AVAYA SOFTWARE LICENSE TYPES
Version: February 2022

This document is part of and is governed by the Avaya Global Software License Terms ("Software License Terms"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Software License Terms.

Avaya grants the End User a license within the scope of the license types described below, with the exception of Heritage Nortel Software. Where the order or documentation does not expressly identify a license type, the applicable license will be a Designated System License as set forth below. The applicable number of licenses and units of capacity for which the license is granted will be one (1), unless a different number of licenses or units of capacity is specified in the documentation or other materials available to End User. "Designated Processor" means a single stand-alone computing device, such as, a CPU core or digital signal processing (DSP) core dedicated to the execution of the Software. "Server" means a set of Designated Processors that hosts (physically or virtually) a software application to be accessed by multiple users. "Instance" means a single copy of the Software executing at a particular time: (i) on one physical machine; or (ii) on one deployed software virtual machine or similar deployment. "Cluster" means a group of Servers and other resources that act as a single system.

a.   **Designated System(s) License (DS)**. End User may install and use each copy or an Instance of the Software only: 1) on a number of Designated Processors up to the number indicated in the order; or 2) up to the number of Instances of the Software as indicated in the order, Documentation, or as authorized by Avaya in writing. Avaya may require the Designated Processor(s) to be identified in the order by type, serial number, feature key, Instance, location or other specific designation, or to be provided by End User to Avaya through electronic means established by Avaya specifically for this purpose.
b.   **Concurrent User License (CU).** End User may install and use the Software on multiple Designated Processors or one or more Servers, so long as only the licensed number of Units are accessing and using the Software at any given time as indicated in the order, Documentation, or as authorized by Avaya in writing. A "Unit" means the unit on which Avaya, at its sole discretion, bases the pricing of its licenses and can be, without limitation, an agent, port or user, an e-mail or voice mail account in the name of a person or corporate function (e.g., webmaster or helpdesk), or a directory entry in the administrative database utilized by the Software that permits one user to interface with the Software. Units may be linked to a specific, identified Server or an Instance of the Software.
c.   **Cluster License (CL)**. End User may install and use each copy or an Instance of the Software only up to the number of Clusters as indicated on the order, Documentation, or as authorized by Avaya in writing with a default of one (1) Cluster if not stated.
d.   **Enterprise License (EN).** End User may install and use each copy or an Instance of the Software only for enterprise-wide use of an unlimited number of Instances of the Software as indicated on the order, Documentation or as authorized by Avaya in writing.
e.   **Named User License (NU).** End User may: (i) install and use each copy or Instance of the Software on a single Designated Processor or Server per authorized Named User (defined below); or (ii) install and use each copy or Instance of the Software on a Server so long as only authorized Named Users access and use the Software as indicated in the order, Documentation, or as authorized by Avaya in writing. "Named User," means a user or device that has been expressly authorized by Avaya to access and use the Software. At Avaya's sole discretion, a "Named User" may be, without limitation, designated by name, corporate function (e.g., webmaster or helpdesk), an e-mail or voice mail account in the name of a person or corporate function, or a directory entry in the administrative database utilized by the Software that permits one user to interface with the Software.
f.   **Shrinkwrap License (SR).** End User may install and use the Software in accordance with the terms and conditions of the applicable license agreements, such as "shrinkwrap" or "clickthrough" license accompanying or applicable to the Software ("Shrinkwrap License") as indicated in the order, Documentation, or as authorized by Avaya in writing.
g.   **Transaction License (TR).** End User may use the Software up to the number of Transactions as specified during a specified time period and as indicated in the order, Documentation, or as authorized by Avaya in writing. A "Transaction" means the unit by which Avaya, at its sole discretion, bases the pricing of its licensing and can be, without limitation, measured by the usage, access, interaction (between client/server or customer/organization), or operation of the Software within a specified time period (e.g. per hour, per day, per month). Some examples of Transactions include but are not limited to each greeting played/message waiting enabled, each personalized promotion (in any channel), each callback operation, each live agent or web chat session, each call routed or redirected (in any channel). End User may not exceed the number of Transactions without Avaya's prior consent and payment of an additional fee.