Avaya Infinity™ Service Description

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1. INTRODUCTION

1.1. General

This Service Description describes the Avaya Infinity™ cloud service delivered using the Infinity platform ("Infinity" or the "Service") that is available to the Customer to order. It supersedes all prior descriptions or contract supplements relating to such support and includes all its attachments, exhibits, and appendices. Your use of the Service is governed by this Service Description and the terms and conditions of the written or online agreement between you and Avaya or the applicable authorized Avaya partner ("Agreement"). In the event of a conflict between this Service Description and the Agreement, the terms and conditions of this Service Description will control. Capitalized terms used but not defined herein shall have the meaning set forth in your Agreement. If or when a translated version of this document conflicts with the English version, the English version will take precedence.

Avaya reserves the right to change this Service Description from time to time at its discretion. Avaya posts the most current Service Description at Avaya Service Descriptions or a successor webpage as designated by Avaya, and Customer is responsible for periodically monitoring the foregoing webpage.

Features or functionality that are not explicitly documented in this Service Description are not offered. Avaya obligations are as specifically stated in this document.

The Customer is responsible for ensuring that any use of the Service is compliant with all applicable local, state, national, foreign, and international laws, and regulations.

Enabling the Service depends on the Customer fulfilling their responsibilities as detailed in this Service Description. In addition, the Customer is responsible for the costs and expenses incurred by Customer to satisfy all its responsibilities under this Service Description.

If the Customer has not timely performed any of its express obligations under this Service Description, then until such time as Customer has fulfilled the said delayed obligations, Avaya may charge Customer for any additional activities performed and costs incurred by Avaya as a result of the delay or failure; and Avaya's failure to perform any of its express obligations is excused to the extent caused by Customer's failure or delay.

Any legal notice required or permitted by the Agreement will be delivered as described in the Agreement. Avaya will deliver other required or permitted notices regarding the Service via email or posting to an Avaya customer portal or website.

1.2. External links

While reasonable efforts have been made to ensure that the external links contained in this SD are accurate and up to date as of the date of publication, from time-to-time Avaya may change or designate successor web sites to post the content referred to in this Service Description without

notice to Customer or a need to change this Service Description. Changes to external links will not result in additional costs to Customer or degradation in available features and functionality.

1.3. Glossary

In this Service Description:

- “Agreement” as the context implies the Customer’s direct agreement.
- “Basic Activation Services” means the Avaya-provided feature activation and testing services that are included in each of the Service bundles.
- “Bring Your Own Carrier – Hybrid” or “BYOC - Hybrid" means establishing a connection between a customer carrier of choice and the Avaya Infinity platform through a dedicated, configured and maintained Customer provided SBC.
- “Carrier” means a third-party PSTN carrier selected by Customer to provide voice services to Customer’s Infinity instance through a Customer provided SBC.
- “Concurrent Agent” means an End User whose use of the Service is measured in conjunction with the number of total End Users who are actively logged into the Service and contributes to the usage of a pool of concurrent licenses.
- “Customer” “You” or “Your” is the customer contracting the Service from Avaya the applicable authorized Avaya partner. The Customer must have executed cloud terms as part of the Agreement with Avaya.
- “Customer Data” refers to Your electronic data, text, audio recordings or other data that is transmitted, stored, retrieved, or processed by You in, to, or through Infinity.
- “Documentation” means information published in various mediums which may include, without limitation, product information, service catalogs, operating instructions and performance specifications applicable to the Service as updated at any time and from time to time by Avaya and delivered to You and/or Your End Users. Notwithstanding anything to the contrary, if there is a conflict between this Service Description and any Documentation, this Service Description will govern and control.
- “End User” or “End Users” means Customer’s employees, agents, permitted contractors or any other users of the Service.
- “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented, and the federal regulations issued pursuant to the Act.
- “Initial Term” means the subscription term indicated in the Order starting with the Service Operation start date.
- “Monthly Maximum Agent Usage” means the maximum number of Concurrent and/or Named Agents Customer can utilize in a given month.

- "Monthly Minimum Agent Commit" means the number of Concurrent and/or Named Agents Customer commits to purchase for the subscription term. For any Order, the Monthly Minimum Agent Commit shall be no less than 500 Concurrent and/or Named Agents, unless otherwise agreed upon in writing by the Parties.
- "Monthly Peak Agent Usage" means the highest number of Concurrent and/or Named Agents who access or use the Service at any time within each monthly billing period.
- "Named Agent" means an End User who is individually licensed to access and use the Service.
- "Order" refers to an order placed by the Customer to Avaya setting out the Service being purchased by the Customer, and that has been accepted by Avaya.
- "Order Effective Date" means the date the Order was countersigned by the last Party.
- "Party" refers to Avaya or Customer individually and "Parties" refers to both Avaya and the Customer, collectively.
- "Point of Demarcation" means the interface where Avaya hands off the Service to Customer.
- "Ramp Period" means the Ramp Period as defined in Section 6 of this SD.
- "Renewal Term" means subsequent 1-year periods after the Initial Term.
- "Service Operation" means the start of the term after expiry of the Ramp Period until the end of the Initial Term and any Renewal Term (if any).
- "SD" means Service Description.
- "Statement of Work" or "SOW" means a statement of work executed by You and Avaya, which specifically states that it is governed by the Agreement and this Service Description.
- "Unavailable" or "Unavailability" means the Service is not accessible or does not permit any End User to log on. Unavailability does not include time during which the Service is not available due to any Excluded Event.
- "Usage Volume" means the amount of applicable units of a usage-based Service element consumed by Customer.

1.3.1. Terms, Acronyms and Phrases

Those terms, acronyms and phrases not defined in this document but in common usage in the information technology ("IT") industry, telecommunications industry or other pertinent business context shall have their generally understood meanings in such industries or other applicable business context.

2. AVAYA INFINITY SERVICE OVERVIEW

Infinity offers the following Service bundles:

- **Essentials Voice:** The Essentials Voice bundle enables Customer to interact with its end customers using the Infinity voice capabilities. Customer may select either the Named Agent or Concurrent Agent usage metric for this bundle.
- **Essentials Digital:** The Essentials Digital bundle enables Customer to interact with its end customers using the Infinity digital capabilities such as email, messaging, and web chat. Customer may select either the Named Agent or Concurrent Agent usage metric for this bundle.
- **Advanced:** The Advanced bundle enables Customer to interact with its end customers using the Infinity digital and voice capabilities. Customer may select either the Named Agent or Concurrent Agent usage metric for this bundle.
- **Ultra:** The Ultra bundle enables Customer to operate an omni-channel contact center powered by cloud-based orchestration and workflow management and self-service features and capabilities facilitating both self-service and agent connections and also includes Verint workforce engagement management capabilities. Customer may select either Named Agent or Concurrent Agent usage metric for this bundle.
- **Voice Orchestration:** The Voice Orchestration bundle enables Customer to leverage cloud-based orchestration and workflow management and self-service features and capabilities for your on-premises contact center.
- **Infinity Hybrid**: The Infinity Hybrid bundle enables Customer to modernize premise-based Avaya Aura and Call Center Elite systems with cloud-based Avaya Infinity features and capabilities. Customer may order only based on the Concurrent Agent usage metric for this bundle.

The following table summarizes the capabilities and features available within each Service bundle and the usage metric for each Service bundle.

Capabilities and Features by Bundles	**Usage Metric**					
	Fixed	Concurrent	Named/Concurrent			
	Service Bundles					
	Voice Orchestration	Hybrid	Essentials Digital	Essentials Voice	Advanced	Ultra
Agent Desktop	✘	✔	✔	✔	✔	✔

Desktop CRM Integration - Dynamics 365 & Salesforce Open CTI	✘	✔	✔	✔	✔	✔
Desktop CRM Integration - IEF in 3rd Party Desktop (aka Generic CRM Connector)	✘	✘	✔	✔	✔	✔
Infinity Elements Framework (IEF)	✘	✘	✔	✔	✔	✔
WebRTC Agent Voice[1,25]	✘	✔	✘	✔	✔	✔
Agent to Agent Calling	✘	✘	✘	✔	✔	✔
Agent Notes	✘	✔	✔	✔	✔	✔
Team View	✘	✔	✔	✔	✔	✔
Connection Feed	✘	✔	✔	✔	✔	✔
SSO/SAML Login	✔	✔	✔	✔	✔	✔
Customer Journey	✘	✔	✔	✔	✔	✔
911 Inform Location Discovery Solution (LDS)[16]	✘	✘[16]	✘	□	□	□
6 Party Voice Conference	✘	✘	✘	✔	✔	✔
APIs[17]	✔	✔	✔	✔	✔	✔
Outbound Campaigns - Preview	✘	✘	□	□	□	□
Outbound Campaigns - Agentless	✘	✘	□	□	□	□

Cloud Storage – per 1GB[6]	✘	✘	✔	✔	✔	✔
Avaya Real Time Voice Transcription[7,24]	✘	✔	✘	✔	✔	✔
Workflow						
	Voice Orchestration	Hybrid	Essentials Digital	Essentials Voice	Advanced	Ultra
Workflow	✔[2]	✔	✔	✔	✔	✔
Workflow Lookup/Integration (SFDC, Zendesk, MS Dynamics)	✔	✔	✔	✔	✔	✔
Embedded/Agent Workflows	✘	✔	✔	✔	✔	✔
Timed Workflows	✔	✘	✔	✔	✔	✔
Status/Action Workflows	✔	✔	✔	✔	✔	✔
Message Workflows	✔	✔	✔	✔	✔	✔
Workflow Import/Export	✔	✔	✔	✔	✔	✔
Basic IVR[5]	✔	✔[20]	✔	✔	✔	✔
Text-to-Speech [23]	✔	✔[20]	✘	✔	✔	✔
Automatic Speech Recognition	✔	✔[20]	✘	✔	✔	✔
Low Code JS Module	✔	✔[20]	✔	✔	✔	✔
Secure Execution for Compliance[8]	✔	✔[20]	✘	✔	✔	✔
Post Call Survey Integration[8]	✔	✘	✘	✔	✔	✔
Routing						

	Voice Orchestration	Hybrid	Essentials Digital	Essentials Voice	Advanced	Ultra
Queue based routing	✘	✘[18]	✔	✔	✔	✔
Skill Based Routing	✘	✔[18]	✘	✘	✘	✘
Tag routing	✘	✘	✔	✔	✔	✔
Direct Agent Routing	✘	✘[18]	✔	✔	✔	✔
Proficiency Based Routing	✘	✘[18]	✔	✔	✔	✔
Advanced Wait treatment	✘[4]	✘ [18]	✔	✔	✔	✔
Digital						
	Voice Orchestration	Hybrid	Essentials Digital	Essentials Voice	Advanced	Ultra
Webchat (session based)	✘	✘	✔	✘	✔	✔
Email	✘	✘	✔	✘	✔	✔
BYO SMS [22]	✘	✘	✔	✘	✔	✔
Digital Channels Multiplicity	✘	✘	✔	✘	✔	✔
Chat to Voice Channel Escalation (Agent Initiated only)	✘	✘	✘	✘	✔	✔
BYO Messaging	✘	✘	✔	✘	✔	✔
Analytics						
	Voice Orchestration	Hybrid	Essentials Digital	Essentials Voice	Advanced	Ultra
Analytics Customizable Reports	✔	✘ [19]	✔	✔	✔	✔
Analytics Historical Reports	✔[3]	✘ [19]	✔	✔	✔	✔

AI Assistant for Analytics[27,28]	✘	▯	▯	▯	▯	▯
External Data Enrichment[27]	✘	▯	▯	▯	▯	▯
Analytics Real Time Monitoring Dashboards	✘	✘[19]	✔	✔	✔	✔
Verint WEM/WFM						
	Voice Orchestration	Hybrid	Essentials Digital	Essentials Voice	Advanced	Ultra
Verint* Voice Recording[10,15]	✘	✘[21]	✘	✔	✔	✔
Verint* Text Recording[15]	✘	✘[21]	✔	✘	✔	✔
Verint* Screen Recording[15]	✘	✘[21]	✘	▯	✔	✔
Verint* Quality Management[15]	✘	✘[21]	▯	▯	✔	✔
Verint* Workforce Management[11,15]	✘	✘[21]	▯	▯	▯	✔
Verint* Speech Analytics[15,26]	✘	✘[21]	✘	▯	▯	✔
Verint* Additional Language[26]	✘	✘[21]	✘	▯	▯	▯
Verint* Speech Analytics Each Additional Line of Business[26]	✘	✘[21]	✘	▯	▯	▯
Verint* Text Analytics	✘	✘[21]	▯	✘	▯	▯
Verint* Interaction Quality Add On to QM	✘	✘[21]	▯	▯	▯	▯
Verint* Application Triggers	✘	✘[21]	▯	▯	▯	▯
Verint* Application Visualizer	✘	✘[21]	▯	▯	▯	▯
Verint* Desktop and Process Analytics	✘	✘[21]	▯	▯	▯	▯

Verint* Operations Visualizer	✘	✘[21]	□	□	□	□
Verint* 1TB Storage[13]	✘	✘[21]	□	□	□	□
Verint* Interaction Data Export with Processing	✘	✘[21]	□	□	□	□
Verint* Face to Face Recording	✘	✘[21]	✘	□	□	□
Verint Bots						
	Voice Orchestration	Hybrid	Essentials Digital	Essentials Voice	Advanced	Ultra
Verint* Exact Transcription Bot[26]	✘	✘[21]	✘	□	□	✔
Verint* Data Insights Bot-Essentials[15]	✘	✘[21]	✘	✘	✔	✘
Verint* Data Insights Bot-Enterprise[15]	✘	✘[21]	□	□	□	✔
Verint* Real-time Coaching Bot	✘	✘[21]	✘	□	□	□
Verint* Interaction Wrap-Up Bot Standalone	✘	✘[21]	✘	□	□	□
Verint* PII Redaction Bot	✘	✘[21]	✘	□	□	□
Verint* TimeFlex Bot	✘	✘[21]	□	□	□	□
Verint* CX/EX Scoring Bot	✘	✘[21]	✘	□	□	□
Verint* Genie Bot - Voice	✘	✘[21]	✘	□	□	□
Verint* Interviewing Bot	✘	✘[21]	✘	□	□	□
Verint* Knowledge Automation Bot	✘	✘[21]	□	□	□	□
Verint* Quality Bot[12]	✘	✘[21]	□	□	□	□
Bring Your Own						

	Voice Orchestration	Hybrid	Essentials Digital	Essentials Voice	Advanced	Ultra
BYO WEM[14]	✘	✘ [21]	✘	✔	✔	✘
BYO WFM	✘	✘ [21]	✔	✔	✔	✘
Bring your own carrier (BYOC) Hybrid[9,25]	✔	✔	✘	✔	✔	✔
Bring your own carrier (BYOC) Standard	✘	✘	✘	✔	✔	✔

	References/Notes
✔	Included with the Service bundle
□	Available as an add-on offer to Service bundles. Add-ons are separately priced and, unless the offer is Avaya-branded, the add-on is a Third-Party Item.
✘	Not Available to the Service bundle
*	Verint capabilities are governed by the Verint Workforce Engagement Cloud Service Description.
1	WebRTC Agent Voice uses WebRTC protocol for voice calls in browser-based Infinity agent Desktop.
2	Voice Orchestration requires BYOC Hybrid setup with a supported on-premises SBC.
3	Only Historical Reporting supported for Workflow Reporting.
4	Available through Avaya Aura Call Center Elite.
5	IVR minutes are governed by IVR Fair Usage Allowance described in section 10.3.1.
6	Cloud Storage usage is governed by Cloud Storage Fair Usage Allowance described in section 10.3.4.
7	Avaya Realtime Voice Transcription is supported only for "Assisted" duration of voice connection by capturing and displaying conversations between agents and end caller. Automated/Self Service connections will not be transcribed. If using Google Customer Engagement Suite (Google CES) Virtual Agent voice bot, the transcription will be captured by Google CES service (subject to Google CES charges) and displayed in the Connection Feed.
8	This feature supports the voice channel exclusively.
9	BYOC minutes are governed by BYOC Fair Usage Allowance described in Section 10.3.3. Please refer to the BYOC Checklist for pre-requisites to deploy this feature.

	References/Notes
10	Verint Voice Recording includes Encryption and N+M Redundancy.
11	Verint WFM includes Performance Management (Scorecards).
12	Quality Management and Exact Transcription Bot is a pre-requisite for Quality Bot. Quality Bot includes 1 language; for additional languages Verint* Additional Language is required.
13	Verint 1TB Storage is automatically added to the relevant Service bundles with Verint Workforce Engagement capabilities and is billed separately with a fixed monthly charge. Any excess storage consumption beyond 1TB is also charged with an overage pricing in increments of 1TB.
14	When ordering the Essentials Digital, Essentials Voice, or Advanced bundle, Customer must choose between ordering Verint WEM capabilities identified as available within the bundle or the Bring Your Own WEM option. Bring Your Own WEM will be supported only for Verint SaaS tenant integrations wherein Customer has purchased the Verint WEM SaaS offer directly from Verint (or Verint authorized partner). Such integrations would incur additional Implementation charges via relevant APS packages on top of Basic/Standard Activations for BYO WEM bundles.
15	Included only in respective agent bundles with Verint Workforce Engagement. Not included in agent bundles with BYO WEM.
16	This feature provides emergency calling capabilities that are compliant with Kari's Law and Ray BAUM's Act. The feature is a required add-on for all US customers and is governed by the applicable Third Party Terms.
17	APIs are governed by the Avaya Application Programming Interface License Agreement. Additionally, your use of APIs is subject to the API Fair Use Allowance described in Section 10.3.2.
18	Avaya Infinity Hybrid leverages existing Call Center Elite Skills to route voice interactions to mapped Infinity Hybrid queues ensuring seamless continuity of call flows without disrupting established logic on Call Center Elite. It should be noted that the call routing doesn't happen via Infinity Hybrid queues and any Wait Treatment for interactions waiting in Hybrid Queue/Elite Skill will be provided by Call Center Elite.
19	Call Center Elite interactions, including those from Infinity Hybrid, are reported via on-premise Avaya CMS.
20	Requires incoming calls routed via BYOC Hybrid to Avaya Infinity platform where modern self-service Workflows provide IVR capabilities to the caller before transferring the call to Aura Call Center Elite for agent routing.
21	Can be supported through separate Avaya Workforce Engagement (AWE) offers/deployments with on-premises Call Center Elite. Not included as part of Avaya Infinity Hybrid bundle.

	References/Notes
22	BYO SMS leverages Messaging APIs for building and operating custom SMS connectors thus any resultant API usage is subject to the API Fair Usage Allowance described in Section 10.3.2.
23	This feature uses AI to generate voice audio from a text prompt in real-time. Avaya uses Nvidia RIVA for this functionality. For languages not supported by Nvidia RIVA, Avaya uses Google Speech.
24	This feature uses AI Transcription to generate text from audio in real-time at a high scale. Avaya uses Google Text-to-Speech for this functionality. For languages not supported by Google, Avaya uses Microsoft Azure Text-to-Speech.
25	This feature uses AI to enhance call quality by reducing background noise. Further design and implementation information is available at Maxine: AI Platform | NVIDIA Developer.
26	Exact Transcription Bot is pre-requisite for Speech Analytics. Exact Transcription bot is included with the Ultra bundle however, if Speech Analytics are required as a la carte then Exact Transcription Bot needs to be ordered as well. Speech Analytics includes 1 language and if additional language is required then Verint* Additional Language is to be ordered separately. Same applies for additional line of business wherein Verint* Speech Analytics Additional Line of Business needs to be ordered if more than 1 line of business needs to be supported.
27	AI Assistant for Analytics Insights is offered as an optional add-on to Analytics Insights and incorporates a data query layer with agentic capabilities that allow for data unification and conversational interaction between permissioned users and their business data.

	References/Notes
28	**AI Assistant for Analytics Insights**: The Avaya AI Assistant ("AI Assistant") is a conversational AI-powered assistant designed exclusively for use by permissioned End Users for Contact Center Analytics Insights ("Intended Purpose"). The AI Assistant provides a conversational interface to query operational data to surface macro-level business trends, such as regional performance metrics, high-level operational summaries, and enterprise KPI-driven reports. These queries flow from Infinity through a proprietary compliance auditing layer into the Large Language Model ("LLM"). A response is generated by the LLM and returned to the auditing layer and then back to the permissioned user, ensuring the data processing is handled with enterprise-grade governance and remains subject to access controls and auto logging from end to end. **Transparency and Technical Oversight.** In accordance with applicable AI regulations, the AI Assistant is governed by the following transparency and oversight measures: • **User Disclosure:** Permissioned users are notified within the user interface that they are interacting with an AI system and that the outputs provided are artificially generated. • **Technical Documentation:** Avaya maintains documentation of the system's configuration and data-flow to ensure the system is configured to support the Intended Purpose and respect existing user access permissions. • **Error Reporting:** Avaya provides a designated feedback mechanism via the OneCare Portal for users to flag inaccurate or anomalous outputs. These reports are reviewed periodically to inform manual prompt-tuning and system updates, ensuring the tool continues to align with the Intended Purpose. **Disclaimer**: The Avaya AI Assistant ("AI Assistant") is designed solely for the Intended Purpose outlined in this Service Description (SD) Section, and You agree to use the AI Assistant only for this purpose; it is not intended for any HR, employment, task allocation or personnel evaluation purposes. You are prohibited from using the AI Assistant for any other purpose, including any application constituting an "unacceptable risk" or "high risk" under the EU AI Act or any other applicable AI laws or regulations. Customer is responsible for ensuring its use complies with all such requirements and will indemnify and hold Avaya harmless from any and all claims, penalties, or liabilities arising from Customer's misuse or deployment of the AI Assistant in a manner inconsistent with its Intended Purpose or in violation of applicable AI regulations.
29	This feature supports voice channel only.

3. ACTIVATION, IMPLEMENTATION, AND OTHER PROFESSIONAL SERVICES

3.1. Avaya Professional Services (APS) Packages

Basic Activation: This APS package is included for all new activations of Essentials Voice, Essentials Digital, Advanced, and Ultra bundles, at no additional fee. Basic Activation Service provides basic setup and testing of the out-of-the-box features, without any level of personalization. At the completion of the Basic Activation Services, the system will be ready for personalization services that can be performed by You, Avaya (for an additional fee), or an authorized Avaya partner.

The Service Description for the Basic Activation Services can be provided separately upon Customer's request.

Standard Implementation: For an additional fee, Avaya offers the Standard Implementation package which may include design and implementation of additional workflows, and knowledge transfer services for one line of business.

Premium Professional Services: For an additional fee, Avaya offers optional professional services packages and custom quoted professional services for any of the Service bundles. Examples include AI integrations, SME advisory services, and more.

You may also purchase other professional services related to your access and use of the Service. These additional professional services may require a Statement of Work.

4. PLATFORM READINESS

4.1. Bring Your Own Carrier Requirements Overview

The Bring Your Own Carrier ("BYOC") feature enables Customer to connect certain Carriers to the Infinity platform, allowing Customer to (i) define SIP trunks and numbers provided by the Carrier through the required SBC into the Infinity platform and (ii) otherwise manage call routing between Customer's Infinity instance and their chosen Carrier.

Avaya's delivery of the BYOC capabilities is subject to Customer's fulfillment of its obligations, including the following:

- Customer is responsible for bringing their own Carrier for interconnection to the Infinity platform. Customer must enter into a Carrier services agreement with their chosen Carrier, and the Carrier must be connected to the Infinity platform through a supported on-premises session border controller ("SBC").

- Customer must select and configure an SBC that Customer will use to connect their Carrier to the Service. Customer is responsible for managing the SBC and the associated configuration and traffic routing. The current list of supported SBCs is described in the Bring Your Own Carrier Checklist.
- Customer is responsible for arranging, installing, and monitoring appropriate network connectivity for the SBC to connect to the Infinity platform. Customer is also responsible for monitoring and rectifying any impact to the Service due to network connectivity degradation.
- Customer must procure numbers directly from their Carrier. Customer is responsible for managing any number porting with their chosen Carrier(s). Avaya will not be responsible for number porting.
- Customer will manage any regulatory compliance and Carrier contract obligations with their selected Carrier. Avaya is not transmitting PSTN calls or otherwise providing PSTN connectivity or numbers, and Avaya is not responsible for any regulatory due-diligence and compliance for Carrier voice services.
- Customer will raise any Carrier voice (or other) services issues directly with their chosen Carrier. Avaya is not responsible for any support services related to voice transport, transmission, porting call termination, or any other Carrier provided services and will not provide any ticket management or resolution on behalf of the Customer's selected Carrier.
- Customer is responsible for fulfilling any other Customer requirements described in the Bring Your Own Carrier Checklist.

4.2. Network Readiness

Avaya reserves the right to require Customer's compliance with minimum network requirements as communicated by Avaya from time to time ("Network Requirements").

In order to determine whether Customer's network complies with the Network Requirements and is not the cause, or potential cause, of incidents, Customer agrees that Avaya may perform monitoring between the Service and Customer network.

The following table summarizes the Network Requirements with respect to network delay, jitter, and packet loss requirements that Your network must meet. Even if these requirements are met, other factors might still prevent You from achieving optimal Service quality.

	Description
Network delay	• To obtain toll quality, the delay cannot exceed 80 milliseconds (ms).

	• To obtain business communication quality, the delay must be between 80 to 180 ms. Business communication quality is suitable for most enterprises. • Delays exceeding 180 ms provide a lower quality than business communication quality, but this might still be acceptable for some enterprises.
Network jitter	• To achieve optimal voice quality, the average jitter must be less than half the network packet payload. This value can vary depending on the type of service the jitter buffer has in relation to other buffers and to the packet size used. • Assuming the packet size is 20 ms, to prevent problems with voice quality, the network jitter must not exceed 20 ms.
Network packet loss	• To obtain business communication quality, the packet loss cannot exceed 3%. • Packet losses exceeding 3% might result in signaling interferences.
Network Bandwidth	• For Voice WebRTC traffic, network bandwidth must be at a minimum 3 MBPS for remote workers (up/down)

If Avaya determines that Customer's network does not comply with any Network Requirement then, until such time as all Network Requirements have been met and compliance evidence provided to Avaya in accordance with Avaya's Network Readiness Policy, Avaya will aim to continue to provide the Service subject to the following limitations and exclusions:

- Avaya may suspend provision of the Service, in whole or in part; or continue provision of the Service subject to limitations.
- Avaya may not be able to address certain incidents, faults, error conditions or issues. Such incidents, faults, error conditions or issues may not be resolvable without Customer upgrading, reconfiguring or otherwise ensuring the Customer's network infrastructure meets the Network Requirements.
- Service level agreements will be suspended, including without limitation restoration timeframes and financial credits that may otherwise apply.

5. SECURITY AND COMPLIANCE

You acknowledge and agree that You are responsible for determining whether the Service is specifically appropriate for Your compliance with applicable law, rules and regulations applicable to Your business, and for Your use of the Service in a manner consistent with such laws, rules and regulations. You acknowledge and agree that use of the Service 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 international law, treaty or regulation.

You accept the responsibility of You and Your authorized End Users 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 applicate state telemarketing laws and regulations as well as applicable call recording laws.

5.1. HIPAA Compliance

Unless otherwise agreed to in the Order, Customer may not use the Service to create, receive, transmit, maintain, use, or disclose any protected health information (PHI) as defined in HIPAA. Customer agrees that it shall not introduce or upload into the Service, or otherwise provide to Avaya for processing, any PHI for any purposes and Customer shall indemnify, defend, and hold harmless Avaya against all actions, claims, losses, fines, penalties, damages, and expenses (including reasonable attorneys' fees) arising out of Customer's use of the Service with PHI.

5.2. PCI Compliance

The portions of the Service identified in Avaya's then current payment card industry data security ("PCI DSS") Attestation of Compliance ("AOC") and under Avaya's control will remain compliant with the current applicable PCI DSS requirements. Upon request, Avaya shall provide Customer with the current PCI DSS AOC.

5.3. Safeguards and Security Policies

Avaya will perform the Service in accordance with the Avaya safeguards and security policies and procedures.

Avaya will follow its standard procedures and processes to prevent viruses from being introduced by Avaya into the Infinity platform, Customer's network or information systems connected to or integrated with the Infinity platform during the performance of the Service. Notwithstanding the foregoing, Customer acknowledges that Customer is responsible for its portion of the privacy and security inside the Service and that Customer will establish and, throughout the subscription term in the Order, maintain the policies, processes, and controls that prevent introduction of viruses into the Infinity platform or unauthorized access, disclosure, alteration or destruction of Customer data and/or data used by Avaya in the performance of the Service through End User and Customer actions.

5.4. Customer Data

Upon termination or expiration of the Service, Avaya will not provide storage for Customer Data unless a longer retention period is required by applicable law or for billing or dispute resolution purposes. Avaya has no responsibility or liability for the loss or deletion of any Customer Data or failure to store the Customer Data.

You may retrieve Customer Data using available mechanisms before termination or expiration of the Service. Your retrieval may incur additional charges, depending on your Service bundles, and the scope and volume of data retrieved.

5.5. Emergency Services Notice and Disclaimer

Avaya provides enhanced 911 services compliant with current US legislature (Kari's Law and RAY BAUM's Act) from Third Party Service provider 911Inform, LLC. The 911Inform Location Delivery Solution (LDS) is available in Canada and US. The user bundle is priced separately and is a required add-on to the standard Service. A mandatory one-time setup fee is required.

The service provides the following capabilities:

- Browser based application in support of 911 notification, routing, and device location management.
- Automated system that manages and tracks 911 records for both wireline and wireless devices.
- Device is tracked by their MAC address.
- Eliminates need for DIDs that are being assigned for 911 reporting purposes.
- Records are updated in near real-time as soon as a user has confirmed and saved their location information.
- Can share DID across remote workers.
- 933 Test Calling.
- Text and Email notifications.
- 20 Emergency Call Relay Center calls per year.

US and Canada Customers: The emergency calling location services solution described in the capabilities table in Section 2 is a required add-on.

Non-US and Canada Customers: The Infinity platform does not provide emergency calling services outside of the US and Canada. Non-US and Canada Customers are responsible for handing all emergency call processing and routing to the appropriate Public Service Answering Point (PSAP) emergency response location for all End Users. However, the Customer may elect to purchase the emergency calling location services solution described in Section 2 to support Customer's compliance obligations for any of their US-based End Users.

5.5.1 Optional Features

Optional features below are available for an incremental price:

- Interactive Mapping: Floorplans are interactive allowing emergency locations to be updated in real time.
- Rapid SOS: With Rapid SOS coverage, floorplans can be delivered to the PSAP at the time of emergency call. This will provide exact location of the device from which the 911 call was made.

5.5.2 Phone Location Tracking

End User's phones can be tracked via their device's MAC address and not the telephone number, allowing each device to be uniquely identified. Whether it is at the office, at home, or on the road, 911Inform LDS treats location reporting the same.

IP Endpoint Location Tracking

The 911inform solution assists administrators in easily determining the exact location of IP endpoint devices attaching to the communications network, to provide Public Safety with a Dispatchable Location without the burden and overhead of maintaining discrete cable plant records and databases.
Upon End User login to the Avaya Infinity platform, the 911inform solution then sends an email to the End User's address which is administered in Admin Portal, prompting the End User to click on an enclosed link. The link loads an interactive web portal page that performs a series of interactions with the device after appropriate authentication occurs.
When the portal first loads, the user is prompted to activate location services if turned off and allow access to the device location information. The user can then position the location marker on their exact office location and confirm, submitting this information to 911inform. The PBX database is then updated with the discreet location of the device facilitating the appropriate emergency response in the event of an emergency call.

5.5.3 933 Test Calling

911inform LDS also includes 933 test calling. Rather than having to make a live 911 test call ending at the local PSAP and letting them know it is a test call, the Service can be configured so that dialing 933 routes to a PSAP simulator to test 911 calls. The PSAP Simulator reads back the phone number and address that would have been presented to the PSAP.

5.5.4 Text and E-mail Messaging Alerts

At the time of emergency, 911inform can generate 911 alert emails and text messages to be sent with the location of the 911 caller to security personnel. These can be sent to a distribution list provided by the Customer.

5.5.5 Emergency Call Relay Center (ECRC) calls

ECRC calls are calls for which the caller's address has not been successfully provisioned in the 911 service. The location may not be set for several reasons. It could be the End User intentionally circumvented the 911 service to not report location, an existing hard phone End User changed location and did not initiate a MACD to report the new location or it could be a new user where the location has not been established yet. With un-provisioned calls, the caller must be able to relay their address information successfully to the 911 Emergency Control Center (ECC) for the call to be successfully routed to the correct PSAP. The ECC member must stay on the line until the call is connected to the PSAP. When the call connects to the PSAP, the ECC member must relay the caller's address information and then remain on the call until the PSAP operator has successfully established contact with the caller and confirmed transfer of the call to their control. If the caller hangs up or is unable to speak to the ECC member, 911 service is not able to successfully connect the call to the correct PSAP and deliver the caller's address. 20 ECRC calls per year are included.

5.5.6 Avaya Responsibilities

- Avaya shall provide the underline infrastructure to implement 911Inform solution.
- Provide necessary forms, templates, and questionnaires strictly for gathering the data that will need to be included in 911Inform.
- Training for 6 participants for up to 4 hours.

5.5.7 Customer Responsibilities

- Provide at least 2 End Customer extensions for testing.
- Provide name of individual that the endpoint is assigned to, extension number, cellular phone number and/or email based on preferred contact method for updating location.
- Determine who will receive the alerts for 911 calls.
- Provide at least 1 DID per physical address.
- Initial provisioning of endpoint locations.
- Configuration of firewall rules for outbound connection
- Provide Network Diagram, if available.
- Installation, configuration, and testing of personal computers to meet the specifications provided by Avaya.
- Have thorough understanding of business requirements and technical environment.
- Verify and complete the necessary forms and questionnaires provided by Avaya.
- Support local testing at minimum three (if applicable) locations.
- Develop and perform detailed acceptance testing (e.g. User Acceptance Testing (UAT). Testing must include a minimum of two extensions using the 933 dial out to determine correct location information. Testing must also include a 911 call to ensure the correct call path to the relevant PSAP.

5.5.8 Service Exclusions

The following are exclusions and not provided with the Service:

- Local Survivability – should the End Customer's broadband connection, PSTN service, or electrical power fail or is suspended or interrupted, or any other issue interrupts Customer's network or geolocation service, the 911 service shall also fail. Avaya is not liable for any claims arising from such failures.
- 508 VPAT currently not available.

5.6. Use of Data

Except as set out in this provision, Avaya shall use any data pertaining to Your use of the Service only where and to the extent necessary to provide the Service, for billing, dispute resolution or regulatory compliance, to develop and improve its services and to ensure network and information security and system stability. Furthermore, you agree that Avaya may use such data for the purpose of marketing similar services to You or to provide value added services where agreed to the extent permitted by applicable law. You also agree that Avaya may anonymize such data and use it as per its discretion.

For an overview of data processing activities within the Service, please see the Avaya Infinity Privacy Fact Sheet.

6. SERVICE DELIVERY

An Avaya specialized team will oversee the activities required to activate the Service dependent on the capability configurations required by the ordered Service bundles.

The Service will be delivered in two stages: Ramp Period and Service Operation. Delivery of the Service begins upon acceptance of the Customer Order or following a later start date described in the accepted Order. A description of the delivery stages follows in the table below:

Delivery Stage	Description
Ramp Period	A three (3) month Ramp Period, or such longer period measured in whole months as agreed in the Order, commences on the first day of the month following Avaya's acceptance of the Customer's Order or such later start date described in the accepted Order. At the start of the Ramp Period, Avaya will provision the Customer's instance and perform the Basic Activation Services to enable the Service to be ready for personalization and subsequent End User migration. During the Ramp Period, Customer may access and use the Service and Avaya will invoice the Customer monthly for actual usage of the Service in accordance with Section 10 Service Charges, below.
Service Operation	Upon expiry of the Ramp Period, Service Operation will start and Customer's Initial Term will commence. During Service Operation, Customer may access and use the Service and Avaya will invoice Customer in accordance with Section 10 Service Charges, below.

6.1. Avaya Responsibilities

Avaya will assign an Avaya Professional Services Manager to oversee the provisioning of the Customer's instance, delivery of the Basic Activation Services, and any additional APS packages purchased by Customer.

6.2. Customer Responsibilities

Throughout the Ramp Period and Service Operation, Customer will designate a single point of contact (SPOC) that Avaya may contact in relation to all aspects of the Service, including operational matters. The Customer SPOC will have, or will obtain within Customer's organization, a thorough understanding of Customer's business requirements and technical environment and will ensure all Customer binding decisions are duly authorized. In addition, the Customer SPOC will:

- Communicate to Avaya all decisions, applicable approvals and permissions relating to Customer's acts and activities that may impact the ability of Avaya to provide the Service in accordance with this SD and the Order.
- Cooperate with Avaya and provide all information, as may be reasonably required by Avaya, to perform the Service.

7. CLOUD SUPPORT SERVICES

7.1. Support and Maintenance Services

Avaya support services are included as part of the Service and include: (i) maintenance, (ii) incident tracking and resolution, and (iii) updates and upgrades. These ongoing activities help address software vulnerabilities, enhance features, improve system stability, and ensure compatibility with emerging technologies and industry standards. For details please refer to the Avaya Infinity Global Product Support Guide.

The Service will require updates from time to time. Updates may take the form of bug fixes, new or enhanced functionality, and updates or new versions of the software, and are intended to improve or enhance the Service. You agree to receive updates and upgrades as part of the Service. You further agree that You will cooperate with Avaya in the performance of implementation services or other professional services work that Avaya identifies as necessary to deliver the updates or upgrades that apply to the Service.

Maintenance activity for the Service will also be required from time to time. For planned maintenance activity, Avaya will use commercially reasonable efforts to provide You with email notification at least fourteen (14) days in advance of the planned maintenance date. For urgent maintenance activity, Avaya will use commercially reasonable efforts to provide You with email

notification describing the proposed time and duration of the maintenance activity, at least 24-hours prior to performing the maintenance activity. Avaya will also advise You of the risks and potential outcome of not performing the maintenance activity.

8. TRAINING

8.1. Training

As part of the Service, Avaya will provide You with access to self-service training resources including videos, user guides, and other documentation. You agree to train Your End Users in accordance with Avaya's then-current guidelines before permitting Your End Users to access or use the Service. At Your request, Avaya will provide End User training for an additional fee. End User training is required to preserve cloud service integrity, data privacy and security as well as operations, by minimizing End User incidents that may disrupt the Service.

9. SERVICE LEVELS AND REPORTING

9.1. Overview

This Section sets forth the applicable Service Level Agreement (SLA) for Infinity. The SLA details the performance objective to be measured and circumstances under which Avaya will be responsible for providing Service Credits. Service Levels will start on the next business day following the Service Operation start date and will be measured monthly based exclusively on the information stored by Avaya. Notwithstanding anything to the contrary, the SLA does not apply to proofs of concept, trial services, any services offered free of charge, or any Third-Party Items.

9.2. Service Availability

The following availability targets apply to Avaya's provision of the Service to Customer:

Cloud Service	Availability Target
Avaya Infinity™	99.999%
Verint (only applicable in case Customer purchases Service bundle(s) that includes Verint features or capabilities)	99.99%

The monthly availability performance percentage for the Service is calculated using the following formula:

Formula	[(A – B) / A] x 100 = C, where: A = total number of calendar month minutes B = total number of calendar month minutes that Service is Unavailable C = Availability performance percentage
Example	A = 31 days × 24 hours × 60 minutes = 44640 minutes B = 15 minutes C = [(44,640 – 15) / 44,640] x 100 = 99.966%

9.3. Service Credits

9.3.1. Service Credits Calculation

Any Service Credit shall be calculated by multiplying the applicable percentage from the tables below times the subscription fees (calculated based on the Monthly Minimum Agent Commit, and excludes fees for taxes, installation, upgrade, professional services, or other non-recurring service charges) paid monthly by Customer for the impacted Service bundle, and the Service Credit shall be applied to Customer's next monthly invoice.

9.3.1.1 Avaya Infinity platform Service Availability Credit Percentages

Avaya Infinity™		
Total Availability in a given calendar month		**Availability Credit Percentage** (Percent of fees paid in a given calendar month for the impacted Service bundle)
From	To	
100%	≥ 99.999%	0%
< 99.999%	≥ 99.0%	10%
< 99.0%	≥ 97%	30%
<97%		100%

9.3.1.2 Service Availability Credit Percentages for Verint if bundled with Avaya Infinity

Verint		
Total Availability in a given calendar month		**Availability Credit Percentage** (Percent of fees paid in a given calendar month for the impacted Service bundle)
From	To	
100%	≥ 99.99%	0.00%
< 99.99%	≥ 99.95%	1.00%
< 99.95%	≥ 99.00%	1.50%
< 99.00%	≥ 97.00	2.00%
<97.00%		5.00%

9.3.2. Service Credit Terms

The Service Credits are subject to the following terms:

- Service Credit claims must be submitted as a Service Credit request claim in writing via an email to the Avaya Services helpdesk within ten (10) calendar days of the end of the affected month for which the credit is requested, and must include:
  - "Availability Credit Request" in the subject line.
  - Ticket number, dates, times, specific Avaya Infinity service, affected region and number of users impacted by Unavailability that is being claimed.
  - All reasonably necessary details regarding the Service Credit request, including but not limited to, detailed descriptions of the circumstances resulting in Unavailability and the target Availability claimed not to have been met.
  - Any other applicable information that documents the claimed downtime.
- Service Credits due will be paid by Avaya within 90 days from receipt of Customer's request.
- Except as otherwise agreed by the Parties in writing, payment of Service Credits will be made in the form of a credit against future amounts due from Customer to Avaya under this SD.

- Customer's right to request Service Credits will not suspend its obligation to make timely payments of any charges due and payable by Customer to Avaya; and
- The Parties agree that Service Credits are fair and reasonable, represent a genuine pre-estimate of any resulting loss or expense to Customer, and are the sole and exclusive remedy to Customer in the event of an Avaya failure to achieve the Service Levels targets.
- This SLA applies to each deployment of the Service individually and not in combination with any other deployment of Infinity. Notwithstanding the foregoing, for Infinity offer bundles (as described in Section 2) sold together for a single combined fee, the Service Credit will be calculated based on the monthly fee paid for those offer bundles collectively, and not the monthly fee for each individual offer bundle. Avaya will not be liable for more than one Service Credit in any calendar month for any Infinity offer bundle.

9.4 Availability Performance Exclusions

Service downtime that is due to any of the following events ("Excluded Events") shall not be used to calculate monthly Availability performance percentage:

- Service downtime due to cloud infrastructure provider downtime (i.e., Microsoft Azure, Amazon Web Services (AWS), Google Cloud Platform (GCP), etc.).
- Any Service downtime arising from issues related to Third Party Service or Third Party Product integrations.
- Customer or its users' violation of the Agreement, including any violation of the Acceptable Use Policy (https://support.avaya.com/css/public/documents/101049761).
- Customer or an End User's applications, equipment, server hardware and operating system; or other facilities or services not provided by Avaya, including issues resulting from inadequate bandwidth or related to third-party software or services.
- Connectivity and troubleshooting issues related to Customer's on-premises systems, such as Avaya Session Border Controller and Avaya Aura.
- Negligent acts or omissions of Customer, End Users, Customer's Carrier or service providers, or any third party that gains access or use of the Service via Customer's subscription to the Service.
- Customer's failure to implement commercially reasonable changes in equipment or software Avaya recommends to maintain service levels.
- Any planned or automated maintenance/outages (including ongoing updates) of the Service.

- Any time during which Avaya has been awaiting a Customer or third party (acting on Customer's behalf) deliverable, action, dependency, or prerequisite, including Customer testing or verification of Incident solutions prior to implementation.
- Any time Customer withholds access for required updates, patches, or bug fixes to restore normal Service operation.
- Any Service downtime that occurs before the Service Operation start date.
- Partial service outage, power failures and shutdowns, network service interruptions, and any other reasons or events beyond the reasonable control of Avaya.
- Service downtime due to Customer operational error (platform configuration error).

10. SERVICE CHARGES

This Section details how Avaya will determine and invoice the charges applicable to the Service. The applicable charges will be comprised of recurring charges and other charges.

10.1. Recurring Charges

10.1.1. Recurring Charges During Ramp Period

During the Ramp Period Avaya will invoice the Customer monthly for Monthly Peak Agent Usage of the Service.

10.1.2 Recurring Charges During Service Operation

Depending on the chosen invoicing option for the Monthly Minimum Agent Commit (monthly in arrears or annual prepay) the charges for the Service bundles will be invoiced as follows:

- Monthly in arrears: Beginning on the Service Operation start date, Avaya will invoice Customer monthly in arrears for (i) the greater of the Monthly Minimum Agent Commit or the Monthly Peak Agent Usage, (ii) Fair Use Allowance overages as described in Section 10.3, and (iii) other charges.
- Annual prepay: Beginning on the Service Operation start date, Avaya will invoice Customer the annual amount for the Monthly Minimum Agent Commit for the first year of the subscription term, with subsequent prepayments to be invoiced on the anniversary of the first annual invoice. Further, Avaya will invoice Customer monthly in arrears for (i) any Concurrent and/or Named Agent license usage in excess of the Monthly Minimum Agent Commit, (ii) charges for Fair Use Allowance overages as described in Section 10.3, and (iii) other charges.

10.1.3. Monthly Maximum Agent Usage

Infinity Orders are subject to a Monthly Maximum Agent Usage. Customer's usage of the Service is limited to totaling to no more than 150% of the Monthly Minimum Agent Commit. Overages beyond the 150% limit will require Customer to submit a change order to increase the Monthly Minimum Agent Commit.

10.1.4 Determination of Service Usage

Avaya measures usage of each usage-based Service element based on the Usage Volume during each monthly billing cycle. On the first day of every month, Avaya will calculate the Usage Volume for the previous month that will be used to calculate the usage charges due for the associated invoicing cycle.

To calculate the Monthly Peak Agent Usage, Avaya will count the highest number of Named or Concurrent Agents who access or use the Service each hour on a given day within the monthly billing period, store the count for the day's peak hour, and use that information to determine the Monthly Peak Agent Usage. When calculating Monthly Peak Agent Usage, Avaya will disregard Concurrent Agent usage peaks during the last 15 minutes of shifts.

Note: Avaya does not provide metering per site or per country.

10.2. Other Charges

Avaya will invoice all other charges and fees due in relation to the Service as set out in the applicable Order.

10.3. Fair Use Allowance

In relation to Customer's use of the Service elements listed below, Avaya will provide to Customer without additional charge a monthly allowance, allocated on a per-Service bundle basis (or other metric, as applicable) for each bundle type as described in the tables below ("Fair Use Allowance").

10.3.1. IVR Fair Use Allowance

Service Bundle	**Monthly Allowance of Free IVR Minutes**	
Voice Orchestration Fixed	90,000	
Service Bundles	**BYO WEM**	**Verint WEM**
Essentials Digital Concurrent Agent	Not Applicable	Not Applicable
Essentials Digital Named Agent	Not Applicable	Not Applicable
Essentials Voice Concurrent Agent	1,875	2,500

Service Bundle	Monthly Allowance of Free IVR Minutes	
Voice Orchestration Fixed	90,000	
Service Bundles	**BYO WEM**	**Verint WEM**
Essentials Voice Named Agent	1,350	1,800
Advanced Concurrent Agent	3,000	4,000
Advanced Named Agent	2,150	2,850
Ultra Concurrent Agent	Not Applicable	5,000
Ultra Named Agent	Not Applicable	3,850
Infinity Hybrid Concurrent Agent	400	Not Applicable

Avaya will provide Customer the ability to track its actual usage of IVR minutes.

Customer consumes IVR minutes, including the IVR Fair Use Allowance, when Basic IVR capabilities are used for inbound, outbound, and secure call flows – including bot flows. Avaya will measure IVR minutes consumption, by using a session timer to calculate (in one second increments) the session duration of each IVR flow. Session duration starts at the IVR flow initiation and ends upon an IVR flow termination event (e.g. transfer to ACD, disconnect, or exit). This includes time spent in the inbound call flow and, if present, time spent by a bot flow or a Virtual Agent. Avaya will calculate the monthly aggregate IVR minutes consumed; and for any consumption of IVR minutes that exceeds the IVR Fair Use Allowance, Avaya will bill You an overage charge as described below.

Applicable To	Overage Charge Per Additional Minute
Cloud IVR Usage	$0.010

Basic IVR capabilities include the following:

- Announcements
- DTMF prompts and capture
- Wait Treatment
- Set Language
- Transfer to Queue
- Variables Exchanges
- Payload Updates/Exchanges
- IVR Trees

- Menus, Transfers, Disconnects
- External Data Dips
- Text-to-Speech
- Callback Flows

Note: AI Virtual Agent/NLU/Conversational Self-Service are not part of the IVR fair use policy. Those services are tracked and invoiced separately per existing rate cards.

10.3.2. API Fair Use Allowance

Service Bundle	**Monthly Allowance of Free API Calls**	
Voice Orchestration Fixed	1,000,000	
Service Bundles	**BYO WEM**	**Verint WEM**
Essentials Digital Concurrent Agent	112,500	150,000
Essentials Digital Named Agent	82,500	110,000
Essentials Voice Concurrent Agent	82,500	110,000
Essentials Voice Named Agent	58,500	78,000
Advanced Concurrent Agent	112,500	150,000
Advanced Named Agent	82,500	110,000
Ultra Concurrent Agent	Not Applicable	182,000
Ultra Named Agent	Not Applicable	140,000
Infinity Hybrid Concurrent Agent	5,000	Not Applicable

For any API calls that exceed the API Fair Use Allowance, Avaya will bill You an overage charge as described below.

Applicable To	**Overage Charge Per Additional API Call**
API Usage	$0.0001

For Analytics APIs (Historical or Real Time) only: The API overage charge described above will not apply. Instead, Customer will be charged for the volume of data extracted using any Analytics APIs, as described below.

Applicable To	Overage Charge Per GB of Data Extracted
Analytics API Usage	$0.173

10.3.3. Bring Your Own Carrier (BYOC) Fair Use Allowance

Service Bundle	Monthly Allowance of Free BYOC Minutes	
Voice Orchestration Fixed	250,000	
Service Bundles	**BYO WEM**	**Verint WEM**
Essentials Digital Concurrent Agent	Not Applicable	Not Applicable
Essentials Digital Named Agent	Not Applicable	Not Applicable
Essentials Voice Concurrent Agent	4,875	6,500
Essentials Voice Named Agent	3,750	5,000
Advanced Concurrent Agent	4,875	6,500
Advanced Named Agent	3,750	5,000
Ultra Concurrent Agent	Not Applicable	6,500
Ultra Named Agent	Not Applicable	5,000
Infinity Hybrid Concurrent Agent	500	Not Applicable

For BYOC usage exceeding the BYOC Fair Use Allowance, Avaya will bill You an overage charge as described below.

Applicable To	Overage Charge Per Additional Minute
Bring Your Own Carrier Usage	$0.0010

10.3.4. Cloud Storage Fair Use Allowance

Service Bundle	Monthly Allowance of Free Cloud Storage in Gigabytes	
Voice Orchestration Fixed	Not Applicable	
Service Bundles	**BYO WEM**	**Verint WEM**
Essentials Digital Concurrent Agent	8	10
Essentials Digital Named Agent	6	8
Essentials Voice Concurrent Agent	17	22.75
Essentials Voice Named Agent	13	17.5
Advanced Concurrent Agent	25	32.5
Advanced Named Agent	19	25
Ultra Concurrent Agent	Not Applicable	42.25
Ultra Named Agent	Not Applicable	32.5
Infinity Hybrid Concurrent Agent	Not Applicable	Not Applicable

For data storage usage exceeding the Cloud Storage Fair Use Allowance, Avaya will bill You and overage charge as described below.

Applicable To	Overage Charge Per Additional GB of Storage
Cloud Storage Usage	$0.35

10.3.5. Real-Time Voice Transcription Fair Use Allowance

Service Bundle	Monthly Allowance of Free Voice Transcription Minutes	
Voice Orchestration Fixed	Not Applicable	
Service Bundles	**BYO WEM**	**Verint WEM**
Essentials Digital Concurrent Agent	Not Applicable	Not Applicable

Service Bundle	Monthly Allowance of Free Voice Transcription Minutes	
Voice Orchestration Fixed	Not Applicable	
Essentials Digital Named Agent	Not Applicable	Not Applicable
Essentials Voice Concurrent Agent	50	75
Essentials Voice Named Agent	50	75
Advanced Concurrent Agent	1,200	1,200
Advanced Named Agent	1,200	1,200
Ultra Concurrent Agent	Not Applicable	2,000
Ultra Named Agent	Not Applicable	1,550
Infinity Hybrid Concurrent Agent	50	Not Applicable

For Voice Transcription usage exceeding the Fair Use Allowance, Avaya will bill You an overage charge as described below:

Applicable To	Overage Charge Per Additional Minute
Avaya Real-Time Voice Transcription Usage	$0.01

10.3.6. WebRTC Voice Fair Use Allowance

Service Bundle	Monthly Allowance of Free WebRTC Consumer Voice Minutes	
Voice Orchestration Fixed	90,000	
Service Bundles	**BYO WEM**	**Verint WEM**
Essentials Digital Concurrent Agent	Not Applicable	Not Applicable
Essentials Digital Named Agent	Not Applicable	Not Applicable
Essentials Voice Concurrent Agent	1,875	2,500

Essentials Voice Named Agent	1,350	1,800
Advanced Concurrent Agent	2,625	3,500
Advanced Named Agent	1,875	2,500
Ultra Concurrent Agent	Not Applicable	4,375
Ultra Named Agent	Not Applicable	3,125
Infinity Hybrid Concurrent Agent	200	Not Applicable

For WebRTC Voice Inbound Calling usage exceeding the WebRTC Voice Fair Use Allowance, Avaya will bill You an overage charge as described below:

Applicable To	**Overage Charge Per Additional Minute**
WebRTC Voice Inbound Calling Usage	$0.0051

10.3.7. Realtime Contextual Media Streaming Connection Fair Use Allowance

Service Bundle	**Monthly Allowance of Free Realtime Contextual Media Streaming Minutes**	
Voice Orchestration Fixed	1,500	
Service Bundles	**BYO WEM**	**Verint WEM**
Essentials Digital Concurrent Agent	Not Applicable	Not Applicable
Essentials Digital Named Agent	Not Applicable	Not Applicable
Essentials Voice Concurrent Agent	23	30
Essentials Voice Named Agent	23	30
Advanced Concurrent Agent	1,925	2,500
Advanced Named Agent	1,925	2,500
Ultra Concurrent Agent	Not Applicable	3,500

Ultra Named Agent	Not Applicable	3,500
Infinity Hybrid Concurrent Agent	23	Not Applicable

Avaya will provide Customer the ability to track its actual usage of Realtime Contextual Media Streaming Connection minutes.

Customer consumes Realtime Contextual Media Streaming Connection minutes through usage of features like Bring Your Own Virtual Agent and Bring Your Own Agent Assist.

For Realtime Contextual Media Streaming Connection usage exceeding the Realtime Contextual Media Streaming Connection Fair Use Allowance, Avaya will bill You an overage charge as described below:

Applicable To	Overage Charge Per Additional Minute
Realtime Contextual Media Streaming Usage	$0.01

10.3.8. AI Assistant for Analytics Fair Use Allowance

Add-on to Service Bundle	Monthly Allowance of Free Analytics Assistant Credits
Analytics Insights Add On	200

Avaya will provide Customer the ability to track its actual usage of Analytics Assistant Credits.

Each request made to the AI Assistant for Analytics results in the consumption of one or more whole Analytics Assistant Credits. The exact number of Analytics Assistant Credits consumed per request is variable and is determined by a combination of factors including: volume of data processed, time window of data processed, request complexity, and AI model payload.

Avaya will calculate the monthly aggregate Analytics Assistant Credits consumed; and for Avaya Credit usage exceeding the AI Assistant for Analytics Fair Use Allowance, Avaya will bill You an overage charge as described below:

Applicable To	Overage Charge Per Additional Analytics Assistant Credit
AI Assistant for Analytics	$0.25

11. INITIAL TERM, RENEWAL, AND TERMINATION

11.1. Initial Term

The Service is offered on a subscription basis. Subscription terms are available in 1, 2, 3, 4, and 5-year increments. The length of the Initial Term will be indicated in the Order, and that term will end 1, 2, 3, 4, or 5 years (as applicable) after the Service Operation start date.

11.2. Renewal

Unless either Party provides written notice of their intent not to renew, at least sixty (60) days prior to the end of the then-current subscription term, the subscription term will renew for a Renewal Term subject to the then-current i) rate(s) and ii) Service Description.

11.3 Termination for Convenience

Customer may terminate an Order for convenience upon 90 days written notice (email not sufficient), subject to Customer's payment of the termination charges described below. Early termination of any Order bundled with Third Party Services are subject to the early termination penalties passed on from the vendor.

Termination Charge
100% of the sum of the charges calculated on the basis of the Monthly Minimum Agent Commit for the period starting on the effective date of termination until the end of the Initial Term or any Renewal Term

12. EXIT MANAGEMENT

12.1. Termination Assistance

Upon termination or expiration of an Order, Avaya may, at its sole discretion, provide termination assistance. Any such assistance will be provided pursuant to a separate Avaya Professional Service agreement.