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Avaya OneCloud™ Subscription Licensing Supplement or “SLS”

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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 based subscriptions.

B. Software Eligible for Subscription Licensing

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*	Advanced AES- ASAI, DLG CVLAN and TSAPI Advanced* Advanced Analytics
Workforce Engagement	Contact Recording Quality Management Workforce Management Workforce Optimization	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 Licensing. Customers are entitled to coverage for any new/additional 3rd party CTI purchased as part of the Subscription Licensing.) **

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 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,

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 result in 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.

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.

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

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. 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, the term will commence on the first day of the second month following the order of the Subscription Licenses. 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.

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.

J. Invoicing

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

K. 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 Subscription License bundle metric and based on the length of the Software Subscription Term. Pricing is quoted exclusive of taxes and fees.

L. 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.

M. 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.

NOTE: WorkForce Engagement bundles will not automatically renew as new license keys will need to be issued for a subsequent term and prices may be subject to change.

N. 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; 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 balance of the Subscription License Term.

Prepaid Subscription Licenses fees are not refundable but may be used to offset applicable termination charges for the Subscribed Licenses being terminated.

O. 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.

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.

R. 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.
- **Investment Protection Program Credits or IPP** – one time discount that is applied by Avaya to the Subscription Licensing fees that the Customer will pay during the Initial Term
- **Packages**- the collection of software included within a single Subscription License. Packages are detailed in section Appendix A
- **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.

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

Components	Employee Experience
	Attendant Console
Attendant Console	
Client User License (CU)	Y
Connection to External Databases (DS)	Y
Server License (CL)	Y
Geo Redundancy (DS)	Y

Components	Employee Experience
	Messaging Speech
Avaya Messaging	
Messaging Text to Speech (NU)	Y
Components	Employee Experience
	Messaging Transcription
Avaya Messaging	
Messaging Voice to Text (NU)	Y

Components	Customer Experience Package		
	Digital	Digital Premium	
	Avaya Oceana	Avaya Oceana	Avaya Aura Contact Center
Email (CU,DS)	Y	Y	Y
Chat (CU,DS)	Y	Y	Y
SMS (CU,DS)	Y	Y	Y
Co-Browse (CU,DS)	-	Y	-
IM (CU,DS)	-	Y	Y
Video (CU,DS)	-	Y	Y
Social (CU,DS)	-	Y	Y

Components	Customer Experience
	Oceana Add-ons
	Avaya Oceana
Additional Basic Supervisor (CU)	Optional
Advanced Reporting (CU)	Optional
Geographic HA (DS)	Optional

Components	Customer Experience
	AACC Add-ons
	AACC Add-ons
Additional Supervisor (CU)	Optional
Additional Announcement Port (CU)	Optional
Additional Dialog Port (CU)	Optional
Additional CC Device (CU)	Optional

Components	Customer Experience Package
	Call Back Assist
CBA	
CBA Base Server (DS,SR)	Y
CBA Additional Server (DS,SR)	Y
CBA Port License (CU)	Y

Components	Customer Experience Package
	Experience Portal
EXPERIENCE PORTAL	
AAEP PRODUCTION + DR PORTS (CU,SR)	Y

SIP SIGNALING + DR (CU)	Y
CALL CLASSIFICATION + DR (CU)	Y
AAEP MEDIA ENCRYPTION (CU)	Y
AAEP EMAIL AND SMS + DR (CU, DS)	Y
DSS BASE SOFTWARE (DS)	Y
DSS PORT (CU)	Y
ORCHESTRATION DESIGNER (DS)	Y

Components	Customer Experience Package		
	POM		
Proactive Outreach Manager			
APOM Base Outbound Port (CU)	Y	Y	Y
POM Add On's	Preview	Predictive	Digital
APOM PREVIEW Agents (CU)	Y	Y	-
APOM PROGRESSIVE Agents (CU)	-	Y	-
APOM PREDICTIVE Agents (CU)	-	Y	-
APOM DIGITAL SMS Channels (DS)	-	-	Optional
APOM DIGITAL Email Channels(DS)	-	-	Optional

Components	Use with IX Workplace or IX Contact Center	
	CTI Service	
Application Enablement Services		
AES Basic TSAPI (CU,DS)		Y
AES DMCC Full (CU,DS) (entitles a Basic UC service)		Y

Components	Avaya OneCloud™ Subscription	
	AES Packages	
APPLICATION ENABLEMENT SERVICES		
AES ASAI (DS)		Optional
AES Advanced TSAPI (DS)		Optional
AES DLG (DS)		Optional
AES CVLAN (DS)		Optional

NOTE: Avaya grants Customer a license to use the Subscription Licenses in accordance with the terms of this SLS and the terms and conditions set forth in the Avaya Global Software License Terms, found at <http://support.avaya.com/LicenseInfo> or a successor site (sometimes referred to herein as the “EULA”). The license types (e.g., CU, DS, SR, etc.) mentioned in this Appendix A are defined in the EULA.