Avaya Subscription Subscription Licensing Supplement

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1 Overview

Avaya Subscription Licensing is a software licensing model whereby software bundles are licensed to users at a per license/agent subscription price which includes:

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

Subscription Licensing includes Fixed Term based subscriptions.

2 Avaya Subscription Licensing Bundles

The following Avaya software packages are available to be purchased in the Avaya Subscription Licensing model:

Experience Package	License Packages	License Add-Ons
Employee Experience	UC Basic/Essentials UC Core/Advanced UC Power/Ultra	AES TSAPI BASIC and DMCC- 3rd Party CTI** Attendant Speech to Text Text to Speech Avaya Aura® X for Zoom Workplace* Avaya Cloud Office Hybrid* Avaya Aura® X for Admin Portal*
Customer Experience	CC Elite Agent AACC Oceana Digital Agent Digital Premium IVR Call Back Assist Proactive Outreach Manager CRM Connector* Workspaces for Salesforce*	Advanced AES- ASAI, DLG CVLAN and TSAPI Advanced* Advanced Analytics CMS Connectors* Google Dialog Flow Connector*
Workforce Engagement	Contact Recording Quality Management Workforce Management Workforce Optimization	Advanced Desktop Analytics Speech Analytics including Transcription Speech Analytics (Advanced) Multilingual Agents

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		Real Time Speech Analytics Add On Customer Feedback Interaction Data Export Manager Data Center Redundancy N+N CR Redundancy
Nuance Speech	Tier 3 Single Language Tier 3 Unlimited Language Tier 4 Single Language Tier 4 Unlimited Language Vocalizer Single Language Vocalizer Unlimited Language	Vocalizer Offline Disaster Recovery Dialog Module for Email and Spelling Dialog Module for Names and Addresses Dialog Module for US Stocks, Mutual Funds, and Options Dialog Module Update Service for Names and Addresses Dialog Module Update Service for US Stocks Dialog Module Update Service for US Mutual Funds Dialog Module Update Service for US Options
ASBCE	Standard/Advanced Services Premium	

*no Overage entitlements

** limited Overage entitlements

Overage entitlement: Many Avaya Subscription Licensing bundles include a 5% Overage entitlement above the contracted number of units of Subscription Licenses. Avaya Verint Workforce Engagement Licenses include 20% overage. Customers have access to this Overage during the contract period without any additional fees. Customers can grow beyond the Overage by purchasing additional Avaya Subscription Licenses which will be co-terminus with their existing Avaya Subscription Licensing order.

Please note: Bundles identified by an single asterisk do not include any Overage entitlement. Bundles identified by a double asterisk: CTI (TSAPI BASIC and/or DMCC) do not include Overage for perpetual licenses the customer currently has when converting their existing installed base into Subscription Licensing. Customers are entitled to Overage for any new/additional third party CTI purchased as part of the Subscription Licensing.) **

Overage eligibility and allowance when customers migrate or purchase Subscription Licenses are supported in accordance with Avaya's Product Lifecycle Policy found at Avaya Lifecycle Policy

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3 Support Coverage

Avaya Subscription Licensing bundles on either the current release (N) or one release back (N-1) for the applications under contract include Support Advantage Preferred with Upgrade Advantage. 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 a: Support Advantage Service Agreement Supplement

Please note that in the event that the Nuance Speech Software package is taken to End of Life by Microsoft during the Subscription License Term, under the applicable Upgrade Advantage coverage, Avaya will replace the impacted Nuance Speech Software package with an alternative solution with substantially equivalent software functionality and pricing.

Avaya Subscription Licensing bundles on a release two version back (N-2) back and older for the applications under contract include the Support Advantage End of Life offer included as a Support Entitlement in their Avaya Subscription Contract.

For customers with N-2 releases of the Subscription applications, if the customer uses the Upgrade Advantage Entitlement and performs a free of charge upgrade during the contract Subscription Term, the release specific material code will be updated to the most current release (N), and the Support Enttlement will be updated to include Support Advantage Preferred for the rest of the Subscription License Term.

4 Conversion of Perpetual Licenses

Avaya Aura® R6.3.118 Load 141, Avaya Aura® R7, Avaya Aura® R8 and Avaya Aura® R10 licenses may be converted to Subscription Licensing. The feature entitlements and 20% overage for these licenses will be limited to those available on such generally available releases and are subject to Avaya Product Lifecycle Policy found at: Avaya Lifecycle Policy

5 Surrender of Perpetual Licenses to Avaya Subscription Licenses

At the time of conversion or upgrade to Subscription Licensing, the End Users may convert their perpetual licenses into Subscription Licenses on a per System basis. However, a customer cannot combine perpetual and Subscription Licenses within the same System or Sold To location. If the perpetual licenses on a particular System or location are not being surrendered, then Customer must move such perpetual licenses to a different System or Sold To location at its own expense. Customers receiving Investment Protection Credits or discounts for the conversion of perpetual licenses to Subscription Licenses must surrender the perpetual licenses and once the licenses are converted by execution of the Subscription order, Customer is no longer licensed to use said perpetual licenses. To be eligible for Investment Protection Program credits, perpetual licenses must be under and remain under a current contract for Avaya-provided maintenance support until the effective date of the Subscription Licensing Term at which time the licenses are surrendered and license rights are extinguished.

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Under the Investment Protection Program, End Users will receive a credit or discount for the quantity of eligible perpetual licenses converted to Subscription Licenses not to exceed the quantity of Avaya 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 License Term of the Subscription License is extended, the licenses will be renewed as Subscription Licenses at then-current rates. Investment Protection Program credits or discounts do not extend past the first Subscription License Term.

At the time of upgrade and conversion, the perpetual license quantity and type converted to Subscription Licenses which received Investment Protection Program Credits or discounts will be deleted from the Avaya End User record of perpetual licenses. All rights granted by Avaya under these perpetual licenses will immediately terminate upon conversion and the Customer shall return or destroy tangible editions of such perpetual licenses.

6 Supported Avaya Subscription 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 Workplace and Contact Center System instances - Including Avaya Workforce Engagement but cannot mix Subscription Licenses and perpetual licenses within the same System.

***Some Examples*:**

- Within a System instance a customer may choose to deploy one thousand UC Advanced Subscription Licenses and deploy 150 CC Elite Subscription Licenses.
- Within a System instance a customer may choose to deploy one thousand UC Advanced Subscription Licenses and deploy 150 CC Elite as Perpetual licenses.
- Within a System instance a customer may **not** choose to deploy UC Advanced Subscription Licenses and deploy 150 Core Suite as Perpetual licenses.
- A customer may deploy one System instance with two thousand UC Advanced Subscription Licenses and a second distinct system instance with one thousand Core Suite as Perpetual licenses.

7 Purchasing Additional Licenses

Products available to be purchased using the Subscription Licensing model are subject to Avaya's Product Lifecycle Policy found at Avaya Lifecycle Policy.

8 Subscription Licenses 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:

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- 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 at the earliest of the date when Subscription Licenses (i) features are enabled, (ii) are 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, the term will commence on the first day of the second month following the order of the Subscription Licenses. If the Subscription Licenses are replacing existing perpetual licenses being transitioned from an existing maintenance support order, the Subscription License Term starts on the start date specified on the order.

Subscription Licenses which are being added to the existing Subscription License Term are effective on the 1st day of the first month following Avaya's acceptance of the order for additional Subscription Licenses.

9 Invoicing

Invoicing is in advance at the frequency identified on the order form, either monthly or annually.

10 Avaya Subscription Material Codes and Pricing

Ordering and Invoicing

Customer shall order Subscription Licenses using the designated material codes provided by Avaya or its authorized Channel Partner. Each Subscription License bundle shall be invoiced based on the applicable bundle metric and the Software Subscription Term. All pricing is exclusive of applicable taxes, duties, and fees.

Release Identification and Pricing Adjustments

In addition to the material code for the UC or CC application being ordered, a second material code shall be included in the same quantity to identify the release version currently deployed in Customer's production environment. This release-specific material code shall be determined by Avaya based on Customer's install base records.

Pricing adjustments shall apply as follows:

- Release N: No pricing uplift shall apply.
- Release N-1: A pricing uplift of 20% shall apply to the Subscription License bundle.
- Release N-2 or Older: A pricing uplift of 40% shall apply to the Subscription License bundle.

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Disclaimers and Reservation of Rights
Avaya reserves the right to modify the definitions of release versions and associated pricing uplifts at its sole discretion, with prior written notice to Customer. Pricing adjustments are subject to change based on Avaya's release lifecycle policies and may be updated periodically. Customer is responsible for ensuring that its install base records are accurate and up to date to avoid incorrect pricing assessments.

11 Miscellaneous

Initial Set Up. Implementation and installation of the Subscription Licenses within the Customer environment are not included in the Subscription Fees. Avaya can provide those services as a separate engagement.

Architectural and Infrastructure Requirements. Customer is responsible for all architectural requirements to accommodate the number of Subscribed Licenses it orders at the desired capacity, and is responsible for the provision of all hardware, software, equipment and services for the deployment of such licenses.

Quantities increase. Customer may request additional Fixed Term Software Subscription licenses, beyond the quantity set out in the initial order, by providing Avaya with a 30 day advance written notice. Avaya may make such additional Fixed Term Software Subscription licenses available for use by Customer. If Avaya approves an increase of licenses, Avaya will increase the periodic billing in proportion to the number of additional software licenses requested by Customer at the then current price.

12 Renewal of Coverage

To assure continuity of service and availability of the licensed solutions, Avaya Subscription Licensing will automatically renew at the end of the term [for a similar term length at then current Avaya list pricing for the offer unless either party provides written notice of its intent not to renew such coverage at least 30 days prior to the renewal date end of Subscription License Term. If a customer is a direct Avaya customer located in the EU, the Subscription License Term will automatically renew for one 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 a shorter renewal term is required by local country laws or regulations, the Subscription License Term 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 customers of the same.

Changes to Subscription Licenses at renewal. Customer must notify Avaya at least 60 days in advance if Customer wants to modify the quantity or type of Subscription Licenses for the renewal term; otherwise, all contracted Subscription Licenses will be auto renewed as described in Paragraph 1. If, at the time of any renewal, the customer requests a change to (i) the quantity of Subscription Licenses for the renewal term; and/or (ii) the type of Subscription Licenses for the renewal term, then, Avaya will present a quote reflecting the changes. If in the event the Customer does not place the new order for the reflected quote prior to the end of the affected

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Subscription License Term, the Subscription Licenses will auto renew in accordance with the specific term specified in the initial Subscription License order.

Please note, Subscription Contracts with Overage entitlement will continue to access the Overage allowance with the current contract and future renewals so long as the renewal contract is completed on time without lapse and there is no reduction of UC or CC Subscription license count.

NOTE: Work Force Engagement bundles will not automatically renew as new license keys will need to be issued for a subsequent term and prices may be subject to change.

13 Termination

Accepted orders for Subscription Licenses are not cancelable but the Subscribed Licenses may be terminated as specified in this SLS.

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 100% of the remaining unpaid balance of the Subscription License Term.

For Customers that elect to migrate Subscription Licenses to the Avaya Infinity Cloud Service during the Subscription License Term pursuant to section 15 of this document, Avaya will waive the termination fees otherwise applicable to the termination of such licenses and associated bundled services.

14 Consequences of Termination

Upon termination or expiration of the Subscription License Term, Customer's right to use the affected Subscribed Licenses, and to receive all associated services, will terminate immediately and Customer will: (a) cease all use of the affected Subscribed Licenses and related Documentation; (b) in accordance with Avaya's instructions, irretrievably delete, deactivate, return and/or destroy any Subscribed Licenses installed or downloaded at the Customer site or on any of its devices or otherwise made available or accessible by Customer, as well as any related Documentation, or allow Avaya to do the same; (c) upon request, promptly certify compliance with the foregoing requirements by an authorized representative of Customer; and (d) pay Avaya all Subscription Fees due up until the date of termination. Upon Avaya's request, Customer will promptly provide the certification set forth in (c) to Avaya and acknowledges and agrees that Avaya may share the certification with its applicable licensors.

Terminated or expired Subscription Licenses may be subject to re-initiation fees.

15 Avaya Subscription to Infinity Cloud Migration

If Customer has Avaya Subscription Licenses, Customer may migrate any of such licenses to the Avaya Infinity cloud service, so long as: (a) Customer transacts a separate Avaya Infinity cloud service order for the equivalent (or greater) amount of cloud service metric units as the Subscription Licenses in that order; (b) the Avaya Infinity cloud service order meets the minimum number of agent seats, as described in the Avaya Infinity Service Description (or as otherwise mutually agreed to by the parties); (c) the Avaya Infinity cloud service subscription term in such order is at least as long as the current applicable Subscription License Term; and (d) Customer uses Avaya Store to transact the migration .

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Customers' access and use of the Avaya Infinity cloud service will be governed by Customer's separate cloud service order and Avaya's cloud service terms and conditions, including the Avaya Infinity Service Description.

Upon Avaya's termination of Customer's applicable Subscription Licenses, Avaya will cease billing Customer for such licenses. Customers' rights and obligations in relation to the terminated Subscription Licenses are described in Section 14 of this SLS.

If the migrating Subscription Licenses were prepaid, Avaya will make reimbursement to the party that placed the applicable Subscription License order with Avaya, which could be applied to Customer's Avaya Infinity cloud service subscription.

16 About this Document

This Subscription Licensing Supplement describes the Avaya Subscription Licenses for eligible software and supersedes all prior descriptions relating to Subscription Licensing.

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17 Glossary

- **Customer-** the entity that purchases the Subscription Licenses from Avaya, which may be an End User or as a channel partner for resale.
- **Documentation** - 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.
- **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.
- **Fixed Fee** - a recurring fixed subscription based fee payable by Customer to Avaya for the Fixed Term Software Subscription; "License Term" means the specific term for which subscription software licenses are granted.
- **Fixed Term Software Subscription** - a fixed quantity of Units of ssoftware 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.
- **Investment Protection Program Credits or IPP** – one time discount that is applied by Avaya to the Subscription Licensing fees that the Customer will pay during the Initial Term
- **Overage**- Avaya Subscription includes a Overage allowance which can be leveraged during the contract period and term without impact to the billing.
- **Packages**- the collection of software included within a single Subscription License. Packages are detailed in section Appendix A
- **Release**- Major or Innovation Release: A major change to the software that introduces new optional features and functionality. Major or Innovation Releases are typically designated as a change in the digit(s) to the left of the first decimal point (e.g., [n].y.z). The most current major release is defined as "N". "N-1" is defined as one release back. "N-2" defined as two releases back.
- **Service Agreement Supplement or SAS -** a document that describes the features, terms and conditions of an Avaya support services offer.
- **Service Description or SD –** Scopes of Work/SOW's or SAS's that describe the features, terms and conditions of an Avaya service offer.
- **Sold To Location-** The physical location where Avaya products and solutions are in use.
- **Subscription Fees** - any fees described in this Subscription License Supplement or an order for Subscription Licenses, including Usage Fees, Minimum Fee, and Fixed Fees
- **Subscription License(s) or Subscribed Licenses** – software licenses ordered by the Customer which are subject to a Fixed Term Software Subscription fee model providing the right to use the software for a defined period of time. Subscription License (s) are considered Products.
- **Subscription License Term** - the specific term during which the Subscription License(s) will be available for the End User's use. The length of the term shall be identified on the Customer order form and can be 1 year, 3 year or 5 year terms.
- **System** - a collection of UC and/or CC applications (single or geo data centers) connected to a Single Web License Manager System for licensing.
- **"Unit" –** the specific metric used by Avaya as the basis for pricing and invoicing of Subscription Licenses and related services. Unless otherwise specified , a single user license shall comprise a Unit.

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18 Appendix

Appendix A

Components	Employee Experience Packages			Customer Experience
	Essentials	Advanced	Ultra	Elite/AACC/Oceana
SUITE LICENSING				
Enhanced IPT/Analog License (NU,CU,SR)	Y	-	-	-
Advanced Suite License (NU,CU,SR)	-	Y	-	Y
Ultra Suite License (NU,CU,SR)	-	-	Y	-
MESSAGING (NU)	BASIC	ADVANCED	ADVANCED	ADVANCED
PRESENCE SERVICES (NU)		Y	Y	Y
SESSION BORDER CONTROLLER (CU,DS)	Y	Y	Y	Y
SESSION MANAGER (DS,NU,SR)	Y	Y	Y	Y
AVAYA AURA MEDIA SERVER (DS,CU)	Y	Y	Y	Y
Aura X for Zoom (NU)			Y	
Avaya Hybrid Cloud Office (NU)			Y	
UC Advanced Subscription User (NU,CU,SR)				Y
CC ELITE (CU)				Y
Desktop (CU, NU, DS)				Y
CALL MANAGEMENT SYSTEM (CU, DS, SR)				Y
EXPERIENCE PORTAL (CU, SR, DS)				Y

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Components	Employee Experience Attendant Console
Attendant Console	
Client User License (CU)	Y
Connection to External Databases (DS)	Y
Server License (CL)	Y
Geo Redundancy (DS)	Y

Components	Employee Experience Messaging Speech
Avaya Messaging	
Messaging Text to Speech (NU)	Y
Components	**Employee Experience** **Messaging Transcription**
Avaya Messaging	
Messaging Voice to Text (NU)	Y

	Digital	Digital Premium	
	Avaya Oceana	Avaya Oceana	Avaya Aura Contact Center
Email (CU,DS)	Y	Y	Y
Chat (CU,DS)	Y	Y	Y
SMS (CU,DS)	Y	Y	Y
Co-Browse (CU,DS)	-	Y	-
IM (CU,DS)	-	Y	Y
Video (CU,DS)	-	Y	Y

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Social (CU,DS)	**-**	**Y**	**Y**

	Oceana Add-ons
	Avaya Oceana
Additional Basic Supervisor (CU)	**Optional**
Advanced Reporting (CU)	**Optional**
Geographic HA (DS)	**Optional**

	AACC Add-ons
	AACC Add-ons
Additional Supervisor (CU)	**Optional**
Additional Announcement Port (CU)	**Optional**
Additional Dialog Port (CU)	**Optional**
Additional CC Device (CU)	**Optional**

	Call Back Assist
CBA	
CBA Base Server (DS,SR)	Y
CBA Additional Server (DS,SR)	**Y**
CBA Port License (CU)	**Y**

	Experience Portal
EXPERIENCE PORTAL	
AAEP PRODUCTION + DR PORTS (CU,SR)	**Y**
SIP SIGNALING + DR (CU)	**Y**
CALL CLASSIFICATION + DR (CU)	**Y**
AAEP MEDIA ENCRYPTION (CU)	**Y**

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AAEP EMAIL AND SMS + DR (CU, DS)	Y
DSS BASE SOFTWARE (DS)	Y
DSS PORT (CU)	Y
ORCHESTRATION DESIGNER (DS)	Y

	POM		
Proactive Outreach Manager			
APOM Base Outbound Port (CU)	Y	Y	Y
POM Add On's	Preview	Predictive	Digital
APOM PREVIEW Agents (CU)	Y	Y	-
APOM PROGRESSIVE Agents (CU)	-	Y	-
APOM PREDICTIVE Agents (CU)	-	Y	-
APOM DIGITAL SMS Channels (DS)	-	-	Optional
APOM DIGITAL Email Channels(DS)	-	-	Optional

	CTI Service
Application Enablement Services	
	AES Packages
AES Basic TSAPI (CU,DS)	
APPLICATION ENABLEMENT SERVICES	
AES ASAI (DS)	Optional
AES Advanced TSAPI (DS)	Optional
AES DLG (DS)	Optional
AES CVLAN (DS)	Optional

	ASBCE
ASBCE	
Standard Services to include HA	Y
Advanced Services to include HA	Y

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Room System X with HA	**Y**
CES with HA	**Y**
Transcoding SES with HA	**Y**

	ASBCE Premium
ASBCE	
ASBCE Premium	**Y**

	Avaya Aura® Administration Portal
System Administration	**Y**
MACD Administrative Portal	**Y**
Selfcare Portal	**Y**

	Avaya Aura® X Zoom Workplace
Avaya Aura® X Zoom Workplace	**Y**

Components	**Avaya Subscription**
	AEP Google Dialog Flow
Google Dialog Flow Connectors	
GOOGLE DLOGFLW CONN LIC FXD SUBS ADJLP	**Optional**
GOOGLE DLOGFLW CONN DR LIC FXD SUB ADJLP	**Optional**

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Components	Avaya Subscription CMS Connectors	
CMS Connectors		
ADMIN SYNC LIC	Included	R19
HIGH AVAILABILITY/SURVIVABLE DUAL ROLE LIC	Optional	R19
SURVIVABLE ADDITIONS LIC	Optional	R19
3RD PARTY REAL TIME SOCKET LIC	Optional	R19
ADMIN PAGING LIC	Optional	R19
AUX LOGGING LIC	Including	R19
BLUE PUMPKIN HISTORICAL LIC	Optional	R19
BLUE PUMPKIN RTA LIC	Optional	R19
CALABRIO HISTORICAL LIC	Optional	R19
CALABRIO RTA LIC	Optional	R19
COMBO HISTORICAL REAL TIME LIC	Optional	R19
ECH HANDLER LIC	Included	R19
GENERIC RTA LIC	Optional	R19
GEOTEL ICM REAL TIME LIC	Optional	R19
IEX HISTORICAL LIC	Optional	R19
IEX RTA LIC	Optional	R19
PAYROLL HISTORICAL LIC	Optional	R19
PIPKINS HISTORICAL LIC	Optional	R19
PIPKINS REAL TIME LIC	Optional	R19
TCS HISTORICAL LIC	Optional	R19
TCS RTA LIC	Optional	R19
UNLOAD HISTORICAL LIC	Optional	R19
WFO HISTORICAL LIC	Optional	R19
WFO RTA LIC	Optional	R19
AVAYA PROPRIETARY REAL TIME ADHERENCE LIC	Optional	R19
AVAYA PROPRIETARY REAL TIME SOCKET LIC	Optional	R19
AUX LOGGING MERGE LIC	Optional	R19
CMS R20 HR CONN LIC FXD SUBS ADJLP	Optional	R20
CMS R20 RT CONN LIC FXD SUBS ADJLP	Optional	R20
CMS R20 OTHER CONN LIC FXD SUBS ADJLP	Included	R20
CMS R21 HR CONN LIC FXD SUBS ADJLP	Optional	R21
CMS R21 RT CONN LIC FXD SUBS ADJLP	Optional	R21
CMS R21 OTHER CONN LIC FXD SUBS ADJLP	Included	R21

NOTE: Avaya grants Customer a license to use the Subscription Licenses in accordance with the terms of this SLS and the terms and conditions set forth in the Avaya Global Software License Terms, found at http://support.avaya.com/LicenseInfo or a successor site (sometimes referred to herein as the "EULA"). The license types (e.g., CU, DS, SR, etc.) mentioned in this Appendix A are defined in the EULA.

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