

**EXHIBIT I TO ATTACHMENT D
CLOUD SUPPLIER END USER LICENSE AGREEMENT (EULA)/Terms of Services**

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cassia	MIT License
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FiddlerCore	Eric Lawrence license
InnoSetup	Inno Setup License
libSrtyp	Cisco
libvpx	BSD-3
libwebm	Google VP8
log4net	Apache 2.0
mkclean	GNU LGPL 2.1
nss	Mozilla Public License (MPL) 1.1
openssl	Open SSL License
pthread	GNU LGPL 2.1
reSIProcate	Vovida Software License 1.0
speex	BSD-3
websocketpp	BSD Short License
WindowsDesktopSharing	Code Project Open License
WinPcap	BSD-3
xerces	Apache 2.0
zlib	zlib license
Apache Commons Collections	Apache 2.0

Apache Commons DBCP	Apache 2.0
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Apache Commons Pool	Apache 2.0
Hazelcast	Apache 2.0
Apache Commons HTTP Client	Apache 2.0
Apache Commons HTTP Core	Apache 2.0
Jackson	Apache 2.0
JCIFS	GNU LGPL 2.1
jDOM	Jdom License
jSch	Jsch License
json-simple	Apache 2.0
jtds	GNU LGPL 2.1
log4j	Apache 2.0
quartz	Apache 2.0
slf4j	MIT License
sshd	Apache 2.0
Tyrus	Common Development and Distribution License (CDDL) 1.1
WebSocket++	BSD Short License

**Exhibit II to Attachment D
Service Level Availability (SLA)**

The Master Server will be available 99.9% of the time as measured on a monthly basis ("Uptime Availability"), excluding routine maintenance; reasonable downtime of Calabrio systems; reasonable downtime due to any interruption, termination, or failed operation of: (i) the Internet, (ii) any private intranet, (iii) third party telecommunication services; and force majeure events. If Calabrio is not in compliance with this obligation in any 30-day period during the Term of this Agreement, Avaya can request credits in the amounts set forth below for the applicable month.

Uptime Availability	Credit
Less than 99.9% but greater than 99.7%	5% of the Monthly Fee
Less than 99.7% but greater than 99.4%	10% of the Monthly Fee
Less than 99.4% but greater than 99.1%	20% of the Monthly Fee
99.1% or less	30% of the Monthly Fee

If there are three (3) consecutive monthly Uptime Availability failures, in addition to the credits, Avaya shall have the right to terminate the Service and shall not be liable for any payments that were first invoiceable after the termination date. Such termination right must be exercised, if at all, by providing written notification to Calabrio within thirty days from the end of the third consecutive month in which a failure has occurred, and the notification shall provide a termination date no later than ninety (90) days after the date of the notice. With the exception of Avaya's right to terminate the Service as described in the foregoing sentence, the credits referenced herein are Avaya's sole and exclusive remedy for failure to maintain the Uptime Availability standards.

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Appendix A “Supplier Support Plan”

Below is the Supplier Support Plan:

GENERAL

Executive Summary

This Supplier Support Services Policy (“Policy”) describes the guidelines for the performance of Support Services by Calabrio, Inc. (“Calabrio”) and pre-existing Teleopti Solutions. This Policy covers the provision of Support Services on a global scale through the use of a Support Services staff across Calabrio’s office locations.

Hours of Operation and After-Hours Support Services

Calabrio Support Services (“CSS”) operate during Calabrio’s normal business hours, Sunday 11:00pm through Saturday 1:00am GMT, excluding Calabrio holidays. If you request Support Services outside the normal business hours, the request will be deemed a request for functional support and may result in a separate invoice.

If not stated otherwise in your underlying agreement, the location of your headquarters will determine which Calabrio Support Office you will be primarily linked:

- Americas – CST
- EMEA – CET
- APAC – SGT

How to Contact Us

Calabrio understands the importance of strong communication when issues arise and offers several methods in which you may reach us to create a Service Request:

- **Calabrio Success Center (“CSC”)**: Fill out and submit a Service Request via the CSC at <http://success.calabrio.com>.
- **Email**: Send an email to calabriosupport@calabrio.com.
- **Phone**: Call the Calabrio Support Center. Up-to-date Global and Regional telephone numbers are available on our [website](#).
 - Severity 1 issues must be called into the Support Center.

Expectations Following Initial Contact

Upon receipt of a Service Request, Calabrio validates your support entitlement, opens a service ticket, and commences investigation to assist in resolving or determining the issues subject to the request. Note that installations or upgrades may be referred to Calabrio Professional Services (“CPS”).

You may be required to provide remote access via WebEx or other established and approved means to the application systems for CSS to assist in the diagnosis and troubleshooting of the reported issue. If you purchased Calabrio’s cloud solution, you may be requested to establish an administrative account for CSS to assist with diagnostic efforts and troubleshooting of the issue. In some cases, CSS may request access to your premises for provision of the Support Services.

Security

Calabrio understands the confidentiality of information collected while you use the solution and adheres to its internal security policies in the performance of Support Services. CSS are certified under the ISO 27001 security framework.

2. SUPPORT SERVICES: BEST PRACTICES

Key Questions

Completion (to the best of your ability) of the following template is crucial in expediting your Service Request to resolution:

1. *Are you the Main Contact for this issue? If not, who is?*
2. *Contact information (at a minimum, phone number and email should be supplied)*
3. *What Product Version do you use?*
4. *What issues are you experiencing?*



5. *When did you start experiencing these issues?*
6. *Was there a change in your environment (e.g., outage, operating system change, etc.)?*
7. *Has this happened before? If so, how often?*
8. *How many Users or Agents are affected?*
9. *Have you attempted any troubleshooting already?*
10. *Have logs been collected?*
11. *Do you have screenshots of the errors?*
12. *Can the issue be recreated?*

Best Practices

Open a Proactive Case request with CSS for any major reconfiguration of the base application, significant increases in user counts or retention periods, major upgrades, reconfigurations of third party systems that are integrated into or with Calabrio applications (e.g., ACD or PBX), or movement of the Calabrio application and/or systems integrated into or with Calabrio (such as a network change). If determined that the change will have a significant impact on the Calabrio Product CSS will engage CPS for additional assistance which may result in additional charges.

Open a case with CSS to validate the installation of a new lab and to provide the necessary guidance for the installation. CSS assists with Break-Fix issues and will engage with CPS to design, install, and verify the lab.

It is recommended that on-premise deployments of the on-premise solution are kept current. Open a case with CSS to receive guidance on staying up to date with the most recent version and how to install it.

3. SUPPORT SERVICES OBJECTIVES

Service Plan Objective

CSS provides consultation with your primary technical contacts for simple configuration, support of the standard protocols, features, use, and maintenance questions, and other administrative questions regarding Calabrio solutions. Support Services are subject to the terms and conditions via the master agreement you have in place for your use of the solutions.

Calabrio Service Plan	
Description	Coverage
Coverage	All Hours (if S1 case)
Telephone Callback Response Time (After Service Request Opened)	30 Minutes (for S1 cases)
Software Updates	Maintenance Releases
Functional Support and Professional Services	Functional Support: Up to 2 Hours per Case Professional Services: Quoted Per Project
Functional Support and Professional Services Pricing (Minimum 30-minute invoicing per incident)	Charged at current rate
Training	Content-dependent and procured via credits (some classes are offered for a fee) Unlimited Access to Free Content on the CSC

Installation and Operations

The solutions should be operated and maintained in normal operating conditions, which means the operating environment generally understood in the computer industry to be appropriate for the installation, operation, backup, storage, and maintenance of equipment and/or software to ensure proper performance. Conditions that are not construed to be normal operating conditions include environments that are overly hot, cold, damp, or dusty and installations where equipment is exposed to outside elements or rapidly changing environmental conditions.

You are responsible for compliance with all applicable written installation, operation, usage, storage, and maintenance instructions and guides related to the solutions, including the implementation and administration of a SQL maintenance plan and backups.

Database Backups



Calabrio recommends that you perform a complete database backup on the solution for any data pertaining to locally installed Calabrio software at least every 30 days and, if you purchased the on-premise solution, immediately preceding any upgrades or changes to the system. You must be able to provide a copy of such database backup and if a current backup is not available and/or data or configuration changes are required, the services may be considered functional services. For purposes of this Policy, functional services are those outside the scope of Support Services that are invoiced separately, require approval from both parties, and require a SOW for the performance of such services.

Reproduction of Reported Errors

CSS may require additional information to reproduce errors reported by you or to effectively perform Support Services. If you do not provide information when requested, Support Services may be delayed until you provide the information or, if you do not respond to additional requests, CSS may close the case.

Modifications

You may reconfigure, move, or modify the solution without Calabrio's prior written consent, if you understand and agree that Calabrio may charge for any services related to your reconfiguration, movement, or modification of the services. Calabrio will not incur any liability if the reconfiguration, movement, or modification of the solution results in your inability to use the solution. If you require functional services to repair any damage or improper operation caused by the reconfiguration, movement, or modification without prior consent, you agree that additional fees may be incurred for engagement of CPS or CSS. A system outage related to any modifications you made will not be deemed an S1 issue.

Restrictions

You should review the Documentation in the CSC prior to requesting Support Services to ensure the answer to your issue or question is not available. In the event Calabrio believes you are using the Support Services in bad faith; Calabrio may be required to limit or terminate your access to Support Services. Documentation means all supporting written materials Calabrio may provide to you regarding the support and maintenance of the solution, including user guides. You should use good faith efforts to ensure your authorized users are familiar with the Documentation, which will help eliminate excessive calls to CSS.

4. SERVICE LEVEL OBJECTIVES

Calabrio classifies all Service Requests with a Severity Level (S1, S2, S3, or S4) to ensure appropriate management of Service Requests from its customer base. The following table sets forth the service level objectives by which Calabrio strives to address your services requests, provided that you understand that, due to factors outside of Calabrio's control, circumstances may arise where such timeframes cannot be met:

Severity	Response Time Within	Resolution Time
Severity 1	30 minutes	8 hours
Severity 2	4 Business Hours	4 Business Days
Severity 3	1 Business Day	20 Business Days
Severity 4	1 Business Day	60 Business Days

For purposes of the table, the following definitions apply:

- **"Response Time"** is the amount of time from when you create a Service Request until CSS contacts you to schedule a troubleshooting session or when troubleshooting has begun. The Response Time is strictly an objective for Calabrio.
- **"Resolution Time"** means the time elapsed during the actual investigation, analysis, and troubleshooting to determine a resolution for the reported issues. The resolution may be to upgrade or an alternative configuration or process that does not constitute a complete fix of the issue, but results ability to use the solution. The Resolution Time starts calculating upon completion of the following steps:
 - All relevant information is provided to CSS; and
 - The problem has been recreated or verified.
- **"Business Day"** means Mo-Fr 8:00am-5:00pm in the time zone of your primary Calabrio Support Office (time zone CST, CET or SGT), excluding local Calabrio holidays.
- **"Business Hour"** means 8:0 am-5:00 pm in the time zone of your primary Calabrio Support Office (time zone CST, CET or SGT), excluding local Calabrio holidays.
- **"Severity 1"** means your solution is down or causing catastrophic impact to your business operations. An alternative configuration or process that allows most business operations to continue may not be immediately available. You and Calabrio will commit full-time resources around the clock (24x7) to resolve the issue or create an agreed upon action plan.

- **“Severity 2”** means your solution is severely degraded or causing significant impact to aspects of your business operations. An alternative configuration or process that allows most business operations to continue may not be immediately available. Issue will be worked as a high priority during customer’s local business hours.
- **“Severity 3”** means your solution’s performance is impacted or the functionality is impaired, but most business operations can continue.
- **“Severity 4”** is a Service Request where you seek information or services and there is no impact to business operations.

5. GENERAL INFORMATION

CSS is a resource for ongoing maintenance, Break-Fix issues and same major release updates: new installations or upgrades to a newer major version are not part of normal Support Services. Questions or issues related to updates within the current major version will be supported by CSS.

Installation and Upgrades: On-Premise Customers

Prior to product installation, Calabrio must verify the design and approve the upgrade or installation. Failure to obtain verification may cause a loss of data or corrupt system components and often results in you are incurring fees beyond the standard Support Services rates for correcting any issues on the installation or upgrade. Calls regarding installations, upgrades, and functional support may be limited to 2 hours in duration, at which point, Calabrio reserves the right to invoice you for continued provision of Support Services.

Release Support for Software: On-Premise Customers

New releases of Calabrio software often resolve some of the issues that may arise while you are using the software. If you are using an older version of the solution, you may be required to upgrade to a specific software release to resolve a Service Request or issue or to support a requested functionality.

Software Exclusions

Circumstances may arise where Calabrio is not required to or cannot provide Support Services, including when issues arise related to use of the software in a manner for which it is not intended, modification of the software, removal or alteration of our trademarks or other marks from the software, use of the software in violation of your license, and reconfiguration, modification, or movement of the software without Calabrio’s consent. If you purchased the on-premise solution, Calabrio is not required to provide Support Services if you are using a version of the software that has reached End-of-Support (as defined in the End-of-Life section of this Policy) or that is no longer listed on the Calabrio Success Center as a supported product. Additional fees may be incurred by you if Calabrio agrees to provide Support Services under the circumstances described in this paragraph.

Support for Software Acquired from Third Parties and Non-Production Environments

If you purchased software from a Calabrio distributor or reseller and the issue does not relate to Calabrio software, Calabrio may assist in redirecting you to the correct party. Calabrio does not assume responsibility for providing Support Services for software owned by a third party, including for any purchases made using Calabrio’s marketplace.

All lab systems must be identified in a SOW to be eligible for Support Services. Lab systems support requests are always considered to be Severity 3 or 4. Lab systems are systems used for purposes other than fulfilling your operational requirements, such as for testing or training.

Lapse and Reinstatement: On-Premise Customers

Calabrio is not obligated to provide Support Services if you have stopped paying your maintenance or subscription fees. Calabrio will resume Support Services following a lapse after a reinstatement fee is paid.

6. PRODUCT LIFE CYCLE: ON-PREMISE CUSTOMERS

Your purchase of on-premise software is subject to a product life cycle. The End-of-Life Milestone Procedure is a formal procedure for winding down the sales and support a specific version of the solution, including End-of-Sale, End-of-Support, and End-of-Life.

The general components of the End-of-Life Milestone Procedure are as follows:

- **End-of-Sale:** Calabrio may notify you that certain versions of the solution have reached their End-of-Sale date. End-of-Sale for a given version of the solution means the version may no longer be ordered or available for sale

to new customers, but additional licenses and product add-ons are still available for existing customers until End-of-Life.

- **End-of-Support:** The End-of-Support date occurs after the End-of-Sale date. End-of-Support means that no further bug fixes, releases, or patches will be released, but other forms of Support Services that do not require action from the development department will continue to be provided.
- **End-of-Life:** The End-of-Life date occurs after the End-of-Sale date and is the point at which you are expected to upgrade to a new version.

Any notifications regarding the End-of-Sale, End-of-Support, and End-of-Life of specific versions of the solution will be posted in the CSC at <http://success.calabrio.com>.

7. DEFINITIONS

“Break-Fix” is reactive support provided in real-time. Issues contained within “Break-Fix” include but are not limited to: Identification and resolution of software defects and/or correction of configuration or environmental issues within the Calabrio products.

“Calabrio Professional Services / CPS” provides the design and implementation of Calabrio products which includes implementations, upgrades, complex design services, and third-party integrations.

“Calabrio Success Center / CSC” is the Calabrio portal website that is password protected and that provides the option for you to open Service Requests, track the status of your Service Requests, and to review other product-related updates and materials. The CSC is located at <https://success.calabrio.com>.

“Calabrio Support Services / CSS” provides Break-Fix, and services as set forth in this policy with respect to the solution.

“Functional Support” includes administrative consultation and/or answering ‘how to’ or ‘what if’ questions within the product. In general, functional support is more closely tied to training than troubleshooting.

“Installation or Upgrade” is either the deployment of the Calabrio software in a new environment or the installation of a newer version on an existing system. Software Updates and Upgrades are deployed automatically to cloud customers. If you are an on-premise customer, it is up to you whether to deploy Software Updates and Upgrades in your network, but you should consider the product life cycle. Installations or upgrades are not included in normal Support Services and may incur additional fees via a SoW that is signed by both parties.

“Release” means a new version of the solution made available by Calabrio which may contain defect fixes or the implementation of new features or functions.

“OEM Products” means any third party or “original equipment manufacturer” products that are not manufactured by Calabrio but that may be required to fully operate the solution. These include servers, databases, operating systems, telephony infrastructure, and other applications and integrations.

“Production Environment” is the application in a live operating environment. Generally, this means there are active live users operating on the solution and is not a lab or other off-line system.

“Product Notices” means all product notices concerning the solution that are posted to the CSC, including product news bulletins, End-of-Life notices, field service notices, product updates, and Documentation.

“Remote Access” means access to your computer system(s) using virtual private network (VPN), remote desktop, WebEx, or a similar application that is agreed to by the parties via the internet.

“Service Request” means a support ticket opened by you to request Support Services – commonly referred to as a ‘Case’.

8. SUPPORT SERVICES ESCALATION PROCESS

Calabrio adheres to an escalation guidelines process by which it addresses support problems reported by you. Escalations begin at the Calabrio Escalation Manager level and proceed to higher management levels. If you have a high severity Service Request that is not being addressed according to the SLOs, please observe the following escalation procedures:

7.1 Ensure the following:

- If Customer's or Reseller's technical team is not already on a remote meeting with Calabrio support, the Customer's or Reseller's technical team are readily available join a meeting supplied by Calabrio
- The Customer or Reseller can provide remote access to the affected Calabrio application(s) and corresponding systems, such as SQL database, ACD, PBX, etc.
- The Customer or Reseller is able to recreate the issue during the active session with Calabrio Support

7.2 Call and report the problem to Calabrio Support Management

7.3 Once the Calabrio Support Manager has acknowledged your request, the escalation manager will take ownership of the problem and ensure that status updates are provided to the appropriate Customer or Reseller personnel.

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