

Avaya's Manufacturer Support Policy

Effective September 30, 2007

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Minimum Term for Manufacturer Support

The following outlines Avaya's current policy regarding the availability of Manufacturer Support for Hardware and Licensed Software. Capitalized terms used in this document shall have the meanings set forth in the "Definitions" section of this policy.

Hardware

- Manufacturer Support will be available for Hardware products for a minimum of three (3) years following the End of Sale Date for the product.

Licensed Software

- For Licensed Software identified by Avaya on Attachment A, Avaya shall provide Manufacturer Support for the last Minor Release or Update of the current Major Release and the last Minor Release or Update within the one prior Major Release. For example, when software release 8.0 becomes generally available, Avaya will provide Manufacturer Support for software release 8.0 (considered the last Minor Release or Update of the current Major Release) and also for the latest dot release of software release 7.x (the last Minor Release or Update within the prior Major Release) until such time as software version 9.0 becomes generally available. At the same time, when software version 8.0 becomes generally available, Manufacturer Support will no longer be provided for software release 6.x (assuming that it has been at least one year after the End of Sale Date of release 6.x).
- At a minimum, for all Licensed Software (including, but not limited to, the Licensed Software identified on Attachment A), Manufacturer Support for the last Minor Release or Update of a Major Release shall continue for one (1) year following the End of Sale Date of the Major Release. For example, if Avaya discontinues general availability of release 7.x as of January 1, 2008, Avaya will continue to make available Manufacturer Support for the last Minor Release or Update of release 7.x through December 31, 2008.

Terms of Manufacturer Support

Manufacturer Support will be available either directly from Avaya or through a service provider at then current-prices and under then-current terms and conditions. Avaya maintenance agreements typically will be available until the end of availability of Manufacturer Support, although Avaya may choose to extend the availability of certain maintenance offers beyond the Manufacturer Support period.

This Manufacturer Support policy does not pertain to products branded as products of third parties, including those that Avaya resells.

Avaya will continue to honor previously executed service contracts in accordance with the terms and conditions of those agreements.

Avaya is not responsible for any support or maintenance commitments made by Avaya Authorized BusinessPartners or other service providers.

Avaya reserves the right to amend or change the above Manufacturer Support Policy at its sole discretion, at any time, or with such minimum notice period provided by local laws. The Manufacturer Support Policy shall not be interpreted to create any contractual obligation by Avaya to provide maintenance or support to any specific customer or Avaya Authorized BusinessPartners.

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Definitions

The following terms shall have the meanings ascribed to them below:

“Critical Problem” means a problem that, as determined by Avaya, results in an inoperable system with no workaround, a problem causing high severity security issues, and/or a problem that causes substantial unrecoverable data loss. Examples include no dial tone, recurrent system restart or reboot resulting in significant loss of service to the customer, or loss of service and major disruption in a critical system resource.

“End of Sale Date” means the last date that a product is commercially available to the general public from Avaya. Generally this date is established by prior notice via Avaya's public web site, or other means deemed appropriate by Avaya.

“End of Support Date” means the date on which Avaya will no longer provide Manufacturer Support for the product.

“Hardware” means the standard hardware products that Avaya delivers under its commercial sales agreements. The term “Hardware” includes firmware that is embedded in the Hardware product and is integral to its operation (e.g. the TN2302AP IP Media Processor). “Hardware” does not include any customized deliverables that Avaya creates specifically for the customer on a time & materials basis or on a milestone basis.

“Licensed Software” means the software programs in object code form that Avaya delivers under its commercial sales agreements, whether as stand-alone products or pre-installed on Hardware. Licensed Software does not include any firmware nor any customized deliverables that Avaya creates specifically for the customer on a time & material basis or on a milestone basis.

“Manufacturer Support” means the availability through Avaya or an Avaya authorized service provider of Service Packs or Patches to fix product problems, and any applicable support notes, when and if any of the foregoing becomes available from Avaya. Critical Problems are addressed through delivery of Patches. Non-Critical Problems are addressed through delivery of Service Packs. In most circumstances and at Avaya's sole discretion, upgrades to the latest Minor Release or Update version of the Licensed Software will be required before application of the applicable Patch or Service Pack in order to address the Non-Critical or Critical Problem. Manufacturer Support with respect to Hardware means the availability through Avaya or an Avaya authorized service provider of Hardware replacement parts. Such replacement parts may be provided, as deemed appropriate by Avaya, through product substitutions or refurbished parts. At Avaya's sole discretion, Avaya may also make available directly or through an Avaya authorized service provider updates to product documentation and other web-based information as part of Manufacturer Support.

“Major Release” means a major change to the Licensed Software that introduces new features and functionality. A Major Release is typically designated as a change in the digit(s) to the left of the first decimal point (e.g. [n].y.z).

“Minor Release” means a minor change to the Licensed Software that introduces a limited amount of new features and functionality. A Minor Release is typically designated as a change in the digit(s) to the right of the first decimal point (e.g. n.[y].z).

“Non-Critical Problem” means a problem with the Hardware or Licensed Software which, as determined by Avaya, is not classified as a Critical Problem. Non-Critical Problems include, but are not limited to,

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incorrect system operation, or a limited problem that does not cause loss of service or loss of critical customer data.

“Patch” means an update to the Licensed Software typically providing error corrections provided between Major Releases, Minor Releases and Service Packs to address Critical Problems that cannot be resolved through application of the latest Service Pack or latest Major or Minor Release of the Licensed Software.

“Service Pack” means an update to the Licensed Software typically containing fixes for Non-Critical Problems and Critical Problems and which typically include cumulative fixes from prior Patches and Service Packs. Service Packs generally follow a predictable delivery schedule.

“Update” means a minor change to the Licensed Software that typically introduces maintenance corrections only. An Update is typically designated as a change in the digit(s) to the right of the second decimal point (e.g. n.y.[z]) representing a re-release of the corrected Licensed Software version, or an issue(s)-specific correction provided in the form of a Patch, Service Pack or other maintenance release.

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Examples

Examples

The following table provides product-specific examples of the Manufacturer Support that would be provided pursuant to this policy.

Product	Policy Category	Policy Manufacturer Support	End of Sale Date	End of Support Date	Comments
8410D Digital Telephone	Hardware	3 Years	4/5/04	4/5/07	
G600 Media Gateway	Hardware	3 Years	12/15/05	12/15/08	
Communication Manager 1.x	Licensed Software	Current Major Release and last Minor Release within the Previous Major Release	2/8/04	01/16/06	CM 3.0 became GA on 6/13/05. However, at Avaya's discretion, the support period for CM 1.x was extended 7 months beyond the GA date of the latest Major Release.

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ATTACHMENT A

Licensed Software

- Application Enablement Services (AES)
- ASG Guardian Security
- Broadcast Server Application
- Call Center
- Call Management System (CMS)
- Communication Manager (CM)
- Communications Process Manager
- Computer Telephony (CT)
- Conferencing
- Converged Network Analyzer
- Customer Interaction Express
- Dialog Designer
- Distributed Office
- Event Processor
- Integrated Management Suite
- Interaction Center
- Intuity Audix LX
- IP Agent
- IP Office
- IP Office Applications
- IP Softphone
- Interactive Response
- Modular Messaging
- MultiVantage Express
- Proactive Contact

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- Quick Edition
- SIP Enablement Services
- Softconsole
- Text Messaging Application
- Voice Portal
- VPN