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Avaya OneCloud™ Subscription Licensing Supplement

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A. Overview Avaya OneCloud™ Subscription Licensing

Avaya OneCloud™ 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 and Pay-per-Usage based subscriptions.

B. Software Eligible for Subscription

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

| OneCloud™ Experience | License Packages | License Add-Ons |
|----------------------|---|--|
| Employee Experience | Basic Core Power | AES TSAPI BASIC and DMCC- 3 rd Party CTI** Attendant Speech to Text Text to Speech |
| Customer Experience | Basic Agent Digital Agent Digital Premium IVR Call Back Assist Proactive Outreach Manager CRM Connector* Workspaces for Salesforce* Workforce Engagement Contact Recording Quality Management Workforce Management | Advanced AES- ASAI, DLG CVLAN and TSAPI Advanced* Advanced Analytics Advanced Desktop Analytics Speech Analytics including Transcription Speech Analytics (Advanced) Multilingual Agents Real Time Speech Analytics Add On Customer Feedback Interaction Data Export Manager Data Center Redundancy N+N CR Redundancy |

*no overage entitlements

** limited overage entitlements

Overage entitlement: Many Avaya OneCloud™ Subscription Licensing bundles include a 20% overage above the contracted number of units of Subscription Licenses. 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-terminous with their existing Avaya OneCloud™ Subscription Licensing order. (Bundles identified by an asterisk do not include any overage entitlement. Bundles identified by a double asterisk: CTI (TSAPI BASIC

and/or DMCC) do not include coverage for perpetual licenses the customer currently has when converting their existing installed base into Subscription. Customers are entitled to coverage for any new/additional 3rd party CTI purchased as part of the Subscription.)

**

C. Support Coverage

All Avaya OneCloud™ Subscription Licensing bundles 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 at

<https://downloads.avaya.com/css/appmanager/css/P8Secure/documents/101062743>

D. Conversion of legacy licenses

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

<https://downloads.avaya.com/css/P8/documents/100081098>

E. 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 Spaces is not available from the seller 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, Subscription Services Terms and the Terms of Use set forth on the Avaya Spaces website, a copy of which is available at:

<https://support.avaya.com/helpcenter/getGenericDetails?detailId=C2009223142629795043>

F. Conversion of Perpetual Licenses to Avaya OneCloud™ 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. Avaya perpetual licenses surrendered as part of a conversion to Subscription Licensing may receive Investment Protection Program credits. 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.

End Users will receive a credit 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 do not extend past the first Subscription License Term.

Perpetual license quantity and type chosen to convert to Subscription Licenses will be deleted from the Avaya End User record of perpetual licenses at the time of upgrade and conversion. 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.

G. Supported Avaya OneCloud™ 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. 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 1000 Core Suite Subscription Licenses and deploy 150 Avaya Elite Introductory Agent as Subscription Licenses.
- Within a System a customer may choose to deploy Core Suite with 1000 Core Suite Subscription Licenses and deploy 150 Avaya Elite Introductory Agent as perpetual licenses.
- Within a System a customer may **not** choose to deploy Core Suite with 1000 Core Suite Subscription Licenses and deploy 150 Core Suite as perpetual licenses.
- A customer may deploy one System with 2000 Core Suite Subscription Licenses and a second distinct system with 1000 Core Suite as perpetual licenses.

H. New and Add/Expansion

Do we mean: 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>

I. Term

The "**Subscription License Term**" for Subscription License(s) is 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.

Subscription License Term options include 1 year, 3 year or 5 year terms.

J. Subscription License 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:

- 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 on the earliest of the date when Subscription Licenses (i) features are enabled, (ii) is 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, term will commence on the first day of the second month following the order of the Subscription Licenses.

K. Conversions to Subscription Licensing:

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.

Additions to an existing Subscription License Term:

Subscription Licenses which are being added to an 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.

L. Invoicing

Invoicing is in advance at the frequency identified on the order form. Monthly or annual in advance invoicing options are available.

M. Pricing and Product Subscription Material Codes

Subscription Licenses are ordered and invoiced using specific material codes provided by Avaya or the Channel Partner. Pricing will be provided per Subscription License Bundle for the specific Bundle metric, and based on the length of the Software Subscription Term. Pricing Is quoted exclusive of taxes and fees.

N. 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 Licenses 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.

NOTE: OEM-3rd party Products will not automatically renew as new license keys will need to be issued for next term and price may be subject to change.

O. Termination

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 unpaid balance of the Subscription License Term; provided, that the following special termination terms apply to subscriptions for Workforce Engagement bundles: Customer may terminate a subscription for Workforce Engagement bundles in their entirety during the Subscription License Term upon thirty (30) days' written notice exercisable at any time after the first 28 months of the subscription term and subject to termination fees equal to 60% of the remaining unpaid balance of the Subscription License Term.

In no case will any prepaid fees be credited due to a contract terminated for convenience.

P. About this Document

This Subscription Licensing Supplement describes the Avaya Subscription Licenses for eligible software and supersedes all prior descriptions relating to Subscription Licensing. In the event of a conflict between this Subscription Licensing Supplement and the Subscription License Terms in the Customer's purchase agreement with Avaya, the terms and conditions of this Subscription Licensing Supplement will control.

Q. Glossary

- **Packages**- the collection of software included within a single Subscription License. Packages are detailed in section Appendix A
- **Customer**- the entity that purchases the Subscription Licenses from Avaya, which may be an End User or as a channel partner for resale.
- **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.
- **Subscription License(s)** – software licenses ordered by the Customer which are subject to either a Fixed Term Software Subscription and/or a Pay-per-Use Software Subscription fee model providing the right to use the software for a defined period of time.
- **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.
- **Pay-per-Use Software Subscription** - a variable 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 pay per use basis. Pay-per-Use Software Subscriptions require customer deployment and use of Usage Metering.
- **System** - a collection of UC and/or CC applications (single or geo data centers) connected to a Single Web License Manager System for licensing.
- **Usage Metering** – define....

Appendix A

| Components | Avaya OneCloud UC Packages | | | Avaya OneCloud CC Packages |
|---|----------------------------|-----------------|-----------------|----------------------------|
| | Basic | Core | Power | BASIC CC |
| SUITE LICENSING | | | | |
| Enhanced IPT/Analog License (NU,CU,SR) | Y | - | - | - |
| Core Suite License (NU,CU,SR) | - | Y | - | Y |
| Power 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 |
| EQUINOX CONFERENCING (NU,CU,SR,DS) | | | Y | |
| SPACES | ESSENTIAL | BUSINESS | POWER | BUSINESS |
| | | | | |
| UC Core 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 |
| NU = Named User CU = Concurrent User SR = Shrink Wrapped DS= Designated Server | | | | |