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Offer Definition

OnAvaya TM - Google Cloud Platform 1.1.1

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Offer Definition

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| Kendrick Lau | Product Management, Order Management, | |
| | Documentation, Training, Lab Engineers, Sales | |
| | Engineers | |

| CHANGE CONTROL RECORD | | | | |
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1 About this Document

This Offer Definition is intended for channel partners, distributor-product managers, sales, engineering, order management, documentation and training personnel. This document serves as a comprehensive guide for partner and distributor readiness to successfully introduce OnAvayaTM - Google Cloud Platform R1.1 (the "Service"). This is an Avaya branded unified communications and contact center service that is comprised of Avaya's IP OfficeTM (IPO) and Avaya's IP OfficeTM Contact Center (IPOCC) software hosted through use of Google Cloud Platform. Avaya's offer will be referred to as "OnAvaya". This Offer Definition further explains the Service, and is intended for use only by Avaya authorized Resellers (Tier 1 or Tier 2) and Distributors, (individually, "Partner" and collectively, "Partners") in the United States ordering and/or reselling the Service.

"Distributors", when used herein, shall refer to Avaya authorized distributors. Distributors can resell the Service to Resellers, as defined herein.

"Resellers", when used herein, shall refer to resellers who are authorized by Avaya to purchase through Distributors (Tier 2) or to purchase directly from Avaya (Tier 1). "All Partners", when used herein, shall refer to a grouping of the above two terms, specifically Distributor, and Reseller.

While reasonable efforts have been made to ensure that the information in this Offer Definition 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 Offer Definition at any time. Further, the roadmap information contained herein is provided for informational purposes only and is not a commitment or an obligation to deliver any product, product feature, or software functionality. Avaya reserves the right to make changes to the content and timing of the service presented herein.

1.1 Non-Disclosure

The Avaya non-disclosure processes will be followed for any documentation and information being released to the end customer or any type of Partner personnel not covered by a contract with Avaya prior to GA.

1.2 Geographical Scope

The Service is currently only be available to the US market. As such, this document and any information refers specifically to the US Theater.

2 About OnAvayaTM – Google Cloud Platform

OnAvaya – Google Cloud Platform is an Avaya unified communications and contact center as a service (SaaS) offering that is comprised of Avaya's IP OfficeTM (IPO) and Avaya's IP OfficeTM Contact Center (IPOCC) software hosted through use of Google Cloud Platform. Avaya's offer will be referred to as "OnAvaya" in the rest of this document.

OnAvaya is hosted by Avaya through the use of the Google Cloud Platform. Avaya reserves the right to change, at any time and at its sole discretion, the cloud platform environment used by Avaya for hosting.

Avaya is sold in a Wholesale Go-To-Market approach.



OnAvaya is offered through Partners to customers in the United States of America (U.S.) market only. In the future, other markets may be reviewed by Avaya, at its sole discretion, on a business priority basis based on legal, regulatory, and opportunity size.

Avaya manages the OnAvaya service, including hosting the IPO and IPOCC instances in the Google Cloud Platform.

This offer is targeted for current Avaya Partners and a limited subset of new partners, including Google partners, provided they first become Avaya Partners. In order to buy or resell the Service, Google partners who are not currently Avaya Partners will need to first enter into contracts with Avaya authorizing them to become Avaya Partners, execute the amendments described in Section 4.6.9 of this Offer Definition, and be correctly certified and obtain the appropriate sales and/or implementation authorizations for this Service.

The Service supports cloud customers requiring 10 to 250 agents including the OnAvayaTM client. With the maximum of 250 agents configured, the Service can also provide additional UC service for a further 1000. Call recording is supported for all configured Contact Center agents.

This solution includes the following:

- IP OfficeTM (9.1.x): A highly modular hybrid solution that provides sophisticated real-time collaboration and unified communications for businesses. Information content on IPO 9.1.x can be found at the following URL: https://sales.avaya.com/en/pss/ip-office-release-9.1-sales-toolkit?view=info or such other URL as Avaya may provide.
- <u>IP Office TM Contact Center (9.1.x)</u>: To deliver a multichannel experience to end customers. Information content on IPOCC 9.1.x can be found at the following URL: https://sales.avaya.com/en/pss/ip-office-contact-center or such other URL as Avaya may provide.
- <u>A1S Cloud Services (A1S Cloud)</u>: To provide a central resource for quoting, ordering, and management for all Avaya offers.
- Operations Support Services (OSS): To provide license management and renewal via an enhanced secure interface to A1S Cloud; and to enable users to administer and track licenses via new User-friendly Interface.
- Partners can purchase Chrome devices (Chromebooks, Chromeboxes, ChromeBases) and Plantronics headsets from alternative sources. Chrome devices and Plantronics headsets are not available from Avaya.
 Specifications for Chrome devices can be found in section - Operating Environment Requirements.
- "Google Services" as used in this Offer Definition means the Chrome Management Console (CMC) for
 Business and Education Services provided by Google to an end customer or as described at the following
 URL: https://support.google.com/chrome/a/answer/1289314?hl=en, or such other URL as Google may
 provide, and provided by Avaya as part of certain Service bundles. This is further detailed in Section 2.7
 below

2.1 Service Model

End to end support is expected to be provided for this Service to its customers through a combination of the Partner and Avaya...



Two types of Service models will be available to Partners that want to build a business with OnAvaya.

- 1) Sales-focused Partner: in this model, Partners will be responsible for selling the service, bundling the key components of the service (e.g., securing SIP trunk and billing engine) and providing a basic level of Day 2 service support focused on managing the customer relationship and accepting customer support requests. Other Day 2 services will be provided by Avaya. Partners that want to be Sales-focused partners are only required to achieve the Sales certifications required for this service.
- 2) Sales and Service Partner: in this model, the Partner will be responsible for additional Day 2 services, including Level 1 and Level 2 support that does not require Avaya's involvement. In order to perform this model, the Partner will be required to obtain both Sales certifications as well as Implement certifications for IP Office and IPOCC (if the customer requires contact center services).

The below table depicts the end-to-end support expected for Partners working with OnAvayaTM, as well as their responsibilities.

| Type of Partner | Pre-Sales | Implementation & Configuration | SIP Trunking | Support |
|---------------------------------|-------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| Sales- focused Partner | Partner with Avaya, including Sales Incubation Team and OnAvayaDesign team (where Partner | Provided by Avaya at a cost | Partner responsibility Requires SIP trunking partner with Avaya DevConnect SIP certification | T1 (basic): Provided by Partner T1- T4: Provided by Avaya |
| Sales & Implement Partner | requests configuration from Avaya) | Partner responsibility, OR Provided by Avaya at a cost | | T1-T2 (basic): Partner responsibility T2 (Product)-T4: Provided by Avaya |

2.2 Pre-Sales

Pre-sales activity for this Service is expected to be performed by the Partner. If the partner needs any assistance in this area, then the Partner can work with Avaya's Midmarket Cloud Incubation Team (OnAvayaSales@avaya.com) to accomplish any pre-sales tasks. Pre-sales tasks include, but are not limited to, requirements-gathering, demo delivery for customers, free-trial setup and discovery/design services. If you need assistance, please contact your Channel Account Manager and/or OnAvayaSales@avaya.com.

2.3 Implementation & Configuration

All Partners are responsible for ensuring that the end customer's Service is implemented and configured correctly.

In the case that Partners need assistance with implementation and configuration, Partners are expected to submit a request for remote support. To order remote implementation services, call 1-866-282-9267 + PIN or send an e-



mail to <u>OnAvayaDesign@avaya.com</u>. Avaya will provide a SOW with pricing and may include a one-time customization fee and an estimated timeframe with an hourly rate.

2.4 SIP Trunking and Surrounding Services

All Partners are responsible for providing SIP trunking for the Service, whether through their own service or an Avaya-recommended SIP trunk provider. Recommended vendors are available upon request.

At the Partner's sole cost, Distributors or Tier 1 Partners may bundle surrounding services like SIP trunk for PSTN connectivity, calling plans, on-site support, internet access, etc into their offer to the end customer. All Partners, and not Avaya, will own the end customer relationship, and at their own cost will bill the end customer for the Service and any surrounding services they add.

2.5 Support

All Partners, as applicable, are expected to provide the first line of support to the end customer, or more specifically, Tier 1 support. This includes, but is not limited to, issue identification and isolation, basic functionality Q&A, and general troubleshooting.

Avaya is solely responsible for providing Tier 2 to Tier 4 support for All Partners, and may provide Tier 1 support at a price. For more information, please refer to Section 10.

2.6 Product Authorization

Product Authorization is dependent upon what All Partners expect to provide for the Service. It is further detailed in Section 11.

2.7 Google Services

The Google Services license is an optional choice and is not required to be bundled when selling the Service. That is, a Partner can resell the Service without the Google Services license.

The Google Services license cannot be sold as a standalone. If the Partner is reselling the Google Services license, it must be bundled with the Service for use on a Chrome device.

If required the Google Services license is included only with the Voice Agent and Supervisor Agent licenses, but **not** with the Telephony User and UC User licenses. *See* Section 4.3.

A Google Services license will enable the end customer to manage their Chromebooks through the Chrome Management Console:

- Track Chromebook assets
- Pre-install and block apps on Chromebooks
- Manage Certificates
- Create groups
- Control access
- Configure network access
- Customize features



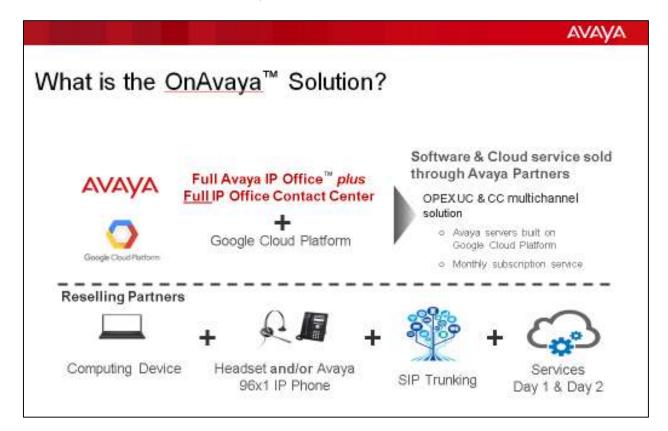
The license duration for the Google Services license will be as specified by Google in the Google Services welcome letter sent by Google to the end customer and subject to the Google online terms of service (Google TOS). The Google Services licenses that are bundled with the Voice Agent and Supervisor Agent licenses are assigned to a dedicated end customer and may not be re-used or re-allocated by Partner for a different end customer. Partners will inform end customers or, in the case of Distributors, Distributors will require Resellers to inform end customers that the end customer will be presented with the Google TOS, and each end customer must accept the Google TOS prior to using the Google Services. Partner will not accept the Google TOS on behalf of end customers.

The Google Services may not be resold on a standalone basis, and may only be resold as part of a bundle with the Service. All Partners must sign the Google Services Amendment as set forth in Section 4.6.9 of this Offer Definition. The Google Services Amendment prevails over the Terms of Use for Hosted Services, this Offer Definition, and Partner's agreement with Avaya in the event of an express conflict.



3 What is OnAvayaTM?

Pictured below is an overview of the OnAvayaTM cloud solution.





3.1 Key Features Delivered

OnAvaya – Google Cloud Platform includes both UC and CC capabilities delivered as a service (see exhibits below).

| | Telephony User | UC User |
|----------------------------------------------------------------------------------------------------------------|-------------------|----------|
| Broad Endpoint Selection (IP, Digital, Analog, DECT/Wireless, | ~ | V |
| Digital Endpoints | V | V |
| Analog Endpoints | V | V |
| Mobile Endpoints (including VoIP) | V | V |
| Softclients (Windows, Mac, iOS, Android, WebRTC) | V | V |
| Basic Telephony Features (make, receive, hold, transfer, voicemail) | V | V |
| Advanced Telephony Features (Park, Page, IVR, hunt groups, ACD, voicemail to e-mail, single #, auto attendant) | V | V |
| Secure Remote Worker | V | V |
| Call Recording | V | V |
| Ad-hoc meet me conferencing | V | V |
| Scheduled audio conferencing | | V |
| Web Collaboration | | V |
| Desktop Application Integration (Lync, Outlook) | | V |



| Web Application Integration (SFDC, Google, O365, web-page) | ✓ |
|-------------------------------------------------------------------------------------------------------------------------|----------|
| Rich Desktop UC (IM/P, telephony, directory, conference controls, call recording, visual voicemail) | V |
| Rich Tablet UC (IM/P, Telephony, directory, visual voicemail) | ~ |
| Rich Mobile UC (IM/P, Telephony, directory, conference controls, call recording, visual voicemail, location based svcs) | ~ |
| High Availability (Voice, Voicemail, UC) | ~ |

OnAvaya also offers the following capabilities provided to end customers with OnAvayaTM:

- Multichannel experience introducing email and chat capabilities on all UIs
- Support for multiple media channels, including a user interface (UI) on Microsoft Windows, a Chrome UI for Chrome OS devices, and a web interface supported on multiple browsers with Windows and Mac
- Integration with Avaya Contact Center Wallboard
- Out of the box CRM connectors for SFDC and SAP
- Installation and administration simplification
- Quoting enhancements to A1S Cloud
- License management and UI enhancements to OSS
- Contact Recorder as an orderable option for TE-only solutions now
- Multi-year terms are now available when ordering OnAvaya

For more descriptions of these new capabilities, please refer to the Offer Definition for IPO, IPOCC, and A1S Cloud Services.



3.2 OnAvaya Solution Components

The following product components are included in the Service.

| Product Component | Release |
|-----------------------------|---------|
| IP Office | 9.1.x |
| IP Office Contact Center | 9.1.x |
| A1S Cloud Services | |
| Operations Support Services | |
| WebLM (integrated with OSS) | |

3.2.1 A1S Cloud Services (A1S Cloud)

OnAvayaTM will feature integration with A1S Cloud Services (formerly known as Avaya One Source Cloud) to provide a central resource for quoting, ordering, and billing for all Avaya offers.

The A1S Cloud Services portal is the commercial interface through which the Partner requests quotes, enters orders and retrieves billing data. The A1S Cloud Services portal includes a web portal that the partner will be able to login to in order to execute the above mentioned tasks. The A1S Cloud Services portal will communicate in the back-end with the OSS in order to execute orders (triggering the spin up of an IPO and/or IPOCC instance). OnAvaya 1.1 will include the following enhancements to A1S Cloud Services:

- Enhanced quoting and ordering options that also include the multi-channel agent
- Adding a quoting option for non-CMC bundled versions of Agents and Supervisors

3.2.2 **Operations Support Services**

Operations Support Services (OSS) provides license management and renewal via an enhanced secure interface to A1S Cloud and enables users to administrate and track licenses via a new User friendly Interface.

Avaya will host one instance of the OSS platform to serve all its partners. The OSS instance will be hosted in the Google Cloud data center and will be managed and maintained by Avaya. The OSS will be responsible for spinning up the UC and CC instances, collecting usage data on the instances and providing appropriate license files to the Service required for its operation and based on the number of users that are ordered.

The OSS instance will include an instance of WebLM. The Web License Manager (WebLM) is a long-standing component of the Avaya license control strategy.

OnAvaya 1.1 will include the following enhancements to Operations Support Systems:

- Secure connection to A1S which enables better license management
- New product user interface (UI)
- License renewal functionality



3.3 Target Customers

The Service is targeted to address end customers who are small to mid-market enterprises with a contact center requirement between 10 to 250 CC agents. OnAvayaTM can support up to 1,250 UC users. A future release or feature pack may, at the sole discretion of Avaya, update the solution to also target customers of the same size that do not have CC operations but want to take advantage of UC features.

These target end customers span multiple vertical market segments and lines of business but are characterized by a common desire to:

- 1. Move from a CAPEX payment model to an OPEX utility payment model
- 2. Leverage a hosted service provider to handle technology deployment and ongoing operations of the IPOCC solution

End customers can realize the following benefits:

- The richness of functionality offered by the Avaya IP OfficeTM and IP OfficeTM Contact Center
- The quality of Avaya support both in terms of the hosted service support and the underlying product support
- The robustness of the Google Data Center

The end users of the Service are no different from the end users of on-premise-based Avaya IPO/IPOCC solutions and the use of the technology is not significantly different from a traditional CPE deployment. However, please pay attention to the capacity restrictions in this document and restrictions on use to ensure the end customer will be best suited with a hosted solution as this option is not best for every customer considering IPO and IPOCC.

4 Service Details

Distributors and Tier 1 Partners will need to submit a Purchase Order (PO) for each new end customer order.

To use the OnAvayaTM WebRTC softphone for Agents, a UC User license must be included.

This Service does provide standalone IPO service up to the capacity limits in section 7.2.

Licenses associated with the Service are tied to a particular end customer. Licenses tied to one end customer may not be re-used or re-allocated by Partner for a different end customer.

Key pricing and cost attributions for the Service include:

- Existing APM MPG (9P) used for discounting
- Medal status APM discounts apply
- Support services as described in Section 10 managing the Cloud environment
- Service upgrades (if and when available)

4.1 Free Trial Period

Partners will have the option to start the Service with a 30-day free trial, provided that the applicable Distributor or Tier 1 Partner and Avaya have first executed the Hosted Service Amendment to its Partner agreement, as



detailed later in Section 4.6.9. A1S Cloud Services will allow one free trial per end customer (no free trial in case of renewal).

The Google Services is not included in the free trial and is added when the Partner converts to the paid Service. All Partners selling the Service bundled with the Google Services license will need to sign the Google Services Amendment (see Section 4.6.9) directly with Avaya before commencing with the paid Service.

Distributors and Tier 1 Partners will be able to request conversion of a free trial into a paid Service by updating the order in the A1S Cloud Services portal, changing its status from free trial to paid Service. The conversion will take place at the end of the 30 days of free trial if requested. If no conversion is requested, then the service will be disconnected. During the free trial, the system functionality will be limited to 20 users. Partners will be required to configure the service for the free trial or purchase (on a non-refundable, non-cancellable basis) as per the Avaya RICS service described in Section 4.3 below. The limit is removed when moving to the paid Service. Distributors and Tier 1 Partners will be e-mailed notification on activation of the free trial period and Avaya will email Distributors and Tier 1 Partners 15 and 25 days prior to completion of the trial to convert to a paid service.

4.2 Customer Data Storage

Avaya will store current customer data directly associated with the Service – this includes end customer configuration data, voicemail, call logs, recording of calls captured by end customer through the call recording feature – which we refer to as "Customer Data". Avaya has no responsibility or liability for the loss or deletion of the Customer Data, or failure to store the Customer Data.

Avaya will take frequent backups of the Customer Data. The planned frequency for these backup is daily. These backups are intended to be used by Avaya solely for the purpose of performing system recovery in case of failure.

Avaya will provide a maximum of 500GB of storage per end customer for the call recording feature.

Partner must, directly or indirectly, inform end customers that it is their responsibility to periodically export data to a data repository maintained by the end customer.

4.3 Fees

The Service is billed on a monthly subscription basis and uses the following material codes (which may change at Avaya's discretion). List Prices are available via the Avaya Global Product and Pricing Catalogue (GPPC), at www.avaya.com/ebizn or such successor site as designated by Avaya.

| Material Code | Description |
|------------------|----------------------------------------------------------------|
| 381796 | ONAVAYA IP OFFICE CONTACT CENTRE VOICE AGENT SUBSCRIPTION |
| 381797 | ONAVAYA IP OFFICE CONTACT CENTRE MULTI-CH AGENT SUBSCRIPTION |
| 381798 | ONAVAYA IP OFFICE CONTACT CENTRE SUPERVISOR AGENT SUBSCRIPTION |
| 381799 | ONAVAYA IP OFFICE TELEPHONY USER SUBSCRIPTION |
| 381800 | ONAVAYA IP OFFICE UNIFIED COMM USER SUBSCRIPTION |
| 381806 | ONAVAYA IPO TELE 3RD PTY ENDPT SUBS |



| Material Code | Description |
|------------------|-----------------------------------|
| 389303 | ONAVAYA IPO UC 3RD PTY ENDPT SUBS |

*IMPORTANT -UC users are required for Agent and Supervisor profiles to enable the OnAvayaTM client.

Avaya will bill Distributor and Tier 1 Partner for the Service. Included in the monthly subscription fee for the Service are support services as detailed in this Offer Definition in section 10.

4.4 Setup for Each New End Customer Installation

Setup for each new end customer installation provides the instance creation in the cloud within the Google Cloud Platform environment for IPO and IPOCC. This covers the initial configuration of the instances to generate alarms, automating the daily back-ups, and onboarding each instance for continued monitoring and support services for the contract term.

4.5 Remote Implementation and Configuration Services

Avaya provides implementation and configuration services at a price for Partners who cannot or are not certified to support their end customer through the implementation process. This price is variable and will be formalized through a Scope of Work (SOW). If needed, Partners are encouraged to submit a request for remote implementation services prior to submitting their order to allow for adequate resource assignment, which will ensure timely delivery.

To order remote implementation services, call 1-866-282-9267 + PIN or send an e-mail to OnAvaya Support at onavayasupport@avaya.com. Avaya will provide a SOW with pricing and may include a one-time customization fee and an estimated timeframe with an hourly rate.

4.6 SERVICES TERMS

4.6.1 **Term of Service**

The minimum **Initial Service Order Duration** required is one month and it will automatically continue under the terms of the then current offer definition by one month duration(s) for the a period of 12 months, 24 months, or 36 months from the Order Start Date (defined in Section 4.6.3 below) unless Avaya is notified through A1S Cloud Services of its desire not to renew no later than 2 business days before the renewal date. For administration purposes, a 12-month, 24-month, or 36-month PO will be required; however if the Distributor or Tier 1 Partner does not elect to renew with the foregoing, the order will be deemed to be terminated. If Distributor or Tier 1 Partner and Avaya elect to renew the Service after the 12 month, 24-month, or 36-month PO duration, the Service may be renewed under the terms of then-current Service Offer Definition on a monthly basis by submitting a PO for another twelve month period(s) ("**Renewal Service Order Duration**"). The **Service Order Duration** shall collectively be the Initial Service Order Duration and any Renewal Service Order Duration (see Section 4.6.4, below), unless terminated earlier in accordance with the terms herein. The Service is cancellable pursuant to the cancellation terms is stated in Section 5.



4.6.2 **Minimum Order Quantity**

For each end customer, a minimum order quantity of 10 Agents (including supervisors) and 10 UC Users are required for the Service.

4.6.3 Service Activation and Order Start Date

The Service will be deemed to be activated and the Order Start Date for an end customer will begin when Avaya notifies the Distributor or Tier 1 Partner that this Service is ready to be used by the Distributor or Tier 1 Partner. Avaya will endeavor to email the Distributor or Tier 1 Partner notification that the Service has been activated within 2 business days of the Customer Request Date, as entered in the Partner's order.

4.6.4 Renewals

At the end of the 12 month, 24-month, or 36-month initial PO period, if Avaya and Distributor or Tier 1 Partner mutually agree to renew the Service for a particular end customer, Distributor or Tier 1 Partner will need to place another 12 month, 24-month, or 36-month PO with Avaya, which is required for administrative purposes. Avaya reserves the right to change the pricing for renewal periods at the start of the Renewal Service Order duration; the Service terms governing any renewal period will be set forth in the then-current Offer Definition and unless otherwise stated in the then-current Offer Definition, pricing will be valid for the duration of the 12 month renewal period. Avaya will endeavor to email the Distributor or Tier 1 Partner 30 days, 15 days, and 1 day prior to the Service duration end date of the original twelve (12) month PO.

4.6.5 Billing

Billing for the Service will be done on a monthly basis in arrears. Billing Start will be a minimum of ten (10) working days after the Customer Requested Date (CRD). The first invoice for a given Service will be issued one (1) month after Billing Start. Avaya will issue a separate monthly invoice per end customer.

If remote support (Implementation & Configuration - section 2.3) is needed, it is important to submit that request in advance of placing your OnAvaya order in the A1S Cloud Services portal so you are given an Implementation / Configuration Start Date to set your CRD date in the A1S Cloud Services portal when you place your order. (i.e. Set CRD in A1S Cloud Services portal to Implementation / Configuration Start Date provided by Avaya Design Services). Doing this ensures your service is fully operational and handed over to you before Billing Start ten (10) working days after your Customer Requested Date (CRD).

"User" as used herein refers to the specific metrics used by Avaya as the basis for the pricing and invoicing for licenses for this Service that are ordered from Avaya by Distributor or Tier 1 Partner. The types of User licenses include Voice Agent, Supervisor Agent, Telephony Users and Unified Communications (UC) Users of end customers.

Daily User Count: Based on the information included in A1S Cloud Services for each end customer, Avaya will determine the daily count of Users of each User type that are available to Distributor or Tier 1 Partner on that day for that end-customer. The daily count is determined irrespective of how many Users are effectively used. Any licenses that are activated by Avaya will be charged for, even if unused. Distributor or Tier 1 Partner may decrease User licenses for an end customer by submitting a change request via the A1S Cloud Services portal. Furthermore, in no event may Distributor or Tier 1 Partner reduce licenses for any single end customer below the



Minimum Order quantity described in Section 4.6.2 of this Offer Definition. Distributors or Tier 1 Partners may increase licenses for an end customer at any time during a month while the Service is in effect by submitting a change request via the A1S Cloud Services portal.

Monthly User Count: For each monthly billing cycle, based on User licenses purchased or changes during that billing cycle month, a sum of all the daily User counts will be calculated for each User type for each end customer. The total resulting sum in the monthly billing cycle for each User type, will then be divided by the number of days in that monthly billing cycle.

Please see examples for addition and reduction of licenses calculation in Section 4.6.6.

Reconciliation: In the monthly invoice Avaya will communicate to Distributor or Tier 1 Partner the monthly User count for each User type after the end of each monthly billing cycle. Distributor or Tier 1 Partner shall inform Avaya in writing within 5 business days from the date of such communication of any disputed portion of the monthly User count or any disputed portion of the fees charged to Distributor or Tier 1 Partner. If no written objection has been received by Avaya from Distributor or Tier 1 Partner within that time period, Distributor or Tier 1 Partner will be deemed to have accepted the monthly User count for each User type and the fees charged to Distributor or Tier 1 Partner, as presented by Avaya. If Distributor or Tier 1 Partner disputes in good faith the foregoing, Avaya may invoice Distributor or Tier 1 Partner for the undisputed portion and Distributor or Tier 1 Partner agrees to pay for such undisputed portion in accordance with the payment term as set out in the Distributor or Tier 1 Partner's reseller/partner agreement. The parties shall co-operate in good faith to resolve any such disputes and agree that the information from Avaya's A1S Cloud Services and any other transactional records of Avaya's will be the basis for reconciling the counts.

Billing for the initial set up fee for each new end customer installation will be included in the first invoice issued at the end of the first month of Service.

Any Customization charges, which are further detailed in Section 4.3 of this Offer Definition, will be invoiced separately and are not included in the monthly invoices for the Service.

4.6.6 Amendments to existing Service orders

The Service is designed to be flexible, so the Distributor or Tier 1 Partner may increase or decrease (but not below the minimum order quantity described in Section 4.6.2 above) Service licenses in the billing month while the Service is in effect using the A1S Cloud Services portal.

During the first 12 month PO period for an end customer, Distributor or Tier 1 Partner may procure the licenses from Avaya at the same price as the initial order for that end customer placed during that 12 month period. For PO renewals please refer to Section 4.6.4 which outlines how pricing changes will be initiated. There will be no additional processing charges.

As described above in section 4.6.5, in case of increase or decrease of licenses for Service for a given end customer, billing for the monthly period during which the licenses were added or removed will be prorated based on when the change was made during the month.



Example of Addition of Licenses and Calculation for a 30 day month

Day 1 to Day 15 9 Agents and 1 Supervisor 10 Total UC Users

Increased to

Day 16 to Day 30 20 Agents and 2 Supervisors 22 Total UC Users

Calculation:

Monthly user count for Agents ((9x15) + (20 x15))/30 = 14.5 x Voice Agent Monthly Price Monthly user count for Supervisors ((1x 15) + (2x15))/30 = 1.5 x Supervisor Monthly Price

Monthly user count for UC $((10 \times 15) + (22 \times 15))/30 = 16 \times UC$ Monthly price

Example of Reduction of Licenses and Calculation for a 30 day month

Day 1 to Day 15 20 Agents and 2 Supervisors 22 Total UC Users

Decreased to

Day 16 to Day 30 9 Agents and 1 Supervisor 10 Total UC Users

Calculation:

Monthly user count for Agents ((20x15) + (9x15))/30 = 14.5 x Voice Agent Monthly PriceMonthly user count for Supervisors ((2x15) + (1x15))/30 = 1.5 x Supervisor Monthly PriceMonthly user count for UC ((22x15) + (10x15))/30 = 16 x UC Monthly price

For license additions, each new voice or supervisor agent license for the Service will be bundled with a Google Services license, if the bundles Agent or Supervisor agents are selected.

For reductions, the Google Services license that was bundled with the deactivated voice or supervisor agent license will continue for the duration of the Google Services license as specified by Google in the end customer's Google Services welcome letter, subject to the Google TOS. If Distributor or Tier 1 Partner reduces the Voice Agent and Supervisor Agent licenses, support for the Google Services license that was bundled with the deactivated voice or supervisor agent license will be provided by Google directly.

4.6.7 Changes to the Service and Offer Definition

Avaya may at its sole discretion modify the aspects, features, or functionality of the Service without prior notice. Notwithstanding the foregoing, Avaya will endeavor to provide Distributor or Tier 1 Partner with thirty (30) days prior written or electronic notice for any material changes to the Service. If a Distributor is involved and gets notice of material changes to the Service from Avaya, Distributor shall inform any Resellers of such materials changes, and require Resellers to inform their end customers using the Service.

Avaya reserves the right to make changes to this Offer Definition.

4.6.8 Updates

The Service may require updates from time to time. Updates may take the form of maintenance fixes, changes in the desktop client, new or enhanced functionality, new software modules, and updated or new versions of the software, and are intended to improve or enhance the Service. If and when Avaya provides such updates, Partner agrees to receive such updates as part of its subscription to the Service; further detail is outlined in Section 10.



4.6.9 Required Contracts/Amendments

To order and resell the Service, in addition to any other requirements set forth herein, the Partner must have in effect with Avaya, as applicable, a Distributor, Reseller, or Tier 1 Partner agreement.

In addition, Distributors and Tier 1 Partners who desire to order the Service from Avaya and resell the Service must first enter into both of the following amendments to their Distributor and Tier 1 Partner agreements, respectively, with Avaya:

- The most recent version of the Hosted Service Amendment to their Partner agreement, AND
- The most recent version of the Google Services Amendment to reseller/partner agreement.

In addition, Resellers must, in order to resell the Service, also first execute directly with Avaya and Google Services Amendment to their Reseller agreement, and Distributor shall so inform such Resellers of this requirement.

Any Partner who does not first execute these required contracts and amendments with Avaya as described in this Section is not authorized by Avaya to resell this Service and may not resell the Service.

4.6.10 Terms of Use for Hosted Services for the OnAvaya Service, and Google TOS for the Google Service

Access or use by any Partner or end customer of the Service constitutes such Partner, or end customer's agreement to the Terms of Use for Hosted Services set forth at http://support.avaya.com/Licenseinfo or a successor site designated by Avaya, or as otherwise made available by Avaya upon request. If such Partner or end customer does not agree to such Terms of Use for Hosted Services, they must not access or use the Service. The right to access or use the Service will at all times be conditioned on compliance with payment obligations for the Service and compliance with the then-current Terms of Use for Hosted Services.

The Distributor and Tier 1 Partner must, directly or indirectly, flow down the Terms of Use for Hosted Services as set forth further in the Hosted Service Amendment to end customer (described in Section 4.6.9 above).

Use of the Google Services is governed by separate terms. Reseller or Tier 1 Partner shall inform each of its end customers that they will be presented with the Google Terms of Service (Google TOS), and that they must accept the Google TOS prior to using the Google Services. Partner may not accept the Google TOS on behalf of end customers.

4.6.11 Notice of Any Security Breaches and Emergency Security Issues

Avaya retains the right to provide notice of security breaches as they relate to the Service as necessary to comply with applicable laws and regulations. In the event of a security breach, Partner will cooperate and coordinate fully with Avaya with respect to the timing and content of any such notice. To the extent permitted by applicable law, Avaya is not responsible for any costs of notifying any end customers of such a security breach, and the end customer is responsible for all costs of notifying the end customer's employees and, if applicable, its customers of a security breach.



If there is an emergency security issue, the end customer's account may be suspended automatically. If there is a suspension, Avaya will endeavor to ensure that suspension would be to the minimum extent required and of the minimum duration to prevent or terminate the issue. If an end customer's account is suspended without prior notice, Avaya will provide the reason for the suspension to the appropriate Distributor or Tier 1 Partner as soon as is reasonably possible.

4.6.12 Emergency Services Notice and Disclaimer

YOU (AS THE PARTNER), UNDERSTAND AND ACKNOWLEDGE THAT THE SERVICE, AS PROVIDED BY AVAYA, IS NOT CONFIGURED TO SUPPORT OR PROVIDE EMERGENCY CALLS OR COMMUNICATIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO 911 AND E911 SERVICE. IT IS RECOMMENDED THAT ANY USER OF THE SERVICE HAVE AN ALTERNATIVE MEANS OF ACCESSING EMERGENCY SERVICES. YOU MAY HAVE AN OBLIGATION TO PROVIDE EMERGENCY SERVICES, INCLUDING, BUT NOT LIMITED TO 911/E911 SERVICE, BY VIRTUE OF YOUR RESALE OR PROVISION OF THE SERVICE. IN ORDER TO PROVIDE EMERGENCY SERVICES TO USERS, YOU MUST IMPLEMENT AN APPROPRIATE EMERGENCY SERVICE SOLUTION THROUGH A THIRD-PARTY AND PROPERLY CONFIGURE THE SERVICE TO ROUTE EMERGENCY CALLS. YOU ARE SOLELY RESPONSIBLE FOR CONFIGURING AND TESTING ANY EMERGENCY SERVICE SOLUTION, INCLUDING CONFIGURATION OF THE SERVICE. AVAYA (INCLUDING ITS AFFILIATES) SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS, SUITS, PROCEEDINGS, LIABILITIES, SETTLEMENTS, ATTORNEYS' FEES, COSTS, EXPENSES, PENALTIES, FINES, JUDGMENTS AND DAMAGES OF ANY KIND RESULTING FROM ANY ACTS OR OMISSIONS RELATED TO YOUR CONFIGURATION OF THE SERVICE AND/OR PROVISION OF EMERGENCY SERVICE.

YOU ALSO ACKNOWLEDGE THAT EVEN WHEN PROPERLY CONFIGURED, THE SERVICE HAS CERTAIN CHARACTERISTICS THAT DISTINGUISH IT FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE. THESE CHARACTERISTICS MAY MAKE THE SERVICE UNSUITABLE FOR SOME CUSTOMERS. BECAUSE CUSTOMER CIRCUMSTANCES VARY WIDELY, YOU SHOULD ADVISE CUSTOMERS TO CAREFULLY EVALUATE THEIR OWN CIRCUMSTANCES WHEN DECIDING WHETHER TO RELY SOLELY UPON ANY EMERGENCY SERVICE SOLUTION YOU PROVIDE WITH THE SERVICE. IT IS YOUR RESPONSIBILITY TO ADVISE CUSTOMERS THAT THEY MUST DETERMINE THE TECHNOLOGY OR COMBINATION OF TECHNOLOGIES BEST SUITED TO MEET EACH CUSTOMER'S EMERGENCY CALLING NEEDS, AND TO MAKE THE NECESSARY PROVISIONS FOR ACCESS TO EMERGENCY CALLING SERVICES. YOU AGREE TO NOTIFY ANY END CUSTOMER OF THE SERVICE OF THE EMERGENCY CALLING LIMITATIONS DESCRIBED HEREIN. IF YOU ARE A DISTRIBUTOR, YOU WILL REQUIRE RESELLERS TO NOTIFY ANY END CUSTOMER OF THE FOREGOING AND THE EMERGENCY CALLING LIMITATIONS DESCRIBED HEREIN.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, AVAYA (INCLUDING ITS AFFILIATES) SHALL HAVE NO LIABILITY OR RESPONSIBILITY ARISING OUT OF ANY EMERGENCY SERVICES OR ANY ACTS, OMISSIONS, FAILURES OR INTERRUPTIONS OF SERVICE, NEGLIGENCE OR OTHER MISCONDUCT OF ANY EMERGENCY SERVICE PROVIDER, INCLUDING, WITHOUT LIMITATION, 911 OR E911 PROVIDER, OTHER EMERGENCY CALL CENTER PROVIDER, PARTNER, RESELLER, OR



CUSTOMER. AVAYA (INCLUDING ITS AFFILIATES) MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE NATURE, SCOPE, EXTENT, PERFORMANCE, COMPATIBILITY, OR QUALITY OF ANY EMERGENCY SERVICES OR SIMILAR SERVICES. YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS AVAYA AND ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AFFILIATES, ATTORNEYS, AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, PROCEEDINGS, LIABILITIES, SETTLEMENTS, ATTORNEYS' FEES, COSTS, EXPENSES, PENALTIES, FINES, JUDGMENTS AND DAMAGES OF ANY AND ALL KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BY OR ON BEHALF OF YOU, ANY PARTNER TO WHOM YOU RESELL THE SERVICE, AN END CUSTOMER OR ANY USER OF THE SERVICE, ARISING OUT OF OR OTHERWISE RELATING TO ANY ACTS, OMISSIONS, FAILURES OR INTERRUPTIONS OF THE SERVICE, NEGLIGENCE AND OTHER MISCONDUCT OF AVAYA IN CONNECTION WITH EMERGENCY SERVICES.

4.6.13 **Restrictions**

This Service may not be used for **High Risk Activities** and may not be sold to an end customer using the Service for any High Risk Activities. "**High Risk Activities**" means activities where the use or failure of the Service could lead to death, personal injury, or environmental damage, such as the operation of nuclear facilities, air traffic control, or life support systems.

This Service may also not be used for the transmission of personal health information.

Partners will not create multiple applications, accounts or projects to simulate or act as a single application, account or project or otherwise access services in a manner intended to avoid incurring fees.

Further restrictions are set forth in the Terms of Use for Hosted Services set forth at http://support.avaya.com/Licenseinfo (or a successor site designated by Avaya), or made otherwise available by Avaya upon request.

4.6.14 Toll Fraud

"Toll Fraud" is the unauthorized use of telecommunications systems or service by an unauthorized party (for example, a person who is not a corporate employee, agent, subcontractor, or is not working on the company's behalf). If Toll Fraud occurs, it can result in substantial additional charges. Avaya and its affiliates are not liable for Toll Fraud.

5 Termination of Service Orders

5.1 Termination for Cause

Avaya or an applicable Distributor or Tier 1 Partner may terminate a Service order for an end customer upon notice to the other if the other party fails to cure any material breach of this Offer Definition, the Hosted Service Amendment (see Section 4.6.9), and/or the Google Services Amendment (see Section 4.6.9) within a thirty (30) days period after having received a written notice from the non-breaching party detailing the breach and requesting the breach is cured.



In the event that Distributor or Tier 1 Partner terminates due to an uncured, material breach hereunder by Avaya, Distributor or Tier 1 Partner will be required to pay Avaya in full for all fees owing through the month of termination.

In the event that Avaya terminates for cause, the Distributor or Tier 1 Partner is responsible for all fees owing through the end of the monthly billing period of termination, and Avaya is also entitled to any other rights and remedies available to it as a matter of contract, law, and equity or otherwise.

If a Service order for an end customer is terminated, Avaya will not charge Distributor or Tier 1 Partner for the remaining months of the 12-month PO duration for that end customer that has not been used.

5.2 Termination for Convenience

The Distributor or Tier 1 Partner may terminate a Service order at its convenience in accordance with the notice periods contained in Service Terms in Section 4.6.1. The Distributor or Tier 1 Partner is responsible to Avaya for all fees owing through the end of the monthly billing period during which termination was initiated.

5.3 Effect of Termination or Expiration

In the event of termination or expiration of a Service order for an end customer, the end customer's rights and licenses to the Service immediately terminate, and Partner will require that the end customer immediately stop any and all access and use the Service. If a Distributor is involved, the Distributor shall require the Reseller to require the end customer to immediately stop any and all access and use of the Service. Notwithstanding the foregoing, licenses for the Google Services, included with the Voice Agent and Supervisor Agent licenses, will continue through the end of the Google Services license duration, as specified by Google in the Google Services welcome letter to the end customer, subject to the Google TOS. However, support for the Google Services license will no longer be available through Avaya.

5.4 Non-Refundable Charges upon Termination

For clarity, upon discontinuation of the Service, or non-renewal or termination of any Service Orders, non-refundable charges as set forth in more detail in Section 4.3 of this Offer Definition will not be refunded or credited.

5.5 **Data retention**

Avaya will endeavor to (but is not required to) provide storage for end customer data for thirty (30) days after termination or expiration of the Service or Service order for that end customer.

6 Discontinuation of Service by Avaya

Avaya may, at its discretion and without liability, discontinue its Service offering in the market and terminate the Service. Avaya will endeavor to provide sixty (60) days prior written or electronic notice to the Distributor or Tier 1 Partner, but the timing may be greater or less at Avaya's discretion.

In such circumstances, the Data Retention clauses described in Section 5.5 apply.



On the effective date of discontinuation, all Partners shall immediately cease any and all use and resale of the Service and destroy all documentation, training materials and confidential information associated with the Service within Partner's possession or control, unless otherwise required by Avaya. Tier 1 Partners and Resellers shall also promptly notify end customers of the discontinuation of the Services and require end customers to immediately cease all access and use of the Service. If a Distributor is involved, Distributor shall require Resellers to (a) promptly notify end customers of the discontinuation of the Services and (b) require end customers to immediately cease all access and use of the Service.

7 Feature Descriptions

7.1 Interoperability Matrix

| | Public Internet (aka Over the Top) | Private Network (e.g. MPLS, VPN) |
|----------------------------|---------------------------------------|----------------------------------|
| IP Phones (Hard Endpoints) | | , , |
| 96x1 | Yes | Yes |
| E129 | Yes | Yes |
| B179 | Yes | Yes |
| E159/E169 | No | Yes |
| 16xx | No | Yes |
| 11xx/12xx (SIP) | No | Yes |
| IP Phones (Soft Endpoints) | | |
| Avaya Communicator | Yes | Yes |
| Windows | | |
| Avaya Communicator iPad | Yes | Yes |
| One-X Mobile Preferred | Yes | Yes |
| (iOS & Android) | | |
| Communicator for Web | Yes | Yes |
| (WebRTC)-Note 1 | | |

Note 1: We include Communicator for Web functionality for Midmarket Cloud solutions:

- The Partner will instruct the end user to download the Chrome client for Avaya Communicator for Web and the Partner will fill out the form located at http://processmyorder.esna.com. You can review the instructions for populating this data in the Communicator for Web offer definition located here: https://sales.avaya.com/en/general/avaya-communicator-for-web?view=collateral (look at section 8.2: Requirements for Ordering).
- The Communicator for Web team will ensure a license is enabled provided the form is filled out. Simply put "073116" in the form for the "Purchase Order Number" field at http://processmyorder.esna.com. This will be the indicator that this is a cloud deployment and will provide the Partner with a Communicator for Web license.

Supported Clients



| | IPO 9.1.x | IPOCC 9.1.x |
|-------------------------------------------------------------------------|-----------|-------------|
| OnAvaya TM IPOCC Client | ✓ | ✓ |
| 96x1 H323 | ✓ | ✓ |
| Communicator for Windows | ✓ | ✓ |
| B179 SIP Conference Phone | ✓ | X |
| One-X Mobile | ✓ | X |
| Soft Console | ✓ | X |
| IPOCC Windows Client via RDP access for Administration and access to CR | X | ✓ |

7.2 **Product Capacity**

The product capacity for this Service is subject to the following guidelines.

- Maximum of 250 Agents (Voice and Supervisor)
- Maximum of 50 Supervisors
- Maximum of 1250 Telephony and UC Users
 - This is inclusive of all UC and Telephony Users attached with Agent profiles
- Voice and Supervisor Agents require a UC User
- As per Section 4.6.2, a minimum number of 10 agents (Voice and Supervisors) + 10 UC or Telephony Users are required for this service

Regarding multichannel capabilities:

- Multichannel capability is an additional capability that can be used by Voice or Supervisors
- Multichannel capability is included with Supervisors; it can be assigned to Voice Agents
- Multichannel capability has a maximum of 250 users

The capacities are tabulated below:

| Description | Maximum Users Allowed |
|----------------------------------------------------|-----------------------|
| Supervisor | 50 |
| Total Agents (Voice and Supervisor)* | 250 |
| Wallboards | 5 |
| Telephony or UC Users | 1250 |
| *up to 250 agents can have multichannel capability | |

Example:

100 Voice Agents + 10 Supervisor Agents = 110 Agents / 110 UC Users Remaining allowed Telephony Users + UC Users = 1140 Users Maximum allowed Users = 1250 Users



Multichannel Example:

50 Voice Agents with 30 Multi-channel capabilities

10 Supervisors

60 Total Agents with Multichannel capabilities for 40 agents

Note: The multichannel is a capability that can be assigned to agents, including the ones provided with each Supervisor license.

7.3 Supported Browsers

The web-based thin client for the agent is supports the following browsers:

| Client Browser |
|----------------------------------|
| Microsoft Internet Explorer v11+ |
| Chrome v44+ |
| Firefox v32+ |
| Safari v8+ |

7.4 **Product Documentation**

7.4.1 Release Notes

Release Notes are a valuable asset when updating the Service to the next release. This includes any bug fixes and installation notes to make sure your update goes as smooth as possible. Release Notes are available at the Avaya support center at http://support.avaya.com. Also see Product Support Notices (PCNs).

7.4.2 User and System Documentation

In support of the Avaya-wide Go Green initiative, Avaya no longer provides paper and CD documentation. Avaya online documentation is a free download available from Avaya Support at http://www.avaya.com/support. Click Documents and search by product.

The following are the documents for OnAvaya have been updated with new information. Please use the search function available on http://www.avaya.com/support to find these documents.

7.4.3 **OnAvaya**TM **Product Documentation**

| Document | Use This Document To: |
|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Planning | |
| OnAvaya TM and Powered by Avaya IP Office and IP Office Contact Center Reference Configuration for Business Partners | Understand system architecture and network engineering requirements for the Cloud environment. |
| Implementing | |



| | Understand the planning, setup, configuration, and ongoing administration tasks that BPs perform in both |
|----------|----------------------------------------------------------------------------------------------------------|
| Partners | Cloud solutions. |

8 Security

The following security features are integrated to deliver the application environment:

- New to 1.1, Single-domain certificates will be provided upon implementation for IP Office and IP Office CC, which will be from a Public Certificate Authority that is supported by the public browser communities
- Only the firewall ports required to reach the application services are open
- McAfee Antivirus (AV) software runs on the IPOCC and is managed by an Avaya McAfee service

9 Product Ordering, Licensing and Pricing

PLDS license files are used for this Service. These are applied to the Service based on the end customer configurations in A1S Cloud Services. Distributors or Tier 1 Partners will be charged by Avaya using the billing codes dependent on what is ordered, as set forth in more detail in Section 4.6.5 above.

The default license files for the Service are below and incremented by adding the User codes above but not to exceed the product capacity values stated in Section 7.2 of this Offer Definition.

For the OnAvaya IP Office licenses:

| OnAvaya TM IPO | Maps to following IPO Licenses |
|-----------------------------------------------|-------------------------------------------------------------|
| System Bundle | Server Edition Virtualized (Quantity 1) |
| | ■ SIP trunks (Quantity 1024) |
| | Receptionist (Quantity 10) |
| | ■ VM Ports (Quantity 250) |
| | CTI Link Pro (Quantity 1) |
| | 3rd Party Endpoints (Quantity 5) |
| | Avaya IP Endpoint License (Quantity 1) |
| 381799 - Telephony User | Avaya IP Endpoint License (Quantity 1) |
| 381806 - 3 rd Party Telephony User | ■ 3rd Party IP Endpoint License (Quantity 1) |
| 381800 - UC User | Avaya IP Endpoint License (Quantity 1) |
| | • Power User license (Quantity 1) |
| | Web Collaboration User (Quantity 1) |
| 389303 - 3 rd Party UC User | 3rd Party IP Endpoint License (Quantity 1) |
| | ■ Power User license (Quantity 1) |
| | Web Collaboration User (Quantity 1) |

For the OnAvayaTM IP Office Contact Center licenses:

| OnAvaya TM IPOCC Maps to following IPOCC Licenses |
|--------------------------------------------------------------|
|--------------------------------------------------------------|



| OnAvaya TM IPOCC | Maps to following IPOCC Licenses |
|------------------------------|-------------------------------------------------|
| System Bundle | ■ IPOCC Base License (Quantity 1) |
| | ■ IPOCC Wallboard (Quantity 5) |
| 381796 - Voice Agent | ■ Voice Agent (Quantity 1) |
| 381797 - Multi-channel Agent | Multi-channel Agent (Quantity 1) |
| 381798 - Supervisor Agent | Supervisor Agent (Quantity 1) |

10 Services and Support

10.1 Support Service Offer

Support Services for the Service are bundled into the Service subscription price.

Support will be provided for 8 hours a day, 5 days a week, 10:00 AM through 6:00 PM North American Eastern Time, Monday through Friday, except on holidays observed by Avaya in the USA. Additional on-call phone support will be provided for the remaining hours of 6:01 PM to 9:59 AM North American Eastern Time, Monday to Friday for any critical issues that impact the customer's ability to continue to use the product.

10.2 Tiered Support Approach

End Customers should call Partner directly for support.

The Distributor, Reseller or Tier 1 Partner, as applicable, is responsible to provide Tier 1 support to the end customer. This includes, but is not limited to, issue identification and isolation, basic functionality Q&A, and general troubleshooting. Refer to Section 1 for definition of "Tier 1 partner".

Avaya provides support starting from Day 2 and on. That is, after the Service is up and running for the end customer. Avaya provides Tier 2 and Tier 3 support, which covers issues that the Partner cannot solve that requires in-depth analysis.

Any Tier 4 support cases are escalated in the Siebel ticketing system to R&D. Examples include development or code level support, bug fixes, or other such software issues.

10.3 How to Request Support

After the Reseller or Partner, as applicable, have conducted their Tier 1 troubleshooting and are unable to resolve their customer's issue, they must raise a support ticket into the new support organization. To open a Service Request ticket, Resellers and Partners are asked to follow the process below;

- Go to https://support.avaya.com and log in through your SSO account.
- Under the "Service / Parts Requests", click "Create Service Requests"
- Enter the information requested for the service request, ensuring that as much detail as necessary is added
- Note: in order to open the service request, please be sure to put your OnAvaya™OnAvaya end customer's number (aka Functional Location -- FL) in lieu of your company Sold To upon ticket creation



** The following How to Open a Service Request video provides more detailed instructions https://downloads.avaya.com/css/P8/documents/100173757

After a support ticket has been received by the new support organization, the Reseller or Partner, as applicable, may contact support directly for follow-up at the following number 1-866-282-9267 + PIN. Your PIN is included in the Welcome email you receive when Avaya hands-off your OnAvayaTM instance to you.

10.4 Reporting a problem

Partners can report a problem to Avaya by contacting the Avaya Service Desk 1-866-282-9267 + PIN or by opening a Service Request ticket at the support portal: https://support.avaya.com (Refer to Section 10.3 above 'How to Request Support').

Upon receipt of a service request, Avaya will perform troubleshooting and diagnostics to isolate the problem and to determine whether the Service is working in accordance with Avaya's standard and published documentation, including all associated application and configuration notes.

10.5 **Maintenance Activity**

Maintenance activity on the hosting infrastructure and the Service will be required from time to time. For planned maintenance activity, Avaya will endeavor to provide Partners with email notification at least 1 week in advance of the planned date. For urgent maintenance activity, Avaya will endeavor to provide Partner with an advance email notification of the proposed time and duration, including an advisory of the risks and potential outcome of not performing the maintenance activity. Avaya reserves the right to perform any urgent maintenance without providing any advance email notification. Maintenance is deemed urgent when there is a risk that degraded performance or other service impact will result if the maintenance is not conducted expediently.

It is the Partner's responsibility to schedule maintenance activity with the end customer. Any and all onsite services will be provided by the Partner.

10.6 Support for the Google Services

10.6.1 Customer Support for the Google Services.

Partners will provide first level customer support to end customers, including enrollment, order management, billing, and administration policies. Notwithstanding the foregoing, Partners will not provision the Google Services to end customers. Partners may not escalate end customer support issues to Google directly. Partners will escalate end customer support issues to Avaya.

10.6.2 Technical Support for the Google Services bundled with the Agent licenses.

For technical issues related to Google Services interoperability with the Avaya Service that are part of the Bundle, Partner will act as first level technical support to the end customer and Partner will raise second level technical support to Avaya.

For other Google Services technical support issues, Partner acknowledges and agrees that Google will provide direct technical support to End Customers pursuant to the Google TSS Guidelines located at





http://support.google.com/enterprise/terms (or another URL links as specified by Google), the Google Services welcome letter that end customer receives from Google, and the Google TOS.



11 Product Authorization

In order to offer the Service, partners must have Sales Authorization, and if applicable, Implementation Authorization for IP Office and/or IPOCC.

Sales Authorization is required in order to sell the Service for All Partners.

Implementation Authorization is required if a Partner will be providing implementation or configuration services to an end customer. It is the Partner's responsibility to ensure that the end customer will be provided with implementation or configuration services, whether it is through Avaya OR another partner.

Authorization is the process by which the Partner organization establishes its readiness to support a new or existing product. This readiness may involve both competency of personnel as well as equipment and facilities. Avaya has a long-standing commitment to customer satisfaction. It is essential that our Partners are equipped with the necessary tools to become knowledgeable on the products and services, which are sold and maintained. This ensures that the appropriate product positioning, configuration, installation and support services are delivered to the end-customer. To support our commitment to the customer, we require a Partner to become authorized in order to resell and service certain products and services.

Information on Avaya's Authorization process can be found on the Avaya Connect page at https://sales.avaya.com/en/general/avaya-connect-partner-program or any other such link provided by Avaya.

11.1 Authorizations for OnAvayaTM

Partners are required to obtain Sales Authorization and, if applicable, Implement Authorization for IP Office and IPOCC in order to work with the OnAvayaTM offer. This is defined by Avaya Connect guidelines, specifically the following document:

Avaya Solutions Authorization Policy Guide PDF: <u>Download Link from Sales Portal</u>

The credential guidelines are defined as below:

| Criteria | Team Engagement | Customer Engagement |
|---------------------------------|------------------------------|------------------------------------------------------------------|
| Sales Authorization | 2x APSS 4710 1x APSS 1000 | 2x APSS 4710 (from TE) 1x APSS 1000 (from TE) 1x APSS 1001 |
| Implementation Authorization | 1x AIPS 4000 (or ACIS 7790) | 1x AIPS 4000 (or ACIS 7790) (from TE) 1x ACIS 7750 |

Notes:



- In order to obtain Customer Engagement credentials, partners must have Team Engagement credentials as well.
- The **bolded credentials** listed in the Customer Engagement column are incremental. That is, those are the additional credentials needed to obtain CE authorization. The non-bolded credentials are the same as the TE credentials.
- With the exception of APSS 4710, all credentials are existing credentials for IPO and IPOCC authorizations as determined by Avaya Connect.

All credentials can be found from Avaya Learning at www.avaya-learning.com or such other link provided by Avaya as described in Section 11.2.

11.2 Avaya Learning

The Avaya Learning Center, <u>www.avaya-learning.com</u>, is the gateway to Avaya training and credential offers. Avaya Sales and Services authorization requirements are outlined in the Avaya Solutions Authorization Policy Guide located on the Avaya Connect Program site, <u>www.avaya.com/avayaconnect</u>.

There are new authorization requirements for OnAvayaTM. Existing OnAvayaTM authorized partners are encouraged to take advantage of the following training offers specifically focused on providing individuals holding current credentials the information they need to successfully sell, design and deploy OnAvayaTM.

With total focus on successful deployments, risk mitigation against needing reactive emergency technical support and to protect and grow customer satisfaction, Avaya's expectation is individuals will complete this recommended training PRIOR TO attempting any sales, design or deployment of the new OnAvayaTM offer. The "What is New" Delta Training Offers are available at no charge and include end of course tests where students can check their learning.



12 CONTACT INFORMATION

If you have questions regarding the OnAvayaTM - Google Cloud Platform Service, please contact your Channel Account Manager, before contacting the responsible Product Manager(s) below.

Partners can report a problem to Avaya by contacting the Avaya Service Desk at 1-866-282-9267 + PIN or by opening a Service Request ticket at the support portal: https://support.avaya.com (Refer to Section 10.3 above 'How to Request Support').

Partners can report a problem with their OnAvayaTM service as outlined in section 10.3 "How to Request Support"





| Term | Definition |
|-----------|--------------------------------------------------------------|
| A1S Cloud | A1S Cloud Services |
| CE | Customer Engagement (IP Office TM Contact Center) |
| CMC | Chrome Management Console |
| IPO | IP Office [™] |
| IPOCC | IP Office [™] Contact Center |
| OD | Offer Definition |
| OSS | Operation Support Systems |
| TE | Team Engagement (IP Office TM) |
| UC | Unified Communications |
| VM | Virtual Machine |
| WebLM | Web License Manager |





Appendix B: Product Reference Information Links

OnAvayaTM Solution Product Page

http://www.avaya.com/usa/solution/onavaya-google-cloud-platform/

Technical Documentation for OnAvavaTM can be found at

https://support.avaya.com/downloads/

Product Authorization, Credentials and Certifications on Avaya Connect

https://avaya.my.salesforce.com/apex/sp ViewDetailPage?id=a3j30000000L7mUAAS