



# Avaya IX Subscription Licensing Supplement

Issue 1.3

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## 1.0 Avaya Subscription Licensing

Avaya Subscription Licensing is offered in bundles at a per license subscription price and which includes:

- License to use eligible software;
- Software Upgrade subscription entitlements; and
- Remote technical support entitlements.

### 1.1. Software Eligible for Subscription

#### 1.1.1. Avaya IX Subscription

The Avaya IX Subscription offer includes options for Employee Experience and Customer Experience. The customer may choose from the following bundles:

- Basic User
- Core User
- Power User
- Attendant
- Messaging Transcription
- Messaging Speech
- 3<sup>rd</sup> Party CTI
- CC Basic Voice
- Call Back Assist
- IVR

Avaya IX Subscription Licensing includes a 20% overage above the contracted number of Subscription Licenses. Customers have access to this overage during the contract period without any additional fees. Customers can grow beyond the overage by purchasing additional Avaya IX Subscription Licenses which will be co-terminous with their existing Avaya IX Subscription order.

Support Advantage Preferred with Upgrade Advantage is included in the Avaya IX Subscription license fees. Support entitlements are contingent upon meeting the requirements and fulfilling the Customer responsibilities detailed in the Support Advantage Preferred Service Agreement Supplement. Details about Support Advantage Preferred can be found in the Service Description; Service Agreement Supplement document at

<https://downloads.avaya.com/css/appmanager/css/P8Secure/documents/101062743>

Avaya Aura® R6.3.118 Load 141 and R7 licenses may also be converted to software subscription. Their feature entitlements will be limited to those available on such releases and are subject to Avaya Product Lifecycle Policy found at <https://downloads.avaya.com/css/P8/documents/100081098>

Each user or agent bundle is entitled to an Avaya IX Spaces user account during the Subscription Term where available. Avaya IX Spaces is a hosted offer and may not be available in all geographies. The Customer needs to register on <http://avayaspaces.com> to activate the service. The Avaya IX Spaces offer is subject to the then-current Service Description and the Terms of Use set forth on the Avaya IX Spaces website, a copy of which is available at:

<https://support.avaya.com/helpcenter/getGenericDetails?detailId=C2009223142629795043>

#### **1.1.1.1. Conversion of Perpetual Licenses to Avaya IX Subscription Licenses**

Avaya perpetual licenses may be surrendered as part of a conversion to Avaya IX Subscription. To be eligible for Investment Protection Program credits, perpetual licenses must be under a current contract for Avaya-provided maintenance support. At the time of conversion or upgrade to subscription, the End Users may convert their perpetual licenses into Subscription on a per System basis.

End Users will receive a credit for the quantity of eligible perpetual licenses converted to Subscription Licenses not to exceed the quantity of Avaya IX subscription licenses purchased.

Credits are applied as a reduction in the price of the Subscription License for the converted license for the initial Subscription Term of the Subscription License. If the initial Subscription Term of the Subscription Licenses is extended, the licenses will be renewed as subscription licenses at then-current rates.

Investment Protection Program credits do not extend past the first subscription term.

Perpetual license quantity and type chosen to convert to Subscription Licenses will be deleted from the Avaya End User record of perpetual licenses at the time of upgrade and conversion. All rights granted by Avaya under these perpetual licenses shall immediately terminate upon conversion and Customer must return or destroy tangible editions of such perpetual licenses.

#### **1.1.1.2. Supported Avaya IX Subscription License Use Cases**

A customer network may include a single System instance or may be part of a larger network made up of multiple System instances. Customers have the flexibility to choose to deploy perpetual licenses or Subscription Licenses on each of their IX Workplace and IX Contact Center System instances but cannot mix Subscription and perpetual licenses within the same System.

- *Some Examples:*
- Within a system instance a customer may choose to deploy Core Suite with 1000 Core Suite Subscription Licenses and deploy 150 Avaya Elite Introductory Agent in Subscription Licenses.
- Within a system a customer may choose to deploy Core Suite with 1000 Core Suite Subscription Licenses and deploy 150 Avaya Elite Introductory Agent in perpetual licenses.
- Within a system a customer may **not** choose to deploy Core Suite with 1000 Core Suite Subscription Licenses and deploy 150 Core Suite in perpetual licenses.
- A customer may deploy one system with 2000 Core Suite Subscription Licenses and a second distinct system with 1000 Core Suite in perpetual licenses.

### 1.1.2. New and Add/Expansion

Subscription Licensing is supported for new licenses and add/expansions in accordance with Avaya's Product Lifecycle Policy found at <https://downloads.avaya.com/css/P8/documents/100081098>

## 1.2. Term and Invoice

- The “**Subscription License Term**” of a Subscription License(s) is the specific term during which the Subscription License(s) will be available for the End User's use. The length of the term will be identified on the Customer order form.
  - Subscription License Term options include 1 year, 3 year and 5 year.
- **Invoice** is in advance at invoicing frequency identified on the order form.
  - Monthly or annual in advance invoicing options are available.

### 1.2.1 Subscription License Term Start Date

Unless an earlier date is specified in an order, the Subscription License Term for the Subscription License(s) will commence and be chargeable as follows:  
New System Builds:

- If Avaya sells and installs the Subscription Licenses directly, the Subscription License Term will commence on the date Avaya notifies the Customer that the Subscription Licenses are installed according to specifications.
- If Avaya sells the Subscription Licenses directly, but does not install the Subscription Licenses, the Subscription License Term will commence on the earliest of the date when Subscription Licenses (i) features are enabled, (ii) is downloaded to the target processor or (iii) is physically delivered to the End User premises.
- If the Subscription Licenses are purchased through an Avaya channel partner (including Support Advantage Retail), regardless of what company installs the Subscription Licenses, term will commence on the first day of the second month following the order of the Subscription Licenses.

Conversions to Subscription:

- If the Subscription Licenses are replacing existing perpetual licenses being transitioned from an existing support order, the Subscription License Term starts on the start date specified on the Order.

Additions to Subscription License Terms in progress:

Additional Subscription Licenses being added to an existing Subscription License Term are added to the Subscription Term effective on the 1<sup>st</sup> day of the first month following Avaya's acceptance of the order for additional Subscription Licenses.

## 2.0 Pricing and Product Subscription Material Codes

Subscription Licenses are ordered and invoiced using specific material codes. Pricing will be provided per license type per user based on a Fixed Term Software Subscription basis for this offer.

## 3.0 General

### 3.1 Renewal of Coverage

Avaya Subscription Licensing will automatically renew at the end of the term for a similar term length at then current pricing unless either party provides written notice of its intent not to renew such coverage at least 30 days prior to the renewal date. If a customer is a direct Avaya customer located in the EU the Subscription Licenses will automatically renew for another year at then current pricing unless either party provides written notice of its intent not to renew such coverage at least 30 days prior to the renewal date. If shorter renewal terms are required by local country laws or regulations, the Subscription License will automatically renew for at least one year, or for the maximum term permitted by such local country laws or regulations, and Avaya will notify customer of same.

### 3.2 Termination

The Customer may terminate a subscription in its entirety during the Subscription License Term upon thirty (30) days written notice subject to termination fees equal to 50% of the Fixed Fees for the remainder of the Subscription License Term.

## 4.0 About this Document

This Subscription Licensing Supplement describes the Avaya Subscription Licenses for eligible software and supersedes all prior descriptions relating to Subscription Licensing. In the event of a conflict between this Subscription Licensing Supplement and the Subscription License Terms in the Customer's purchase agreement with Avaya, the terms and conditions of this Subscription Licensing Supplement will control.

### 4.1. Glossary

- **Customer**- the entity that purchases the Subscription Licenses from Avaya, which may be an End User or as a channel partner for resale.
- **End User**- the entity which purchases the Subscription Licenses directly from Avaya or indirectly from an Avaya channel partner, for its internal use and not for resale or sublicense.
- **Subscription Licensing Supplement** – This Avaya Subscription Licensing Supplement.
- **Subscription License(s)** – software licenses ordered by the Customer which are subject to either a Fixed Term Software Subscription and/or a Pay-per-Use Software Subscription fee model providing the right to use the software for a defined period of time.
- **Fixed Term Software Subscription** - a fixed quantity of Units of Software provided by Avaya under the Subscription Licensing Terms for Customer's internal use (not for further resale, sublease, or sublicense) on a time-bound subscription basis.
- **Pay-per-Use Software Subscription** - a variable quantity of Units (as defined in the Subscription Licensing Supplement) of Software provided by Avaya under the Subscription Licensing Terms for Customer's internal use (not for further resale, sublease, or sublicense) on a pay per use basis.
- **System** - a collection of UC and/or CC applications (single or geo data centers) connected to a Single WebLM for licensing.