



## **Channel Partner Compliance Policy for Avaya Software License Terms for End Users**

### **Business Strategy and Policy**

Avaya provides a software license to End User customers in accordance with Avaya's End User License Agreement (the "EULA" or "Software License Terms") and in accordance with its contractual relationship with its Channel Partners. Pursuant to these agreements, all Channel Partners are required to extend the applicable Software License Terms to the End User. By ensuring such terms are in place with the End User, the Channel Partners enable Avaya to protect its intellectual property and ensure proper warranty coverage for the End User.

To comply with this Policy and their contractual obligations, Channel Partners must:

- Communicate the applicable software license type(s) to the End User;
- Communicate to and obtain End Users' **written** acceptance of the Avaya Software License Terms prior to or upon accepting the applicable order from the End User (e.g., by including such Terms in the Channel Partner's agreement with the End User or by having the End User execute a separate document evidencing acceptance of such Terms);
- Not accept from End User any limitations on End User's liability for violations of Avaya's software license and intellectual property rights; and
- Maintain copies of each End User agreement to such Terms and provide to Avaya a copy of the same upon request.

Avaya has the right to audit compliance with these terms.

**Channel Partners may lose discounts, rebates, certifications and other benefits in accordance with the terms of the Avaya Connect program if they fail to comply with these obligations.**

In addition, if a Channel Partner fails to comply with these contractual requirements, it may be (1) subject to immediate termination of its commercial agreement with Avaya for breach of such requirements; (2) required to indemnify Avaya (without a cap) for any resulting damages suffered for its failure to comply with these obligations; and (3) the End User may not have rights to use the licensed materials and may be subject to claims for copyright infringement or other damages.

### **Channel Partner Compliance**

Partners should review their commercial contractual relationships with their End Users, and ensure that they are in compliance with the terms of their agreement and this policy. In particular, they must ensure they have a written acceptance and keep copies of such written acceptance to Avaya's Software License Terms from all End Users. For example, the following language or something similar may be incorporated into such commercial agreements: *"End User agrees to comply with and be bound by the Avaya Software License Terms, attached hereto and incorporated herein by reference."* Partners then attach the appropriate terms to their End User agreement. Another alternative would be to affix a signature block appropriate for your country and local legal requirements at the bottom of the applicable Avaya Software License Terms and have an authorized signatory of the End User sign as indicated. The signature block must be

legally effective to bind the End User to the License Terms, as described in the Partner's commercial agreement. Here are some example signature blocks:

A:

<b>CUSTOMER AGREES TO THE TERMS OF THIS LICENSE :</b>	
<b>AUTHORIZED SIGNATURE :</b> _____	
<b>PRINTED NAME :</b> _____	<b>DATE :</b> _____
<b>CUSTOMER (COMPANY NAME) :</b> _____	<b>PHONE :</b> _____
<b>AVAYA RESELLER NAME :</b> _____	

B:

In witness whereof, the undersigned intending to be legally bound accepts and agrees to the terms specified herein.

**AGREED TO AND ACCEPTED BY:**

**CUSTOMER LEGAL NAME**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

C:

**ACKNOWLEDGED AND AGREED THIS [ ] DAY OF [ ] FOR AND ON BEHALF OF  
THE LEGAL ENTITY NAMED BELOW:**

**CORPORATE ENTITY NAME**

[ ]  
Director: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

The version and type of written acknowledgment you select will depend on your particular contractual relations with your End User customers and your local law requirements. Avaya provides the sample signature blocks above simply as an example of typical attestation clauses found, and what you actually use to bind your End User Customers to the EULA will vary. Please seek independent legal advice to ensure the option(s) chosen suit your needs and legal requirements.

Current versions of the Software License Terms are posted at:  
<http://support.avaya.com/LicenseInfo> or a successor site designated by Avaya.

If you have any questions, please contact your Channel Manager.

### Change History

Author	Description	Date(dd/mm/yy)
Teri Caraffa	Revisions to update terminology	September 2010
Laura Jones	Revisions to clarify examples of compliance	November 2010
Nancy Scott	Revisions to clarify examples of compliance	12/1/2010

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