

IP Office Basic Support Services

Service Agreement Supplement Service Description

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Introduction

This Service Description is only for Avaya Connect Partners and should not be provided directly to customers.

This Service Description describes the Avaya IP Office Basic Support Services offer for eligible Supported Products and supersedes all prior descriptions or contract supplements relating to such support.

This document is an attachment to the Partner's Commercial Agreement with Avaya as applicable and shall serve as the Service Description with respect to such support offering. In the event of a conflict between this Service Description and the Partner's Commercial Agreement with Avaya, the terms and conditions of the Partner's Commercial Agreement with Avaya will control.

The services under the Service Description will be provided by Avaya to the Partner purchasing support coverage for the End Customers.

The Partner will be responsible for ensuring that the End Customer responsibilities are performed under this document, and securing (either directly or through resellers, as applicable) all necessary approvals, consents and performance from the End Customer. This Service Description is not intended to serve as the Partner's terms and conditions with their End Customer.

The IP Office Basic Support Services offer is available to Partners meeting the specific eligibility requirements listed in this document and in other applicable Avaya policies. IP Office Basic Support Service is available in Co-Delivery or Wholesale models, except where noted.

Partners must have authorized status in the Avaya Connect program to sell IP Office Basic Support
Service in the respective theatre. To purchase IP Office Basic Support Service Co-Delivery, Partners
must also comply with the Co-Delivery requirements as documented in the Avaya Connect Program
Requirements at: https://sales.avaya.com/en/general/program-requirements (or any successor site
designated by Avaya).

Reference the IPOSS page on the Avaya Partner Portal for the IP Office Basic Support Service Offer Definition and partner training presentation:

https://sales.avaya.com/en/pss/ip-office-support-services



1.IP Office Basic Support Services Summary

A. Eligible Releases for New IP Office Basic Support Service Coverage

The IP Office Basic Support Service offer is available for systems that are on N-2 and earlier releases beginning with R8.1 that are not end of support. . N and N-1 releases are not eligible for IP Office Basic Support Services and must purchase the Avaya IP Office Support Services (IPOSS) offer.

B. Attach Policy

IP Office Basic Support Service Remote Technical Support (RTS) coverage is required for all IP Office systems if the partner provides support to the customer.

- For multi-node configurations, IP Office Basic Support Service coverage is required on the full IP Office solution, including all nodes/servers and incremental per-user-license coverage for IPOCC or ACCS licenses. Coverage level (Delivery Model and Coverage Term) must match across all nodes in the system (IP Office, IPOCC and ACCS).
- When purchased, parts coverage is required on all Avaya servers/nodes.
- In addition to the purchased IP Office Basic Support Service coverage, the IP Office system must be registered to activate the IP Office Basic Support Service entitlement to receive Avaya support or parts replacement.
- Note: IP Office systems with a Centralized Branch configuration require Avaya's Support Advantage service offer coverage (rather than IP Office Basic Support Service).
- Note: Co-Delivery partners that sell or provide support to their end customers have additional attach requirements. See the Co-Delivery compliance policy for details: https://sales.avaya.com/documents/1399552194788.

C. Coverage Options

IP Office Basic Support Services includes the following reactive coverage options:

- 24x7 Remote Technical Support (RTS)
- Parts Replacement
 - o Parts available in Next Business Day, 4-Hour, or On-Site Parts
 - Parts Replacement coverage is bundled together with Remote Technical Support and Upgrades, into a single SKU
 - See Appendix B to determine which Parts options are available for the Customer's site. (On-Site Parts option is only available for US Wholesale delivery)

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

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



Avaya may verify the Partner's ongoing eligibility for the IP Office Basic Support Service offer; including validating that the Partner is properly performing the Roles and Responsibilities and Tier 1 and Tier 2 support as designated in this Service Description before escalating tickets for Avaya support.

D. IP Office Basic Support Service Pricing Structure

IP Office Basic Support Service Remote Technical Support (RTS) is included in every IP Office Basic Support Service coverage option.

IP Office Basic Support Service RTS base coverage is charged per-server, for each node that is running IP Office software or associated applications, including virtual servers Optional Parts Replacement coverage may be added.

IP Office Basic Support Service coverage for the IP Office and SBC product is priced per-server, based on generic server type:

Generic Server Type	Examples				
"IP500v2" (CAT 1)	• IP500v2/IP500v3				
"DL360" - Large-tier Linux (CAT 2)	 IP Office DL360/R620/R630 ACP 100 Server P3 Avaya Session Border Controller (SBC) DL360/R320/R330 				
"DL120" - Small-tier Linux (CAT 3)	 IP Office DL120/R210/R220/R230 3P/Virtual, Application servers ACP 110 Server (R240) Avaya Session Border Controller (SBC) R210 Virtual ACP 110 				
GDPP Demo Bundle (CAT 7)	Demo License Bundle				
Portwell SBC (CAT 8)	Portwell CAD 230/CAD 208				
Small Portwell SBC (CAT 9)	Portwell CAF 251				

IP Office Basic Support Service coverage for IPOCCand ACCS require an incremental charge per-license in addition to the above IP Office per server coverage. The IP Office Basic Support Service coverage for the per agent component licenses must match the IP Office Basic Support Service per-server coverage level and the IP Office coverage level: Delivery Model, Coverage Hours and Contract Term.



Optional Parts Replacement coverage may be added for the IPOCC/ACCS servers and is priced per server Reference IPOSS Sales and Partner Training for additional information.



2. Remote Technical Support

IP Office Basic Support Service Remote Technical Support coverage provides reactive remote support for eligible Supported Products that are properly registered with Avaya.

A. Remote Software and Hardware Support

Partner (or Customer per Wholesale coverage option and Responsibilities matrix herein) has access to an Avaya Service Center via the website (http://support.avaya.com) or telephone to request software and (where applicable) hardware support. Avaya's remote support, including all electronic and telephone communications, is provided in the English language.

Remote support coverage is available at all times. This is the minimum coverage required to receive Avaya support.

For all service requests on Supported Products under Support, Avaya will use commercially reasonable efforts to commence remote support according to the following table:

	Outage*	Severe Business Impact*	Business Impact & Non-Service Impact*
Requests submitted via website	Within fifteen (15) minutes	Within fifteen (15) minutes	Within Standard Business Hours
Requests submitted via telephone	Within one (1) hour	Within two (2) hours	Next Business Day

^{*} Severity levels are defined in Appendix A

B. Web Services

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

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

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

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

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

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



<u>My Reports</u> – View and create reports for service requests and entitlements across all of the End Customer's Sold To numbers.

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

Service Requests creation – Create a web request for support and received enhanced response.

C. Minor Software and Firmware Updates and Service Packs

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

- The Partner must register for Avaya E-Notifications in order to receive Updates.
- At the Partner's request, Avaya will remotely perform the installation of a customer-installable Update, subject to the Partner's express approval of time and material charges using Avaya's then current Maintenance Per Incident rates. Maintenance Per Incident charges also apply to any customerinstallable Update required to complete an open Avaya service request.
- Certain Avaya remote-installable Updates may require the insertion of customer-provided media in a local drive at the End Customer's location, and that activity will be the Partner's responsibility.
- System backups are the Partner's responsibility and Avaya's installation of an Update does not include any system backup.
- In most circumstances, updating to the latest Minor Release and/or Update version of a product will be required before application of any additional Updates to address a problem.

D. Major Upgrades

IP Office Basic Support Service does not include entitlement to major software upgrades. Upgrades are not included and must be purchased separately.

Upon request, Avaya will provide the Partner a quote for a transactional software upgrade.

E. Support Limitations for IP Office Basic Support Service Remote Support

- For Supported Products that are not configured in accordance with Avaya documentation, including published guidelines for technical compatibility and connectivity to non-Avaya products, Avaya has the right to restrict its diagnostic and/or corrective procedures to those problems that originate entirely within such Supported Products and do not arise out of, or in connection with, non-documented configurations and/or the Supported Products' interoperation with any other non-Avaya products.
- Support is limited to unaltered versions of the Supported Products and to problems that are reproducible
 in that version of the Supported Product when operating in a standard operating environment ("Standard
 Operating Environment").
 - A Standard Operating Environment is one where the covered applications, databases, and operating systems have been tested, certified, and documented by Avaya.
 - If the Supported Product is not being run in a Standard Operating Environment, then Avaya may
 be delayed in starting work on the service request and additional charges may apply.
 - In the event that support is requested for a Supported Product that is not being run in a Standard Operating Environment and Avaya requests that it be put in a Standard Operating Environment in order to reproduce and diagnose the problem, Avaya will not be responsible for the delays caused by such reconfiguration and the Partner may be responsible for performing such reconfiguration.
- In the event that no trouble is found after putting the altered Supported Product into a Standard Operating Environment, the Partner may be charged time and material charges using Avaya's then current Maintenance Per Incident rates for Avaya's efforts to troubleshoot the problem.
- Corrections to certain problems may only be available through a more current release of software or through a documentation update.



- Trouble isolation and fault management associated with the installation of Updates will be limited to correcting faults for a Standard Operating Environment.
- Support does not cover customized system features or reports created by the End Customer, Partner, or other third parties. Any bug fixing or system re-configuration(s) that Avaya must perform to clear a trouble resulting from the End Customer or Partner's configuration changes are not included in the scope of this Service Description. If Avaya determines that a problem is due to the End Customer's, Partner's, or a third party's application, or configuration changes, then resolution and diagnostic fees may be charged at Avaya's then current Maintenance Per Incident rates.
- IP Office Basic Support Service does not include support for other products that are deployed with the IP Office, such as the IP-DECT Wireless Solution. A separate Utility Maintenance support contract would be required for IP-DECT.

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

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

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

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

F. Additional Exclusions

The following exclusions apply to IP Office Basic Support Services coverage, unless the respective IP Office Basic Support Service coverage option was purchased:

- Onsite support is excluded. If the Partner's requirements necessitate an on-site technician, Avaya
 will dispatch a field technician to the End Customer's site (per Avaya's availability and discretion),
 subject to the Partner's express approval of time and material charges using Avaya's then current
 Maintenance Per Incident rates.
- Parts or advanced parts replacement, unless parts coverage is purchased. Any customized system features, configuration changes or reports.
- Interfacing directly with the Partner's or End Customer's network carrier or service provider.
- Implementation, installation, and customization services may be required and may be provided by Avaya at an additional cost and are outside the scope of coverage provided in this document.
- The provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to the Supported Products.
- Customization of, or labor to install, a software application on the hardware.
- Media or hardware replacement for damages or malfunctions caused by: (1) actions of non-Avaya
 personnel or the attachment of products not supported by Avaya; (2) failure to follow manufacturer's
 installation, operation, or maintenance instructions; (3) failure of products not serviced under this
 Service Description; (4) abuse, misuse, or negligent acts of non-Avaya personnel; (5) repair to
 products if the End Customer, Partner, End Customer-authorized or Partner-authorized party
 modified the product in any manner, shall not be covered.



- Services and all troubleshooting support not directly attributable to a fault in Supported Products (including faults in the Partner or End Customer's own network or the public network).
- Services that cannot be provided due to the Customer's failure to fulfill the Customer responsibilities detailed in this Service Description.
- Support for any service request reported directly by the End Customer will be billable to the Partner.
- Services that cannot be provided due to the Partner's failure to fulfill the Partner responsibilities detailed in the Partner Responsibilities section of this Service Description.
- Services that cannot be provided due to the Partner's or the End Customer's failure to fulfill the responsibilities detailed in this Service Description.



3. Parts Coverage

Where geographically available, the Customer may elect from the following levels of Advanced Parts Replacement coverage. The Parts coverage option corresponds to the remote technical support coverage selected for the base offer- i.e. 8x5 or 24x7.

- Parts, Next Business Day (NBD)
- Parts, 4-Hour (8x5x4 or 24x7x4)
- Parts with Onsite Parts Replacement (this option is only available in the US for Wholesale delivery)

Partners may only sell Parts options where geographically available for their customer site/s or service may not be delivered. Please reference Appendix B for how to check available Parts options for the respective Customer site.

Parts coverage will work as follows:

- Parts coverage will provide for advance replacement of any covered part Avaya determines to be
 inoperative. This includes advance parts for Updates, but does not include system hardware upgrades that
 may be required or terminals (unless the Customer has purchased the Terminal Replacement coverage
 option that is priced and billed separately). Replacement parts may be new, factory reconditioned,
 refurbished, re-manufactured or functionally equivalent.
- The Partner will contact the Avaya Service Center via website (https://support.avaya.com) or telephone to request replacement of a faulty component/device. Avaya may require that only Avaya-authorized Customer contacts are eligible to request advance replacement of parts, verify the identity of Customer contacts requesting parts and limit the number of authorized contacts.
- The Partner will provide the Avaya Service Center with the following information when requesting a part:
 - Avaya-provided Sold To
 - Customer contact information
 - o Avaya description of the requested part
 - Description/severity of the problem
- Avaya may initiate additional troubleshooting and diagnostics via telephone, Support Contact method or ondemand remote connection to confirm the component/device is inoperative.
- Avaya will confirm if the replacement part is a Critical Component or a Non-Critical Component. Only Critical
 Components are shipped to arrive within four (4) hours and only when submitted as an Outage or Severe
 Business Impact Service Request.
- A replacement part will be shipped per the Customer's level of coverage.
 - Shipment and transportation of the advance replacement part will be coordinated using standard shipping services.
 - Avaya will ship the replacement part under the same delivery terms specified in the Partner's Commercial Agreement with Avaya for product deliveries, if any, or, in the absence of said delivery terms in the Commercial Agreement, as established in Appendix B.
 - Certain minor materials, such as internal cabling, fans, fan assemblies, transformers, embedded
 operating system software, power supplies, fuses, and firmware may not be independently
 replaceable. In these circumstances, Avaya may require and will send the larger component to be
 replaced rather than the minor material.
 - The part will be shipped to Customer site, and Partner must follow Avaya's maintenance instructions to replace the field-replaceable component/device.
- The Partner will ship the identified faulty part back to Avaya (unless otherwise agreed) at Avaya's expense
 to arrive within thirty (30) calendar days of issuance of an Avaya case number by Avaya in accordance with
 Avaya's then-current returned materials authorization (RMA) procedure using industry-standard material
 handling processes including the use of Electrostatic Discharge or ESD preventive measures and protective
 packaging provided by Avaya.



- If Avaya does not receive the returned part within thirty (30) calendar days of shipping a replacement part to the Customer, the returned part does not match the part replaced by Avaya, the returned part does not match Avaya's registration record, or the returned part is not eligible for advance replacement, Avaya reserves the right to invoice the Partner the then-current published list price of the replaced part. Failure to return defective parts may result in the suspension of future advanced parts replacement support from Avaya. If the defective part is returned to Avaya after the thirty (30) calendar day period, no credits or refunds will be issued against the invoice created.
- Supported Products returned to Avaya for alleged warranty or out-of-warranty non-conformance issues,
 dead on arrival or epidemic failure conditions, and for which Avaya finds no errors or non-conformance after
 required testing will be designated as No Trouble Found ("NTF"). For Supported Products which are tested
 and determined not to be defective and do not require repair, Avaya may bill the Partner a NTF repair price.
 If the Supported Product was advance replaced, Avaya will retain the NTF Supported Product in addition to
 charging the NTF repair price.

Avaya will use commercially reasonable efforts to arrange shipment of an advance replacement part according to the following chart.

	Parts Next Business Day	Parts 8x5x4*	Parts 24x7x4*			
Critical Part	If the request is received before 5:00 p.m. local site time during Standard Business Hours**, the replacement part is shipped to arrive the following business day.	If the request is received before 1:00 p.m. local site time during Standard Business Hours**, the replacement part is shipped to arrive within four (4) standard business hours.	If the request is received any time of day, the replacement part is shipped to arrive within four (4) hours.			
	If the request is received after 5:00 p.m. local site time during Standard Business Hours**, the replacement part is shipped to arrive in two (2) business days.	If the request is received after 1:00 p.m. local site time during Standard Business Hours** but before 5:00 p.m., the replacement part is shipped to arrive no later than 12:00 p.m. local site time the following business day.	If the request is received before 5:00 p.m. local site time during Standard Business Hours** but delivery within four (4) hours is not requested (that in essence would require a part to arrive during the nighttime), the replacement part is shipped to arrive no later than 12:00 p.m. local site time the following business day.			
Non-Critical Part If the request is received before 5:00 p.m. local site time during Standard Business replacement part is shipped to arrive the following business day.						
		d after 5:00 p.m. local site time during Standard Business Hours oped to arrive in two (2) business days or later if a different delivers.				

^{*} Critical Components are shipped to arrive within four (4) hours when submitted as an Outage or Sever Business Impact Service Request.

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



A. Exclusions from Parts Coverage

The following exclusions apply to Parts coverage:

- Replacement of terminals is not included in any IP Office Basic Support Service coverage option.
- Media or Hardware replacement for damages or malfunctions caused by: (1) actions of non-Avaya personnel or the attachment of products not supported by Avaya; (2) failure to follow manufacturer's installation, operation, or maintenance instructions; (3) failure of products not serviced under this Service Description; (4) abuse, misuse, or negligent acts of non-Avaya personnel; (5) repair to products if the Customer or the Customer's authorized party modified the product in any manner, shall not be covered.
- Replacement of parts that are consumables, accessories or minor materials, including, but not limited
 to: batteries (as specified below), headsets, remote controls (TV & video), printer ribbons, back-up tapes
 or other blank media, wall brackets, rack mounting, and other hardware kits, face plates, bezels, blank
 panels, designation strips, technical documentation, labels, and removable media.
 - Outside of the U.S. and Canada, batteries associated with Uninterruptible Power System (UPS) and direct current batteries are considered a consumable product and replacements must be purchased by the Customer.
 - Batteries associated with a Redundant Array of Independent Disks (RAID) controller, commonly found in servers, are considered a consumable product and replacements must be purchased by the Customer.
 - Datteries providing very limited (nominal) power holdover in the event of loss of public utility power such as in Definity® systems or as part of terminal power supply backup power are considered a consumable product and replacements must be purchased by the Customer.
 - Wireless batteries are not considered major components of the various Wireless solutions supported by Avaya; therefore, these batteries are considered a consumable product and replacements must be purchased by the Customer.
- Onsite support. If the Partner's requirements necessitate an on-site technician, Avaya will dispatch a
 field technician to the Partner's site (where geographically available) subject to the Partner's express
 approval of time and material charges using Avaya's then current Maintenance Per Incident rates,
 where available and appropriate.
- The provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to Supported Products.
- Services that cannot be provided due to the Partner or customer's failure to fulfill the customer responsibilities detailed in the Responsibilities section of this Service Description.

B. Support Limitations for Parts Coverage

- For eligibility under the *Parts 8x5x4* and *Parts 7x24x4* coverage options, the Supported Products must be installed and located within a specified driving distance from an Avaya parts stocking location (list located at https://downloads.avaya.com/css/P8/documents/100128686.
 - Within 100 driving miles for U.S. and Canada
 - Within 150 driving kilometers for all countries within EMEA (see Addendum)
 - Within 75 driving kilometers for all other countries
- Advance replacement of parts, end users, or sites that require an individual export license are contingent upon obtaining the applicable license and permits.
- International shipments require customs clearance procedures that may delay scheduled delivery of the advance replacement part.
- Shipment of the advance replacement part will be scheduled using generally available, standard shipping services and does not include premium shipping or transportation services to guarantee arrival date or time for a single shipment.
- Replacement of Avaya-licensed software:
 - Defective software media will be replaced at no charge. Avaya will replace only the number of copies originally provided to the Customer.
 - The Customer will maintain control of the original software media including creation of backup copies.
 - Avaya will provide instructions available at http://support.avaya.com where the Customer's designated representative can download software and make backup copies of the originally



- licensed software if it is a currently supported release and if replacement at no charge is allowed by the software license.
- If the lost release is not currently supported and the Customer has not purchased the IPOSS offer which includes software upgrade entitlement, the Customer must pay for an upgrade to the currently supported release.
- o Replacement of media may be subject to additional charges.



4. Onsite Parts Replacement Coverage

Onsite Parts Replacement coverage is incremental to Advanced Parts Replacement and thus includes all benefits as defined above. Where geographically available as indicated in Appendix B, the Partner may elect from the following levels of coverage:

- Onsite Parts Replacement NBD Onsite Parts Replacement technician support is provided the next business day.
- Onsite Parts Replacement 4-Hour Onsite Parts Replacement technician support is provided during coverage hours within 4 hours for Outage and Severe Business Impact issues and next business day for all other onsite support.

Onsite Parts Replacement coverage includes the following services:

- If Avaya determines a fault cannot be resolved remotely and Onsite Parts Replacement is required,
 Avaya will dispatch Avaya's field technical resources or designated resource to replace the defective
 parts and return the Supported Product to operational condition, and restoring to the latest backup (as
 needed).
- Installation of technician-installable Updates.
- Other Onsite Support that is mutually agreed and scheduled.

Once Avaya determines a fault cannot be resolved remotely and onsite parts replacement is required, Avaya will use commercially reasonable efforts to dispatch and coordinate the scheduled arrival time for the Avaya field technical resource or designated resource:

- The scheduled arrival time will be based on site access and availability of the Customer's authorized representative.
- If the Customer has purchased 8x5 Support, Avaya will provide out of hours support for an Outage or Severe Business Impact request upon Customer request and subject to the Customer's Partner's express approval of time and materials charges using Avaya's then current Maintenance Per Incident rates.
- By close of the next business day during Standard Business Hours for a Business Impact or Non-Service Impact request. Avaya will provide support outside of Standard Business Hours (subject to Avaya discretion) for a Business Impact or Non-Service Impact request upon Customer request and subject to the Partner's express approval of time and materials charges using Avaya's then current Maintenance Per Incident rates.
- As mutually agreed during Standard Business Hours for any other onsite support.
- Within four (4) hours for an Outage or Severe Business Impact request if the site is located in the U.S. per Appendix B.
 - If the Partner has purchased 4-Hour Onsite Parts Replacement Support, the scheduled arrival time will be based on site access and availability of the Customer's authorized representative.
 - Outage or Severe Business Impact request upon Customer request and subject to the Partner's express approval of time and materials charges using Avaya's then current Maintenance Per Incident rates.
- By close of the next business day during Standard Business Hours for a Business Impact request. Avaya
 will provide support outside of Standard Business Hours for a Business Impact or Non-Service Impact
 request upon Customer request and subject to the Partner's express approval of time and materials charges
 using Avaya's then current Maintenance Per Incident rates.

A. Exclusions from Onsite Parts Replacement Coverage

The following exclusions apply to Onsite Parts Replacement Support:

- Remaining onsite outside of Coverage Hours or after resolution of a problem in the Supported Products.
- Providing standby service, such as requesting field technicians to be present on the Customer's premises during electrical power shutdowns, disaster recovery tests, or special events.



- Trouble isolation and fault management associated with the installation of Updates other than to correcting faults for a Standard Operating Environment.
- Faulty product installations or system upgrades
- Customized system features or reports created by the Customer or third parties. If Avaya determines
 that a problem is due to the Customer's or a third party's custom application, then resolution and
 diagnostic fees may be charged at Avaya's then current Maintenance Per Incident rates.
- The provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to Supported Products or terminal replacement.
- Customization of, or labor to install, a software application on the Supported Product.
- Services and all support not directly attributable to a fault in Supported Products (including faults in the Customer's own network or the public network).
- Services that cannot be provided due to the Partner or Customer's failure to fulfill the responsibilities detailed in the Responsibilities section of this Service Description.



5. Partner Roles & Responsibilities

The following table outlines the roles and responsibilities of the involved parties.

Implementation

Responsibility	Wholesale		Co-Delivery		1	
	End Customer	Partner	Avaya	End Customer	Partner	Avaya
Ensure the power and grounding of Avaya products meet the product specifications		Х			Х	
Provide the proper environment for the Supported Products, including electrical and telecommunications connections as specified by Avaya.		Х			Х	
Follow all of the Avaya installation, operation, and maintenance instructions.		Х			Х	
Ensure registration of Avaya Supported Products is completed as defined by Avaya's most recent registration process and accurately maintained after system changes.		Х			Х	
Provide Avaya with remote system access via an Avaya-approved connectivity method as provided in this Service Description.		Х			Х	
Maintain accreditations and authorizations as defined in this Service Description.		Х			Х	



Post-Implementation Support

Service requests from non-accredited personnel may result in delayed support and will be billed time and material charges using Avaya's then current Maintenance Per Incident Rates.

	Wholesale			Co-Delivery		
Responsibility	End Customer	Partner	Avaya	End Customer	Partner	Avaya
Define internal procedures to maintain control of the original software media including creation of backup copies.		Х			Х	
Maintain a procedure external to the software program(s) and host computer for backup and reconstruction of lost or altered files, data or program to the extent the Customer deems necessary.		Х			Х	
Notify Avaya of any moves of Supported Products covered by this Service Description.		Х			Х	
Access and use web-based services available at http://support.avaya.com prior to submitting a service request to Avaya	Х	Х			Х	
Utilize Support Web site tools such as Create Service Request, Check Case Status, Request Parts Replacement, Administer Customer Site Contacts, Download Software	Х	Х			Х	
Contact Avaya for entitled support. * Avaya remote connectivity is required.	X *	Х			X 1	
Maintain accreditations and authorizations as defined in this Service Description.		Х			Х	
Operate and maintain a Support Operations Center to receive service requests from the End Customer during business hours and out of hours.			Х		Х	
Provide the Avaya Service Center with the following information when reporting a trouble: Avaya-provided customer Sold To Number, Customer contact information, Description and urgency of the problem	Х	Х			Х	
Upon receipt of an Avaya service request, perform troubleshooting and diagnostics via remote connection to isolate software and hardware-related problems and determine whether a Supported Product is working in accordance with Avaya's standard and published documentation, including all associated application and configuration notes.			Х			Х
Onsite troubleshooting as required.		Х			Х	



	Wholesale			Co-Delivery		
Responsibility	End Customer	Partner	Avaya	End Customer	Partner	Avaya
Upon receipt of an Avaya service request, isolation and resolution of all reproducible problems or anomalies resulting when Avaya installation or configuration instructions were used, as long as the configuration errors are specific to unaltered Avaya software product.			х			Х
Upon receipt of an Avaya service request, identification and resolution of any inconsistencies or errors in Avaya product documentation.			Х			Х
Request advance replacement of parts only for the eligible Supported Products.	Х	Х			Х	
Unless onsite parts replacement coverage by Avaya was purchased: Replace defective part. Return faulty parts to Avaya according to the guidelines in the Parts Coverage section of this Service Description.		Х			Х	
For onsite parts replacement coverage, provide Avaya with onsite access to the Supported Products during Coverage Hours. 'Access' includes physical access as well as network access to Supported Products. Additional charges may apply if an Avaya field technician is scheduled to service equipment and the technician must wait after arriving onsite for equipment to become available for servicing.	Х	Х		Х	х	
Maintain Avaya products at the most current Service Pack ("SP") and Firmware ("FW") update level		Х			Х	

¹ For Co-Delivery contracts:

- Any service request submitted directly to Avaya by the End Customer will be referred to the Partner. If the
 End Customer continues to bypass the Partner's Support Operations Center and request support from
 Avaya, the Partner will be billed time and material charges using Avaya's then current Maintenance Per
 Incident rates to perform this referral.
- The Partner's ACS/ACSS accredited resource may contact the Avaya Backbone (Tier III) organization only
 after their efforts have been completed to troubleshoot, diagnose, and isolate software and hardware related
 problems per the above Responsibilities matrix, and when the results of that effort are documented in the
 Avaya Partner Case Diagnostic Template.
- Service requests will only be accepted by Avaya when submitted by the credentialed ACS/ACSS for that
 particular Supported Product. Where ACS/ACSS-level accreditation is not applicable to the relevant
 Supported Product for which support is being requested, an "Install and Maintain" Product Authorization is
 required.
- Service requests from non-accredited Partner personnel may result in delayed support and will be billed time and material charges using Avaya's then current Maintenance Per Incident rates.



6.General

A. Billing and Contract Start Date

Support and billing will commence in accordance with the below schedule:

Order Type	Commence Support and Billing at the earliest of 1 st license activation date OR 1 st day of month
New Supported Products	Second Month*
Upgrades of existing products already under IP Office Basic Support Service support coverage, including licenses	Second Month*
Increases in the quantity of existing products already under IP Office Basic Support Service support coverage	First Month*
<u>Same</u> order for increases in the quantity of existing products already under IP Office Basic Support Service support coverage contains new Supported Products or an upgrade	Second Month*
Same order for increases in the quantity of existing products already under IP Office Basic Support Service support coverage and new Supported Products or an upgrade, also contains increases in the quantity of existing Third Party Products already under IP Office Basic Support Service support coverage	First Month*

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

Note -

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

B. Partner Eligibility

The Partner agrees to adhere to all Avaya policies, including, without limitation, Avaya Connect, applicable to the Co-Delivery Support offer published on the Avaya Partner portal.

If the Partner does not meet the requirements set out in this Service Description, or does not obtain or maintain the necessary eligibility requirements, one or more of the following may apply (at Avaya's sole discretion):

- Cancellation of the Co-Delivery order and requirement to reissue support under Wholesale (and at such applicable rate);
- Avaya billing the then current applicable re-initiation fee;
- Avaya refusing to accept any subsequent orders for co-delivery support.

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C. Audit Rights

Avaya may audit the Partner's Co-Delivery cases and the resources used in performing their obligations under this Co-Delivery Support offer. It is the responsibility of the Partner to ensure their associates are aware of and understand the Partner's responsibilities and obligations established within this Service Description.

D. True Up

Avaya may perform true ups to determine if additional chargeable server/nodes and/or Software Licenses have been added to Supported Products and bill for the additional nodes and/or licenses.

E. Renewal of Coverage

IP Office Basic Support Service coverage for Supported Products will automatically renew at the end of the initial term of coverage and any renewal term under Avaya's then current Service Description applicable to Supported Products, unless either party provides written notice of its intent not to renew such coverage at least 30 days prior to the renewal date. If the Customer is an Avaya authorized reseller or Distributor, renewals will not be automatic unless auto-renewal is available from Avaya. Auto-renewal for authorized resellers and distributors is not available in all regions. Where auto-renew is available, IP Office Basic Support Service 1-year, 3-year, and 5-year support agreements will renew at then-current rates and for a similar term length as the expiring agreement, except when shorter renewal terms are required by local country laws or regulations.

F. Re-initiation of Lapsed Coverage

A re-initiation fee will apply to reinstate support when coverage has lapsed. The applicable re-initiation fee will be invoiced and payable with the first billing of the new coverage. For details on the fees, refer to the Support Re-initiation Policy.

Note:

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

G. Termination of Support

There is no refund provision for early termination of IP Office Basic Support Service.

H. Certification

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

Certification of Supported Products may be required when:

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

If the IP Office system has been out of warranty or maintenance for more than 90 days, Equipment Certification is required if:



- IP Office Basic Support Services APR (Advanced Parts Replacement) and on-site coverage option is selected
- 2. A Linux / application server has been installed and APR coverage is selected.

Certification is not included in this Service Description and will be charged at Avaya's then current Maintenance Per Incident rates if Supported Products are not added under IP Office Basic Support Services coverage within 45 days of certification completion. Avaya does not guarantee Supported Products subject to certification will be certified. If Supported Products are found to be ineligible for certification, the Customer is responsible for corrections required to make Supported Products eligible. A list of Supported Products is located in the IP Office Basic Support Services Offer Definition.

I. Coverage Required for IP Office Software on a Single Application or Application Bundle

All licenses for a single application on a single server must have the same level of coverage (i.e., Parts). If the Partner is found to have varying levels of coverage on the licenses for a single application or for a single server, licenses covered at a lower level of coverage will be brought up to the higher level of coverage and Avaya shall bill the Partner for the incremental charge, calculated to be co-terminus with existing coverage.

J. Remote Access

Avaya will use remote access if the Partner has configured the Avaya embedded SSL/VPN tunnel or Secure Access Link (SAL). The Partner should configure and test the remote access prior to the commencement of support. The Customer's firewall policy must allow outbound connection from the Customer's location back to the Avaya Service Center. The Avaya support obligations under this document are contingent on the provision of remote access. If remote access is not granted, Avaya may not be able to provide support and will not be liable for such failure.

K. Access to Functionality and Information

Customer's purchase of this Service from an Avaya Partner requires that Customer grant to Partner Delegated Administration Rights. The Delegated Administration Rights will allow the Partner to register products, provide support to products, and will provide the Partner with full administration rights to Support Web site tools such as Create Service Request, Check Case Status, Request Parts Replacement, Administer Customer Site Contacts, Download Software and Check Upgrade Entitlements, as well as a list of all Supported Products installed at that site, and service coverage for those products from any providers. By selling the Services, Partner represents and warrants that Partner has obtained consent from the Customer to receive the Delegated Administration Rights.

L. Extended Services Support

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

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

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

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



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

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

Extended Services Support is provided only to the Avaya Partner purchasing IP Office Basic Support Service for the affected Supported Products

Appendix A: Definitions

Avaya Backbone (Tier III): Avaya remote engineering resources who receive escalations from the Partner's Support Operations Center and troubleshoot complex issues for software and (where applicable) hardware Supported Products.

<u>Avaya Certified Specialist (ACS)</u>: The Avaya training, and subsequent certification, the Partner undertakes to maintain individual Supported Products. The Partner's associates who have ACS accreditation are authorized to escalate troubles to the Avaya Backbone (Tier III) if they can't resolve the trouble at the Partner's Support Operations Center.

Avaya Certified Solution Specialist (ACSS): The Avaya training, and subsequent certification, the Partner undertakes to maintain solutions for Supported Products. The Partner's associates who have ACSS accreditation are authorized to escalate troubles to the Avaya Backbone (Tier III) if they can't resolve the trouble at the Partner's Support Operations Center.

Business Severity Categories:

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

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

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

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



<u>Commercial Agreement</u>: Means, as the context requires, a Reseller Agreement, a Direct Partner Agreement, a Value Added Reseller Agreement, a Distributor Agreement, a Systems Integrator or Service Provider Agreement.

<u>End Customer</u>: Means the end user purchasing support services directly from the Partner (or the Partner purchasing service for its own internal use) for the Supported Products.

<u>Delegated Administration Rights:</u> Means access to End Customer's information (including that contained in "sold-to" / functional location records). Further details about Delegated Administration Rights are available on the Avaya Support Portal.

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

<u>Federated Model</u>: The Partner's Concentrator Server reports back to the Avaya Service Center.



Implement and Maintain Product Authorization (IMPA): The Avaya training, and subsequent certification, the Partner undertakes to implement and maintain products for which they are certified to install and maintain. The Partner's associates who are IMPA certified are authorized to escalate troubles to the Avaya Backbone (Tier III) if the troubles can't be resolved at the Partner's Support Operations Center. Some products also require the Partner's associates to be trained as Avaya Certified Specialists (ACS).

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

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

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

<u>Order Closure</u>: When an order is booked and closed within Avaya's billing system of record (SAP). <u>Partner</u>: Means, as the context requires, an authorized Avaya Reseller, Value Added Reseller, Direct Partner, Distributor, Service Provider or Systems Integrator partner.

<u>Partner Case Diagnostic Template</u>: The Avaya-defined template that is used by the Partner to document troubleshooting and diagnostic results obtained by the Partner's ACS/ACSS accredited resource. The completed template is submitted by the Partner to Avaya when a service request is submitted for Avaya Backbone (Tier III) support.

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

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

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

<u>Standard Operating Environment</u>: The covered applications, databases and operating systems have been tested and certified by Avaya.

<u>Support Operations Center</u>: Provides Tier I and Tier II support, including the original receipt of a trouble call, the assessment and triage of that call, as well as the first attempt at resolving the trouble. For the Partner Co-Delivery Support offer, the Partner performs this task.

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

<u>Tier I</u>: The Partner's call receipt function that receives incoming calls from End Customers and creates Partner trouble tickets.

<u>Tier II</u>: The Partner's technical resource who troubleshoots issues of simple and moderate complexity for software and (where applicable) hardware Supported Products.

<u>Update:</u> A Product Correction Notice (PCN), minor software or firmware update or service pack.

Upgrade: A Major Release of software.



Appendix B: Country Availability for Parts

To qualify for the Parts coverage, the end-user site must be located within an Avaya covered major metropolitan area, and the response interval will be defined by geographic availability.

Partner must check the Parts Availability Tool to reference available parts coverage options for the end-user site before purchasing Parts coverage. On-Site Parts options are only available for US Wholesale delivery.

Support Advantage Service Locator