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Offer Definition

Powered by Avaya IP Office™ and IP Office Contact Center R2.0

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Offer Definition

Product ➔	Powered by Avaya IP Office and IPOCC 2.0	GA Date ➔	December 2016
Rev #		Rev Date	
1.0		November 2016	
Avaya Source Prime		Channel Partner Target Audience	
Colin Ovington		Product Management, Order Management, Documentation, Training, Lab Engineers, Sales Engineers	
CHANGE CONTROL RECORD			
Date (mm/dd/yy)	Issue/Version #	Prime	Summary of Changes
12/07/16	1.0	Colin Ovington	Initial Release
02/015/17	1.1	Colin Ovington	IP500 V2 migration details, Virtual Machine (VM) profiles, Powered by SMB offer, Wholesale Service offer

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1 About this Document

Avaya introduces Powered by Avaya IP Office and IPOCC R2.0; Partner hosted Avaya IP Office (IPO) and IP Office Contact Center (IPOCC) software, comprised of Avaya's proprietary IP Office and IPOCC software to be hosted by a Partner in its datacenter and resold as the Partner's service offering to end customers ("**Partner Service**"). The Powered by Avaya IPO and IPOCC offer will be referred to as "**Powered by Avaya IP Office and IPOCC**".

This Offer Definition further explains the offer, and is intended for use only by Avaya authorized Distributors, Resellers, and Tier 1 Partners (individually, "**Partner**" and collectively, "**Partners**"). This Offer Definition is not intended to be given to end customers of the Partner Service. If a Distributor is involved, Distributor will provide to Reseller a copy of this Offer Definition in advance of their first order.

- "**Distributors**", when used herein, shall refer to Avaya authorized distributors.
- "**Resellers**", when used herein, shall refer to resellers who are authorized by Avaya to purchase through Distributors.
- "**Tier 1 Partners**", when used herein, shall refer to Resellers who are authorized by Avaya to purchase, and who do purchase, Powered by Avaya IP Office and IPOCC directly from Avaya. Resellers not currently authorized as a Tier 1 Partner by Avaya may request to purchase Powered by Avaya IP Office and IPOCC directly from Avaya as a Tier 1 Partner (subject to Avaya's written pre-approval).
- "**Hosting Partner**", when used herein, shall refer to the Distributor, Reseller, or Tier 1 Partner that hosts the Powered by Avaya IP Office and IPOCC software primarily in its or its subcontractor's datacenter and offers the Powered by Avaya IP Office and IPOCC software as a Partner Service.
- "**Hybrid Cloud**" when used herein refers to the integration of the IP500 V2 system or systems into the Powered by Avaya IP Office and IPOCC offer.
- "**High Availability Cloud**" when used herein refers to deployment of a secondary server in the Powered by Avaya IP Office and IPOCC offer.

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. Further, the roadmap information contained herein is provided for information 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 any product, product feature or software release 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 General Availability (GA).

1.2 *Availability*

The Powered by Avaya IP Office and IPOCC offer available for purchase by Hosting Partners globally is subject to all applicable laws and regulations, including without limitation regulatory and export control restrictions.

2 About Powered by Avaya IP Office and IPOCC

Powered by Avaya IP Office and IPOCC enables Hosting Partners to create a cloud service offering based on Avaya IP Office and IP Office Contact Center.

The Powered by Avaya IP Office and IPOCC software are hosted by a Partner in its or its subcontractor's datacenter and sold in a Wholesale go-to-market approach. Partners may resell Powered by Avaya IP Office and IPOCC as a Partner Service to end customers. In the process, Partners, at the Partner's sole cost, may bundle surrounding services like SIP trunks for PSTN connectivity, calling plans, on-site support, internet access, etc. Partners, and not Avaya, will own the end customer relationship, and at their own cost will bill the end customer, on-board the end customer, and provide first line of support to the end customer.

The Hosting Partner is responsible for Powered by Avaya IP Office and IPOCC software provisioning, user administration, network/trunk integration, virtual machine fault/performance monitoring, virtual machine upgrade, virtual machine backup/restore, application backup/restore, and virtual machine failure recovery.

Partners, and not Avaya, will be responsible for hosting Powered by Avaya IP Office and IPOCC instances and for managing the hosting environment. As detailed further in Section 10 of this Offer Definition (Services and Support), Avaya will deliver back end support.

This offer is targeted at Midmarket businesses with services hosted by service providers, system integrators, Resellers and Distributors.

Powered by Avaya IP Office and IPOCC is based on the Avaya IP Office platform, a cost-effective communications solution that supports a mobile, distributed workforce with voice and video on various devices. IP Office is an integrated, modular communications solution that scales up to 3000 users.

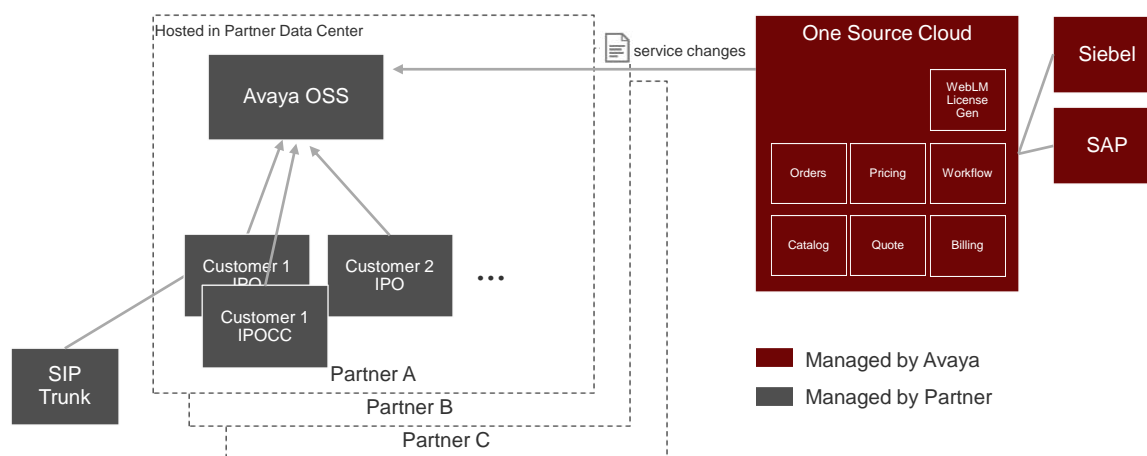
The Avaya IP Office Contact Center improves customer experience and contact center agent efficiency with powerful, affordable multichannel functionality for voice, email and web chat. The solution combines collaboration software plus multichannel contact centers.

This Powered by Avaya offer includes the following:

- IP Office R10, delivering midmarket telephony and unified communications features from the cloud. The IP Office feature content is outlined in the IP Office R10 Product Update document as described at the following URL: <https://sales.avaya.com/en/ip-office-release-10.0-sales-toolkit> or such other URL as Avaya may provide.
- Avaya IP Office Contact Center R10 content is outlined in the IP Office Contact Center R10 Offer Definition as described at the following URL: <https://sales.avaya.com/en/pss/ip-office-contact-center> or such other URL as Avaya may provide.
- The end customer's purchase agreement is between the customer and the Hosting Partner, unless the Hosting Partner is a Distributor in which case end customer's purchase agreement is between the customer and the Reseller.
- IP Office and IPOCC software license subscriptions are sold to Hosting Partners on an OPEX basis.
- ASBCE purchased as CAPEX is an optional solution element of Powered by Avaya IP Office and IPOCC solution
- Avaya hardware including Avaya phones and any IP500 V2 hardware that is supported with the Powered by Avaya R2.0 solution is sold as CAPEX through the existing 2-tier distribution model.
- Ordering, quoting, and billing by Avaya to its Distributors and Tier 1 Partners for Powered by Avaya IP Office and IPOCC users is handled by a central resource, called A1S Cloud Services.
- Operations Support System (OSS) is a software application that runs in the Partner datacenter and is configured to connect to A1S Cloud Services. OSS includes the WebLM License Server and identifies new purchases in A1S Cloud Services.

2.1 Reference Architecture

The Powered by Avaya IP Office and IPOCC solution is based on the Avaya's IP Office Server Edition Select product architecture.



The Powered by Avaya IP Office and IPOCC software are deployed as VMware VM machine images (OVA), which can be downloaded by the Hosting Partner through the Avaya Support website. Hosting Partners can deploy as many VM images as they choose at no charge. However, in order to be used, the images must be activated (licensed) via the Avaya OSS.

The Hosting Partner is responsible for ensuring appropriate network configuration such that end customers can interact with Powered by Avaya IP Office and IPOCC software from end-customer sites.

The Hosting Partner is responsible for implementing a compatible VMware datacenter to host the Powered by Avaya IP Office and IPOCC instances, including securing all necessary VMware and other third party licenses. Datacenter requirements, including VMware components, virtual machine sizing guidelines, and other engineering considerations are briefly described in *OnAvaya™ and Powered by Avaya IP Office Reference Configuration for Business Partners*. For more information, see *Deploying Avaya IP Office™ Platform Server Edition Servers as Virtual Machines*.

2.2 *What's new in Powered by Avaya R2.0*

2.2.1 IP Office R10

Powered by Avaya R2.0 is based on IP Office R10 software. Below is a summary of the IP Office R10 content that Powered by Avaya R2.0 will leverage:

Midmarket and Cloud (Server Edition and Select)	Common to All Platforms (Customer Premise and Cloud, Essential & Preferred Editions, Server Edition, and Select)
<ul style="list-style-type: none"> • one-X® Application Resiliency • LDAP Synchronization for Server Edition • WebLM Centralized Licensing • Lower Footprint • T38 Fax protocol support on Server Edition • Capacity Enhancements • 32 Music on Hold Sources 	<ul style="list-style-type: none"> • Resiliency for SIP Endpoints** • Reduction in configuration changes that require a reboot • Proactive Voice Quality Monitoring • Direct Media • H.323 Signaling Security • Communicator for Web <ul style="list-style-type: none"> ○ VM to Gmail and OAuth Authentication • H175 Video Collaboration Station • IP DECT R4 Edition 5 • Web Collaboration Enhancements • UC Clients Enhancements • Open APIs/SDKs <ul style="list-style-type: none"> ○ WebRTC Connector, Location API • Enhancement Emergency Location Services (NG911/NG112) • Streamline Installation and Upgrades • SIP Trunk Enhancements • Expanded Web Manager functionality • Avaya Communicator for Lync adds support for Skype for Business. • On another Call notification <p>**Preferred Edition and above, not supported with Essential</p>

More details at <https://sales.avaya.com/en/ip-office-release-10.0-sales-toolkit>

2.2.1 IP Office Contact Center R10

Powered by Avaya R2.0 is based on IP Office Contact Center R10 software. Below is a summary of the IPOCC R10 content that Powered by Avaya R2.0 will leverage:

- Ease of use (Templates & Reporting)
- Ease of Admin & Serviceability
- Resiliency (VMware HA)
- Security
- Platform Improvements

2.2.2 OSS Release 2

Below is a summary of the OSS R2.0 changes applicable to Powered By Avaya IP Office and IPOCC environment:

- ▶ General Enhancements:
 - WebLM 7.0.1.1
 - Allows connections to A1S Cloud Services through a non-transparent web proxy
 - Add CLID to the Subscriptions table
 - OSS FQDN is now optional, allowing OSS/WebLM address to be configured into IPO and IPOCC by IP instead of FQDN. (Although FQDN is still recommended.)
 - Daily check whether a “yum update” has updated a component that OSS depends, thus requiring an OSS restart.
- ▶ Security Enhancements:
 - Disallow web crawler access (robots.txt and robots <META> tag)
 - Allow configuration of web portal session timeout, and default 15 minutes
 - Allow configuration of the number of failed login attempts before Brute Force Attack Protection
 - Move Login Audit entries to a details table under each User
 - Audit log - export to CSV
- ▶ Diagnostics Enhancements:
 - Add A1S Cloud Services ReqUUID to all resulting Alerts
 - Show the "Scheduled Licence Refresh" (date) for Subscriptions
 - Include the OSS version in Alert emails
 - Add OSS version to log snapshot
 - Add help text to the A1S Cloud Services configurations page on how to obtain a Link ID and Password

2.2.3 Introducing Powered by Avaya Hybrid and High Availability Cloud

Powered by Avaya R2.0 is based IP Office R10, IPOCC R10, and OSS R2.0. In addition to the software enhancements included in each of those releases, Powered by Avaya R2.0 also supports new Hybrid Cloud and High Availability Cloud deployment options.

AVAYA HAS A SOLUTION FOR EVERYONE: CLOUD ACCEPTANCE IS NOT BLACK OR WHITE, IT IS A CONTINUUM



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The chart above explains how IP Office can serve pure customer premises based requirements and pure Cloud based requirements today with Powered by IP Office R1.1. With the introduction of Powered by Avaya R2.0, we are now able to serve new customer requirements in various states of transition to Cloud with the Powered by Avaya R2.0 Hybrid Cloud. This will allow Avaya customers the ability to migrate to Cloud at a pace that makes sense for their business.

Hybrid Cloud represents deployments that include the IP500 V2 system or systems, which becomes a Server Edition Expansion server to the Primary server in the Cloud. High Availability Cloud represents deployments that leverage the Primary and Secondary server architecture and associated resiliency features of the IP Office Server Edition Select offer.

The Following diagram shows a view of Powered by Avaya High Availability (HA) and Hybrid Cloud.

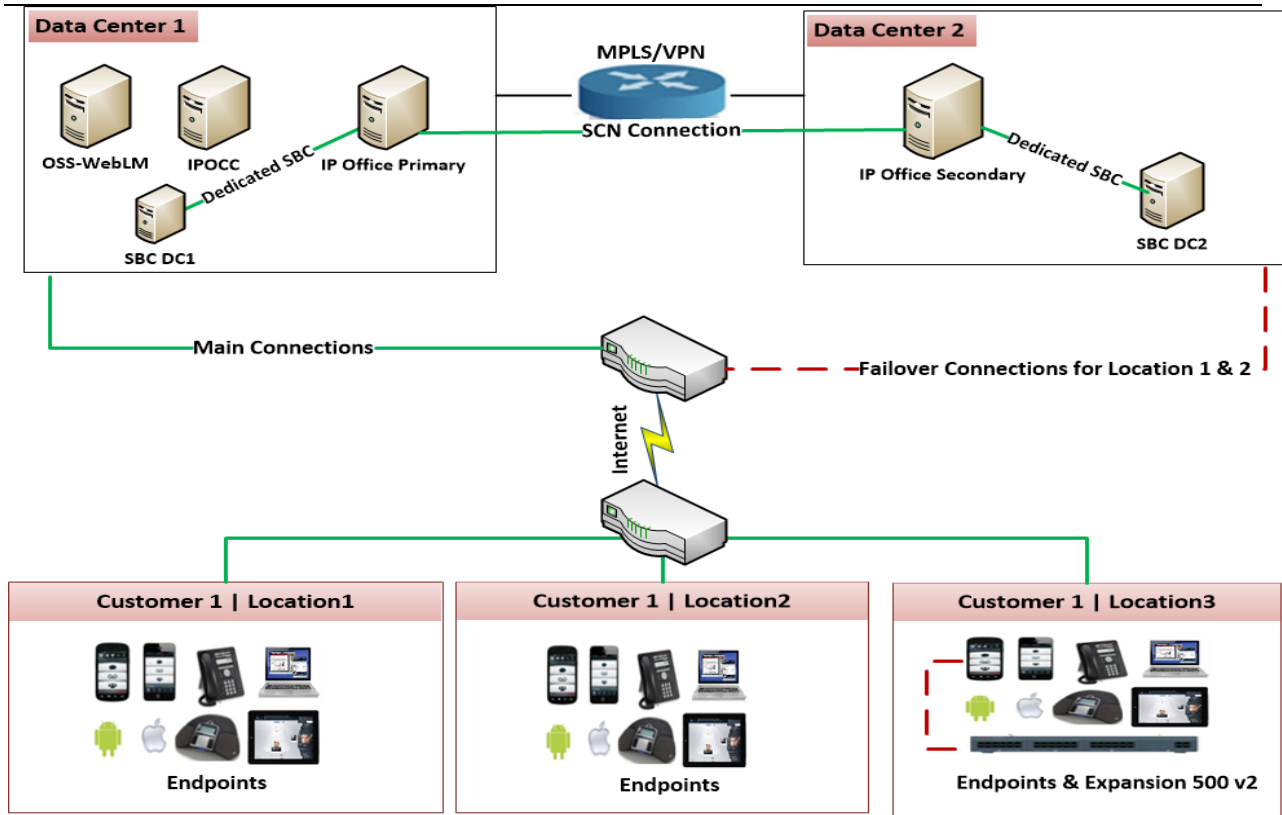


Figure 1: Powered by Avaya R2.0 Overview

In this diagram, the Hosting Partner delivers High Availability via dual data centers and an IP Office Server Edition Primary server in Data Center 1 and Server Edition Secondary Server in Data Center 2. These Data Centers must be connected over a private network (e.g. MPLS or VPN). The ability to support High Availability provides resiliency for many IP Office endpoints which can failover to a Secondary Server in the event the connection to the Primary server is lost (and vice versa).

The Hosting Partner delivers Hybrid Cloud through integration of the IP Office IP500 V2 as an Expansion server, in this diagram at customer location 3. The ability to integrate the IP500 V2 into the Cloud solution as an Expansion server enables a new set of services which can be supported in the Powered by Avaya solution including analog stations, digital stations and analog and digital trunk connectivity. This integration also enables resiliency for many IP Office endpoints, with users able to failover from the Primary Server to the IP500V2 Expansion server in the event the network connection to the Primary server is lost (and vice versa).

For full details on the Server Edition Resiliency Features see the IP Office Knowledge Base and [Server Edition Resiliency](#) the Powered by Avaya R2.0 Reference Architecture document.

2.2.4 Hybrid and High Availability Software

Depending on the deployment use case different software will need to be installed software. This table summarizes the different use cases:

IP Office Type	Software To Use
Primary Server	Powered by Avaya Hosted OVA
Secondary	IP Office Server Edition 10 Open Virtual Application (OVA) Image
Expansion	IP Office Server Edition 10 Open Virtual Application (OVA) Image
Upgrade from 9.1.X	IP Office Server Edition / Applications Server 10 Installation Image (ISO)

2.2.5 Hybrid and High Availability Licensing

Powered by Avaya R2.0 introduces new user licenses for a new category of endpoints that receive service via the IP500 V2, specifically Digital and Analog users connected via the IP500 V2 platform.

The Digital/Analog user license enables IP Office Telephony services, while the Digital/Analog Unified Communication user license enables IP Office Telephony services plus the Unified Communications features associated with an IP Office Power User. One of these licenses is required for every analog or digital endpoint connecting to the IP500 V2 Expansion server.

The Hybrid Cloud and HA Cloud deployment options are solutions available to both the IP Office installed base and net-new customers as a 100% OPEX licensed solution. This means that the Powered by Avaya IP Office and IPOCC supports a fully centralized licensing model for all Powered by Avaya solution licenses in order to support all Cloud customer deployment options; there are no CAPEX or nodal licenses on the IP500 V2 when deployed with the Powered by Avaya R2.0 solution. Rather, all licenses for the solution are centralized on the OSS WebLM server. See Section 8.1 for more details on Powered by Avaya R2.0 licensing.

2.2.6 Installed base Migration to Powered by Avaya R2.0

Part of the value of the Powered by Avaya R2.0 solution is the option for IP Office installed base customers to start migrating to Cloud.

If an existing IP Office IP500 V2 customer wishes to migrate their IP500 V2 to the Powered by Avaya solution by making the IP500 V2 an Expansion server off the Primary server in the Cloud (Hybrid Cloud), the customer must first upgrade to IP Office R10 PLDS licenses either via paid upgrade or via an existing IP Office Support Services (IPOSS) contract. The IP Office R10 Manager application includes a license migration tool which extracts all the licensing information from an IP Office system and saves it to a file. This file is then be used prepare a software upgrade quote in the Avaya One Source Configurator in order to obtain the required new PLDS R10 licenses and applicable IP Office Service Support coverage (IPOSS). For more details see the IP Office Knowledge Base topic [Migrating Licenses to PLDS](#).

Once upgraded to IP Office R10 and PLDS licenses, the Hosting Partner will then 'park' those licenses in PLDS. Any system licenses required to support the IP500 V2 Expansion server will be centralized on the Primary server as part of the Powered by Avaya order in One Source Cloud.

Any Digital or Analog users connected to the IP500 V2 and that will retain service in the Powered by Avaya R2.0 deployment will require one of the two new user licenses: Either Digital/Analog User or Digital/Analog Unified

Communication User. All other system based licenses are centralized on the Primary server to their maximum capacity and included with every instance of the Powered by Avaya IP Office and IPOCC solution. This includes VMPro ports, SIP trunks, CTI Link Pro, and PRI channels.

A commercial offer is available for the IP500 V2 Migration Users; these are any digital, analog, or IP endpoint users on the IP500 V2 prior to migration. Partners will be required to provide details of their IP500 V2 PLDS Host ID to be eligible for the discounted pricing on these IP500 V2 Users. The PLDS Host ID will allow verification of (1) the upgrade to R10 PLDS license completion and (2) the existence of migration users and eligibility for discounted pricing.

Note:

- Migration pricing is available one-time for IP500 V2 users. Any users added to the IP500 V2 after the initial migration are at standard price.
- Migration users must sign-up for minimum 3 year term. They will be required to renew at standard pricing.

The IP500 V2 is configured as an Expansion server. WebLM licensing requests from the IP500 V2 Expansion server are proxied by the cloud IPO Primary server to the OSS WebLM server. The hybrid setup is the same as IP Office Server Edition SCN setup. The following should be considered:

- IP Office Line on Primary:
 - Web Socket Server
 - Configured with Expansion's Private IP
- IP Office Line on Expansion
 - Web Socket Client
 - Configured with Primary's Public IP
 - Network Topology in IP Office should have Public IP address configured.

For more details on Converting a Standard Mode IP500 V2 System to Server Edition, see the IP Office Knowledge Base.

All IP500 V2 hardware and digital/analog phones purchased as CAPEX.

2.2.7 Net New Hybrid Cloud in Powered by Avaya R2.0

As with Installed base migration, any Digital or Analog users connected to the IP500 V2 will require one of two new user licenses on the Powered by Avaya R2.0 system: Digital/Analog User or Digital/Analog Unified Communication User. All other system based licenses are centralized on the Primary server to their maximum capacity and included with every instance of the Powered by Avaya IP Office and IPOCC solution. This includes VMPro ports, SIP trunks, CTI Link Pro, and PRI channels.

The IP500 V2 is configured as an Expansion server . WebLM licensing requests from the IP500 V2 Expansion server are proxied by the cloud IPO Primary server to the OSS WebLM server. The hybrid setup is the same as IP Office Server Edition SCN setup. The following should be considered:

- IP Office Line on Primary:
 - Web Socket Server
 - Configured with Expansion's Private IP

- IP Office Line on Expansion
 - Web Socket Client
 - Configured with Primary's Public IP
 - Network Topology in IP Office should have Public IP address configured.

For more details on Converting a Standard Mode IP500 V2 System to Server Edition, see the IP Office Knowledge Base.

All IP500 V2 hardware and digital/analog phones purchased as CAPEX.

2.2.8 Resiliency Option-VMware High Availability (HA)

In addition to the Powered by Avaya IP Office and IPOCC product resiliency described above, VMware HA is another resiliency option for the Powered by Avaya solution with a single data center solution and/or IPOCC deployments that want resiliency.

As IPOCC R10 does not support product High Availability (i.e. IPOCC only works with IP Office Primary server and does not work with the IP Office Secondary server), VMware provides a resiliency option for IPOCC.

VMware HA provides cluster-level high availability for virtual machines hosting applications. In case of VM or ESXi Server failure, VMware automatically boots solution elements such as IP Office and IPOCC VMs to another functional ESXi in the same cluster. This deployment model provides VM-level resiliency for all applications on the VMware cluster.

For more details on the resiliency options in Powered by Avaya IP Office and IPOCC R2.0, refer to Powered by Avaya R2.0 Reference Architecture

2.2.9 Virtual Machine Profiling

After deployment of a virtual machine, you can optimize the resources allocated to meet the actual requirements of the virtual machine. For example, if the virtual machine will only support 50 users, you can reduce the allocated processor and RAM memory. This allows for the best use of the overall resources provided by the virtual server platform.

IP Office R10

Below is a table summarizing the Virtual Machine requirements for IP Office R10. Please refer to the IP Office Knowledge Base for the most up-to-date profile

information. <http://marketingtools.avaya.com/knowledgebase/businesspartner/ipoffice/mergedProjects/virtual/profiling.htm>

Server Type		Server Edition Primary Server/Server Edition Secondary Server								
Users		20-100	20 ^[1]	50 ^[1]	100	200	500	1000	2000	3000
one-X Portal for IP Office		-	5	16	20	40	88	175	351	703
Voicemail Channels		12	3	7	12	24	49	98	196	248
Web Collaboration Users ^[2]		0	2	3	5	10	21	42	84	216
RAM [1]	Allocated	2048	2684	2684	3072	3072	4096	5120	6144	10240
	Reserved	1551	2416	2416	2624	2765	3358	4198	5376	8192
CPUs		2-3	2-3	2-3	2-4	3-5	3-5	4-7	5-8	7-10
CPU Cycles (GHz)	Limit	5	4	5	7	10	10	14	18	20
	Reserved	4	3	4	6	8	8	12	15	17
Hard Disk (GB)		100	100	100	100	100	130	140	150	160
Typical IOPS ^[3]		31	17	18	26	41	71	129	248	338

Note 1: Contact Recorder service not active. Add 250MB to Reserved and Allocated RAM to support an active Contact Recorder

Note 2: Web Collaboration server only supported on Primary Server

Note 3: Typical IOPS are the average HDD I/O transactions per second during normal operation. If IP Office backup or extensive logging is active, more IPOS will be required; 40-200 IOPS depending upon backup data size/logging rate

IPO Office Contact Center R10

Below is a table summarizing the Virtual Machine requirements for IP Office Contact Center R10. Please refer to the IP Office Knowledge Base for the most up-to-date profile

http://marketingtools.avaya.com/knowledgebase/businesspartner/ipoffice/mergedProjects/ipocc/ipocc_reference/Min_specs_ISO_and_OVA.html

	Up to 50 agents	51 to 100 agents	101 to 250 agents
VMWare	ESXi 5.1, 5.5, and 6.0 are supported		
Operating system [1]	Windows Server 2008 R2 Standard 64-bit Edition SP1 Windows Server 2012 R2 Standard 64-bit Edition		
Host CPU clock [2]	Minimum Quadcore 3.1 GHz		Minimum 2x SixCore 2.6 GHz
VM disk space	Minimum 200 GB (thick provisioning)	Minimum 500 GB (thick provisioning)	Minimum 900 GB (thick provisioning)
VM memory	Minimum 12 GB Reserved 8 GB	Minimum 16 GB Reserved 12 GB	Minimum 32 GB Reserved 24 GB

Note [1] Avaya does not provide a Windows Server 2008 R2 OVA. As of Release 9.1.6, new OVAs are not available. You can use the ISO to upgrade the Release 9.1 OVA.

Note [2] For up to 100 agents, reserve 4x maximum CPU clock speed. For example, for ESXi hardware with a CPU of 3.1 GHz clock speed, reserve 12,400 MHz. For up to 250 agents, Reserve 12x maximum CPU clock speed. For example, for ESXi hardware with a CPU of 2.6 GHz clock speed, reserve 31,200 MHz.

2.2.10 Powered by Avaya SMB

On March 13, 2017, a new Powered by Avaya SMB offer is being made available for sub-20 user market segment. This offer features two new user types:

- SMB Telephony User
- SMB 3rd party Telephony User

These users are priced at half the price of a standard Telephony user. The offer is limited to Telephony users only and up to 20 users only. New Powered by Avaya IP Office deployments with more than 20 users or a SMB customer that grows beyond 20 users will need to purchase the standard Powered by Avaya users. Call Recording and IPOCC are not supported with the SMB offer, but upgrading is simply a matter of turning off the SMB users and ordering standard Powered by Avaya user licenses.

2.2.11 New Support Service

Also on March 13, 2017, Avaya is introducing a new Wholesale Service option for Powered by Avaya IP Office and IPOCC, to complement the existing Co-Delivery offer.

All partners must have IP Office Install credentials. Avaya Authorized partners who do not have the IP Office Maintain credential must purchase via the Wholesale support model

As with Co-Delivery, remote technical support is bundled in the Cloud per user price and there is no separate service contract. The quoting/ordering for both offers is exactly the same and selectable within Avaya One Source Cloud.

Note that only Co-Delivery certified Partners can quote and order the Co-Delivery Powered by Avaya offer. See Section 4.2 for a list of new material codes for the Wholesale offer and Section 10 for more details on the Wholesale Service offer.

3 A1S Cloud Services and Operations Support System

3.1 A1S Cloud Services

The A1S Cloud Services portal is the commercial interface where Partners quote and order the Powered by Avaya IP Office and IPOCC and IPOCC software license subscriptions from Avaya. Hosting Partners must become authorized to provide co-delivery support for IP Office and IPOCC and must complete execution of the Partner Hosted Cloud Services amendment in order to sell this offer.

The A1S Cloud Services portal enables hosting Distributors and Tier 1 Partners to login to order and execute the above mentioned tasks. A1S Cloud Services will communicate with the hosted service environment to execute orders and collect data for the A1S Cloud Services portal to generate bills from Avaya to hosting Distributors and Tier 1 Partners.

The model will follow the structure below:

- Avaya will sell through Partners.
- Partners may quote and, in the case of hosting Distributors and Tier 1 Partners only, order the offer through Avaya A1S Cloud Services.

- Customer phones and any other IP500 V2 hardware that may be used with the Partner Service are not part of or included in this offer, and can be ordered through normal channels (*i.e.*, through distribution) and through the regular order process. For clarity, phones and other hardware is not available on a subscription basis.

3.2 Operations Support System (OSS)

The Hosting Partner will deploy the Avaya Operations Support System (OSS) with the Powered by Avaya IP Office and IPOCC software. Hosting Partners can deploy OSS on a virtual machine or a physical server. OSS is delivered as a Red Hat Package Manager (RPM) package that Hosting Partner installs using yum on a CentOS 6.4+ server.

OSS performs the following major functions:

- Integrates with OneSource Cloud to obtain purchase details. Partner can access OneSource Cloud through a browser using Partner's SSO credentials
- Tracks subscriptions and monitors license subscriptions
- Polls One Source Cloud every 10 minutes for any new or change in order activity.
Generates and updates product license subscriptions based on the associated WebLM instance.

If an OSS connection failure occurs:

- Powered by Avaya IPO and IPOCC systems run in their current configuration for a 30 day grace period. As long as the OSS is down, Partners can continue to order via Avaya One Source Cloud, but those orders (new, adds, deletes) will not be active until the OSS is back in service. During this time A1S Cloud changes that result in billable events will still be billed to the Hosting Partner.

License expiry:

- Without OSS renewal, Powered by Avaya IP Office and IPOCC Licenses expire after 14 days. OSS starts trying to renew 3 days before licenses expire. If the licenses in the OSS WebLM expire, the IP Office goes into 30-day grace period. Note however that IPOCC will not go into grace period when licenses expire; IPOCC will lose service until valid licenses are available.

Note: With WebLM licensing, you cannot auto-create users and extensions on the IP Office as this function is not supported; the administrator will manually configure users and extensions. Also in WebLM, the licenses must be available to fully support the IP Office configuration. Over-configuration is not allowed. IP Office, based on its configuration, requests all required licenses from the WebLM server.

A single OSS can support up to 600 pairs IP Office/IPOCC.

After installing OSS, the Hosting Partner uses the OSS interface to perform most server configuration. Hosting Partner can access the OSS interface from a web browser. The following configuration tabs are in the OSS interface:

- General
- Alerts - Optional
- Backups
- OneSource Cloud
- Automation - Optional

The Hosting Partner can update configuration settings in the OSS interface anytime. Additional configuration that is not performed on the OSS interface includes:

- Changing the default WebLM password.
- Configuring and managing certificates.

- Optionally setting up a REST API server for automation.

The Web License Manager (WebLM) is a long-standing component of Avaya's license control strategy. WebLM is included in the OSS software application.

Primary server and OSS are always required to be together in the cloud

The Hosting Partner must place a one-time merchandise order for the OSS software order code against the partner Functional Location (FL) to ensure Avaya Support entitlement is established. If the Hosting Partner is not set-up as a Tier 1 Partner to order merchandise direct from Avaya, the OSS must be ordered via a Distributor.

- Note, in order to link a Partner's OSS to OS Cloud, an ITSS ticket is required to request credentials: A1S Cloud Services access and OSS password set up: Avaya IT Business Partners & e-Business Helpdesk: 1-513-228-8783 | USA: +1 866-Avaya-IT (+1-866-282-9248) | <https://partner-itss.avaya.com> Please ensure you request *OS Cloud Support* in order to be routed accordingly

Material Code	Description
381427	OPS SUPPORT SYSTEM R1

For more information about OSS planning, deployment, and administration see *Deploying Avaya Operations Support System* document available on the Avaya Support website.

4 Powered by Avaya IP Office and IPOCC Offer Ordering Details

Partners will need to submit a Purchase Order (PO) for each new Powered by Avaya end customer order.

Licenses associated with the Powered by Avaya IP Office and IPOCC software 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 Powered by Avaya IP Office and IPOCC software include:

- Existing APM MPG (9P) used for discounting
- Medal status APM discounts apply
- Support services as described in Section 10
- Software upgrades included (if and when available)

4.1 Free Trial Period

Partners will have the option to start the Partner Service for each new end customer with a 30-day free trial, provided that the applicable Partners and Avaya have first executed the Partner Hosted Cloud Services Amendment to their Partner agreement. A1S Cloud Services will allow one free trial per end customer (no free trial in case of renewal).

Distributors and Tier 1 Partners will be able to request conversion of a free trial into a paid subscription offer by updating the status in the A1S Cloud Services portal (changing its status from free trial to paid Partner Service and submitting the Purchase Order to move to a paid Partner Service). The conversion will take place at the end of the 30 days of free trial.

During the free trial, the system functionality will be limited to 20 users. The 20 users can be any mix of Avaya or 3rd Party Telephony or Avaya or 3rd Party Unified Communication users, or IPOCC agents or supervisors. Hosting

Partners will be required to configure the software for the free trial. The user limit is removed when moving to the paid Partner Service. Distributors and Tier 1 Partners will be e-mailed notification on activation of the free trial period and Avaya will endeavor to email Distributors and Tier 1 Partners 15 and 25 days prior to completion of the trial to convert to a paid Partner Service.

4.2 Fees

The Powered by Avaya IP Office and IPOCC software 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) available at www.avaya.com/ebizn for Americas and APAC, and www.avaya.com/ebiz for EMEA (or such successor site designated by Avaya).

Co-Delivery Material Codes

Material Code	Description
385853	POWERED IPO TELEPHONY USER SUBSCRIPTION
389275	POWERED IPO TELE 3RD PTY ENDPT SUBSCRIPTION
385854	POWERED IPO UNIFIED COMM USER SUBSCRIPTION
389276	POWERED IPO UC 3RD PTY ENDPT SUBSCRIPTION
385850	IPOCC VOICE AGT SUBSCRIPTION
385851	IPOCC MULTI-CH AGT SUBSCRIPTION
385852	IPOCC SUPERVISOR AGT SUBSCRIPTION
390378	POWERED IPOCC CNTCT RCRDR SUBS
390350	POWERED IP500 DGT/ANLG USER SUBS
390351	POWERED IP500 UC DGT/ANLG USER SUBS
394108	POWERED IPO RECEPTIONIST
393094	PWRD SMB IPO TELE USER SUBS
393095	PWRD SMB IPO TELE 3PTY ENDPT SUBS

Wholesale Material Codes

Material Code	Description
393234	PWRD WHSL IPO TELE USER SUBS
393235	PWRD WHSL IP500 DGT/ANLG USER SUBS
393236	PWRD WHSL IPO UC USER SUBS
393237	PWRD WHSL IP500 UC DGT/ANLG USR SUBS
393238	PWRD WHSL IPO TELE 3PTY ENDPT SUBS
393239	PWRD WHSL IPO UC 3PTY ENDPT SUBS
394100	PWRD WHSL IPOCC VCE AGT SUBS
394101	PWRD WHSL IPOCC MCHNL AGT SUBS
394102	PWRD WHSL IPOCC SPV AGT SUBS
394103	PWRD WHSL IPOCC CNTCT RCRDR SUBS
394107	PWRD WHSL RECEPT CNSOLE SUBS
394105	PWRD WHSL SMB IPO TELE USER SUBS
394106	PWRD WHSL SMB IPO TELE 3PTY ENDPT SUB

Avaya will bill Distributor or Tier 1 Partner for the Powered by Avaya IP Office and IPOCC software license subscriptions. Included in the monthly subscription fee for the Powered by Avaya IP Office and IPOCC software are also support services as detailed in this Offer Definition in section 10.

The Partner authorization program is designed to ensure that Partners have the capabilities and skills to successfully sell, configure, design, install and support Powered by Avaya IP Office and IPOCC software as part of a Partner Service. The Partner authorization program represents the minimum requirements Partners must satisfy to support the Powered by Avaya IP Office and IPOCC software as part of a Partner Service.

Requirements for IP Office can be found in the Avaya Solutions Authorization Policy Guide below:

<https://sales.avaya.com/documents/1399552212704>.

4.3 Offer Terms

4.3.1 Term of Subscription Order

The **minimum Initial Subscription 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 maximum period of 12 months, 24 months, or 36 months from the Order Start Date (defined in Section 4.3.3 below) unless Avaya is notified through A1S Cloud Services of Partner's 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 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 subscription after the 12 month, 24 month, or 36 month PO duration, the subscription may be renewed under the terms of then-current Offer Definition and list price on a monthly basis by submitting a PO for another 12 , 24 month, or 36 month period ("**Renewal Subscription Order Duration**"). The **Order Duration** shall collectively be the Initial Subscription Order Duration and any Renewal Subscription Order Duration (see Section 4.3.4, below), unless terminated earlier in accordance with the terms herein. The Powered by Avaya IP Office and IPOCC software license subscription is cancellable pursuant to the termination terms as stated in Section 5 below.

4.3.2 Minimum Order Quantity

There is no minimum order quantity requirement for the Powered by Avaya IP Office and IPOCC offer.

4.3.3 Powered by Avaya IP Office and IPOCC Software Activation and Order Start Date

Effective January 9, 2017, the Powered by Avaya IP Office and IPOCC software license subscription will be deemed to be activated and the Order Start Date for an end customer will begin the first of the month following the subscription activation from the Customer Requested Date (CRD) on the Purchase Order in A1S Cloud Services.

For example, if the order was placed on May 18, 2017 with CRD date of June 3 2017, the billing clock would start on July 1, 2017 and the first invoice sent on or around August 1, 2017.

For any orders placed prior to January 9, 2017, the Powered by Avaya IP Office and IPOCC software license subscription will be deemed to be activated and the Order Start Date for an end customer will begin the next business day after the Customer Requested Date (CRD) on the Purchase Order in A1S Cloud Services. The billing process will revert to the January 9, 2017 model described above upon renewal.

4.3.4 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 Powered by Avaya IP Office and IPOCC software 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 Subscription Order duration; the Powered by Avaya IP Office and IPOCC software terms governing any renewal period will be set forth in the then-current Offer Definition and the then-current List Pricing will be valid for the duration of the 12 month, 24 month, or 36 month renewal period. Avaya will endeavor to email the Distributor or Tier 1 Partner 30, 15 and 1 day prior to PO duration end date.

4.3.5 Billing

Unless otherwise specified by Avaya, Powered by Avaya IP Office and IPOCC will be available through A1S Cloud Services in the following currencies:

- Australian dollar (AUD)
- New Zealand dollar (NZD)
- Canadian dollar (CAD)
- Euros (EUR)
- Great Britain Pound (GBP)
- US dollar (USD)

Unless otherwise specified by Avaya, billing for the Service will be done on a monthly basis in arrears. The first invoice for a given subscription will be issued one month after the Order Start Date. Avaya will issue a separate monthly invoice per end customer.

"User" as used herein refers to the specific metrics used by Avaya as the basis for the pricing and invoicing for licenses for this Powered by Avaya IP Office and IPOCC software ordered from Avaya by Distributor or Tier 1 Partner. The types of User licenses include Telephony Users, Unified Communications (UC) Users, Agents, and Supervisor 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. Distributor or Tier 1 Partners may increase licenses for an end customer at any time during a month 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 4.3.6:

Reconciliation: In the monthly invoice Avaya will communicate to Distributor or Tier 1 Partner the monthly licenses purchased 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 licenses purchased or any disputed portion of the fees charged to the Partner. If no written objection has

been received by Avaya from the Partner within that time period, the Partner will be deemed to have accepted the monthly subscription count for each User type and the fees charged to the Partner, as presented by Avaya. If the Partner disputes in good faith the foregoing, Avaya may invoice the Partner for the undisputed portion and the Partner agrees to pay for such undisputed portion in accordance with the payment term as set out in the 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.

4.3.6 Amendments to Existing Orders

The offer is designed to be flexible, so the Distributor or Tier 1 Partner may add or reduce the Powered by Avaya IP Office and IPOCC software license subscriptions in the billing month using the A1S Cloud Services portal.

During the first 12 month, 24 month, or 36 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, 24 month, or 36 month period. For PO renewals please refer to 4.3.4 which outlines how pricing changes will be initiated. There will be no additional processing charges.

As described above in section 4.3.5, in case of increase or decrease of licenses 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), 10 Telephony Users, 5 UC Users
- (Day 16 to Day 30), increased to 12 Telephony Users and 7 UC users

Calculation:

Monthly user count for Telephony $((10 \times 15) + (12 \times 15)) / 30 = 11 \times \text{Telephony User Monthly Price}$

Monthly user count for UC users $((5 \times 15) + (7 \times 15)) / 30 = 6 \times \text{UC User Monthly Price}$

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

- Day 1 to Day 15, 20 Telephony Users, 2 UC users
- Day 16 to Day 30, decreased to 12 Telephony Users and 1 UC users

Calculation:

Monthly user count for Telephony Users $((20 \times 15) + (12 \times 15)) / 30 = 16 \times \text{Telephony User Monthly Price}$

Monthly user count for UC Users $((2 \times 15) + (1 \times 15)) / 30 = 1.5 \times \text{UC User Monthly Price}$

4.3.7 Changes to the Powered by Avaya IP Office and IPOCC Software and Offer Definition

Avaya may at its sole discretion modify the aspects, features, or functionality of the Powered by Avaya IP Office and IPOCC software without prior notice. Notwithstanding the foregoing, Avaya will endeavor to provide Hosting Partner with thirty (30) days prior written or electronic notice for any material changes to the Powered by Avaya IP Office and IPOCC software. If a Distributor is involved and gets notice of material changes to the Powered by

Avaya IP Office or IPOCC software from Avaya, Distributor shall inform any Resellers of such materials changes, and require Resellers to inform their end customers using the Partner Service.

Avaya reserves the right to make changes to this Offer Definition, but will endeavor to provide Distributor or Tier 1 Partner with 30 days advance written or electronic notice if Avaya makes any material changes to this Offer Definition.

4.3.8 Updates

The Powered by Avaya IP Office and IPOCC software may require updates from time to time. Updates may take the form of maintenance fixes, new or enhanced functionality, new software modules, and updated or new versions of the software, and are intended to improve or enhance the offer. If and when Avaya provides such updates, it is the Hosting Partner responsibility to install these updates.

4.3.9 Required Contracts/Amendments

To order and resell the Powered by Avaya IP Office and IPOCC software as a Partner 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, Partners who desire to order and resell the Powered by Avaya IP Office and IPOCC software as a Partner Service must first enter into the following amendment to their Distributor, Reseller and Tier 1 Partner agreements, respectively, with Avaya:

- The most recent version of the Partner Hosted Cloud Services Amendment

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 the Powered by Avaya IP Office and IPOCC software as a Partner Service

4.3.10 License Terms for the Powered by Avaya IP Office and IPOCC

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

The Distributor and Tier 1 Partner must, directly or indirectly, flow down the Avaya Global Software License Terms, as set forth further in the Partner Hosted Cloud Services Amendment to end customer (described in Section 4.3.9 above).

4.3.11 Notice of Any Security Breaches and Emergency Security Issues

Avaya retains the right to provide notice of security breaches as they relate to the Powered by Avaya IP Office and IPOCC software 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.

4.3.12 Emergency Services Notice and Disclaimer

YOU (AS THE PARTNER), UNDERSTAND AND ACKNOWLEDGE THAT THE POWERED BY AVAYA IP OFFICE AND IPOCC SOFTWARE, 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 POWERED BY AVAYA IP OFFICE AND IPOCC SOFTWARE 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 POWERED BY AVAYA IP OFFICE AND IPOCC SOFTWARE. IN ORDER TO PROVIDE EMERGENCY SERVICES TO USERS, YOU MUST IMPLEMENT AN APPROPRIATE EMERGENCY SERVICE SOLUTION THROUGH A THIRD-PARTY AND PROPERLY CONFIGURE THE POWERED BY AVAYA IP OFFICE AND IPOCC SOFTWARE TO ROUTE EMERGENCY CALLS. YOU ARE SOLELY RESPONSIBLE FOR CONFIGURING AND TESTING ANY EMERGENCY SERVICE SOLUTION, INCLUDING CONFIGURATION OF THE POWERED BY AVAYA IP OFFICE AND IPOCC SOFTWARE. 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 POWERED BY AVAYA IP OFFICE AND IPOCC SOFTWARE AND/OR PROVISION OF EMERGENCY SERVICE.

YOU ALSO ACKNOWLEDGE THAT EVEN WHEN PROPERLY CONFIGURED, THE POWERED BY AVAYA IP OFFICE AND IPOCC SOFTWARE HAS CERTAIN CHARACTERISTICS THAT DISTINGUISH IT FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE. THESE CHARACTERISTICS MAY MAKE THE POWERED BY AVAYA IP OFFICE AND IPOCC SOFTWARE 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 POWERED BY AVAYA IP OFFICE AND IPOCC SOFTWARE. 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 POWERED BY AVAYA IP OFFICE AND IPOCC SOFTWARE 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 SOFTWARE OR PARTNER 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 SOFTWARE OR SERVICE, NEGLIGENCE AND OTHER MISCONDUCT OF AVAYA IN CONNECTION WITH EMERGENCY SERVICES.

4.3.13 Restrictions

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

This Powered by Avaya IP Office and IPOCC software 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 Avaya Global Software License Terms set forth at <http://support.avaya.com/Licenseinfo> or a successor site designated by Avaya, or made otherwise available by Avaya upon request.

4.3.14 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

There are no Early Termination Fees for the 12 month term offer. If a Partner signs up for a 24 month or 36 month offer, and wants to cancel the Service with Avaya, the Partner will pay an Early Termination Fee equal to 50% of their remaining term. That is, a Partner must pay 50% of the remaining balance on licenses that they have sold to end customers. Early Termination Fees are payable within thirty (30) days from the effective date of termination.

6 Discontinuation of Powered by Avaya IP Office and IPOCC Software by Avaya

See the Partner Hosted Cloud Services Amendment referenced in Section 4.3.9 for more details on discontinuation.

7 Product Specifications

Powered by Avaya IP Office and IPOCC are based on the IPO and IPOCC technologies and feature enhancements from the latest service packs and feature packs.

7.1 *Interoperability Matrix*

The following table summarizes the supported endpoints for Powered by Avaya IP Office and IPOCC software which is dependent on the public versus private network connection options supported by the software.

Components	Notes
IP Office	Provides core and UC functionality.
IPOCC	Provides contact center enablement. This is optional.
Avaya SBC	Provides Secure Remote and SIP trunking service.
Avaya OSC	Provides Order Processing.
Avaya OSS	Provides Licensing and Instantiation.
Avaya IPOCC WebApp / ChromeApp	Provides contact center agent web interface over private and public networks.
Avaya IPOCC Thick Client	Provides contact center agent interface UI only for private network.
Avaya 96x1 H.323 Phones	Supported over private and public networks.
Avaya 16xx H.323 Phones	Supported over a private network or via IP500 V2 R10
Avaya H.175 SIP Video Desk Phone	Supported over private and public networks.
Avaya B179 SIP Phone	Supported over private and public networks.
Avaya E129 SIP Phone	Supported over private and public networks.
Avaya E159/E169 SIP Phone	Supported over a private network
Avaya D100/160 SIP Phone	Supported over private and public networks without TLS/SRTP.
Avaya 11xx/12xx SIP Phone	Supported over private and public networks.
Avaya Communicator for Windows SIP	Supported over private and public networks directly as well as through Avaya ASBC.
Avaya Communicator for iPad SIP	Supported over private and public networks directly as well as through Avaya ASBC.
Avaya One-X Mobile Preferred SIP for iOS	Supported over private and public networks directly as well as through Avaya ASBC.
Avaya One-X Mobile Preferred SIP for Android	Supported over private and public networks directly as well as through Avaya ASBC.
Avaya Communicator for Web (WebRTC)	Supported over private and public networks Requires Unified Communication (UC) user license.
95xx Digital Phone	Supported via IP Office IP500 v2 R10.
14xx Digital Phone	Supported via IP Office IP500 v2 R10.
DECT R4	Supported over a private network or via IP500 V2 R10
Other Phone models	Integrates all other IP Office CPE supported phone models through on-Premise IP Office IP500 V2 expansion under the Hybrid Cloud deployment option.

7.2 Product Documentation

The following table summarizes the documentation available to support Partners launching a Partner Service based on the Powered by Avaya IP Office and IPOCC software.

Document	Use this document to:
Planning	
OnAvaya™ and Powered by Avaya IP Office and IP Office	Understand system architecture and

Contact Center Reference Configuration for Business Partners	network engineering requirements for the Cloud environment.
Implementing	
Deploying OnAvaya™ and Powered by Avaya IP Office and IP Office Contact Center for Business Partners	Understand the planning, setup, configuration, and ongoing administration tasks that BPs perform in both Cloud solutions.
Deploying Avaya Operations Support System	Understand the planning, setup, configuration, and ongoing administration tasks that BPs perform to deploy OSS.

7.3 Upgrades

For existing Powered by Avaya IP Office and IPOCC R1.1 customers running IP Office R9.1.x and IPOCC R9.1.x, the upgrade process is to first upgrade OSS, then follow the same upgrade steps as the on-premises versions of the IP Office and IPOCC products to upgrade to R10.

To upgrade an existing Powered by Avaya IP Office customer, use the IP Office R10.x GA release .ISO to upgrade the systems. There is no unique upgrade ISO for Powered by Avaya IP Office.

If an existing IP Office customer is migrating their IP500 V2 to become part of the cloud solution they first need to upgrade the IP500 V2 to Release 10 per the on-premises upgrade instructions. For more details see the IP Office Knowledge Base topic [Migrating Licenses to PLDS](#).

Also important to note that there is no migration of IP500 based VMPro recordings, greetings, etc. These items will need to be installed and re-configured in the Powered by Avaya deployment.

It is expected all Powered by Avaya solution elements will be upgraded to current, including the Hosted version of IP Office R10.x, IPOCC R10.x, OSS R2.0.

7.4 Unsupported Configuration

The following items are not supported in Powered by Avaya IP Office and IPOCC R2.0

- Licenses not included or not orderable with Powered by Avaya R2.0: TTS for Email Reading, TAPI Wav User, UMS Web Services, SM Trunk, Windows Softphone, Mac softphone, ACCS Enablement, Branch licenses, IPSec tunneling, Upgrade licenses.
- OSS not a High Availability system
- Addition of Hybrid and HA Cloud for existing Powered by Avaya R1.1 customers is not supported in the initial release of Powered by Avaya R2.0. That functionality is planned for A1S Cloud in the February 2017 release. In the interim, a workaround for an existing customer who wants to add IP500V2 or HA is to cancel their existing Powered by Avaya order and order a new instance.
- Powered by Avaya R2.0 unsupported deployments:
 - Cloud IPOCC with on-premises IPO Preferred Edition or Server Edition
 - Primary Server on CPE with failover to Secondary in Cloud or vice versa
 - Primary Server on CPE and only OSS in the Cloud
- ASBCE not available with Powered by Avaya IP Office and IPOCC as an OPEX offer, but can be sold separately as CAPEX.
- Multi-tenant ASBCE configurations are not supported with Powered by Avaya in the current release.
- For Avaya IPOCC, Partners must complete the steps to create their own OVA file for Powered by Avaya IPOCC deployments. See the document: *Avaya IP Office Contact Center OVA Installation for Powered* for more details.

8 Product Order Codes, Pricing, and Licensing

8.1 PLDS Licenses

PLDS license files are used for this Powered by Avaya IP Office and IPOCC software. These are applied to the systems based on the customer configurations in A1S Cloud Services. Distributor 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 6 above.

The default license files for the Service are below and incremented by adding the User license codes.

Powered by Avaya IPO	Maps to following IPO Licenses
System Bundle (included with Powered by Avaya IP Office every instance)	<ul style="list-style-type: none"> • Server Edition Virtualized (maximum) • SIP sessions (maximum) • Receptionist (Quantity 10) * • VM Ports (maximum) • CTI Link Pro (maximum) • PRI channels (maximum)
Telephony User	▪ Avaya IP Endpoint License (Quantity 1)
3 rd Party Telephony User	▪ 3rd Party IP Endpoint License (Quantity 1)
UC User	<ul style="list-style-type: none"> ▪ Avaya IP Endpoint License (Quantity 1) ▪ Power User license (Quantity 1) ▪ Web Collaboration User (Quantity 1)
3 rd Party UC User	<ul style="list-style-type: none"> ▪ 3rd Party IP Endpoint License (Quantity 1) ▪ Power User license (Quantity 1) ▪ Web Collaboration User (Quantity 1)
IP500 Digital/Analog User	▪ IP500 Digital/Analog User License (Quantity 1)
IP500 UC Digital Analog User	<ul style="list-style-type: none"> ▪ IP500 Digital/Analog User License (Quantity 1) ▪ Power User license (Quantity 1) ▪ Web Collaboration User (Quantity 1)
SMB Cloud Telephony User	▪ Avaya IP Endpoint License (Quantity 1)
SMB Cloud 3 rd Party Telephony User	▪ 3rd Party IP Endpoint License (Quantity 1)
Receptionist/Soft Console	▪ Receptionist/Soft Console
Contact Recorder-System based license	<ul style="list-style-type: none"> ▪ Contact Recorder (Quantity 1). ▪ This is an optional system add-on license for IP Office only deployments. IPOCC includes Contact Recorder in the system bundle and therefore it doesn't need to be ordered separately when ordering IPOCC.

* Effective March 13, 2017, the Receptionist license will no longer be included in the system bundle for new orders, but will be separately orderable. Orders placed prior to March 13, 2017 will continue to receive Receptionist licenses in the system bundle until service renewal.

Powered by Avaya IPOCC	Maps to following IPO/IPOCC Licenses
System Bundle	▪ IPOCC Base License (Quantity 1)

Powered by Avaya IPOCC	Maps to following IPO/IPOCC Licenses
	<ul style="list-style-type: none"> IPOCC Wallboard (Quantity 5) Contact Recorder (Quantity 1) Avaya IP Endpoint License (Quantity 1)
Voice Agent	Voice Agent (Quantity 1)
Multi-Channel Agent	Multi-Channel Agent (Quantity 1)
Supervisor Agent	Supervisor Agent (Quantity 1)

The feature set available to Telephony and Unified Communications users is summarized in the chart below.

	Telephony User	UC User
Broad Endpoint Selection (IP, Digital, Analog, DECT/Wireless,	✓	✓
Digital Endpoints	✓	✓
Analog Endpoints	✓	✓
Mobile Endpoints (including VoIP)		✓
Softclients (Windows, Mac, iOS, Android, WebRTC)		✓
Basic Telephony Features (make, receive, hold, transfer, voicemail, park/page)	✓	✓
Advanced Telephony Features (voicemail to e-mail, video calling, Instant Messaging and Presence)		✓
Secure Remote Worker	✓	✓
Call Recording	✓	✓
Ad-hoc meet me conferencing	✓	✓
Scheduled audio conferencing		✓
Web Collaboration		✓
Desktop Application Integration (Lync, Outlook)		✓
Web Application Integration (SFDC, Google, O365, web-page)		✓
Rich Desktop UC (IM/P, telephony, directory, conference controls, call recording, visual voicemail)		✓
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)		✓

In general, Telephony User is entitled to features such as: make/receive calls, park & page, basic call logs, call forwarding, call transfer, calling line ID delivery, do not disturb, intercept user, last number redial, three-way calling, voicemail, hot desking, mobile twinning, conference bridge.

A Unified Communication (UC) User is entitled to all of the Telephony User features above plus: =advanced mobile application (one-X Mobile Preferred), voicemail to e-mail notification, PC and iPad softphone, video calling, instant messaging and presence, SFDC plug-in, Outlook plug-in, and Lync plug-in.

9 Order Configurations and Rules

9.1 Requirements for Ordering

Partners must be correctly on-boarded and Avaya certified for selling, installing, and maintaining IP Office before ordering the Powered by Avaya IP Office and IPOCC software. Partners must also have entered into all the appropriate contracts/amendments with Avaya, as set forth in Section 4.3.9 above.

Partners interested in participating in the Powered by Avaya solution, must first complete and submit a Cloud Service Provider application. The application can be downloaded at the following link:

<https://sales.avaya.com/documents/1399624234019>. After completing the application, please submit the form to gsdbpsupport@avaya.com. After the application has been reviewed, a team member will reach out to you for next steps.

10 Services and Support

10.1 *Maintenance Service Offer*

Maintenance service is included in the Powered by Avaya IP Office and IPOCC per user subscription price set forth in Section 4.2 above. Hosting Partners are responsible to implement and maintain their hosted infrastructure and Avaya Services provides T3 & T4 support. The support will be delivered by the Global Support Service (GSS) Cloud Capsule team for IP Office to the Hosting Partner.

Ongoing Support (Day 2)

- Prerequisites:
 - All partners must have IP Office Install credentials
 - Installation support and onsite support are excluded, and are the Partners responsibility.
 - The Co-Delivery and Wholesale models require the Partner to be the support provider directly to the end customer.
 - Maintenance Service offer includes Remote technical support for break-fix of the Powered by Avaya IP Office and IPOCC applications. The support entitlement also includes access to product upgrade licenses.
 - Partner has registered and completed technical onboarding for OSS, IP Office and IPOCC. Technical Onboarding is initiated through GRT and involves testing successful remote connectivity using SAL. For Distributors who host Powered by Avaya IP Office and IPOCC, the co-delivery certified Partners need to complete the technical onboarding in GRT and open Service Requests (SRs) with Avaya Support. If the hosting Distributor wants to open an SR, they will need to provide the end-customer Sold To associated with customer.
 - Partner and end customer maintenance records reflect appropriate support coverage
 - Hosting Partner must be formally Co-Delivery authorized and hold the minimum certifications for all products sold in Avaya Powered IP Office/IPOCC solution.
 - Partners have performed due diligence in isolating the issue to the Avaya application before escalating issues to Avaya.
- Service request creation:
 - Partners who purchase the Powered by Avaya IP Office/IPOCC subscription should select product type as “Powered by Avaya”. This will show up the subscription based assets that can be utilized to submit an SR.
 - Partners who purchase the Powered by Avaya IP Office/IPOCC subscription can receive support through multiple channels, specifically;
 - Engagement Web Chat, web talk and web video, the online searchable knowledge base, liaising with the online support community
 - For Service Outages, Partners can either escalate through the TSO button (support.avaya.com) or by calling the local service desk.
 - Support requests are routed to the existing GSS delivery teams for IP Office, IPOCC and Operations Support System (OSS).
 - Reporting IPO/IPOCC Issues: Service Requests for IPO/IPOCC should be created against the end-customer FL used to order Powered by Avaya IPO Solution licenses.

- Reporting OSS Issues: Service Requests for OSS must be created against the partner FL used to provision OSS
- For Avaya A1S Cloud Services issues the partner can create an ITSS ticket against Assignment Group: IT-AVA-ONESOURCE-CLOUD or request support by calling – ITSS @+1-866-282-9248
- In addition to the cloud subscription service, supplemental IPOSS APR coverage may be purchased for Hybrid Cloud solutions that include a premise IP 500 V2 server.
 - Offered in both support models: Wholesale and Co-Delivery
 - Available in 1, 3 and 5 prepaid year terms, and coverage is not refundable for early cancellation
 - Choice of parts service levels: NBD, 4-Hr, Onsite Parts (per geographic availability)
 - This coverage is purchased via Avaya One Source (A1S)

Additional Avaya IP Office Support Services Information

For additional details of the new Avaya IP Office Support Services offering, please refer to the Global Offer Definition Document and other launch materials located at the following URL

<https://sales.avaya.com/en/pss/ip-office-support-services>

10.2 Remote Connectivity using SAL

Remote Connectivity using Secure Access Link (SAL) is a mandatory requirement for Powered by Avaya IP Office and IPOCC solution for Co-Delivery and Wholesale as well for accurate renewals quoting. All the constituent components in Powered by Avaya IP Office and IPOCC solution including IPOCC and OSS support rapid serviceability through SAL to Avaya Client Services and participating Partners. SAL uses the Partner's existing Internet connectivity to facilitate remote support. All communication is outbound from the Partner's environment using encapsulated Hypertext Transfer Protocol Secure (HTTPS). SAL requires upload bandwidth of at least 90 KB/s (720 Kbits/s) with latency no greater than 150ms (round trip).

A Secure Access Link 2.5 Gateway can be deployed in Partner provided VMware infrastructure and manage ~ 500 devices through a single instance.

Important: Partners must ensure that SAL is always configured and registered with Avaya during installation. Avaya support will be delayed or not possible if SAL is improperly implemented or not operational. Secure Access Link is supported through the Avaya Client Services Backbone team. Simply go to support.avaya.com, and place a web ticket for assistance.

For more information on Secure Access Link (SAL) follow the links below;

SAL Whitepaper: <https://sales.avaya.com/documents/1399552180941>

SAL Offer Definition: <https://sales.avaya.com/documents/1399552153865>

Documentation and other Collaterals: <https://support.avaya.com/products/P0587/secure-access-link/2.5.x>

10.3 GRT Registration and Technical Onboarding

In order to register products in GRT, a Partner must have GRT permissions **for the Sold To/FL(s) they want to register products against:**

- Once the contract is setup in SAP and has the 'Siebel dealer ID' field populated, the information flows into CAT which gives the Partner 'Support Services' and 'Registration' permissions automatically for the duration of the contract

- Registration permissions can also be requested by the Partner, and granted by the end customer, using the Customer Authorization Tool. For more information, please visit support.avaya.com/CAT
- Install Base Creation is not necessary because the material code should already be on the install base when it was ordered. Still, sure the install base records have correctly flown from PLDS into respective SoldTo.

Registering IP Office Powered Using SAL (Step 1/3)

A single SAL gateway can cater to multiple devices in Partner's datacenter. The Partner registers a SAL Gateway **at their own Sold To/FL**. The Partner should complete both Install Base Creation and Technical Onboarding in GRT to register the SAL Gateway.

Refer to: <https://support.avaya.com/public/index?page=content&id=PRCS100884>

Registering IP Office Powered Using SAL (Step 2/3)

- The Partner registers Operations Support System (OSS) **at their own Sold To/FL**
 - The material code that should be used is 381427
 - The Partner should complete only Technical Onboarding in GRT to register the OSS
 - Install Base Creation is not necessary because the material code should already be on the install base when it was ordered
 - When performing Technical Onboarding, the Partner should link the OSS with the SAL Gateway registered in Step 1/3

Technical Onboarding instructional video: <https://youtu.be/Yy6SNlaYTpk>

Registering IP Office Powered Using SAL (Step 3/3)

- The Partner registers the IP Office Powered Solution **at the end customer's Sold To/FL**
 - The material code that should be used for the core IPO system deployed in cloud is 385829 or 385830
 - The Partner should complete only Technical Onboarding in GRT to register the IP Office Powered Solution
 - Barring the exception of IPO500V2 hardware, Install Base Creation is not necessary because the material code should already be on the install base when it was ordered
 - When performing Technical Onboarding, the Partner should link the IP Office Powered Solution with the SAL Gateway registered in Step 1

- Technical Onboarding instructional video: <https://youtu.be/Yy6SNlaYTpk>
- SAL documentation: <https://support.avaya.com/products/P0587/secure-access-link/2.5.x>

Material Codes eligible for registration and technical onboarding in GRT are as under. These material codes also carry appropriate support entitlements for Avaya Powered IP Office and IPOCC Solution.

The following material codes will be used for registration and technical onboarding in the Avaya Global Registration Tool (GRT).

Material Code	Material Code Description	Solution Element (SE) Code	FL used for registration
385829	POWERED IPO TELE USER SUBS /S	IPOLNX	End Customer FL used to order Powered by Avaya IPO Licenses
385830	POWERED IPO UC USER SUBS /S	IPOLNX	
385826	POWERED IPOCC VCE AGT SUBS /S	IPOCC	
385827	POWERED IPOCC MCHNL AGT SUBS /S	IPOCC	
700476005 ¹	IP OFFICE 500 VERSION 2 CONTROL UNIT	IP5XV2	End Customer FL used to order IPO500V2 h/w
381427	OPS SUPPORT SYSTEM R1	OSS	Partner FL

Refer the URL below for a demo of GRT Registration and Technical Onboarding process;

<https://www.youtube.com/watch?v=Yy6SNlaYTpk&feature=youtu.be>

10.4 Avaya Maintenance, Lifecycle and Warranty Information

Avaya IP Office Support Services complement standard Avaya maintenance, lifecycle and warranty policies that are posted at <https://support.avaya.com>

11 Product Authorization

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. In order to offer the Powered by Avaya IP Office and IPOCC software, Partners must become authorized to provide co-delivery support for IP Office and IPOCC. Information on Avaya's Authorization process can be found on the Avaya Connect page at <https://sales.avaya.com/en/general/avayaedge>.

11.1 CSP Authorization

CSP authorization is the process by which Avaya Hosting Partners establish their readiness to support the Powered by Avaya IP Office and IPOCC offer. This readiness may relate to competency of personnel or requirements concerning equipment or facilities, including Data Centers or Hosted Solution design.

¹ Refer [Deploying Avaya IP Office™ Platform SSL](#)

[VPN Services](#) when using SSL/VPN establish remote access between Avaya and remote IPO500V2 expansion modules

If a partner is interested in participating in the Powered By Avaya cloud solution, the Partner will complete and submit a Cloud Service Provider application. The application can be downloaded at the following link:

<https://sales.avaya.com/documents/1399624234019> .

After completing the application, the Partner will submit the form to gsdbpsupport@avaya.com. After the application has been reviewed, a team member will reach out to the Partner for next steps.

11.2 ***Credential Strategy***

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.

11.3 ***Credential Requirements***

The Powered by Avaya IP Office and IPOCC offer is available to authorized Hosting Partners for the sole purpose of marketing and reselling their own Cloud Service. The Powered by Avaya IP Office and IPOCC offer may be purchased only by those Hosting Partners who have executed the Partner Hosted Cloud Services Amendment who have been on-boarded as an Avaya Tier-1 Partner.

The Hosting Partner must also hold the minimum sales and services credentials and accreditations as well as the authorization to maintain all Products included as part of the Hosted Solution.

Avaya Certifications and Assessments measure an individual's competency on Avaya products and services. They support Partner authorization. The exams associated with Avaya Certifications are closed book and proctored (secure monitored test environment). Avaya uses a blend of Online Tests and Proctored Exams to validate competencies. Professional Specialist credentials are awarded based upon passing Online Tests. Certified credentials incorporate Proctored Exams as a requirement to earn the credential.

The Avaya Learning website houses all of the Partner credential requirements, policies and credential training maps. www.avaya-learning.com

12APPENDIX: Product Reference Information

Product Information

- Powered by Avaya IP Office product page on www.avaya.com or [SME Sales Portal](#)
- IP Office R10 Product Update <https://sales.avaya.com/en/ip-office-release-10.0-sales-toolkit>
- IPOCC R10Offer Definition <https://sales.avaya.com/en/pss/ip-office-contact-center>

- End of Document