



# SERVICE DESCRIPTION

## Service Agreement Supplement

### For Avaya Support Advantage Essential and Preferred Support

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## 1. Introduction

This Service Description describes the Avaya Support Advantage Essential and Preferred Support services for eligible Supported Products and supersedes all prior descriptions or contract supplements relating to such support. When a translated version of this document conflicts with the English version, the English version will take precedence. This document is an attachment to the End Customer's Commercial Agreement with Avaya and shall serve as the Service Description with respect to such support offering. In the event of a conflict between this Service Description and the End Customer's Commercial Agreement with Avaya, the terms and conditions of the End Customer's Commercial Agreement will control. In the event that an Avaya authorized reseller, distributor, systems integrator or service provider is purchasing support coverage for the End Customer, Avaya will provide the support specified herein to the End Customer.

## 2. Support Advantage Coverage Options

Two coverage options are included within this Service Description for Avaya Software and Hardware products ("Supported Products"):

- Support Advantage Essential.
- Support Advantage Preferred.

In addition for Avaya Hardware Products, the Customer may purchase Support Advantage Parts or Onsite Support coverage only if the software associated with the Supported Products is receiving Support Advantage Essential or Preferred Support coverage. Support Advantage Parts and Onsite support coverage is included in a separate Service Description.

Please note that effective January 22, 2024 and forward, any new purchases of the Avaya Hardware Products below will require Parts NBD coverage for a period of one year at Point of Sale. Where eligible, customers can choose 4 Hours Parts delivery or Onsite coverage as other options, but a minimum of at least Parts NBD coverage will be required. This policy is applicable to 52 countries outlined in the table below:

### Avaya Hardware Servers

- ASP 110
- ASP 130

### Avaya Hardware Gateways

- G450
- G450/S8300E
- G430

Argentina	Colombia	Greece	Lithuania	Philippines	South Africa	United Kingdom
Australia	Croatia	Hong Kong	Luxembourg	Poland	South Korea	USA
Austria	Czech Republic	Hungary	Macau	Portugal	Spain	Utd.Arab Emir.
Belgium	Denmark	India	Malaysia	Puerto Rico	Sri Lanka	Vietnam
Brazil	Estonia	Ireland	Mexico	Romania	Sweden	
Bulgaria	Finland	Italy	Netherlands	Singapore	Switzerland	
Canada	France	Japan	New Zealand	Slovakia	Taiwan	
China	Germany	Latvia	Norway	Slovenia	Thailand	

If Avaya determines a software or hardware fault cannot be resolved remotely and parts replacement or onsite intervention is required, Avaya will proceed with shipment of advanced parts replacement or

dispatch Avaya's field technical resources or designated resource to return the Supported Product to operational condition, including replacement parts as necessary.

Advanced parts replacement and dispatch of Avaya's field technical resources will be at the discretion of Avaya, not the end user customer, after proper remote trouble investigation has occurred. Customers requesting advanced parts replacement or dispatch of Avaya field technical resource will be billed appropriately per the current Per Incident Time and Material rates,

The coverage option, Supported Products, and name of the End Customer will be included on the applicable order or associated quote sheet. The Avaya support obligations are expressly conditional upon the Supported Products:

- Being properly installed per Avaya product specification.
- Not being subject to unusual mechanical stress or unusual electrical or environmental conditions.
- Not being subject to misuse, accident or disasters including, without limitation, fire, flood, water, wind, lightning, or other acts of God.

### 3. Essential Support Coverage

Essential Support coverage provides reactive remote support for all eligible Supported Products and is the **minimum coverage required, where available**, to receive Avaya support on those eligible Supported Products.

**Essential Support is not offered as an option for any Supported Products with a Major or Innovation Release launching on or after August 10, 2015.**

**Essential Support is not offered as an option for any Supported Products licensed as a Subscription.**

#### A. Remote Software and Hardware Support

The End Customer has 24x7 around-the-clock access to an Avaya Service Center via the website (<http://support.avaya.com>) or telephone to request software and (where applicable) hardware support. Avaya may require that only Avaya-authorized End Customer contacts are eligible to request support, verify the identity of End Customer contacts requesting support and limit the number of authorized contacts.

Avaya's remote support, including all electronic and telephone communications, is provided in the English language.

For all Supported Products under Essential Support, Avaya will use commercially reasonable efforts to commence support on the End Customer's request for remote support according to the following table.

	Outage*	Severe Business Impact*	Business Impact & Non-Service Impact*
Requests submitted via website	Within one (1) hour	Within two (2) hours	Within Standard Business Hours
Requests submitted via telephone	Within one (1) hour	Within two (2) hours	Next Business Day

\*Severity levels are defined in Appendix A

## B. Web Services

The End Customer has access to web-based services available at <http://support.avaya.com>. Detailed instructions for access and use of each web service are posted on the support website. Avaya may require that only Avaya-authorized End Customer contacts are eligible to access the support website and may also limit the number of authorized contacts.

**Avaya E-Notifications** – Register and receive proactive notifications via email anytime new and modified product documentation and downloads are posted on the support website. These announcements include Product Correction Notices, Security Advisories, End of Sale Notices, Services Support Notices and User Guides.

**Avaya Support Forums** – View, post and reply to web-based conversation threads to discuss Supported Products (<http://support.avaya.com/forums>).

**Case Status Alerts** – Register for proactive email or text message alerts on the status of an Avaya service request.

**Diagnostics** - Scripting technologies used by Avaya Service and Engineering teams to End Customers. These scripts are based on actual break/fix Service Request data to enhance resolution and trouble isolation steps. Each script can run diagnostic steps against the product quickly, providing simple green, yellow, and red indicators of potential trouble areas along with failure logs where a fault was found.

**Health Check** – Optimize reliability and performance for the Supported Product by using an on-demand tool to generate a HealthCheck report and review the current configuration parameters.

**Knowledge Base** – Access Avaya's on-line knowledge base and use advanced search engines to find: documentation organized by Supported Product including all available user guides for product administration and programming, installation, configuration, upgrades and migrations, and general support; software and firmware download instructions; alarm code definitions with instructions on how to clear the associated alarms; problem descriptions with instructions for prescribed resolution; and answers for frequently- and previously-asked questions.

**My Reports** – View and create reports for service requests and entitlements across all of the Customer's Sold To numbers.

**Software Compatibility Audit (ASCA)** – Create a report providing the software and firmware versions installed on all Communication Manager upgradeable devices as well as the latest versions available for those same devices.

**Parts Replacement** – Parts can be ordered via a web request when coverage includes Parts.

**Service Request creation** – Create a web request for support and receive enhanced response.

## C. Minor Software and Firmware Updates and Service Packs

The End Customer has access to Product Correction Updates ("Update") issued by Avaya. An Update can be a Product Correction Notice (PCN), Product Support Notice (PSN), minor software or firmware update or service pack. Avaya will notify the End Customer via <http://support.avaya.com> of any Avaya-recommended updates.

Updates will be issued as End Customer, remote or technician installable and with a classification of 1, 2, or 3 (defined in Appendix A) depending on the product, level of severity and complexity. Product Support Notice (PSN) updates are issued as End Customer Installable unless otherwise specified in the Product Support Notice (PSN).

	<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>
End Customer installable Update	End Customer installs	End Customer installs	End Customer installs
Remote installable Update	Avaya installs	Avaya installs	End Customer installs
Technician installable Update	End Customer or Avaya installs during coverage hours when Support Advantage Onsite Support is purchased	End Customer or Avaya installs during coverage hours when Support Advantage Onsite Support is purchased	End Customer or Avaya installs during Standard Business Hours when Support Advantage Onsite Support is purchased

- The End Customer must register for Avaya E-Notifications in order to receive Updates.
- The End Customer may contact Avaya at no additional charge with general questions about End Customer installable Updates.
- At the End Customer's request, Avaya will remotely perform the installation of an End Customer installable Update, subject to the End Customer's express approval of time and material charges using Avaya's then current Maintenance Per Incident rates. Maintenance Per Incident charges also apply to any End Customer installable Update required to complete an open Avaya service request.
- Certain Avaya remote installable Updates may require the insertion of End Customer provided media in a local drive at the End Customer's location, and that activity will be the End Customer's responsibility.
- System backups are the End Customer's responsibility and Avaya's installation of an Update does not include any system backup.
- In most circumstances, updating to the latest Minor Release and/or Update version of a product will be required before application of any additional Updates to address a problem.
- Support does not include software or hardware upgrades. If the Update requires a software or hardware upgrade, Avaya will provide the Customer with a separate cost estimate prior to performing any such upgrade.

#### **D. Support Limitations for Essential Support**

- For Supported Products that are not configured in accordance with Avaya documentation, including published guidelines for technical compatibility and connectivity to non-Avaya products, Avaya has the right to restrict its diagnostic and/or corrective procedures to those problems that originate entirely within such Supported Products and do not arise out of, or in connection with, non-documented configurations and/or the Supported Products' interoperability with any other products.
- Support is limited to unaltered versions of the Supported Products and to problems that are reproducible in that version of the Supported Product when operating in a standard operating environment ("Standard Operating Environment").
  - A Standard Operating Environment is one where the covered applications, databases and operating systems have been tested, certified, and documented by Avaya.
  - If the Supported Product is not being run in a Standard Operating Environment, then Avaya may be delayed in starting work on the service request and additional charges may apply.
  - In the event that support is requested for a Supported Product that is not being run in a Standard Operating Environment and Avaya requests that it be put in a Standard Operating Environment in order to reproduce and diagnose the problem, Avaya will not be responsible for the delays caused by such reconfiguration and the End Customer may be responsible for performing such reconfiguration.
  - Any product under an active Support Advantage Support Contract which is deinstalled, moved or altered is not considered in a Standard Operating Environment and will have to be installed, tested and certified to Avaya policy to be considered covered.

- In the event that no trouble is found after putting the altered Supported Product into a Standard Operating Environment, the End Customer may be charged time and material charges using Avaya's then current Maintenance Per Incident rates for Avaya's efforts to troubleshoot the problem.
- Corrections to certain problems may only be available through a more current release of software or through a documentation update.
- Trouble isolation and fault management associated with the installation of Updates will be limited to correcting faults for a Standard Operating Environment.
- Support does not cover customized system features or reports created by the End Customer, Avaya Professional Services or other third parties. Any bug fixing or system re-configuration(s) that Avaya must perform to clear a trouble resulting from the End Customer's configuration changes are not included in the scope of this Service Description. If Avaya determines that a problem is due to the End Customer's or a
- third party's application, or configuration changes, or Unauthorized Avaya Product then resolution and diagnostic fees may be charged at Avaya's then current Maintenance Per Incident rates.
- Avaya will not be held responsible for any loss due to the use of its products in a nonstandard operating environment.

#### E. Products Excluded from the Essential Support Coverage Option

Some Supported Products have not been designated by Avaya as eligible for Essential Support. These products require Preferred Support. Avaya reserves the right to add or remove eligible Supported Products at its sole discretion.

Currently, products which are not eligible for Essential Support are:

- All Major or Innovation Releases of products launching on or after August 10, 2015
- Communications as a Service (CaaS) solutions, such as UCaaS (Unified Communications as a Service) and CCaaS (Contact Center as a Service)
- Fabric Networking solutions.
- Products licensed as a Subscription.

## 4. Preferred Support Coverage

**If the End Customer purchases Preferred Support, coverage includes all of the services included in Essential Support in addition to the Preferred Support services described in this section.**

**For all new Major or Innovation Releases beginning with Aura R8, Preferred Support includes the Upgrade Advantage entitlements (see Section 5). For all major software releases that were Generally Available prior to Aura R8, Upgrade Advantage is a separately orderable offer.**

Preferred Support coverage provides proactive remote support for all eligible Supported Products that offer this capability.

#### A. Proactive Remote Software and Hardware Support

For all Supported Products under Preferred Support, Avaya will use commercially reasonable efforts to commence support on an End Customer request for remote support submitted to an Avaya Service Center via telephone or website according to the following Service Level Objective table.

	<b>Outage*</b>	<b>Severe Business Impact*</b>	<b>Business Impact &amp; Non-Service Impact*</b>
Requests submitted via website	Within fifteen (15) minutes	Within fifteen (15) minutes	Within Standard Business Hours

Requests submitted via telephone	Within one (1) hour	Within two (2) hours	Next Business Day
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\* Severity levels are defined in Appendix A

- Avaya will provide 24x7 around-the-clock monitoring by Avaya EXPERT SystemsSM Diagnostic Tools where applicable, to respond to system-generated alarms on Supported Products.
  - EXPERT SystemsSM will diagnose and attempt to resolve system-generated alarms.
  - Minor Alarms not programmatically resolved, but which have a known solution, may result in identified solution being sent to the End Customer
  - All other unresolvable alarms without a known solution will be routed to an Avaya Engineer for troubleshooting and diagnostics.
- In the event of unresolved major alarms (assigned as a Severe Business Impact Service Request) detected and referred by EXPERT SystemsSM, Avaya will use commercially reasonable efforts to commence support within two (2) hours.
- Unresolved minor alarms (assigned as a Business Impact Service Request) detected and referred by EXPERT SystemsSM will be worked during Standard Business Hours.
- The End Customer may register to receive Avaya case status alerts for resolved and unresolved alarms.
- The End Customer may use the Manage Alarms tool to block the creation of product alarm cases for a Sold To location and (optionally) for a specific product that supports this feature.

#### B. Off-Board Alarm Notification

- On Supported Products that are enabled for EXPERT SystemsSM technology, Avaya will proactively monitor and detect through EXPERT SystemsSM all DS1 and SIP Trunk off-board alarms associated with network facilities and the TCP/IP links associated with Avaya Supported Products that have Avaya/DCIU capabilities.
- Subject to End Customer's registration for Avaya case status alerts, Avaya will send electronic notification of off-board alarms to the End Customer.

#### C. Secure Access Link (SAL) Policy Manager

- The End Customer is entitled to install a SAL Policy Manager that works with the SAL Gateway and may be used to determine and authorize when and how Avaya will remotely access all Supported Products in the End Customer's network.
- The SAL Policy Manager provides the End Customer with a centralized application for the definition, administration, and inclusion of all secure remote access policies that will govern the remote access sessions initiated by Avaya engineers and automated tools through the SAL Gateway.
- The End Customer-defined policies are automatically downloaded by the SAL Gateways.
- The SAL Gateways receive and forward alarms and poll Supported Products for remote access connection requests.
- SAL may also be used by Avaya for diagnostic troubleshooting and determining if a product is working in accordance with Avaya's standards, including counterfeit and gray market diversion policies. This may include monitoring system identification items such as serial number, MAC address, system location or other data for the purpose of determining whether authentic, approved, and maintenance-eligible products have been connected to the End Customer's network.
- The End Customer may access and download the SAL Policy Manager software and installation guide at <https://plds.avaya.com>. Select Downloads and search for "Secure Access Link". SAL Policy Manager and other Support Tools are subject to license terms.

## 5. Upgrade Advantage

Upgrade Advantage is available when Support Advantage Essential or Preferred Support coverage is in effect. **Upgrade Advantage is priced and billed separately from Support Advantage with these exceptions:-**

- a. All new Major or Innovation Releases beginning with Aura R8, wherein Upgrade Advantage is included in the Support Advantage offer;
  - b. Communications as a Service (CaaS) solutions, such as UCaaS (Unified Communications as a Service) and CCaaS (Contact Center as a Service), wherein Support Advantage, Upgrade Advantage, and the license are included in a single price;
  - c. Products licensed as a Subscription, wherein Support Advantage, Upgrade Advantage, and the license are included in a single price.
- When the End Customer purchases Upgrade Advantage, it enables them to upgrade their Avaya provided software user/session licenses to the latest Major or Innovation Release, if and when available, using the commercially available offers. Upgrade Advantage covers the application software user/session licenses but does not cover any infrastructure or operating environment software that may be necessary.
  - Upgrade Advantage is only available on Avaya's then most current Major or Innovation Release and is not available on prior Major or Innovation Releases. End Customers recasting from a Software Support + Upgrade to a Support Advantage agreement that did not upgrade during the agreement term are eligible for Upgrade Advantage. End Customers may also retain their Upgrade Advantage coverage, at then current terms and conditions, when renewing a current Support Advantage + Upgrade Advantage agreement.
  - During the term of the Upgrade Advantage support contract, the End Customer must maintain active Essential or Preferred Support coverage, as applicable based on product release.
  - All associated upgrades of Major or Innovation Releases must be scheduled and implemented during the coverage term of the Upgrade Advantage support contract.
  - Billing for the Upgrade Advantage option will occur even if the End Customer fails to exercise its right to upgrade before the end of the Upgrade Advantage coverage term.

### A. Products Requiring Upgrade Advantage Attach

**Upgrade Advantage is required to be purchased on** all Major or Innovation Releases of products launching on or after August 10, 2015, when Upgrade Advantage is available.

**Upgrade Advantage is required to be purchased on the following products regardless of Major or Innovation Release date:**

- Applications supporting the Fabric Networking solutions. Upgrade Advantage is not required, nor applicable, to any hardware within the Fabric Networking solution, as the operating system is an inherent part of the solution.
- Customer Service Editions (CSE).
- Workforce Optimization (WFO).

**Upgrade Advantage is included in:**

- Communications as a Service (CaaS) solutions, such as UCaaS (Unified Communications as a Service), CCaaS (Contact Center as a Service), xCaas (Unified Communications, Contact Center and Video as a Service) and the new Avaya Enterprise Cloud; xCaas offerings ;
- SA Preferred for all Major or Innovation Releases beginning with Aura R8.

Upgrade Advantage must be renewed when Support Advantage support is renewed, and it may not be renewed at any other time.

When a Support Advantage support is terminated or expires and is not renewed, Upgrade Advantage is terminated or expires at the same time. It is not possible to terminate Upgrade Advantage on active Support Advantage support.

## B. Exclusions from Upgrade Advantage

The Upgrade Advantage option only applies when upgrading a covered software product from one Major or Innovation Release to a subsequent Major or Innovation Release. It does not include:

- Design support, installation, professional services or other service charges.
- Any provisioning of the software.
- Any and all equipment costs.
- Upgrading of components located in an End Customer “crash kit” or maintenance spared equipment.
- Hardware changes required to comply with minimum vintage requirements.
- Project Management costs.
- Upgrades to any and all adjunct software applications.
- New feature functionality or capacity requirements associated with additional software licensing.
- Migration of software application to a new or different hardware or software/operating system platform.

## 6. Exclusions from Essential and Preferred Support

### A. Out of Scope Services Supported With Maintenance Per Incident Time and Material (T/M)

Avaya provides "Maintenance Per Incident T/M" support for out of scope maintenance related activities not included in an Avaya Maintenance Contract. Support is only available to Avaya End Customers and Partner End Customers who have support coverage on the product requiring support. Services provided not directly attributable to a fault in Supported Products that end up being a result of an out of scope activity defined below are billable per the current hourly rate structure. Billable time starts from the time the customer calls or a web ticket is picked up, to the time the case is closed, for support provided for items that would fall outside of what maintenance or warranty would entitle.

Examples of support that would fall outside of maintenance coverage that would be provided under Maintenance Per Incident Time and Material (T/M) would be as follows:

- Programming, administration or configuration changes
- Third party integration or applications
- Acts of nature
- Customer network outages and/or service providers issues
- Avaya installation of customer or partner installable patches
- Support that ends up being related to a product not under warranty or maintenance coverage
- Parts or onsite support for Remote Only or Remote + Parts contracts
- Products that are improperly certified by a party other than Avaya

### B. Additional Exclusions

The following exclusions apply to Essential and Preferred Support coverage

- Any customized system features, configuration changes, or reports.
- The capture of off-board alarms for trunk interfaces (Excluded from Essential Support, but not excluded from Preferred Support).
- Interfacing directly with the End Customer's network carrier or service provider.
- Support for the Secure Access Link (SAL) Policy Server software beyond general usability questions.
- Implementation, installation, and customization services that may be required and that may be provided by Avaya at an additional cost.
- The provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to the Supported Products.
- Customization of, or labor to install, a software application on the hardware.
- Media or hardware replacement for damages or malfunctions caused by: (1) actions of non-Avaya personnel or the attachment of products not supported by Avaya; (2) failure to follow manufacturer's installation, operation, or maintenance instructions; (3) failure of products not serviced under this Service Description; (4) abuse, misuse, or negligent acts of non-Avaya personnel; (5) repair to products if the End Customer or the End Customer-authorized party modified the product in any manner, shall not be covered.
- Services and all troubleshooting support not directly attributable to a fault in Supported Products (including faults in the End Customer's own network or the public network).
- Services that cannot be provided due to the End Customer's failure to fulfill the End Customer responsibilities detailed in the Responsibility Matrix section of this Service Description.
- Your Avaya Support Services Agreement does not cover troubleshooting or resolution of any issues caused by your use of root access to Avaya software or by any third party software use by you. Any requested Avaya support to return the communication systems to proper operating condition shall be charged at Avaya's commercial time-and-material rates. Any detrimental impacts due to the use of root access shall not be grounds for imposing a contractual penalty upon Avaya, and you may not pursue any claim against Avaya arising out of or relating to your use of root access. Avaya's support services obligations may be further

limited by the Support Limitations and Exclusions described in the Service Agreement Supplement.

- Distribution of patches and specific versions of legacy products with the embedded software that is no longer being used by Avaya. The list of affected products is located at <https://downloads.avaya.com/css/P8/documents/101029433>

## 7. Responsibility Matrix

### A. Implementation

Unless Avaya installs the Supported Products through Avaya Professional Services, the End Customer will be responsible for the following actions:-

Responsibility	End Customer	Avaya
Ensure the power and grounding of Avaya products meet the product specifications	X	
Provide the proper environment for the Supported Products, including electrical and telecommunications connections as specified by Avaya.	X	
Follow all of the Avaya installation, operation, and maintenance instructions.	X	
Ensure registration of Avaya Supported Products is completed as defined by Avaya's most recent registration process and accurately maintained after system changes.	X	
Provide Avaya with remote system access via an Avaya-approved connectivity method as provided in this Service Description.	X	
Use the "Avaya Products Security Handbook" available at <a href="http://support.avaya.com">http://support.avaya.com</a> along with the individual product documentation to secure remote access capabilities.	X	
Install, maintain and manage the Secure Access Policy Server including administration of access policies if the End Customer opts to use Secure Access Policy Server (Preferred Support only).	X	

### B. Post-Implementation Support

Responsibility	End Customer	Avaya
Define internal procedures to maintain control of the original software media including creation of backup copies.	X	
Maintain a procedure external to the software program(s) and host computer for backup and reconstruction of lost or altered files, data or program to the extent the End Customer deems necessary.	X	
Notify Avaya of any moves of Supported Products covered by this Service Description.	X	
Access and use web-based services available at <a href="http://support.avaya.com">http://support.avaya.com</a> prior to submitting a service request to Avaya	X	

Responsibility	End Customer	Avaya
Utilize Support Web site tools such as Create Service Request, Check Case Status, Request Parts Replacement, Administer End Customer Site Contacts, Download Software, and Check upgrade Entitlements	X	
Contact Avaya for entitled support.	X	
Respond to Avaya regarding support requests to ensure timely resolution. Note: Avaya will attempt to contact End Customer or Partner 3 times over a 5-business day period. If there is no response, Avaya will assume the issue is resolved and may close the service request.	X	
Monitor alarms generated by Supported Products and carry out instructions available at <a href="http://support.avaya.com">http://support.avaya.com</a> to resolve those alarms (Essential Support only). If the Partner requests support from Avaya but has made no attempt to resolve the alarm or if another fault has resulted from an unresolved alarm, the Partner may be charged time and material charges using Avaya's then current Maintenance per Incident rates.	X	
Ensure the network path allows Avaya alarms to be sent from Avaya Products to Avaya via modem or Secure Access Link	X	
Authorize Avaya to utilize the End Customer's global network to deliver alarms to the Avaya Service Center, if necessary (Preferred Support only).	X	
Provide the Avaya Service Center with the following information when reporting a trouble: Avaya-provided End Customer Sold To Number, End Customer contact information, Description and urgency of the problem, as well as system passwords and equipment access control features required for Avaya to provide remote support.	X	
Upon receipt of an Avaya service request, perform troubleshooting and diagnostics via remote connection to isolate software and hardware-related problems and determine whether a Supported Product is working in accordance with Avaya's standard and published documentation, including all associated application and configuration notes.		X
Unless onsite coverage by Avaya was purchased: Onsite troubleshooting as required.	X	

Upon receipt of an Avaya service request, isolation and resolution of all reproducible problems or anomalies resulting when Avaya installation or configuration instructions were used, as long as the configuration errors are specific to unaltered Avaya software product.		X
Upon receipt of an Avaya service request, identification and resolution of any inconsistencies or errors in Avaya product documentation.		X
Request advance replacement of parts only for the eligible Supported Products.	X	
Unless onsite parts replacement coverage by Avaya was purchased: Replace defective part. Return faulty parts to Avaya according to the guidelines in the Parts Coverage section of this Service Description.	X	
Schedule availability of authorized staff that will have the authority to make decisions on End Customer's behalf concerning the maintenance and service support of systems. The authorized staff is responsible to: <ul style="list-style-type: none"> <li>• Approve any associated maintenance per incident charges</li> <li>• Provide and approve all purchase orders for maintenance per incident invoices;</li> <li>• Permit Avaya to conduct an equipment certification, serviceability, and inventory check if required by Avaya prior to service assumption.</li> </ul>	X	
Determine and schedule Major or Innovation Release Upgrades including authorizing End Customer contacts eligible to download the software (Upgrade Advantage only).	X	
Maintain the system at a current support release (N). Or one Major or Innovation Release prior (N -1).	X	
Maintain Avaya products at the most current Service Pack ("SP") and Firmware ("FW") update level	X	
Monitor and maintain needed certificates of Avaya products/applications.	X	
Ensure registration of Avaya Supported Products is updated as defined by Avaya's most recent registration process, including the removal of deactivated equipment. This includes removing the programming for any inactive or moved equipment administered in the customer's Communication Manager.	X	
Notify Avaya of any software/hardware upgrades, updates to, or additions of any new software and/or applications to the existing systems, if such upgrades and software/applications were purchased from a vendor other than Avaya.	X	

Perform network audits on their network to ensure it is within Quality of Service specifications (e.g. packet loss, jitter, packet latency, etc.) to maintain voice and data services, especially after making any changes to their network.	X	
Advise Avaya of all changes that affect the End Customer's network configurations and operations of Supported Products which may include IP addresses, subnet assignments, topology, server configuration or changes to firewalls that impact Avaya's ability to monitor or remotely access the Supported Products.	X	
Register for case status alerts to receive notification of unresolved EXPERT SystemsSM alarms and off-board alarms (Preferred Support only).	X	
As of May 1, 2018, Avaya will no longer have available for download specific versions of legacy products with the embedded software that is no longer being used by Avaya.  Before May 1, 2018, Customers with affected products in Production are responsible to download and preserve all software necessary to restore, move, or re-install for any reason their Production systems OR upgrade to a release or product line that is not affected, as recommended by Avaya. The list of affected products is located at <a href="https://downloads.avaya.com/css/P8/documents/101029433">https://downloads.avaya.com/css/P8/documents/101029433</a>	X	

For Support Advantage Wholesale, the Partner will be responsible for ensuring that the End Customer responsibilities are performed under this document, and securing (either directly or through resellers, as applicable) all necessary approvals, consents and performance from the End Customer.

For Support Advantage Retail:

- The Partner will be responsible for –
  - Obtaining the purchase order (PO) from End Customers who require a PO to process an invoice payment, and ensuring its submission to Avaya before the due date of scheduled mid-term payments with multi-year support contracts.
- In addition, the Partner will work on an ongoing basis with the End User Customer to:
  - Complete registration of Avaya Supported Products as defined by Avaya's most recent registration process and accurately maintained after system changes.
  - Provide guidance on Avaya product roadmap encouraging the Customer maintains their system at a current support release (N), or one Major or Innovation Release prior (N -1).
  - Provide Avaya with remote system access via an Avaya-approved connectivity method as provided in this Service Description.

## 8. General

### A. Billing and Contract Start Date

Support will commence and be chargeable as follows:

- If Avaya sells and installs the Supported Products, support will commence on the date Avaya notifies the End Customer that the Supported Products are installed according to specifications.
- If Avaya sells the Supported Products directly, but does not install the Supported Products, support will commence on the earlier of the date when software (i) features are enabled, (ii) is downloaded to the target processor or (iii) is physically delivered to the Customer premises.
- If the Supported Products are purchased through an Avaya Partner (including Support Advantage Retail), regardless of what company installs the supported products, Support and billing will commence in accordance with the below schedule:-

Order Type	Commence Support and Billing on the First Day of Month
<b>New</b> Supported Products	<b>Second Month*</b>
<b>Upgrades</b> of existing products already under SA support coverage, including licenses	<b>Second Month*</b>
<b>Increases in the quantity</b> of existing products already under SA support coverage	<b>First Month*</b>
<b>Same</b> order for increases in the quantity of existing products already under SA support coverage contains new Supported Products or an upgrade	<b>Second Month*</b>
<b>Same</b> order for increases in the quantity of existing products already under SA support coverage and new Supported Products or an upgrade, also contains increases in the quantity of existing <b>Third Party Products</b> already under SA support coverage	<b>First Month*</b>

\* **Month following the date that the order for the Supported Products is accepted by Avaya in its order processing system**

Note –

- For Third Party Products support commencement may vary from the above dates.
- If an earlier commencement from the above dates is being requested, then this must apply to all line items in the order.

### B. True Up

Avaya may perform true ups to determine if additional Avaya Servers and Gateways have been added as Supported Products and bill for the Avaya Servers and Gateways.

### C. Renewal of Coverage

Support Advantage coverage for Supported Products will automatically renew at the end of the initial term of coverage and any renewal term under Avaya's then current Service Description applicable to Supported Products, unless either party provides written notice of its intent not to renew such coverage at least 30 days prior to the renewal date. If the Customer is an Avaya authorized reseller or distributor, renewals will not be automatic unless auto-renewal is available from Avaya. Auto-renewal for authorized resellers and Distributors is not available in all regions. Where auto-renewal is available, Support Advantage 1-year and 3-year support agreements will renew at then-current rates and for a similar term

length as the expiring agreement, except when shorter renewal terms are required by local country laws or regulations. Five-year auto renew is no longer available.

#### D. Re-initiation of Lapsed Coverage

A re-initiation fee will apply to reinstate support when coverage has lapsed. The applicable re-initiation fee will be invoiced and payable with the first billing of the new coverage. For details on the fees, refer to the <https://support.avaya.com/helpcenter/getGenericDetails?detailId=C2015630103327136012>.

Note:

1. The re-initiation fee is subject to change at any time.
2. Re-initiation fees are not discountable.
3. Time and Materials (T&M) support is not available if a support contract has lapsed.
4. Support is not available the day after the expiration date of the support contract.

#### E. Certification

Supported Products that are newly purchased, used or have not been continuously covered by Avaya support are all eligible for coverage; however, certification of the Supported Products may be required. Certification ensures that Supported Products are properly installed and in good working order.

Certification of Supported Products may be required when:

1. Supported Products classified by Avaya as "not customer-installable" were installed by a party other than Avaya, an authorized Partner or a manufacturer or manufacturer-authorized service provider (for non-Avaya products).
2. Avaya support coverage on Supported Products has lapsed for more than ninety (90) days or was never initiated.

Certification is not included in this Service Description and will be charged at Avaya's then current Maintenance Per Incident rates if Supported Products are not added under Support Advantage coverage within 45 days of certification completion. Avaya does not guarantee Supported Products subject to certification will be certified. If Supported Products are found to be ineligible for certification, the Customer is responsible for corrections required to make Supported Products eligible. A list of Support Advantage Supported Products is located at [http://support.avaya.com/support\\_advantage](http://support.avaya.com/support_advantage).

#### F. Coverage Required for Hardware Components Within the Same System

All Avaya servers and gateways that are part of the same system at the same site must have the same level of coverage (i.e., Parts or Onsite Support). If the Customer is found to have varying levels of coverage on servers and gateways that are part of the same system at the same site, the servers or gateways covered at a lower level of coverage will be brought up to the higher level of coverage and Avaya shall bill the Customer for the incremental charge, calculated to be co-terminus with existing coverage.

#### G. Coverage Required for Avaya Integrated Solutions

All Avaya solutions that are integrated with other Avaya solutions (e.g., Communication Manager integrated with Avaya Call Center) can be covered by different levels of Support Advantage coverage but must have the same delivery option (either all Avaya Delivery or all Co-Delivery). A list of integrated solutions is located at [http://support.avaya.com/support\\_advantage](http://support.avaya.com/support_advantage).

#### H. Coverage for Avaya Independent Products or Applications at Same Site

Independent or separate systems such as Communication Manager, Modular Messaging and Call Management System Supported Products at a single location can be covered by different levels of Support Advantage hardware coverage (e.g., Communications Manager with Onsite Support and Modular Messaging with Parts). If the Customer is found to have varying levels of coverage for components that are part of the same system at the same site, the components covered at a lower level

of coverage will be brought up to the higher level of coverage and Avaya shall bill the Customer for the incremental charge, calculated to be co-terminus with existing coverage.

### I. Dedicated Access

As an entitlement to the Customer's product purchase, Avaya will provide the Secure Access Link (SAL) Software Gateway in order to provide remote, secure access to the Customer's systems for support. The Customer should have the Software Gateway installed no later than the delivery date of the Avaya-installed systems/devices or prior to the commencement of support in all other situations, so that Avaya can perform the services as described. The IP address must be provided to Avaya as soon as it is available. The Policy set by the Customer must allow outbound connection from the Customer's location back to the Avaya Service Center in order for Avaya to provide remote support on a 24x7 basis or there may be degradation to the service and support the Customer receives from Avaya. The Avaya support obligations under this document are contingent on the provision of remote access. **If an Avaya-approved standard remote connectivity method is not approved and implemented by the Customer, Avaya is excused from any liability and contractual performance standards when using nonstandard connectivity methods. If using nonstandard connectivity methods, Avaya may not be able to provide support and Avaya may charge time and material charges using Avaya's then current Per Incident Maintenance rates if there is additional cost to Avaya in providing support to the Customer.**

### J. Termination of Support

The Customer may terminate Services at any time during the current contract term upon at least 30 days written notice and shall be subject to payment of: (i) support charges up to and including the effective date of termination, and (ii) Termination Cancellation Fees. Termination Cancellation Fees shall be calculated and equal to the charges set forth in the applicable SAS/SD or SoW document or, if no Termination Cancellation Fees are set forth in the applicable SAS/SD/SoW, in the current Avaya Global Maintenance Termination Policy in effect as of the effective date of the termination. For complete policy details reference the Avaya Global Maintenance Termination Policy which can be <https://support.avaya.com/helpcenter/getGenericDetails?detailId=C20179209390387056> or can be provided by Avaya upon written request.

### K. Extended Services Support

Periodically, Avaya or a third party manufacturer may declare "end of life," "end of service," "end of support," "manufacture discontinued" or similar designation ("End of Support") for certain Supported Products. Refer Avaya Product Lifecycle Policy for further details: <http://support.avaya.com/css/P8/documents/100081098>

Customer may access Avaya's user support website (<http://support.avaya.com>, or such successor site as designated by Avaya) for End of Support notifications, and to register an e-mail address to receive e-mail notifications of the same, when published by Avaya. For Products subject to End of Support, Avaya will continue to provide the support described in this Service Description, except for the End of Support exceptions listed herein

Avaya will make commercially reasonable efforts to provide the same level of support described in this document, with the following exceptions:

- Product Engineering support and new maintenance updates, such as Product Correction Notices (PCNs), "bug fixes" and interoperability/usability solutions, are no longer provided.
- Certain faults or functionality issues may not be resolvable or reproducible without upgrading the system to a version currently supported by the manufacturer. The Customer will be responsible for the costs associated with any upgrades.
- Access to and availability of support expertise on some Products may decline over time
- The Customer may experience delays in response or repair intervals.
- Avaya will endeavor to reserve its spare parts inventory to support Extended Services Support customers. However, since replacement parts may no longer be manufactured, some Products

may become increasingly scarce over time. This scarcity may affect response and repair times, and certain Products may require replacement with more current substitute Products, whether new or refurbished.

- It may be necessary to purchase an upgrade to resolve a trouble if replacement parts or substitute Products are not available, or if the substitute Product is incompatible with a customer's current Product. The risk of this situation will depend on the Product's type and age. Avaya will endeavor to highlight upcoming shortages via ongoing "Services Support Notices" posted at [support.avaya.com](http://support.avaya.com).
- The extended services support period may vary based on product availability, demand and other business factors, at Avaya's discretion.

Extended Services Support is provided only to the Avaya Customer purchasing support services (i.e., Support Advantage) for the affected Supported Products.

A list of products that are currently supported is available from Avaya at [http://support.avaya.com/Support\\_Advantage](http://support.avaya.com/Support_Advantage).

## Appendix A: Definitions

### **Business Severity Categories:**

**Outage Service Request:** A real-time service or product outage in a production system that could require drastic measures to restore (such as a system restart), severely downgrades service capacity, or results in a loss of service for a significant number of end users. This situation severely impacts productivity or creates a significant financial impact or presents a risk for loss of human life. NOTE: requires customer to commit to 24x7 dedicated resource until restoration/workaround.

**Severe Business Impact Service Request:** Severe degradation of production system or service performance for which there is no active workaround and problem severely impacts service quality or the control or the operational effectiveness of the product affects a significant number of users and creates significant productivity or financial impact. This situation materially obstructs the firm's ability to deliver goods or services Also includes automated product alarms which meet the Severe Business Impact criteria as noted above. NOTE: requires customer to commit to a 24x7 resource (if so entitled, or 8x5 if not) until restoration/workaround.

**Business Impact Service Request:** Significant degradation to the system's operation, maintenance or administration: requires attention needed to mitigate a material or potential effect on system performance, the end-customers or on the business. Also includes automated product alarms which meet the Business Impact criteria as noted above..

**Non-Service Impact Service Request:** A question or problem that does not immediately impair the functioning of the product or system and which does not materially affect service to end-customers. If related to a problem, the problem has a tolerable workaround. Includes consultation, records corrections, and administrative issues.

**Class 1 Product Correction Notice:** A major system failure due to product non-conformance with high probability of potential loss of system use or functionality and/or loss of customer information.

**Class 2 Product Correction Notice:** A moderate system failure with moderate probability of loss of system use or functionality and/or loss of customer information.

**Class 3 Product Correction Notice:** A minor system failure with low probability of potential loss of system use of functionality and/or loss of customer information.

**Commercial Agreement:** Means, as the context requires, a direct Customer Agreement, a Reseller Agreement, a Value Added Reseller Agreement, a Distributor Agreement, a Service Provider or Systems Integrator Agreement.

**End Customer:** Means the end customer purchasing support services directly from the Partner (or the Partner purchasing service for its own internal use) for the Supported Products.

**Feature Pack:** A downloadable, quick and easy to install, software deliverable containing one or more features that may be enabled individually and/or optionally licensed. May also contain maintenance correction. Feature Packs are typically designated as a change in the digit to the right of the second decimal point (e.g., n.y.[z]).

**Maintenance Per Incident:** Time and material (T&M) support available for out-of-scope or break-fix related activity not included in this Service Description. Support may be remote and/or onsite based on the product being supported and the time of day.

**Major or Innovation Release:** A major change to the software that introduces new optional features and functionality. Major or Innovation Releases are typically designated as a change in the digit(s) to the left of the first decimal point (e.g. [n].y.z).

**Minor Release:** A change to the software that introduces a limited amount of new optional features and functionality. Minor Releases are typically designated as a change in the digit to the right of the first decimal point (e.g. n.[y].z).

**Non-Critical Component:** Any other covered part that is not classified as a Critical Component.

**Order Closure:** When an order is booked and closed within Avaya's billing system of record (SAP).

**Partner:** Means, as the context requires, any of the following: an authorized Avaya reseller, value added reseller, distributor, service provider or systems integrator partner

**Perpetual License:** One-time fixed quantity license typically billed up front allowing continued use of the software for as long as the customer complies with the license terms in the contract language.

**Service Description:** The Service Description may also be referred to as a Service Agreement Supplement (SAS), Service Description Document (SDD), Statement of Work (SoW), or Channel Service Agreement.

**Software Update:** Changes in the software that typically provide maintenance correction only. An update is typically designated as a change in the digit to the right of the second decimal point (e.g., n.y.[z]), representing a re-release of the corrected software version, or an issue(s)-specific correction provided in the form of a patch, super patch, service pack, bug fix, etc.

**Standard Business Hours:** Monday through Friday (or any other local period of five (5) consecutive working days according to local custom) between the hours of 8:00 a.m. and 5:00 p.m. in the time zone where the Supported Products are located, excluding Avaya observed holidays (a list is available upon request).

**Standard Operating Environment:** The covered applications, databases and operating systems that have been tested and certified by Avaya.

**Subscription Licensing:** Means the Software licenses which are subject to a Fixed Term Software Subscription and/or Pay-per-use Software Subscription at any given time.

**Subscription License – Fixed Quantity:** Fixed Quantity of Software typically billed up front on a recurring basis and used for a specific, limited period of time during which the user is allowed access/right to use of the software.

**Subscription License – Pay-Per-Use:** Variable Quantity of Software typically billed in arrears on a recurring basis and used for a specific, limited period of time during which the user is allowed access/right to use of the software.

**Supported Products:** The software and hardware products manufactured by Avaya and included on a service order form. Support for products manufactured by independent third parties (OEM products) may be included as Supported Products under a separate Service Description. These products are often serviced by third parties and the levels of service coverage and response intervals are designated by the third party performing the service. The service levels and response times contained in this document will not apply to these third party products.

**Third Party Products:** means any products manufactured or developed by a party other than Avaya, and may include without limitation, products ordered by Reseller or End User from third parties pursuant to Avaya's recommendations. However, components of Avaya-branded Products are not Third Party Products if they are both (i) embedded in Products (i.e., not recognizable as stand-alone items); and (ii) are not identified as separate items on Avaya's price list, quotes or Documentation.

**Update:** A Product Correction Notice (PCN), minor software, firmware update, or service pack.

**Unauthorized Avaya Product:** Means an Avaya product or component which (i) is acquired by Reseller or any predecessor in title from a source other than Avaya or a Distributor or (ii) is sold by Reseller to unauthorized third parties who are not End Users. Notwithstanding the foregoing, if the Territory is a

European Union country, Avaya products or components sold to or acquired from another European Union country authorized Channel Partner shall not be considered Unauthorized Avaya Products.

**Upgrade:** A Major or Innovation Release of software.