

Avaya Infinity™ Service Description

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1. INTRODUCTION

1.1. General

This Service Description describes the Avaya Infinity[™] platform ("Infinity" or the "Service") (formerly known as Avaya Experience Platform, or "AXP") 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 <u>Avaya Service Descriptions</u> 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 Infinity solution 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:

- "Agent or Agents", means any contact center personnel.
- "Agreement" as the context implies the Customer's direct agreement.
- "Authorized Users" means Your officers, directors, employees, agents, permitted contractors, and any other users who will have access to Avaya Infinity as determined by You, for internal purposes and not for resale or commercial use.
- "Azure" refers to Microsoft Azure data center.
- "Basic Activation Services" means the Avaya-provided feature activation and testing services that is included in each of the Avaya Infinity platform bundles.
- "Bring Your Own Carrier Hybrid or BYOC Hybrid" means establishing a connection between a customer carrier of choice and Avaya Infinity 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.
- "Contract Term" means the total period of use of Service allowed by the Customer beginning on the Service Operation Start Date ending at the conclusion of the Initial Services Term as specified in the Order.
- "Customer" "You" or "Your" is the customer contracting the Service from Avaya. 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 Authorized 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.
- "GCP" refers to Google Cloud Platform data center.
- "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 services period indicated in the Order during which Customer may access and use the Service.



- "Monthly Minimum Agent Commit" means the number of Agent seats Customer commits to purchase for the subscription term. For any Order, the Monthly Minimum Agent Commit shall be no less than 200 Agent seats, unless otherwise agreed upon in writing by the Parties.
- "Monthly Peak Agent Usage" means the highest number of Agents who access or use the Service at any time within each monthly billing period.
- "Monthly Allowance Overages" means any Customer use of the Service that exceeds the monthly entitlements provided under the Allowance Policy described in the Service Description.
- "Order" refers to an Avaya order document.
- "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 time period during which End Users and Agents are onboarded onto the Service.
- "Renewal Term" means subsequent 1-year periods after the Initial Term of the agreement.
- "Service Operation" means availability of the Service for Customer access and use after completion of Service Activation and Ramp Period.
- "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 does not support real-time interactions between Customer and their end customers (e.g., inbound/outbound call routing, IVR routing, etc.) through any Avaya Point of Demarcation. Unavailability does not include time during which the Service is not available due to any Excluded Event.
- "Unit or Units" means, with respect to the Service, an individual license or user seat, or other unit, as applicable, with respect to such Service.
- "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 (formerly Voice Only):** The Essentials Voice bundle enables Customer to interact using Voice capability. Customer may select either the Named Agent or Concurrent Agent billing metric for this bundle.
- **Essentials Digital (formerly Digital Only):** The Essentials Digital bundle enables Customer to interact across Digital capabilities such as email, messaging, and web chat. Customer may select either the Named Agent or Concurrent Agent billing metric for this bundle.
- Advanced (formerly All Media): The Advanced bundle enables customers to interact across
 Digital and Voice capabilities. Customer may select either the Named Agent or Concurrent
 Agent billing metric for this bundle.
- **Ultra:** The Ultra bundle enables customers to operate an omni-channel contact center powered by cloud orchestration facilitating both self-service and agent connections and also includes WFO capabilities. Customer may select either Named Agent or Concurrent Agent billing metric for this bundle.
- Voice Orchestration: The Voice Orchestration bundle enables Customer to leverage cloudbased 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 Concurrent Agent billing metric for this bundle.

The following table summarizes the features available within each Service bundle.

Usage Metric	Fixed	Concurrent	Named/Concurrent			
Capabilities and Features by Bundles	Voice Orchestration	Hybrid	Essentials Digital	Essentials Voice	Advanced	Ultra
Desktop	×	✓	✓	✓	✓	✓
Desktop CRM Integration (Dynamics 365)	×	√	✓	√	√	✓
WebRTC Agent Voice ^{1,25}	×	√	×	√	√	√



Usage Metric	Fixed	Concurrent		Named/Con	current	
Agent Notes	×	✓	✓	✓	✓	✓
Team View	*	✓	✓	✓	✓	✓
Connection Feed	×	✓	✓	✓	✓	✓
SSO/SAML Login	✓	✓	✓	✓	✓	✓
Workflow	√2	✓	✓	✓	✓	✓
Workflow Lookup/Integration (SFDC)	✓	√	✓	~	√	~
Workflow Lookup/ Integration (Zendesk)	✓	✓	✓	~	√	✓
Workflow Lookup/Integration (Dynamics)	✓	✓	√	✓	√	~
Embedded/Agent Workflows	×	✓	✓	✓	✓	✓
Timed Workflows	✓	*	✓	✓	✓	✓
Status/Action Workflows	✓	✓	✓	✓	✓	✓
Message Workflows	✓	✓	✓	✓	✓	✓
Customer Journey	×	✓	✓	✓	✓	✓
Advanced Wait treatment	x ⁴	x 18	✓	✓	✓	✓
Queue based routing	×	×	✓	✓	✓	✓
Skill Based Routing	×	✓	×	×	×	×
Tag routing	*	×	✓	✓	✓	✓
Direct Agent Routing	×	×	✓	✓	✓	~
Proficiency Based Routing	×	×	√	√	√	✓
Webchat (session based)	×	×	✓	×	✓	✓



Usage Metric	Fixed	Concurrent	ı	Named/Con	current	
Email	×	×	✓	×	✓	✓
BYO SMS ²²	×	×	✓	×	✓	✓
Digital Channels Multiplicity	×	×	✓	*	✓	✓
Chat to Voice Channel Escalation (Agent Initiated only)	×	×	×	×	✓	✓
Analytics Customizable Reports	✓	x 19	✓	✓	✓	✓
Analytics Historical Reports	√3	x ¹⁹	✓	✓	✓	✓
Analytics Real Time Monitoring Dashboards	×	x ¹⁹	✓	✓	√	✓
Basic IVR ⁵	✓	✓ 20	✓	✓	✓	✓
Text-to-Speech 23	✓	✓ 20	×	✓	✓	✓
Automatic Speech Recognition	✓	✓ 20	×	✓	✓	~
Cloud Storage – per 1GB ⁶	×	×	✓	✓	✓	✓
Avaya Real Time Voice Transcription ^{7,24}	×	✓	×	~	✓	✓
Avaya Contact Center Artificial Intelligence ⁸ (Virtual Agent Voice Only)	#	+	+		+	±
Bring your own carrier (BYOC) Hybrid ^{9,25}	✓	✓	×	~	✓	✓
911 Inform Location Discovery Solution (LDS) ¹⁶	×	× ¹⁶	×		+	+
APIs ¹⁷	✓	✓	✓	✓	✓	✓



Usage Metric	Fixed	Concurrent	1	Named/Con	current	
Verint* Voice Recording ^{10,15}	×	x ²¹	×	✓	✓	✓
Verint* Screen Recording ¹⁵	×	x ²¹	×	+	✓	✓
Verint* Quality Management ¹⁵	×	x ²¹	×	+	✓	✓
Verint* Automated Quality Management ¹²	×	x ²¹	×	+	∄	
Verint* Automated Quality Management Additional Language ¹²	×	x ²¹	×	Ŧ	#	±
Verint* Data Insights Bot-Enterprise ¹⁵	×	x 21	\pm	Ŧ	\oplus	✓
Verint* Workforce Management ^{11,15}	×	x ²¹	×	Ŧ		✓
Verint* Speech Analytics ¹⁵	×	x ²¹	×	Ŧ	\oplus	✓
Verint* Speech Analytics Additional Language	×	x ²¹	×	Ħ	∄	\pm
Verint* Speech Analytics Each Additional Line of Business	×	x ²¹	×	Ŧ		
Verint* Application Triggers	×	x ²¹	×	\pm	\pm	+
Verint* Application Visualizer	×	x ²¹	$\overline{+}$	\oplus	\oplus	+
Verint* Desktop and Process Analytics	×	x ²¹	×	Ħ	\oplus	\pm
Verint* Operations Visualizer	×	x ²¹	\oplus	Ŧ	\oplus	±
Verint* 1TB Storage ¹³	*	x ²¹	+	+	+	+



Usage Metric	Fixed	Concurrent	Named/Concurrent			
Verint* Interaction Data Export with Processing	×	x ²¹	Ħ	Ħ	Ħ	\oplus
Verint* Real-time Coaching Bot	×	x ²¹	×	\pm	\oplus	+
Verint* Interaction Wrap-Up Bot Standalone	×	x ²¹	×	Ŧ	+	+
Verint* PII Redaction Bot	×	x ²¹	×	\oplus	\oplus	\pm
Verint* Da Vinci Speech Transcription	×	x ²¹	×	Ħ	Ħ	\pm
Verint* Face to Face Recording	×	x ²¹	×	\oplus	\oplus	\pm
Verint* TimeFlex Bot	×	x ²¹	Ŧ	\oplus	Ŧ	\pm
BYO WEM ¹⁴	×	x ²¹	×	✓	✓	✓

	References/Notes
✓	Included with the Bundle
	Available as an add-on offer to Avaya Infinity. Add-ons are separately priced and, unless the offer is Avaya-branded, the add-on is a Third-Party Item.
×	Not Available to the Bundle
*	Verint capabilities are governed by the <u>Verint Workforce Engagement Cloud Service</u> <u>Description</u> .
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 Policy described in section 10.3.1.
6	Cloud Storage usage is governed by Cloud Storage Fair Usage Policy described in section 10.3.4.



	References/Notes
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 Avaya CCAI Virtual Agent voice bot, the transcription will be captured by CCAI service (subject to CCAI charges) and displayed in the Connection Feed.
8	Avaya Contact Center Artificial Intelligence is governed by the <u>Avaya Contact Center</u> <u>Artificial Intelligence Service Description</u> .
9	BYOC minutes are governed by BYOC Fair Usage Policy described in Section 10.3.3. Please refer to the BYOC Checklist for pre-requisites to deploy this feature.
10	Verint Voice Recording includes Encryption and N+M Redundancy.
11	Verint WFM includes Performance Management (Scorecards).
12	Quality Management is a requisite for Automated Quality Management. Automated Quality Management includes 1 language and is a prerequisite for Automated Quality Management Additional Languages.
13	Verint 1TB Storage is automatically added to the relevant agent 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 <u>Avaya Application Programming Interface License</u> <u>Agreement</u> . Additionally, your use of APIs is subject to the API Fair Use Policy 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 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.



	References/Notes
19	Call Center Elite interactions, including those from Infinity Hybrid, are reported via on- premise Avaya CMS. Consolidated reporting by integrating CMS data into Avaya Infinity Analytics is a future ROADMAP item and may incur additional charges.
20	Requires incoming calls routed via BYOC Hybrid to Avaya Infinity platform where modern self-service Workflows provide IVR capabilities to caller before transferring the call to Aura Elite for agent routing.
21	Can be supported through separate AWE offers/deployments with on-premises Call Center Elite. Not included as part of Avaya Infinity Hybrid bundle.
22	BYO SMS leverages Messaging APIs for building and operating custom SMS connectors thus any resultant API usage is subject to Avaya Infinity API Fair Usage Policy 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 <u>Google Text-to-Speech</u> for this functionality. For languages not supported by Google, Avaya uses <u>Microsoft Azure Text-to-Speech</u> .
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 .

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.



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.



For additional information regarding any APS packages, please refer to the <u>Infinity</u> <u>Professional Services Catalog.</u>

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 Infinity, 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 Infinity. Customer
 must enter into a carrier services agreement with their chosen Carrier, and the Carrier must be
 connected to the Service 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 Service. Customer is also responsible for monitoring
 and rectifying any impact to 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.

The following table summarizes the Network Requirements with respect to network delay, jitter, and packet loss requirements that the 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	 For Voice WebRTC traffic, network bandwidth must be at a minimum 3
Bandwidth	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 services, in whole or in part; or continue provision of services 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 applicable law, rules and regulations applicable to Your business, and for 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 internal law, treaty or regulation.

You accept the responsibility of You and Your authorized users using Infinity 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

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 Service is not compliant with payment card industry data security standards (PCI DSS). Customer is responsible for ensuring that its use of the Service to store or process credit card data complies with applicable PCI DSS requirements.

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 solution, Customer's network or information systems connected to or integrated with the Infinity solution 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 Infinity Order, maintain the policies, processes, and controls that prevent introduction of viruses into the Infinity solution 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: Infinity 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

User's phones can be tracked via their device's MAC address an 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 user login to the Avaya Infinity Cloud, the 911inform solution then sends an email to the user's address which is administered in Admin Portal, prompting the 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 <u>Avaya Infinity</u> Privacy Fact Sheet.

6. SERVICE IMPLEMENTATION

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 Ramp-Up Period (defined below) starts upon the completion of the Service capability configurations.

The Service will be implemented in three stages: Service Activation, Ramp Period and Service Operation. A description of the stages follows in the table below:



Delivery Stage	Description
Service Activation	Service Activation planning will commence promptly following Avaya's acceptance of Customer's Order or following a later start date described in the accepted Order. For Service Activation, Avaya will build a new instance and begin to provision the Service and activate the software supporting the ordered Service bundle(s). Upon completion of the work above, Avaya will notify Customer of the Service Activation date.
Ramp Period	Following Service Activation, Customer will have a maximum 90-day Ramp Period, during which Customer may access and use the Service and Avaya will invoice the Customer for the Monthly Usage.
Service Operation	Upon completion of the Ramp Period, Avaya will notify Customer of the Service Operation start date and Customer's Initial Term will commence on such start date, at which point Avaya will invoice Customer monthly in arrears for (i) the greater of the Minimum Monthly Agent Commit or Monthly Peak Agent Usage, (ii) any use that exceeds the entitlements provided under the Allowance Policy described in this Service Description, and (iii) any other fees.

6.1. Avaya Responsibilities

Avaya will assign an Avaya Professional Services Manager to oversee the delivery of the Service instance, which includes the build out of the infrastructure and the applications as well as delivery of the Basic Activation Services.

6.2. Customer Responsibilities

Customer will designate a single point of contact (SPOC) that Avaya may contact in relation to all general 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 in the subscription pricing and include: (i) maintenance, (ii) incident tracking and resolution, and (ii) certain 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 Your subscription. 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 Service updates or upgrades.

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

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 \times 24 hours \times 60 minutes = 44640 minutes B = 15 minutes C = [(44,640 - 15) / 44,640] \times 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 table below times the Subscription fees (based on Monthly Minimum Agent Commit, and not including fees for taxes, installation, upgrade, professional services, or other non-recurring service charges) paid monthly by Customer for the impacted Service, and the Service Credit shall be applied to Customer's next monthly invoice.

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)
From	То	



100%	≥ 99.999%	0%
< 99.999%	≥ 99.0%	10%
< 99.0%	≥ 97%	30%
<97%		100%

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 preestimate 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 platform downtime (i.e., Microsoft Azure, AWS, 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 the charges applicable to Infinity. The applicable charges will be comprised of recurring charges and other charges.



10.1. Recurring Charges

10.1.1. Monthly Minimum Agent Commit

Infinity offer bundles will be invoiced subject to the Monthly Minimum Agent Commit and usagebased service elements.

- 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 any usage-based overages monthly.

10.1.2. Determination of Service Usage

Generally, 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.

For example, 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 Avaya Infinity Order.

10.3. Fair Use Policy

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-Agent 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

Bundle Type	Monthly Allowance of Free IVR Minutes	
Voice Orchestration Fixed	90,000	
Agent 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	4,225
Ultra Named Agent	Not Applicable	3,250
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 Pricing 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

Bundle Type	Monthly Allowance of Free API Calls	
Voice Orchestration Fixed	1,000,000	
Agent 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 Price Per Additional API Call
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API Usage	\$0.0001
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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 Price Per GB of Data Extracted
Analytics API Usage	\$0.173

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

Bundle Type	Monthly Allowance of Free BYOC Minutes	
Voice Orchestration Fixed	250,000	
Agent 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 Pricing Per Additional Minute
Bring Your Own Carrier Usage	\$0.0010



10.3.4. Cloud Storage Fair Use Allowance

Bundle Type	Monthly Allowance of Free Cloud Storage in Gigabytes	
Voice Orchestration Fixed	Not Applicable	
Agent 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 Pricing Per Additional GB of Storage
Cloud Storage Usage	\$0.35



10.3.5. Real-Time Voice Transcription Fair Use Allowance

Bundle Type	Monthly Allowance of Free Voice Transcription Minutes	
Voice Orchestration Fixed	Not Applicable	
Agent 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	50	75
Essentials Voice Named Agent	50	75
Advanced Concurrent Agent	100	100
Advanced Named Agent	100	100
Ultra Concurrent Agent	Not Applicable	1,950
Ultra Named Agent	Not Applicable	1,500
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 Pricing Per Additional Minute
Avaya Real-Time Voice Transcription Usage	\$0.01

10.3.6. WebRTC Consumer Voice Fair Use Allowance

Bundle Type	Monthly Allowance of Free WebRTC Consumer Voice Minutes	
Voice Orchestration Fixed	90,000	
Agent 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 Pricing Per Additional Minute
WebRTC Voice Inbound Calling Usage	\$0.0051

10.3.7. Virtual Agent Ready Fair Use Allowance

Bundle Type	Monthly Allowance of Free Virtual Agent Ready Minutes	
Voice Orchestration Fixed	1,500	
Agent 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	23	30
Advanced Named Agent	23	30
Ultra Concurrent Agent	Not Applicable	37.5



Ultra Named Agent	Not Applicable	37.5
Infinity Hybrid Concurrent Agent	23	Not Applicable

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

Applicable To	Overage Pricing Per Additional Minute
Virtual Agent Ready Usage	\$0.01

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 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.

Time Period	Termination Charge
Effective date of termination – Original expiration date of current subscription term	100% of remaining monthly subscription fees



12. EXIT MANAGEMENT

12.1. Termination Assistance

Upon termination or expiration of an Infinity Order, Avaya may, at its sole discretion, provide termination assistance. Any such assistance will be provided pursuant to a separate APS agreement. See section 3 for information regarding APS packages.

About Avaya

Avaya is a global enterprise software leader that helps the world's largest organizations and government agencies forge unbreakable customer connections. The Avaya Infinity™ platform is built to unify fragmented experiences, equipping enterprises to evolve their contact centers into connection centers and strengthen relationships that create business value. Learn more at www.avaya.com







