

Application PassThru Report

Software Release: AMS-[Avaya-Media-Server] Versions: 10.2.0

Release Date: 2024-11-11

Component Name: flexerasoftware:installanywhere

Component Version: 2010 Enterprise SP1

Pass Through Notice:

3. Also make sure that you post the MPEG LA notice on the support.avaya.com/Copyright site under the link for your Avaya Branded Product.

4. IV. PRODUCTION ROYALTIES:

Royalties shall be governed as per this Section IV and Section 4 of the Agreement, and according to the following fees.

There will be no royalties payable for Licensor Software (i) installed upon a non-active (or standby), redundant server, (ii) installed in a customer laboratory environment, (iii) installed for use as part of a customers trials or evaluations, (iv) installed in a Avaya environment and used internally for research, development, test purposes, or to provide support of the Avaya Products to End-Users, (v) provided as replacement to an End-User previously licensed to use the Licensor Software, and (vi) transferred from one End-User to another in conjunction with the transfer of an Avaya Product provided (a) the first End-User does not retain any portion of such Licensor Software, and (b) the second End-User enters into an End-User license agreement (vii) if accessed by Guest Users, or (viii) distributed to End Users but not activated. If access to an Avaya Product capabilities requiring the Licensor Software is controlled through the use of software keys or similar mechanism, then royalties, if any, will only accrue upon the delivery of such key to the End-User.

Server Production Licenses

Production Licenses (runtimes) for Infrastructure/Server applications applies to Licensor Software. The primary billable unit is the Server or Server Equivalent. This includes count of software installed on server blade, motherboard or virtual machine instance, in cloud (including hosted service), or dedicated applications.

Per Server pricing is determined based on cumulative number of servers shipped according to the table - See GSO for the tables and full language. In particular, please note:

*Production Licenses (runtimes) for End-User client software applies to Licensor Software, and includes activated desktop, kiosk, download softclient and are adjusted for and compiled for the platform end user oriented installations including in a virtual machine or in cloud (hosted service); provided, however, Avaya is only obligated to pay royalties for Per End User Production Licenses that are licensed by registered (or named) user accounts, where Avaya counts the units of registered (or named) user accounts or account capacity utilizing Licensor Software that are activated (Named Registered Users). For avoidance of doubt, the Per End-User Production License pricing does not apply to licenses that are distributed to End-Users but not activated or to individuals or devices that

may interact with End-Users or gain access to the Avaya Integrated Product but are not Named Registered Users (Guest Users). If Avaya wishes to offer product licenses for End-User clients under a concurrent or simultaneous user basis, the parties will negotiate in good faith a royalty for that model.;

5. Make sure that you've spoken to GSO to ensure the royalty tracking is in place for the Vanguard software on both the server and client.

6. No license fees are required for back-up servers.

7. For any SOWs, please make sure that you clearly identify any software that you want Avaya to own.

Component Name: Redhat Enterprise Linux

Component Version: 8.10

Pass Through Notice:

END USER LICENSE AGREEMENT RED HAT® ENTERPRISE LINUX® AND RED HAT APPLICATIONS PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING SOFTWARE FROM RED HAT. BY USING RED HAT SOFTWARE, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS END USER LICENSE AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS END USER LICENSE AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE THE RED HAT SOFTWARE. THIS END USER LICENSE AGREEMENT DOES NOT PROVIDE ANY RIGHTS TO RED HAT SERVICES SUCH AS SOFTWARE MAINTENANCE, UPGRADES OR SUPPORT. PLEASE REVIEW YOUR SERVICE OR SUBSCRIPTION AGREEMENT(S) THAT YOU MAY HAVE WITH RED HAT OR OTHER AUTHORIZED RED HAT SERVICE PROVIDERS REGARDING SERVICES AND ASSOCIATED PAYMENTS. This end user license agreement ("EULA") governs the use of any of the versions of Red Hat Enterprise Linux, certain other Red Hat software applications that include or refer to this license, and any related updates, source code, appearance, structure and organization (the "Programs"), regardless of the delivery mechanism.

1. License Grant. Subject to the following terms, Red Hat, Inc. ("Red Hat") grants to you a perpetual, worldwide license to the Programs (most of which include multiple software components) pursuant to the GNU General Public License v.2. The license agreement for each software component is located in the software component's source code and permits you to run, copy, modify, and redistribute the software component (subject to certain obligations in some cases), both in source code and binary code forms, with the exception of (a) certain binary only firmware components and (b) the images identified in Section 2 below. The license rights for the binary only firmware components are located with the components themselves. This EULA pertains solely to the Programs and does not limit your rights under, or grant you rights that supersede, the license terms of any particular component. 2.

Intellectual Property Rights. The Programs and each of their components are owned by Red Hat and other licensors and are protected under copyright law and under other laws as applicable. Title to the Programs and any component, or to any copy, modification, or merged portion shall remain with Red Hat and other licensors, subject to the applicable license. The "Red Hat" trademark and the "Shadowman" logo are registered trademarks of Red Hat in the U.S. and other countries. This EULA does not permit you to distribute the Programs or their components using Red Hat's trademarks, regardless of whether the copy has been modified. You may make a commercial redistribution of the Programs only if (a) permitted under a separate written agreement with Red Hat authorizing such commercial redistribution, or (b) you remove and replace all occurrences of Red Hat trademarks.

Modifications to the software may corrupt the Programs. You should read the information found at <http://www.redhat.com/about/corporate/trademark/> before distributing a copy of the Programs. 3.

Limited Warranty. Except as specifically stated in this Section 3, a separate agreement with Red Hat, or a license for a particular component, to the maximum extent permitted under applicable law, the Programs and the components are provided and licensed "as is" without warranty of any kind,

expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose. Red Hat warrants that the media on which the Programs and the components are provided will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to you. Neither Red Hat nor its affiliates warrants that the functions contained in the Programs will meet your requirements or that the operation of the Programs will be entirely error free, appear or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. This warranty extends only to the party that purchases subscription services for the Programs from Red Hat and/or its affiliates or a Red Hat authorized distributor.

4. Limitation of Remedies and Liability. To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media. To the maximum extent permitted under applicable law, under no circumstances will Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor and/or licensor has been advised of the possibility of such damages. In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.

5. Export Control. As required by the laws of the United States and other countries, you represent and warrant that you: (a) understand that the Programs and their components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) are not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, Iraq, North Korea, Sudan and Syria, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Programs to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorization(s); (d) will not use or transfer the Programs for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understand and agree that if you are in the United States and export or transfers the Programs to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understand that countries including the United States may restrict the import, use, or export of encryption products (which may include the Programs and the components) and agree that you shall be solely responsible for compliance with any such import, use, or export restrictions.

6. Third Party Programs. Red Hat may distribute third party software programs with the Programs that are not part of the Programs. These third party programs are not required to run the Programs, are provided as a convenience to you, and are subject to their own license terms. The license terms either accompany the third party software programs or can be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If you do not agree to abide by the applicable license terms for the third party software programs, then you may not install them. If you wish to install the third party software programs on more than one system or transfer the third party software programs to another party, then you must contact the licensor of the applicable third party software programs.

7. General. If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods. Copyright © 2010 Red Hat, Inc. All rights reserved. "Red Hat" and the Red Hat

"Shadowman" logo are registered trademarks of Red Hat, Inc. "Linux" is a registered trademark of Linus Torvalds. All other trademarks are the property of their respective owners.

Component Name: Vanguard H.264 codec

Component Version: v4

Pass Through Notice:

3. Also make sure that you post the MPEG LA notice on the support.avaya.com/Copyright site under the link for your Avaya Branded Product.

4. IV. PRODUCTION ROYALTIES:

Royalties shall be governed as per this Section IV and Section 4 of the Agreement, and according to the following fees.

There will be no royalties payable for Licensor Software (i) installed upon a non-active (or standby), redundant server, (ii) installed in a customer laboratory environment, (iii) installed for use as part of a customers trials or evaluations, (iv) installed in a Avaya environment and used internally for research, development, test purposes, or to provide support of the Avaya Products to End-Users, (v) provided as replacement to an End-User previously licensed to use the Licensor Software, and (vi) transferred from one End-User to another in conjunction with the transfer of an Avaya Product provided (a) the first End-User does not retain any portion of such Licensor Software, and (b) the second End-User enters into an End-User license agreement (vii) if accessed by Guest Users, or (viii) distributed to End Users but not activated. If access to an Avaya Product capabilities requiring the Licensor Software is controlled through the use of software keys or similar mechanism, then royalties, if any, will only accrue upon the delivery of such key to the End-User.

Server Production Licenses

Production Licenses (runtimes) for Infrastructure/Server applications applies to Licensor Software. The primary billable unit is the Server or Server Equivalent. This includes count of software installed on server blade, motherboard or virtual machine instance, in cloud (including hosted service), or dedicated applications.

Per Server pricing is determined based on cumulative number of servers shipped according to the table - See GSO for the tables and full language. In particular, please note:

*Production Licenses (runtimes) for End-User client software applies to Licensor Software, and includes activated desktop, kiosk, download softclient and are adjusted for and compiled for the platform end user oriented installations including in a virtual machine or in cloud (hosted service); provided, however, Avaya is only obligated to pay royalties for Per End User Production Licenses that are licensed by registered (or named) user accounts, where Avaya counts the units of registered (or named) user accounts or account capacity utilizing Licensor Software that are activated (Named Registered Users). For avoidance of doubt, the Per End-User Production License pricing does not apply to licenses that are distributed to End-Users but not activated or to individuals or devices that may interact with End-Users or gain access to the Avaya Integrated Product but are not Named Registered Users (Guest Users). If Avaya wishes to offer product licenses for End-User clients under a concurrent or simultaneous user basis, the parties will negotiate in good faith a royalty for that model.;

5. Make sure that you've spoken to GSO to ensure the royalty tracking is in place for the Vanguard software on both the server and client.

6. No license fees are required for back-up servers.

7. For any SOWs, please make sure that you clearly identify any software that you want Avaya to own.