 *This Subscription Licensing Supplement will be updated frequently. Please ensure you have downloaded the latest version.*

Subscription Licensing Supplement – Fixed Term

Issue 1.0

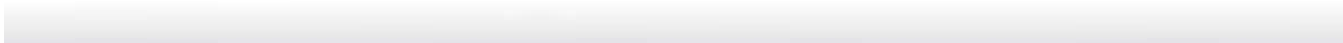
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1.0 About this Document

This Subscription Licensing Supplement describes Avaya's Subscription Licensing for eligible software and supersedes all prior descriptions relating to Subscription Licensing. This document is an attachment to the Customer's Commercial Agreement with Avaya. In the event of a conflict between this Subscription Licensing Supplement and the Customer's Commercial Agreement with Avaya, the terms and conditions of the Subscription Licensing Supplement will control.

1.1. General Definitions in this document

- **Customer-** the entity that purchases the Subscription Licenses from Avaya, be it as an End User (as defined below) 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 Licensing Supplement** – The Avaya Subscription Licensing Supplement describing Subscription Licensing.
- **Subscription Licensing**
 - **Fixed Term Subscription**
 - Includes software licenses, future upgrade entitlements and support
 - Fixed Term Subscription Licensing fees are invoiced in advance on a recurring basis. Payment of such fees gives the End User the right to use the Subscription Licenses for a specific, limited period of time. The amount paid each period is independent of the End User's actual usage.
 - Since invoicing is not based on usage, metering (tracking) of use is not required.
 - The invoices for Fixed Term Subscription Licensing does not include any software or hardware associated with the infrastructure such as servers. Subscription Licensing fees do not cover server fees, Open Virtual Appliance (OVA) fees, or any other software not offered by subscription

While reasonable efforts have been made to ensure that the information in this Subscription Licensing Supplement is complete and accurate, Avaya assumes no liability for any errors. Avaya reserves the right to make changes and corrections to the information in this Subscription Licensing Supplement without prior notice. Notwithstanding the foregoing, Avaya will endeavor to provide Customer with thirty (30) days prior notice for any material changes to this Subscription Licensing Supplement.

2.0 Avaya Subscription Licensing

The Avaya Team Engagement and Customer Engagement portfolios include selected Avaya software licenses that are available on a subscription basis.

Avaya Subscription Licensing is available for systems at or upgrading to the then current software release (Example: Aura R7) and future major software releases.

Subscription Licensing is offered in bundles at a per license subscription price and includes:

- Eligible software Licensing
- Upgrade Advantage (UA)
- Support Advantage (SA) Preferred

2.1. Avaya Software Available by Subscription

Team Engagement Subscription License offers:

- Avaya Aura® R7 Core User Suite
- Avaya Aura® R7 Power User Suite
 - Minimum 100 users; Any mix of Core or Power Suite
- Avaya SBCE (ASBCE) a la carte Licenses Standard, Advanced, Transcoding, CES and the associated HA licenses for Avaya Aura® (No minimum)
- Avaya Aura® Media Service Channels (No minimum)

Customer Engagement Subscription License offers:

- Avaya Assisted Suite (Elite/Elite MC / CMS / 1X Agent)
 - Minimum 10 initial subscription license order
- Avaya Automated Suite (Avaya Aura® Experience Portal AAEP)
 - Minimum 10 initial subscription license order
- Avaya Breeze™ Suite (no minimum)
- Oceana & Oceananalytics

2.1.1. Other Software Licenses, Hardware and Services

All other generally available software not listed in Section 2.1 above shall continue to be licensed by Avaya only on a perpetual basis.

This includes, but is not limited to:

- Software licenses sold a la carte
- Software Open Virtual Appliance (OVA)
- Software System Licenses

Hardware is not part of Subscription Licensing and must be ordered and purchased in accordance with Customer's purchase agreement with Avaya. This includes servers, gateways, phone devices etc.

Implementation and Avaya Professional Services are not part of Subscription Licensing and must be ordered and purchased in accordance with the Customer’s purchase agreement with Avaya.

2.2. Term and Invoicing

- The term of a **Fixed Term Subscription** is the period of time, in one year increments, during which the Subscription Licensing will be available for the End User’s use. The length of the term will be identified on the Customer order form. Unless renewed, at the end of the initial order term all rights granted to Customer over the Subscription Licenses shall immediately terminate and Customer must return or destroy all terminated Subscription Licenses in Customer’s possession.
 - Term shall be expressed in 1 year increments up to 5.
 - Early Termination fees will apply if the order is terminated prior to the ordered term.
- **Invoicing** shall always be in advance. The invoicing frequency will be identified on the order form.
 - Monthly or annual advance invoicing are available.

2.2.1 Subscription Start Date

Subscription Licensing will commence and be chargeable as follows:

- If Avaya sells and installs the Subscribed Licenses directly, term will commence on the date Avaya notifies the Customer that the Subscribed Licenses are installed according to specifications.
- If Avaya sells the Subscribed Licenses directly, but does not install the Subscribed Licenses, term will commence on the earlier of the date when Subscribed License/s (i) features are enabled, (ii) is downloaded to the target processor or (iii) is physically delivered to the End User premises.
- If the Subscribed Licenses are purchased through an Avaya channel partner (including Support Advantage Retail), regardless of what company installs the Subscribed Licenses, term will commence on the first day of the second month following the order of the Subscription Licenses.

2.3. Supported Subscription License Transactions

Subscription Licenses are offered for the most current release system (Avaya Aura® R7 and beyond). 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 all or a mix of Perpetual licenses and Subscription Licenses on each of their system instances.

- *For Example* a customer may choose to deploy Core Suite with 500 Perpetual as a baseline and 1000 Core Suite subscription and also deploy 150 Avaya Assisted Suite (Elite/Elite MC / CMS / 1X Agent) in Subscription only.

2.3.1. New and Add/Expansion

Subscription Licensing is supported in both the Team Engagement UC and Customer Engagement CC offers for New Licenses and Add/Expansions.

2.3.2. Conversion of Perpetual Licenses to Subscription Licenses

Conversion of Perpetual licenses, into Subscription is supported in the Team Engagement UC offer as part of an upgrade to R7. To be eligible for conversion Perpetual licenses have to be under a current contract for Avaya provided maintenance support. At the time of an upgrade, paid or entitled through UA/SS+U or SRS Pass+, End Users may choose to convert some or all of their perpetual licenses into Subscription Core and Power Suites. Pre-R7 Avaya Session Border Controller for Enterprise (ASBCE) a la carte licenses may also be upgraded and converted to subscription if desired.

End Users will receive a credit for the quantity of perpetual licenses converted to Subscription Licenses based on type of transaction (like-for-like or upgrade/uplift to a higher level license) and status of the license

- Current – A license that carries Maintenance Support and UA, SS+U or SRS Pass+
- Legacy – A license that carries Maintenance Support but is a paid upgrade to R7

Credits are applied to the price of the Subscription License for the initial term of the Subscription License. If the initial term of the Subscription Licenses is extended, the licenses will be renewed as subscription. Conversion credits do not extend past the first subscription term.

Perpetual license quantity and type chosen to convert to Subscription Licenses will be deleted from the End User record of perpetual licenses at the time of upgrade and conversion. All rights granted by Avaya under these perpetual licenses shall immediately terminate upon conversion and Customer must return or destroy such perpetual licenses.

UC or CC systems already with perpetual licenses on R7 may not convert to Subscription at this time, but new Subscription Licenses may be ordered.

3.0 Pricing and Product Subscription Material Codes

Subscription Licensing is ordered and invoiced using specific material codes. Pricing will be provided per license type per user based on the Subscription Fixed term.

4.0 Upgrade Advantage

Upgrade Advantage (UA) is included as part of the Subscription fee. The Upgrade Advantage Service Description/Service Agreement Supplement is available upon request.

5.0 Services and Support

Subscription Licensing includes Support Advantage (SA) Preferred as part of the Subscription fee offer price. Support entitlements are contingent upon meeting the requirements and fulfilling the Customer responsibilities as defined in the Service Agreement Supplement. These include but are not limited to completion of product registration, providing connectivity and meeting coverage requirements to avoid fragmentation. The Support Advantage Preferred Service Description/Service Agreement Supplement is available upon request.

6.0 General

6.1 Renewal of Coverage

Subscription Licensing will automatically renew at the end of the term for 1-year term lengths 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.

6.2 Re-initiation of Lapsed Coverage

A re-initiation fee will apply to reinstate Subscription Licensing after the Subscription License term has expired. The applicable re-initiation fee will be invoiced and payable with the first invoicing of the new coverage. Avaya's Support Re-initiation Policy is available upon request.

Note:

1. The re-initiation fee is subject to change at any time.
2. Re-initiation fees are not discountable.
3. Subscription Licenses, along with support and upgrade entitlements, are not available the day after the expiration date of the Subscription term.

6.3 Termination

The Customer may terminate a subscription upon thirty (30) days written notice subject to termination fees equal to the Subscription Licensing Fees for the remainder of the Subscription Term.