Avaya Termination Policy
Internal Use Only

JULY 21 2025 | VERSION 11.0

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Do not distribute to end-user customers.

1.0 Policy Description

This document defines the Avaya Termination Policy. Request to terminate Avaya contracts prior to the end of the agreed upon term are subject to termination fees unless termination fees are not specified in the applicable agreement or order under which the Avaya Services were purchased.

1.1 Termination Fees

Time Frame	Termination Fee Applicable
Contracts effective from 2/14/2022 to 07/21/2025	The Customer may terminate a Support Coverage Contract and/ or Subscription in its entirety during the Support Coverage Contract Term upon thirty (30) days' written notice subject to termination fees equal to 50% of the remaining balance of the Contract Term. Please refer to section 1.3 for applicable contracts.
Contracts effective from **07/21/2025** to current date	The Customer may terminate a Support Coverage Contract and/or Subscription in its entirety during the Support Coverage Contract Term upon thirty (30) days' written notice subject to termination fees equal to 100% of the remaining balance of the Contract Term. Please refer to section 1.3 for applicable contracts.

1.2 Termination Notification Requirements

In the United States and Canada, Avaya will accept cancellation request from the Customer or Channel Partner sent via email, letter, or the preferred method is a request submitted through the Avaya One Care Portal.

The Customer and Channel Partner are asked to include the following information:

- Date
- Company Name
- Company Address
- Name & title of notice sender
- Signature of notice sender
- Contact phone number for notice sender
- Site Address or Sold To's of locations where Customer is requesting maintenance be terminated

Email Address	mycontract@avaya.com
Mailing Address	Avaya 10600 S Pennsylvania Ave Ste 16-719 Oklahoma City, OK 73170
Fax	1-800-441-6371

Termination requests sold through the indirect channel should be submitted by either the Authorized Channel Partner or Distributor with whom Avaya contracted the support.

Additional information that must be submitted by the distributor for indirect or Support Advantage cancellations is:

- PO Number
- Contract Number
- Line Item Number (applicable if cancelling a specific line item or product type rather than the entire contract/order)
- Requestor Name and email address

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In the United States, Canada, CALA, EMEA and APAC Regions, the preferred method to request Terminations is through the Avaya One Care Portal:

http://onecare.avaya.com

1. Log in using your Avaya username and password
2. Ensure your view is Partner Support
3. Click on the Maintenance and Support Services Option
4. Select Cancel Maintenance for your region and then fill out the form and submit
5. Supporting documents/company request on letterhead can be attached to the form
6. Request will be actioned within 30 days of submission per the termination policy and any associated termination fee will be invoiced with the cancellation.

1.3 Applicable Contracts

The Termination Fees in this document are applicable to the Support and Subscription Contracts outlined in the table below.

Portfolio	Offers
Legacy Avaya	• Utility and Traditional - Remote Only - Remote Plus Parts - Full Coverage - Partner Support Services • Video Support Services • Hardware Coverage
Legacy Nortel	• PASS • Express • Direct • Retail
Support Advantage	• Essential Support • Preferred Support • Onsite Support • Parts
IP Office pre - 8.1	• Utility and Traditional o Remote Only o Remote Plus Parts o Full Coverage • Partner Support Services
IP Office 8.1 and newer	• IP Support Services • IPOSS
Managed Services	• Managed Services • Managed Operate

	• Managed Assist • PCMS
Advanced Services	• Service Delivery Manager • Dedicated Technician • Local Advantage • Release Management • Risk Management
Avaya Subscription	• All UC, CC and Application Subscription bundles

2.0 Modification or Waiver of Termination Fees

Any change or waiver of termination fees in an agreement needs approval from the Commercial Schedule of Authorizations through the request of a waiver.

In some cases, Termination Fees may be eligible for waiver in the event of:

1. A Government End User needs to terminate due to lack of funding.
2. Hardware reductions due to site closures.
3. Upgrading to new software or hardware where a new support contract is established.
4. Upgrading support coverage to a higher level of service.
5. Upgrading from existing on-premise software licenses to new cloud technology.

2.1 Requesting Waiver of Termination Fees

Use this process if the termination fee has **not yet billed** to the Customer.

The following steps must be completed by the individual requesting a waiver of termination fees:

Task	Actions	Notes
1	Determine whether termination fees are required per this policy and if so, the $ value.	
2	Business Partners will submit requests for termination fee waiver either via the Account Manager or the Channel Account Manager. The Business Partner or the Avaya team member may complete the CEC Term Fee Waiver worksheet. The CEC workbook may be obtained by submitted a request to coebackoffice@avaya.com.	
3	Requests are submitted by the internal Avaya team member as a case via Salesforce.com at the opportunity level. The CEC form must be attached.	
4	Salesforce.com will route the waiver request for approval to the proper approver following the Schedule of Authorization (SOA).	
5	When approval is received, the termination and the waiver approval must be submitted via onecare.avaya.com in order to terminate the contract.	

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2.2 Requesting an Adjustment of Termination Fees

The Standard Adjustments process followed if the termination fees **have already been billed** and the request is to approve the removal of the termination fees from the Customer's invoice.

This process is applicable to all channels; however, Avaya Partners cannot follow this process directly. Avaya Partners must submit their request through their Service Sales or Channel Account Manager.

1. Determine whether termination fees are required per this policy and if so, the $ value.
2. Business Partners will submit requests for termination fee adjustment either via the Account Manager or the Channel Account Manager. The Business Partner or the Avaya team member may complete the CEC Adjustment worksheet. The CEC workbook may be obtained by submitted a request to coebackoffice@avaya.com.
3. Requests are submitted by the internal Avaya team member as a case via Salesforce.com at the opportunity level. The CEC form must be attached.
4. Salesforce.com will route the adjustment request for approval to the proper approver for the adjustments schedule of authorization (SOA)
5. When adjustment approval is received, submit the adjustment request to the AVAYA CUSTOMER CARE CENTER via onecare.avaya.com

2.3 Definitions

- Annual Term: A 12-month term within a multi-year contract.
- Customer: Any end user customer, Reseller, Value Added Reseller, Distributor, Systems Integrator, or Service Provider buying support services or Subscription directly from Avaya.
- End-User Customer: The end user purchasing support coverage directly from a Partner.
- Partner: An authorized Avaya Reseller, Value Added Reseller, Distributor, Service Provider, or Systems Integrator partner.
- Contract Term: The total length of the contract, usually 1, 3, or 5 years.
- Termination Fees: Cancellation fees set forth in the agreement signed with the Customer.

3.0 Document History Log

Feb 14, 2022	10-15	Updated to include new policy effective to align with Avaya OneCloud Subscription for all Legacy Offers
Feb 26, 2024	10-15-1	Removed the section naming individuals within the SOA
21-July-2025	11.0	Updated 1.1 with termination fee increases from 50% to 100%, effective July 21, 2025. Included Subscription offers.

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