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Avaya Avaya IP Office™

Subscription Licensing Supplement or “SLS”

Issue 3.0

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A. Overview Avaya IP Office™ Subscription Licensing

Avaya IP Office™ 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.

B. Software Eligible for Avaya IP Office™ Subscription

The Avaya IP Office™ Subscription offer includes an option for IP Office™, the Avaya Call Reporting solution and Avaya Contact Center Select. The Customer may choose from the following bundles:

Avaya IP Office™

- IP Office™ Telephony User (Basic)
- IP Office™ Telephony User Plus (Essential)
- IP Office™ Unified Communication User (Power)

Avaya Call Reporting

- Avaya Call Reporting Basic User
- Avaya Call Reporting Realtime agent
- Avaya Call Reporting Contact Center Agent
- Avaya Call Reporting WebChat Agent

Avaya Contact Center Select

- Avaya Contact Center Select R7.1+ Base Software
- Avaya Contact Center Select R7.1+ Voice Agent
- Avaya Contact Center Select R7.1+ Supervisor
- Avaya Contact Center Select R7.1+ Media Channel Agent
- Avaya Contact Center Select R7.1+ Report Creation Wizard
- Avaya Contact Center Select R7.1+ Open Queue Agent
- Avaya Contact Center Select R7.1+ Business Continuity

C. Support Coverage

Avaya IP Office™ Subscription License offer includes Avaya IP Office™ Support Services (IPOSS) in the per month pricing. IPOSS includes the following to protect your technology investment and optimize performance of your Avaya solution:

- 24x7 remote technical software and hardware support
- Access to the Avaya Support Website for software upgrades, updates, fixes, and security advisories

Avaya IP DECT and other terminal support, as well as Parts Replacement, are not included in the Avaya IP Office™ Subscription offer and would need to be purchased separately.

For more information on IPOSS offerings, please visit the Sales Portal at <https://sales.avaya.com/en/pss/ip-Office™-support-services> .

IP Office™ Subscription Licenses require IP Office™ release 11.1 or higher.

D. Avaya Spaces Service Entitlement

Each user or agent bundle is entitled to an Avaya Spaces user account during the Subscription License Term, where available. Avaya Spaces is a hosted offer and is not available in all geographies. If Avaya Spaces is not available in the geography where the Subscribed Licenses are purchased, then Customer is not entitled to receive it during the Subscription Term as part of the Subscription bundle. The Customer must register on <http://avayaspaces.com> to activate the service. The Avaya Spaces service is subject to the then-current Service Description.

E. Conversion of Perpetual Licenses to Avaya OneCloud™ Subscription Licenses

Customers have the flexibility to choose to deploy perpetual licenses or Subscription Licenses on each of their Avaya Employee Experience and Customer Experience system instances but cannot mix Subscription Licenses and perpetual licenses of the same type within the same System.

At the time of upgrade and conversion, the perpetual license quantity and type converted to Subscription Licenses 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 Customer shall return or destroy tangible editions of such perpetual licenses.

It is recommended that migrations of existing Avaya Call Reporting (ACR) perpetual licenses to Subscription Licenses be done at the annual anniversary of the Customer's support services contract. Should a Customer wish to migrate in the middle of the support services contract term, Customer should contact an Avaya account manager.

F. Supported Avaya IP Office™ 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. User Licenses are provisioned on the Avaya IP Office™ systems on a first come-first serve basis, no reservation. Subscription Licenses will not run on the same system as perpetual licenses. Systems in a Small Community Network (SCN) environment must all be licensed for users.

Some Examples:

- For IP Office™ IP500 V2 platforms, each system/node in an IP500 V2 Small Community Network (SCN) deployment must be licensed for users on that node.
- System A has 50 users, and System B has 40 users: each system/node will require users to be licensed within the SCN
- Customer systems that are discrete and not networked together may have a system with subscription licenses and the other distinct system with perpetual licensing
- For a Server Edition deployment, the Primary server needs to support licensing; expansion systems on the network will be provide licensing from the Primary server.

Avaya Subscription Licensing is not supported with IP Office™ Basic Edition or with IP Office™ branch deployments with AURA.

G. New and Add/Expansion

Products available to be purchased using the Subscription Licensing model are subject to Avaya's Product Lifecycle Policy found at <https://downloads.avaya.com/css/P8/documents/100081098>.

H. Subscription License Term Start Date

The Subscription License Term for the Subscription Licenses will be deemed to be activated and the “Order Start Date” will begin the first day of the month following the subscription activation from Customer Requested Date (CRD) on the Purchase Order in the Avaya Channel Marketplace. 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.

Additional Subscription Licenses being added to an existing Subscription License Term are added to the Subscription Term effective on the 1st day of the month following Avaya’s acceptance of the order for additional Subscription Licenses. There are no additional processing charges to add licenses.

I. Invoicing

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

Unless otherwise specified by Avaya, invoicing will be monthly in arrears. Avaya will issue a separate monthly invoice per subscription per Customer.

J. 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 on a Fixed Term Software Subscription basis. Pricing is quoted exclusive of taxes and fees.

K. 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.

L. 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 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 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 shorter renewal terms are 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 customer of same.

M. Termination/Order cancellation

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 50% of the remaining balance of the Subscription License Term. Termination fees are payable within thirty (30) days from the effective date of termination.

N. 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.

O. About this Document

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

P. 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 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.
- **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.
- **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.