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**Policy Title:** Entitlement Management for Channel Partners  
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**Target Audience:** QSC Sales/Channel Partners  
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**Purpose:**

This Policy applies to QSC channel partners, including dealers and distributors, when they purchase QSC's licensed software products. This Policy outlines the types of actions that may apply to the management of software Entitlement as defined below. Reference is made to the QSC Master Channel Partner Agreement ("Agreement") between QSC, LLC ("QSC") and the channel partner ("Partner"), as defined in the Agreement. Capitalized terms used but not otherwise defined in this Policy have the meanings ascribed to them in the Agreement. Partner is responsible for ensuring compliance with all QSC Policies.

**Software License Generation:**

An **Entitlement** is a record of the purchased service and licensed rights under which a customer is entitled to. This may include the licensed product, quantity, features, date of activation, and conditions in which the licensed rights can be exercised. Once the product is invoiced, Entitlement is available for activation by a dealer/integrator or resale by the distributor. An entitlement management system ("EMS") is integrated into QSC's Licensing Partner Portal ("QLPP") as the tool for assigning and managing license keys. QSC provides Partner training and access to the QLPP for those who are authorized to sell QSC licensed products.

**Access to QLPP:**

Partner can access the QLPP through a single sign-on ("SSO"). Authorized users may view, split or transfer entitlements in QLPP.

**Split/Transfer of Entitlement:**

Partner may elect to purchase QSC licensed products in multiple or bulk quantity. This may require an action to split or transfer the entitlement in QLPP in total or in part between a dealer/integrator or to an end user. Dealer/integrator may only do a split or transfer to an end user. Once the entitlement is assigned to an end user, it can be activated via the Q-SYS web licensing form.

**License Rehosting:**

Partner may rehost a license if the Q-SYS Core is within QSC's manufacturer warranty period. If a Q-SYS Core is out-of-warranty and is non-functional, any software licenses associated with the Q-SYS Core will expire with the hardware. Partner is required to contact QSC's Technical Support to request a Return Material Authorization ("RMA"). Rehosting is performed by QSC's Technical Support through the Q-SYS Core web-interface.

**License Replacement:**

If a software license fails to recover due to a Q-SYS Core failure, Partner should contact QSC's Technical Support to request a replacement license. QSC's Technical Support will make every attempt to recover existing license keys and assist the customer to remedy the situation.

**Request for Duplicate License Key for Disaster Recovery:**

An end user may require duplicate sets of license keys for their disaster recovery hot sites. QSC requires an email or statement to the QSC Sales Manager from the end user to fulfill this type of request. The statement must acknowledge that the duplicate license key will be used for disaster recovery purpose only.

**Modifications:**

This Policy may be modified by QSC at any time in its sole discretion, which shall become effective immediately.