cancel to exit.



- 3. The Destination Folder view will display. Accept the default installation folder, manually type in a different folder, or click the Change... button to select a different folder. Click Next to proceed with installation or Cancel to exit.
- 4. When the installation completes, the Completed... page will display. Click Finish to close the installer.



Uninstalling the application

To uninstall the QMSInsightsTool, complete the following steps.

- 1. Find and run the QMSInsightsToolSetup.exe in the installers folder
- 2. A 'modify' page will display. Click Uninstall to proceed with the tool removal or Cancel to exit.





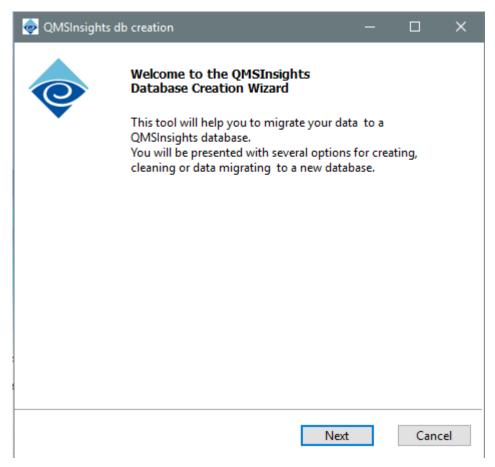
Application Guide

You should run the tool directly from its installation folder. The tool runs like a wizards, and will help you to prepare and migrate a custom reporting database.

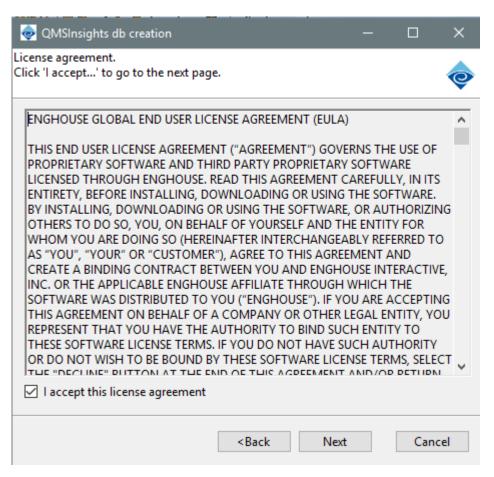
The initial Welcome pages.

The initial Welcome pages. Just press **Next** to proceed, accept the license agreement and press **Next** once more.









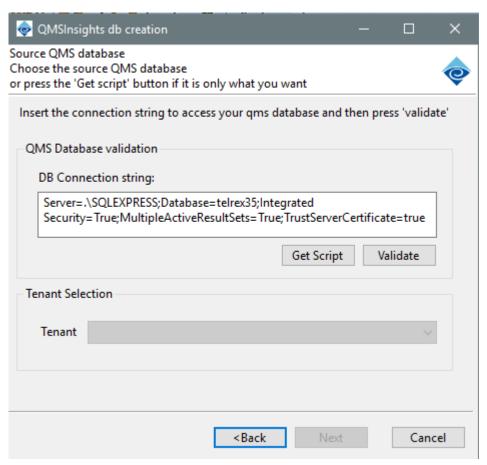
Tool configuration

Configuring the QMS source database:

To be able to perform the data migration to a QMSInsights database, you will need to provide access to your QMS database. In the QMSInsightsTool.dll config file, there are default values for the connections strings that you may change directly in the file or through the tool interface.

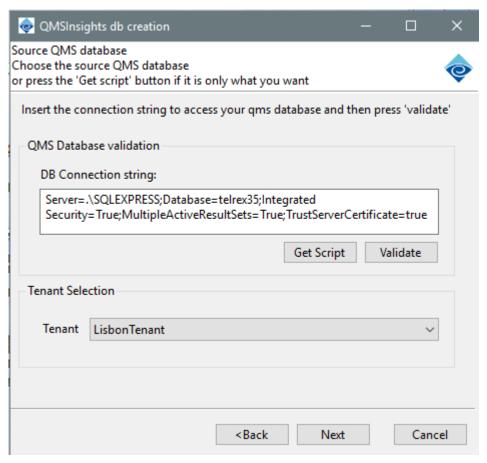
Pressing **Get Script** will allow you to access a database script for the QMSInsights database creation: **Get the db script**





Pressing **Validate** will check if your qms source database connection string is valid and if the tool is able to connect to it. If the connectiong is valid, you'll be able to choose the QMS 'tenant' you want to migrate the data from (if using multi-tenant).



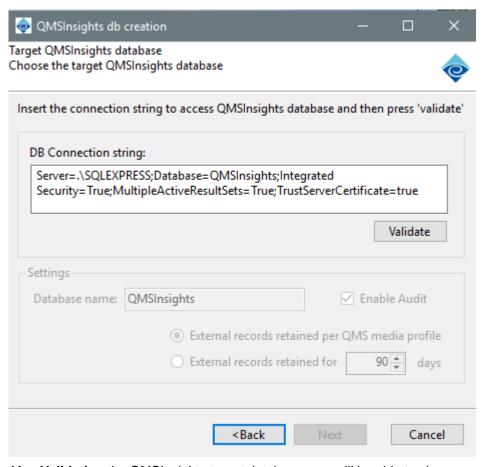


Pressing **Next** will take you to the QMSInsights destination database configuration page.

Configuring the QMSInsights target database:

To be able to perform the data migration to a QMSInsights database, you will need to provide access to your QMSInsight destination database. In the QMSInsightsTool.dll config file, there is are default values for the connections strings that you may change directly in the file or through the tool interface.

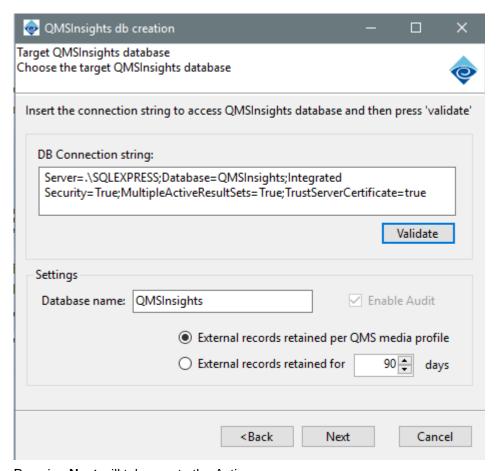




After **Validating** the QMSInsights target database, you will be able to choose:

- The database name: You may leave it with the default name.
- Set the amount of records you want carried over.
 - You can select to use the configuration on the recording profiles or
 - You can select to define the number of days to retain the records.
- Note that the 'Audit' option is always enable since this is required to start the data migration.





Pressing **Next** will take you to the Actions page.

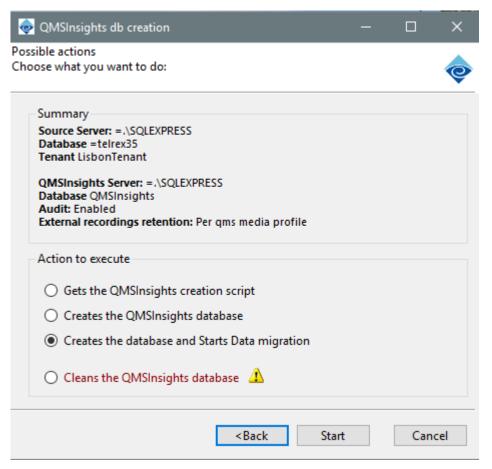
Tool Actions

In this page, you will be able to review all your selection done in the 'summary' section. You can go **back** if you need to change something.

You can choose one of the four available actions and press Start to execute it:

- Get the creation script
- Create the destination database
- Create the destination database and migrate the data
- Clean the destination database
 Please be careful with this option, because it will truncate/clean your destination database. You will not be able to rollback from this operation.

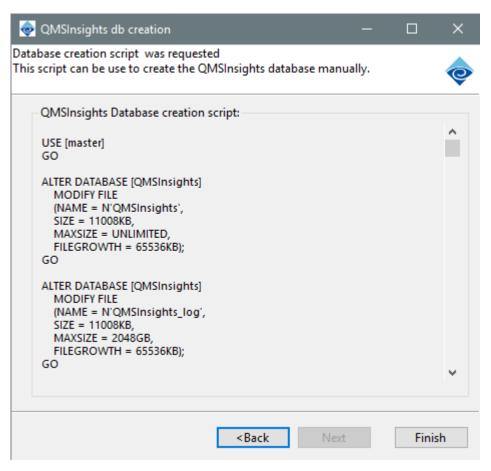




Get QMSInsights creation script

This option is used if you just want to retrieve the needed database script to be applied manually. Just copy the script text and apply it where needed.

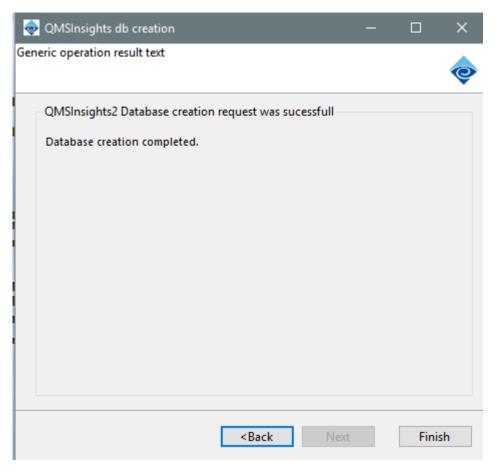




Create the QMSInsights database

With this selected option, the database will be created.

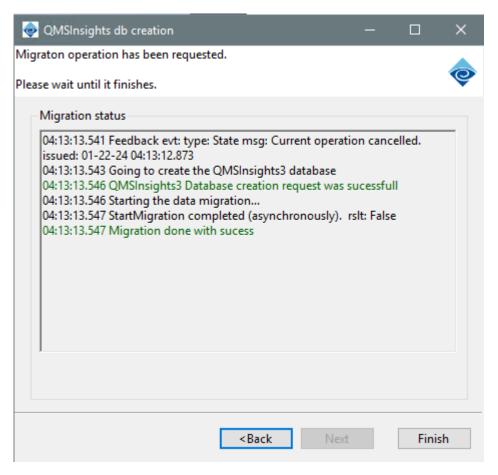




Create the QMSInsights database and start the migration

The destination database will be created and data will be migrated.



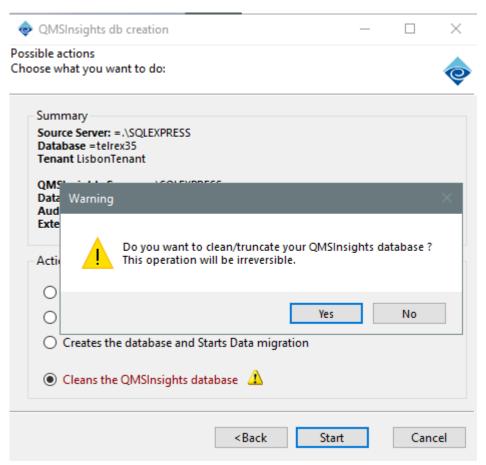


Clean the QMSInsights database

Clean/Truncate the destination database. After you confirm the operation, the destination database will be cleaned.

Custom Reporting



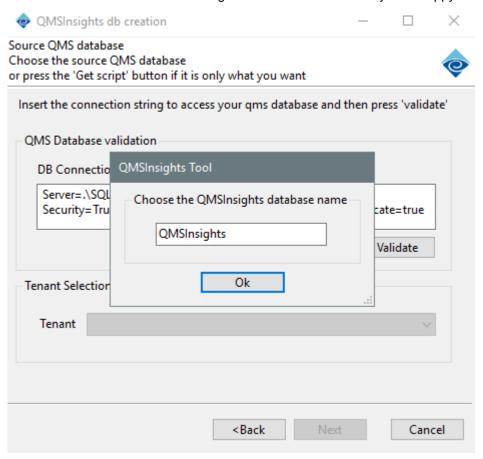




Database Creation Script

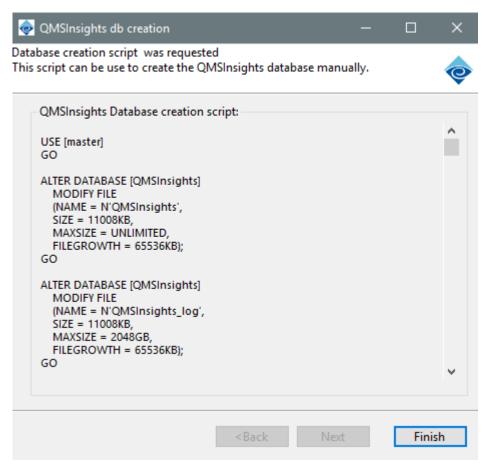
Get the QMSInsights database creation script

This option is used if you just want to retrieve the needed database script to be applied manually. You will need to chose the QMSInsights table name. Press **Ok** you're happy with your choice.



Now, you just need to copy the script and use it wherever you want. Pressing **Finish** will exit from the application.







End User License Agreement

- 1. Applicable Law; Definitions. This End User License Agreement ("Agreement"), the definition of terms used, performance hereunder, and the interpretation of this Agreement shall be governed by and construed in accordance with the laws, other than the conflicts of laws rules, of the state of Arizona. If the Uniform Computer Information Transaction Act ("UCITA") is enacted as part of the law of the state of Arizona, such statute will not govern any aspect of this Agreement, any license granted hereunder or any of the parties' rights and obligations arising under this Agreement. "Confidential Information" means any non-public information or documentation provided by Supplier under this Agreement, including but not limited to Software, documentation, and information pertaining thereto. "End- User Customer" means the final licensor of Software who licenses for their use. "Agreement" means this document. "Software" means Supplier's proprietary Software and any third party proprietary software components licensed to Customer pursuant to this Agreement. "Terms" means, collectively, the terms and conditions set forth below and on the front of this Agreement.
- 2. Agreement. This Agreement constitutes an acceptance of Customer's offer to license Software contingent and consistent upon the Terms contained herein. Any terms or conditions proposed by Customer inconsistent with or in addition to the Terms shall be void and of no effect, unless specifically agreed to in a signed writing by an authorized Supplier representative. Payment for Software by Customer or furnishing of the Software by Supplier, in whole or in part, shall constitute a binding agreement on the Terms of this Agreement. The failure of Supplier to insist upon performance of this Agreement, to enforce any of the Terms of this Agreement or other purchase orders from Supplier, or to exercise any right or privilege granted to Supplier under this Agreement or under law, shall not be construed as a waiver and the same shall continue in full force and effect.
- License Grant. Subject to Customer's compliance with the terms of this Agreement, Supplier grants to Customer a non-exclusive, non-transferable, perpetual license to install, use and execute the Software in object code form on a per-license basis consistent with the licensing scheme applicable to the type of software purchased on this Agreement at the location specified on the PSOF ("Software License") as may be changed by Customer from time to time upon prior written notice to Supplier, such Software License limited to the site(s), number of seats, concurrent users, agents, servers, ports, devices, managed applications, and/or copies as applicable to the Software obtained, not to exceed the number of licenses set forth on PSOFs placed pursuant to this Agreement. The Software License shall become effective upon Delivery of the Software and shall remain in force unless terminated pursuant to Section 12 of this Agreement. This right does not include permission to grant sub-licenses or otherwise transfer such rights. The Customer may make one (1) copy of the Software for non-productive archival purposes only. provided that it retains or affixes the equivalent of Supplier's proprietary legend and copyrights to the copy. Additionally, the Customer may make several copies of the system documentation, excluding training manuals and materials, provided that they are for internal use only. Customer may not reverse engineer, disassemble or otherwise translate the Software provided pursuant to this Agreement. Supplier, or any third party that owns the Software License, retains exclusive title to and all rights to the Software. The Customer acknowledges that the Software and documentation are the property of Supplier and that the only right that the Customer obtains to the Software is the right of use in accordance with the terms of this Agreement. To assist Supplier in the performance of its duties under this Agreement and in the protection of its proprietary rights, Customer hereby authorizes a Supplier representative to enter Customer's premises, physically or electronically, and inspect the Software License at reasonable times with prior notice.
- 4. Compliance with Laws. Customer shall comply with all applicable laws, including, without limitation, the export control laws and regulations of the United States of America and those countries involved in transactions concerning the exporting of Software purchased under the terms and conditions or the control or regulation of the exportation of products or technical data supplied to Customer by Supplier. Customer will be responsible to pay all taxes, tariffs and duties. Customer shall comply with the United States Foreign Corrupt Practices Act and shall indemnify Supplier from Customer's violations of



- such Act. The United Nations Convention on the International Sale of Goods (CISG) is specifically excluded and shall not apply to any transaction contemplated herein.
- Limited Warranty. Supplier warrants to Customer that Software will perform in every material respect according to the published specifications for a period of thirty (30) days from Delivery. However, neither Supplier nor its third-party supplier's warrant Software will meet Customer's requirements or that the Software operation will be uninterrupted or error-free. Remedies for Software defects reported during the warranty period consist of (and are limited to), at Supplier's option, repairing, replacing or refunding the purchase price of the Software. This warranty is contingent upon the proper use and application of the Software in accordance with Supplier's instructions. The warranty does not (i) cover the Software if modified by anyone other than Supplier; (ii) apply if Software warranty support is requested as a result of accident, neglect, or operating conditions exceeding specifications; (iii) cover malfunctions caused by defects in or incompatibility to Customer's computer system or equipment; (iv) cover malfunctions caused by defects in or arising from the installation, repair, or programming of the Software other than by Supplier; and (v) apply if Customer has rejected or not used any Software corrections, updates, or modifications supplied or made available by Supplier. THE WARRANTIES HEREIN DO NOT APPLY TO THIRD-PARTY SOFTWARE FURNISHED BY SUPPLIER UNDER THIS AGREEMENT, AND SUCH PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS. AS APPLICABLE, SUPPLIER AGREES TO ASSIGN ANY WARRANTY IT MAY HAVE WITH RESPECT TO THIRD-PARTY SOFTWARE TO CUSTOMER, AND CUSTOMER AGREES TO PROCEED DIRECTLY AND EXCLUSIVELY AGAINST THE THIRD-PARTY SUPPLIER AS TO ANY CLAIMS OF WARRANTY. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES. EXPRESS OR IMPLIED. INCLUDING. WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.
- 6. Limitation of Liability. SUPPLIER'S LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO, AT SUPPLIER'S OPTION, REPAIR OR REPLACEMENT OF THE DEFECTIVE SOFTWARE. IN NO EVENT WILL SUPPLIER BE LIABLE FOR DAMAGES IN EXCESS OF the fees paid PURSUANT TO AN ORDER THAT FORMS THE BASIS OF THE CLAIM. IN NO EVENT SHALL SUPPLIER BE LIABLE OR RESPONSIBLE FOR ANY REPROCUREMENT COSTS, LOSS OF PROFITS, LOSS OF USE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, WHETHER IN AN ACTION OF CONTRACT OR TORT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. THIS LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. NO ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION HEREUNDER MAY BE BROUGHT AGAINST SUPPLIER MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION HAS ARISEN.
- 7. Relationship of the Parties. Each party acknowledges that they are independent contractors, and that the relationship between Supplier and Customer is that of manufacturer/Customer. Neither party shall in any way represent or obligate the other party to any contract, term, or condition, nor may it represent the other party as agent, employee, franchisee, or in any other capacity. Customer is expressly prohibited from making representations to other third parties regarding Supplier or the Software and Services in excess of or contrary to representations contained in Supplier's or its third-party supplier's product specifications, brochures, newsletters, and other publications provided to Customer by Supplier. Nothing in this Agreement shall be construed to limit either party's right to independently develop or distribute products which are functionally similar to the other party's products, so long as Confidential Information of the other party is not used in such development or distribution.
- 8. **Assignment**. Neither this Agreement nor any rights under it may be assigned by Customer without Supplier's prior written consent. Any unauthorized assignment by Customer shall be void. Supplier may assign the Agreement, in whole or in part, upon thirty (30) days' notice to the Customer.



- 9. Severability. If a court of competent jurisdiction holds any provision in this Agreement to be invalid, void, or unenforceable, the remaining provisions will yet continue in full force without being impaired or invalidated in any way
- 10. Notices. Any notices given to Supplier may be made either by facsimile, overnight courier, hand delivery, or by registered or certified mail, postage prepaid with return receipt requested. Mailed notices shall be addressed to Supplier at the address appearing below, but Supplier may change such address by written notice in accordance with this paragraph. Notices mailed, or delivered personally or by electronic means will be deemed communicated as of actual receipt or the date of transmission, as applicable.

Enghouse Interactive

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11. Confidentiality. The parties agree to accept in confidence all Confidential Information provided to them. The parties further agree not to use or disclose any Confidential Information supplied by the other except as required to perform their obligations in accordance with this Agreement. Any disclosure of Confidential Information to agents or employees shall be made only in the normal course of business, on a need-to-know basis, within the scope and purpose of this Agreement, and under written agreements requiring such agents or employees to treat all such information as strictly confidential. The parties agree not to use, publish, reproduce, disseminate, or otherwise disclose the other's proprietary or Confidential Information, including, but not limited to customer lists, without the prior written consent of the other.

Customer shall not develop, manufacture, maintain, or, except as contemplated under this Agreement, market products or services incorporating Supplier's Confidential Information or Software. Customer agrees to include Supplier's proprietary notice on all copies of Supplier's Confidential Information made by Customer and to maintain records of the location of these copies.

Customer agrees that the Software, and any proprietary and/or trade secret information and data furnished to Customer by Supplier or any of its third-party suppliers will be considered Confidential Information and subject to the provisions of this Section. Supplier reserves for itself all proprietary rights in all designs, engineering details, and other data pertaining to the Software and other proprietary data arising out of work done in connection with designing, manufacturing, servicing, and testing the Software, including the sole right to manufacture and, except as provided herein, market all such items. Customer shall not reverse, translate, disassemble, or decompile the Software or any component of the Software.

12. **Entire Agreement**. This Agreement is the entire agreement of the parties regarding the subject matter hereof, and supersedes and terminates any prior agreements, understandings or representations, written or oral, except with respect to any trade indebtedness owing between the parties.



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