



Service Description

for

Avaya Conversational Intelligence

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Avaya Conversational

Intelligence Service Description

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3/21/19	1.0	Product Management, Legal	Review updates
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9/26/20	2.5	Ernie Wong	Updates to use with Avaya Master Cloud Agreement

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1. ABOUT THIS DOCUMENT

This Service Description is intended for direct Customers. It provides an overview of the Avaya Conversational Intelligence ("**ACI**") offer, as well as key elements of the delivery of the Service.

This Service Description also describes the specific terms of the ACI offer made available by Avaya Cloud Inc. or the applicable Avaya affiliate ("**Avaya**") to our customers ("**Customer(s)**," **You**" or **Your**"). Use of Avaya Conversational Intelligence is governed by this Service Description and the terms and conditions of the written or online agreement between You and Avaya ("**Avaya Agreement**"). Avaya reserves the right to change this Service Description and to the content and timing of any Service feature from time to time at its discretion. Avaya posts the most current Service Description at <https://support.avaya.com/helpcenter/getGenericDetails?detailId=C2012112916262543043#Top>

Further, 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.

2. INTRODUCTION

With Avaya Conversational Intelligence, Avaya offers Customers the Avaya Conversational Intelligence Service hosted by or on behalf of Avaya, as further described in this Service Description (the "**ACI Services**" or "**Services**").

ACI Services highlights are described below:

- Major features include:
 - Live US English and Latin/Mexican Spanish language based ACI transcription services
 - API access to all transcriptions and associated metadata
 - ACI Explorer (Chrome browser-based interface, to view, search, and interact with transcriptions and associated data)
 - ACI Executive Dashboard (a browser-based interface to view call metrics and trends)
 - An Avaya managed multi-tenant cloud service connected to your Avaya on-premises or public cloud hosted contact center solution.

For more information and a complete list of features, see Section 3.

- ACI Services are offered, per instance, directly from Avaya.
- Avaya hosts the ACI Services on Amazon Web Services (AWS) in the United States.

3. ABOUT AVAYA CONVERSATIONAL INTELLIGENCE

3.1 Elements of Avaya Conversational Intelligence

ACI Services fees will include the following, unless otherwise agreed in writing by Avaya:

- Access to ACI on AWS, including updates and upgrades that Avaya elects to make available to its customers generally.
- Access to ACI Tier 1-4 support services help desk for tickets via email.

Customer specific customization of ACI is not included in the ACI Services fees and is the responsibility of the Customer.

Optional add-on professional services may be purchased for an additional charge. Optional add-on services may include, but are not limited to:

- Complex configuration services
- Custom integration and/or application development services

3.2 Deployment and System Requirements

Use of ACI Services requires the use of one or more compatible devices, Internet access, session border controllers, and certain software. You acknowledge and agree that system requirements for the ACI Services may change from time to time and that in order to continue to use the ACI Services You will continue to adhere to the system requirements. Avaya will strive to provide at least five (5) days prior notice of changes to the system requirements.

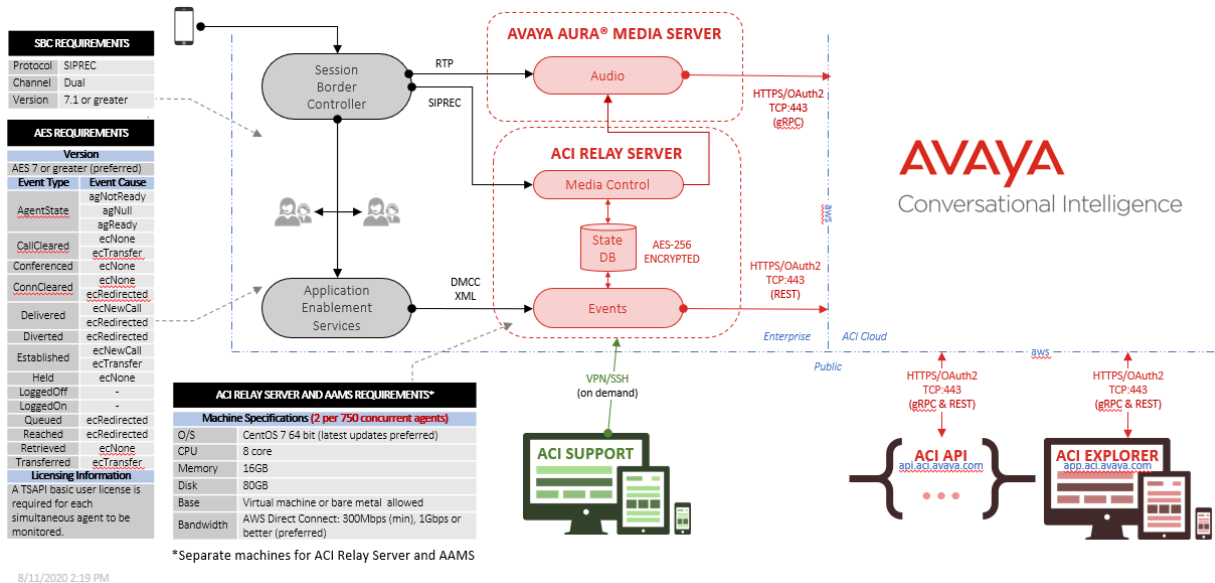
Network connectivity options are Internet, VPN or Amazon Direct Connect services. There are, however, configuration requirements that will be addressed as part of the ACI Services start-up project and tasks.

Regardless of the deployment model for ACI Services, Customer is responsible, at Customer's expense, for providing all the SIP Trunks, Network connectivity, DID/Toll free numbers, and/or other connectivity. Additionally, Customer must provide service infrastructure, specific connectivity, documentation and Customer contact information as described in an Avaya Customer Requirements Document which will be provided to Customer prior to the ACI Service implementation. This Customer Requirements Document is incorporated by reference into this ACI Service Description.

3.3 Avaya Conversational Intelligence System Architecture.

Avaya Conversational Intelligence

Hybrid Deployment Model (Avaya) – August 2020



3.4 Avaya Conversational Intelligence Package Details

ACI Services offer preconfigured Avaya Conversational Intelligence components supporting live transcription, API access to data, ACI Explorer, and ACI Executive Dashboard as a ready for service solution.

Customer is responsible for post deployment customization to customize the solution to meet their specific needs.

Avaya Conversational Intelligence Features:

- **Real time ASR engine**
 - Accuracy: Words matter. With ACI each conversation is analyzed and reported accurately and in real time.
 - Real Time: Old insight is too late. ACI is designed to process voice conversation “in channel” and generate transcriptions to support Your most demanding in-call applications. Latency can be adjusted based on Your needs to support both active (real time) and passive (post-conversation) applications at scale.
 - Scale: Anyone can transcribe and analyze a single call. ACI can scale up to process all of the concurrent conversations that pass through enterprise contact centers and deliver real time results for a variety of applications, securely and reliably.
- **Advanced live annotations that serve as triggers for actions during the call**
 - Supervisors can see a real time view of all calls from their team, sorted and visually formatted based on annotations.
 - Bridges the gap between insight and policy that can otherwise take days or weeks to implement. Supervisors and Managers can test and gauge performance in real time.

- **Summarization**
 - Whether within a single call or across thousands of conversations, ACI's AI-backed annotation capabilities automatically consolidate conversations into key points for faster understanding and less agent and supervisor guess work.
- **ACI Explorer**
 - Access data via a UI in a Chrome browser to view and search transcriptions. Customer is required to obtain any required third party browser licenses at Customer's expense.
- **API access to all call recordings, transcriptions, and associated metadata**
 - The ACI API allows You to programmatically execute a search query and retrieve all resulting call documents and add or update custom call attributes, including Entities and Intents spoken by the Customer.
- **Telephony integration with your existing Avaya on-premises switch or Avaya public cloud solution**
 - ACI interfaces directly into a Customer's existing telephony infrastructure on-premises or in the cloud – to capture and process voice calls automatically and reliably.
- **Scalable cloud solution**
 - With ACI, You can start small and grow as Your business dictates.
- **System Tuning**
 - 3 weeks of data collection will to be applied to system tuning for Customer environment.
- **Supervisor User:**
 - Provide Supervisor named account/s for Customer.
- **Demonstration:**
 - Functional demonstration of ACI solution.

4. OFFER AVAILABILITY

Currently, Avaya Conversational Intelligence will be sold directly to Customers in the United States.

5. ORDERING PROCESS

Please complete the attached Service Order Form:



and email to acisales@avaya.com. An Avaya ACI representative will contact you to discuss your specific needs and use cases.

6. SUPPORT AND SERVICES

Avaya will provide Customer with technical consultation support for the ACI Service. Customer may access technical support by calling +1-888-977-6536 or by sending an email to acisupport@avaya.com. Technical support agents are available to answer Customer's calls Monday through Friday from 7:00 am to 7:00 pm (Eastern Time).

7. ACI SERVICE TERMS

7.1 Terms of Service

The Customer's right to use the ACI Service will, at all times, be conditioned on compliance with payment obligations for the Service and compliance with the Avaya Agreement. Unless the Service Description expressly states otherwise, if there is an express conflict between the terms of this Service Description and the Avaya Agreement, or the Service Description, the Avaya Agreement will govern, followed by the Service Description and finally the Service Order.

7.2 PCI Compliance

For purposes of the Service Description, the term "cardholder data" refers to the unique identifier assigned by the card issuer that identifies the cardholder's account or other cardholders' personal information. Avaya shall undertake commercially reasonable efforts to at all times comply with the Payment Card Industry Data Security Standard ("PCI-DSS") requirements for cardholder data that are prescribed in the PCI Data Security Standard or otherwise issued by the PCI Security Standards Council, as they may be amended from time to time (collectively, the "**PCI-DSS Requirements**").

7.3 Restrictions

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

You acknowledge and agree that You are responsible for determining whether the Services are specifically appropriate for applicable law, rules and regulations in light of Your business, and for use of the Services in a manner consistent with such laws, rules and regulations. You acknowledge and agree that use of the Services and each party's compliance with its respective obligations are not intended for, and do not constitute, Your compliance with any local, state, national or internal law, treaty or regulation.

CUSTOMER ACCEPTS THE RESPONSIBILITY OF IT AND ITS USERS USING THE SERVICE IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO, THE TELEPHONE CONSUMER PROTECTION ACT AND ITS ASSOCIATED REGULATIONS PROMULGATED BY THE FEDERAL COMMUNICATIONS COMMISSION, AND APPLICABLE STATE TELEMARKETING LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO THE BOT BOLSTERING ONLINE TRANSPARENCY ACT, AS WELL AS APPLICABLE CALL RECORDING LAWS.

7.4 Use of Data

Data pertaining to Your use of the Services will only be collected and used by Avaya for the purposes of: (i) securing and improving respective services or offerings; (ii) providing our customers with analytics and benchmarking information once such data has been aggregated; and (iii) providing You with

support services (directly or through a subcontractor).

7.5 Data Retention

Customer Data will be retained for 90 days, unless otherwise specified in the Service Order.

7.6 Proof of Concept

The first thirty (30) days of Customer's ACI Service, or such other period which may be communicated to Customer in writing by Avaya, may be a proof of concept ("POC") period. Upon written notification of Customer's request for a POC, Avaya will provide a POC. The POC will be performed at no additional cost to Customer. Upon completion of the POC, the ACI Service will become available to Customer and the Service Term will commence, unless Avaya receives from Customer written notification within seven (7) calendar days of the completion of the POC of Customer's termination of the order for the ACI Service for convenience.

7.7 Changes or Discontinuations to the Service

Notwithstanding anything to the contrary in the written Agreement, Avaya may at its sole discretion modify the aspects, features, or functionality of the Service or release a new version at any time as it deems necessary. Notwithstanding the foregoing, Avaya will endeavor to provide Customer with fifteen (15) days prior notice for any material changes.

In addition, Avaya may, at its discretion and without liability, discontinue the Service offering in the market and terminate the Service. Avaya will endeavor to provide sixty (60) days prior written or electronic notice but the notification period may be longer or shorter at Avaya's discretion.

7.8 Notice of Any Security Breaches and Emergency Security Issues

Avaya retains the right to provide notice of security breaches as they relate to the Service as necessary to comply with applicable laws and regulations. In the event of a security breach, Customer 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, Customer is fully responsible for all costs and expenses of notifying the Customers' employees, and if applicable, any other users of the Service of such a security breach, and Avaya shall have no such obligations or liability. If there is an emergency security issue, the Customer's account and access to the Service may be suspended automatically. If suspension occurs, Avaya will endeavor to ensure that suspension would be to the minimum extent required and of the minimum duration to prevent or terminate the issue. If a Customer's account is suspended without prior notice, Avaya will provide the reason for the suspension as soon as is reasonably possible.

8. GLOSSARY

For this Service Description, the following terms will be used:

- **Avaya** – Avaya Cloud Inc. or the applicable Avaya affiliate
- **Intent** – words and phrases within the transcript referring to a meaningful concept from the point of view of the line of business, such as emotion, intention, conversational event, mentioning a particular product or service, etc.
- **Entit(ies)** - words within the transcript referring to a real-world object that can be described using a proper name, such as a person, a brand name, a geographical location, etc.
- **Customer, You or Your** – a company buying the Service from Avaya for its internal business purpose
- **Customer Data** – Electronic data, text, audio recordings and associated transcripts, or other data that is transmitted stored, retrieved, or processed in, to, or through the Service
- **Service Term** – the length of the Customer’s ACI Service subscription as defined in the Service Order