

# Software Global License Portability Policy (“Policy”) (version January 2023)

## Global License Portability Scope

This Policy describes the terms and conditions that apply to movement of Avaya software right to use license entitlements (“RTU”) by a Customer or an Authorized Channel Partner between Customer affiliates from one country to another or within a single country using the Product Licensing and Delivery System (“PLDS”).

This policy is applicable to all Avaya software licenses included in Table 1 below for which Customer or an Authorized Channel Partner has a right to use on either a perpetual or subscription basis. This policy does not apply to third party licenses. For questions on Avaya software licenses that are not included in Table 1, please contact your Avaya Sales Representative. Avaya reserves the right to amend or change this policy at its sole discretion at any time.

This policy does not address:

- International porting fees and/or additional fees that may apply as a result of RTU moves. Please engage your Avaya Sales contact to determine if any applicable fees may apply, along with the specific pricing and material codes.
- Hardware moves
- Software license transfers from one company to another legal entity (not affiliated)

## Eligibility for Global License Portability

Global License Portability (GLP) will be a standard and permanent entitlement of all GLP-eligible release licenses. A GLP-eligible release license is defined as any generally available Avaya software release for Avaya product available of November 2010 or newer (see table 1 for list of minimum releases eligible). Licenses need to be on a GLP-eligible release to be entitled for international moves. Any licenses on ineligible releases can become eligible for international moves by upgrading to a GLP-eligible release.

Additionally, the software release of the licenses being moved needs to match the software release level of the destination server.

Software releases not meeting the GLP-eligible release criteria may be moved solely within the country where the software was originally purchased or – if purchased within the European Union (EU) – anywhere within the European Union (EU), subject to the product-specific policies and applicable End User Licensing Agreement (EULA) and between Customer affiliates. Please refer to respective product documentation for such move procedures.

**Table 1. Minimum GLP-eligible release**

Avaya Aura™ Application Enablement Services 5.2	Avaya one-X® Speech 5.0
Avaya Aura™ Communication Manager 6.0	Call Center Elite 6.0
Avaya Aura™ Conferencing 6.0	Communication Manager Messaging 6.0
Avaya Aura™ Contact Center 6.0	Communication Manager Messaging Federal Market 6.0
Avaya Aura™ for Midsize Enterprises 5.2.1	Contact Center Express 5.0
Avaya Aura™ Messaging 6.0	Dialog Designer 5.0
Avaya Aura™ Presence Services 6.0	Integrated Management 6.0

Avaya Aura™ Session Border Controller 6.0	Interaction Center / Operational Analyst 7.0
Avaya Aura™ Session Manager 6.0	Interactive Response 4.0
Avaya Aura™ System Manager 6.0	Meeting Exchange Enterprise Edition 6.0
Avaya Call Management System R19	Meeting Exchange Express Edition 6.0
Avaya IQ 5.0	Modular Messaging (Multi-Server Configuration) 5.2
Avaya one-X® Attendant 4.0	Modular Messaging (Single Server Configuration) 5.2
Avaya one-X® Communicator 6.0	Proactive Contact 4.0
Avaya one-X Agent 2.0	Proactive Outreach Manager 2.0
Avaya one-X® Mobile 5.0	Voice Portal 5.0
Avaya one-X® Portal 5.0	

**Note 1:** As new software license releases are made generally available, they will become immediately eligible under this Policy per the guidelines above.

**Note 2:** For older releases of Avaya Software licenses, not listed in Table 1, and not licensed in PLDS, please contact your Avaya account team or Authorized Channel Partner as Avaya Professional Services fees may apply to electronically move the licenses.

## Supported Software License Transactions

- License Activation** – For GLP-eligible releases, entitled Software licenses RTU (end user, agent, supervisor, etc.) can be activated in PLDS for any “Sold To” location that is part of the customer’s UCM Hierarchy Node in PLDS. Customers can activate RTU across their network of host and web LM servers as needed.

**Please note:** License activations on host servers or web lm servers do not automatically turn on a proper support entitlement for the licenses at the destination Sold To location. A request for support coverage would need to be initiated at the Sold To location where the contract for support coverage or subscription resides.

- License Move** – License moves occur when a customer needs to move licenses (end-user, agent, supervisor, etc.) from one host server to another. Both host servers – the source and the destination – must be associated with Sold To locations within the customer’s UCM Hierarchy in PLDS and will remain in service after the move. Moves help customers to shift RTU and associated contractual billing for end-users between two Sold To locations when a corporate expansion or contraction occurs and the associated contractual relationship needs to shift as well.

**Please note:** In accordance with the terms of the Avaya Global Software License Terms (“EULA”), which is available at [www.avaya.com/legal](http://www.avaya.com/legal), the customer or their authorized Channel Partner are required to notify Avaya of any license move or move request to ensure active support services agreements and Subscription contracts are updated. The Software License RTU move between servers, **will result** in the need to recast the associated Support Advantage and Subscription contract where billing occurs and will result in new orders, purchase orders, and possible termination fees.

When moving Software License RTU’s, Support Advantage and Subscription coverage must be consistent with coverage at the receiving Sold To Location. If the Customer’s Support Advantage or Subscription coverage differs for licenses on the same product instance at the location of the new Server (as defined in the EULA), additional fees may apply from the date Avaya receives notice of the RTU move.

## **Customer Responsibilities**

1. Customer shall provide Avaya with written notice within 10 business 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. Avaya will inform Customer if additional documents need to be provided or executed;
2. Customer may only move RTU's to and from Designated Processors or Servers (as defined in the EULA) supporting the same Software application;
3. Customer must reduce the quantity of the licenses on the original Server by the number of RTU's being moved to the new Server;
4. Customer acknowledges that: (1) the Customer may be charged additional fees when moving RTU's as indicated in this policy, (2) Support Advantage and Maintenance services do not cover system errors caused by moves not performed by Avaya, (3) Customer is 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, Customer will be charged the time and materials fees for such activity.