



IP Office Support Services DIRECT

Service Agreement Supplement Service Description

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Introduction

This Service Description is only for Avaya End Customers.

This Service Description describes the Avaya IP Office Support Services (IPOSS) when sold directly to the End Customer for eligible Supported Products and supersedes all prior descriptions or contract supplements relating to such support. The services under the Service Description will be provided by Avaya to the End Customer. When a translated version of this document conflicts with the English version, the English version will take precedence. This document is an attachment to the End Customer's Commercial Agreement with Avaya 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 End Customer's Commercial Agreement with Avaya, the terms and conditions of the End Customer's Commercial Agreement will control.

1. IP Office Support Services Summary

A. Eligible Releases for New IPOSS Coverage

The IPOSS offer is available for systems that are on an eligible release of IP Office.

- N and N-1 releases: currently R11 and R10
- If IPOSS is renewed within the Avaya renewal policy time window, the system can be on a release older than N and N-1
- If IPOSS is not renewed within the Avaya renewal policy time window, the system must meet the IPOSS point of sale purchase eligibility requirements and be on an eligible product release. If the system is on a non-eligible release for IPOSS, a transactional upgrade must first be purchased.
- Alternatively, the IP Office Basic Support Service offer is available for IPO systems that are older than N and N-1 releases that are not end of support. .

B. Attach Policy

IPOSS Remote Technical Support (RTS) coverage is required for all IP Office systems, except for systems with only a single stand-alone 500v2 and no other servers, either physical or virtual.

- For multi-node configurations, IPOSS coverage is required on the full IP Office solution, including incremental per- license coverage for IPOCC, ACCS, AWFOS, or Avaya Call Reporting licenses. Coverage level (Delivery Model, Coverage Day and Coverage Term) must match across all nodes in the system (IP Office, IPOCC, ACCS, AWFOS, Avaya Call Reporting).
- IPOSS coverage is optional for IP Office components purchased using demo system product codes;
- When purchased, parts coverage is required on all Avaya servers/nodes;
- In addition to the purchased IPOSS coverage, the IP Office system must be registered to activate the IPOSS entitlement to receive Avaya support, parts replacement or entitled upgrade licenses.
- Note: IP Office systems with a Centralized Branch configuration require Avaya's Support Advantage service offer coverage (rather than IPOSS).

C. Coverage Options

IP Office Support Services includes reactive Remote Technical Support (RTS) and Software Upgrade Entitlement, with RTS coverage hours either:

- 8x5 (end customer 5-day business week) or
- 24x7 coverage option

Parts Replacement may be purchased as an option and is available as:

- Next Business Day,
- 4-Hour,
- On-Site Next Business Day, or
- On-Site 4-Hour

Parts Replacement coverage is bundled together with Remote Technical Support and Upgrades, into a single SKU.

See Appendix B to determine geographic availability of Parts Replacement options. (On-Site Parts option is only available for US 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.

D. IPOSS Pricing Structure

IPOSS Remote Technical Support (RTS) and software upgrade entitlement are included in every IPOSS coverage option.

- IPOSS RTS coverage for the IP Office 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 and is charged per-server

IPOSS coverage for the IPO Office and SBC product is priced per-server, based on generic server type:

Generic Server Type	Examples
"IP500v2"	• IP500v2
"DL120" - Small-tier Linux	• DL120/R210/R220 • 3P/Virtual, Application servers • Avaya Session Border Controller (SBC)
"DL360" - Large-tier Linux	• DL360/R620/R630

IPOSS coverage for IPOCC, ACCS, AWFOS, and Avaya Call Reporting require an incremental charge per-license in addition to the IP Office per server coverage. The IPOSS coverage for the per agent component licenses must match the IPOSS 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

2.Remote Technical Support and Upgrades Coverage

IPOSS Remote Technical Support and Upgrades Support coverage provides reactive remote support for eligible Supported Products that are properly registered with Avaya.

A. Remote Software and Hardware Support

The End Customer 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 may require that only Avaya-authorized End Customer contacts are eligible to request support, verify the identity of End Customer contacts requesting support and limit the number of authorized contacts. Avaya's remote support, including all electronic and telephone communications, is provided in the English language.

The 8x5 remote support coverage is only available during standard business hours as defined in Appendix A. This is the minimum coverage required to receive Avaya support.

The 24x7 remote support coverage is available at all times.

For all service requests opened during the contracted hours (8x5 or 24x7) on Supported Products under IPOSS Support, Avaya will use commercially reasonable efforts to commence support on the End Customer's request for 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 End Customer 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 Customer contacts are eligible to access the support website and may also limit the number of authorized contacts.

Avaya E-Notifications – 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.

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

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

Diagnostics - Scripting technologies used by Avaya Service and Engineering teams to End 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.

Knowledge Base –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.

My Reports – 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 End Customer has access to Product Correction Updates ("Update") issued by Avaya. An Update can be a Product Correction Notice (PCN), minor software, firmware update, or service pack. The End Customer may subscribe via <http://support.avaya.com> to any Avaya-recommended Updates.

- The End Customer must register for Avaya E-Notifications in order to receive Updates.
- The End Customer may contact Avaya at no additional charge with general questions about End Customer installable Updates.
- At the End Customer's request, Avaya will remotely perform the installation of an End Customer installable Update, subject to the End Customer'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 End Customer installable Update required to complete an open Avaya service request.
- Certain Avaya remote installable Updates may require the insertion of End Customer provided media in a local drive at the End Customer's location, and that activity will be the End Customer's responsibility.
- System backups are the End Customer'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.
- An upgrade license entitlement is included for Major Releases, but does not include installation labor.
- Upon request, Avaya will provide the End Customer a cost estimate prior to performing any such upgrade.
- Support does not include hardware upgrades or installation labor for software or hardware upgrades. If the Update requires a software or hardware upgrade, Avaya will provide the Customer with a separate cost estimate prior to performing any such upgrade.

D. Major Upgrades

IP Office Support Services provides an entitlement to software upgrade license subscription for Avaya-provided software, where available. This enables the End Customer to upgrade their Avaya provided software user/session licenses to the latest Major Release, if and when available. Upgrades cover the application software user/session licenses but do not cover any infrastructure or operating environment software that may be necessary. Installation or labor is not included.

During the term of the IPOSS Upgrade entitlement, the End Customer:

- May register at <http://support.avaya.com> to receive notices when new Major Releases of Avaya-provided software become commercially available.
- Must maintain active IPOSS Coverage for all nodes and licenses in the End Customer's Supported Product(s). The upgrade license entitlement will not be provided for systems that are found to have partial or inconsistent coverage.
- Must maintain the system registration to reflect the current installed base.
- Will have access to the features and functions of each new Major Release at no additional charge beyond the IP Office Support Services coverage fee.
- Will receive instructions on how to download each new Major Release, where applicable.
- All associated Upgrades must be scheduled and implemented by the End Customer during the coverage term of the IP Office Support Services subscription.

- Avaya will not require the End Customer to upgrade their software unless Avaya has advised the End Customer that corrections to certain problems may only be available through a more current release of software.

The Upgrades entitlement only applies when upgrading a covered IP Office software product from one Major Release to a subsequent Major Release. It does not include:

- Design support, installation, professional services or other service changes
- Any provisioning of the Software
- Any and all equipment costs
- Upgrading of components located in a End Customer “crash kit” or maintenance spared equipment.
- Hardware changes required to comply with minimum vintage requirements
- Project Management costs
- Upgrades to any and all adjunct software applications
- New feature functionality or capacity requirements associated with additional software licensing
- Migration of software application to a new or different hardware or software/operating system platform.

E. Support Limitations for IPOSS 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 End Customer 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 End Customer 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, a 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.
- Avaya will not be held responsible for any loss due to the use of its products in a nonstandard operating environment.
- IPOSS 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.

F. 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 End 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 End Customer 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
- End Customer network outages and/or service providers issues
- Avaya installation of customer 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

G. Additional Exclusions

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

- Onsite support is excluded. If the End Customer'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 End Customer'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.
- Any customized system features, configuration changes, or reports.
- Interfacing directly with the 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 or End Customer-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 End Customer's own network or the public network).
- Services that cannot be provided due to the End Customer's failure to fulfill the End Customer responsibilities detailed in this Service Description.
- Services that cannot be provided due to the End Customer's failure to fulfill the End Customer responsibilities detailed in the End Customer Responsibilities section of this Service Description.
- Services that cannot be provided due to the End Customer's failure to fulfill the responsibilities detailed in this Service Description.

3. Parts Coverage

Where geographically available, the End 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)

Please reference Appendix B for how to check available Parts options for the respective End 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 End 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 End Customer 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 End Customer contacts are eligible to request advance replacement of parts, verify the identity of End Customer contacts requesting parts and limit the number of authorized contacts.
- The End Customer will provide the Avaya Service Center with the following information when requesting a part:
 - Avaya-provided Sold To
 - End Customer contact information
 - Avaya description of the requested part
 - Description/severity of the problem
- Avaya may initiate additional troubleshooting and diagnostics via telephone, Support Contact method or on-demand 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 End 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 End Customer'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 End Customer site, and End Customer must follow Avaya's maintenance instructions to replace the field-replaceable component/device.
- The End Customer 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 End 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 End Customer 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 End Customer 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 Hours**, the replacement part is shipped to arrive the following business day.		
	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 or later if a different delivery date is requested.		

* 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 IPOSS 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 End Customer or the End 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), power strips, surge protection, 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 End 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 End Customer.
 - Batteries 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 End 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 End Customer.
- Onsite support. If the End Customer's requirements necessitate an on-site technician, Avaya will dispatch a field technician to the End Customer's site (where geographically available) subject to the End Customer'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 End Customer's failure to fulfill the End 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 End 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 End 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 End Customer has not purchased the Upgrade Advantage option, the End Customer must pay for an upgrade to the currently supported release.
- 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 End Customer 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 End Customer's authorized representative.
- If the End Customer has purchased 8x5 Support, Avaya will provide out of hours support for an Outage or Severe Business Impact request upon End Customer request and subject to the End Customer'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 End Customer request and subject to the End Customer'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 End Customer has purchased 4-Hour Onsite Parts Replacement Support, the scheduled arrival time will be based on site access and availability of the End Customer's authorized representative.
 - If the End Customer has purchased NDB Onsite Support, Avaya will provide out of hours support for an Outage or Severe Business Impact request upon End Customer request and subject to the End Customer'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 End Customer request and subject to the End Customer'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 End 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.
- Replacement of terminals. T/M charges would apply for onsite terminal replacement.
- 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 and installed 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 and installed by the Customer.
 - Batteries 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 and installed by the Customer.
- Faulty product installations or system upgrades
- Customized system features or reports created by the End Customer or third parties. If Avaya determines that a problem is due to the End 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 End Customer's own network or the public network).
- Services that cannot be provided due to the End Customer's failure to fulfill the responsibilities detailed in the Responsibilities section of this Service Description.

5.End Customer Roles & Responsibilities

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

Implementation

Responsibility	Direct		
	End Customer	Avaya	Available from Avaya as separate service
Ensure the power and grounding of Avaya products meet the product specifications	X		Avaya if APS Installation is purchased
Provide the proper environment for the Supported Products, including electrical and telecommunications connections as specified by Avaya.	X		Avaya if APS Installation is purchased
Follow all of the Avaya installation, operation, and maintenance instructions.	X		Avaya if APS installation is purchased
Ensure registration of Avaya Supported Products is completed as defined by Avaya's most recent registration process and accurately maintained after system changes.	X		Avaya if APS Installation is purchased
Provide Avaya with remote system access via an Avaya-approved connectivity method as provided in this Service Description.	X		



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.

Responsibility	Direct		
	End Customer	Avaya	Available from Avaya as separate service
Define internal procedures to maintain control of the original software media including creation of backup copies.	X		
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 End Customer deems necessary.	X		Avaya if Release Management or Time & Material is purchased
Notify Avaya of any moves of Supported Products covered by this Service Description.	X		
Access and use web-based services available at http://support.avaya.com prior to submitting a service request to Avaya	X		
Utilize Support Web site tools such as Create Service Request, Check Case Status, Request Parts Replacement, Administer End Customer Site Contacts, Download Software, and Check Upgrade Entitlements	X		
Contact Avaya for entitled support. Avaya remote connectivity is required.	X		
Provide the Avaya Service Center with the following information when reporting a trouble: Avaya-provided End Customer Sold To Number, End Customer contact information, Description and urgency of	X		

Responsibility	Direct		
	End Customer	Avaya	Available from Avaya as separate service
the problem			
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.		X	
Onsite troubleshooting as required.	X	X If Onsite IPOSS was purchased	Also available from Avaya as Time & Material charge
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.		X	
Upon receipt of an Avaya service request, identification and resolution of any inconsistencies or errors in Avaya product documentation.		X	
Request advance replacement of parts only for the eligible Supported Products.	X		
Unless onsite parts replacement coverage by Avaya was purchased:	X		

Responsibility	Direct		
	End Customer	Avaya	Available from Avaya as separate service
Replace defective part. Return faulty parts to Avaya according to the guidelines in the Parts Coverage section of this Service Description.			
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.	X		
Maintain the system at a current support release (N). Or one major release prior (N -1).	X		Avaya if Software Release Management service or Time & Material are purchased
Maintain Avaya products at the most current Service Pack ("SP") and Firmware ("FW") update level	X		Avaya if Software Release Management service or Time & Material are purchased

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

C. Renewal of Coverage

IPOSS 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, IPOSS 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.

D. 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 and upgrade entitlements are not available the day after the expiration date of the support contract.

When coverage has lapsed, the system must be on an eligible product release, as with an original IPOSS point of sale purchase. If the system is on a non-eligible release for IPOSS, a transactional upgrade must first be purchased.

E. Termination of Support

There is no refund provision for early termination of IPOSS.

F. 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:

- 1) Supported Products classified by Avaya as "not End 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:

1. IP Office 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 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 End Customer is responsible for corrections required to make Supported Products eligible. A list of Supported Products is located in the IP Office Support Services Offer Definition.

G. 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., 8x5, 24x7, Parts). If the End Customer 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 End Customer for the incremental charge, calculated to be co-terminus with existing coverage.

H. Remote Access

Avaya will use remote access over Log Me In (LMI) or Secure Access Link (SAL). The End Customer should configure and test the remote access prior to the commencement of support. The End Customer's firewall policy must allow outbound connection from the End 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.

I. 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>

End 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 End 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 End Customer may experience delays in response or repair intervals.
- Avaya will endeavor to reserve its spare parts inventory to support Extended Services Support End 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 End 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 End Customer purchasing IPOSS for the affected Supported Products

Appendix A: Definitions

Business Severity Categories:

Outage Service Request: 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.

Severe Business Impact Service Request: 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.

Business Impact Service Request: 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.

Commercial Agreement: Means, as the context requires, a direct Customer Agreement, a Reseller Agreement, a Value Added Reseller Agreement, a Distributor Agreement, a Service Provider or Systems Integrator Agreement.

End Customer: Means the end user purchasing support services directly from the Avaya for the Supported Products.

Delegated Administration Rights: 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]).

Maintenance Per Incident: 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.

Major Release: 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).

Minor Release: 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).

Order Closure: When an order is booked and closed within Avaya's billing system of record (SAP). Includes redemption of IPOSS Tokens.

Partner: Means, as the context requires, an authorized Avaya Reseller, Value Added Reseller, Direct Partner, Distributor, Service Provider or Systems Integrator partner.



Service Description: 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.

Standard Business Hours: 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).

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

Supported Products: 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.

Update: 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.

End Customer may 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 delivery.

[Support Advantage Service Locator](#)