

Service Description

Service Agreement Supplement for Express/Direct/Retail Support Services - Technical Support (GExx00, GExx03)*

Plus Upgrades (GUxx00, GUxx03)*

* Full listing in appendix

Issue 4.2
Date March 29, 2017



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1 Service Description

1.1 Service Description

This Service Description describes the Express, Direct, and Retail – Base Technical Support and Technical Support Plus Upgrades offers. The Avaya Technology/Software Support – Base Technical Support Services Pack provides access to Avaya Technical Support for remote technical assistance and emergency recovery for issues associated with the operation and maintenance of Avaya solutions.

Customers have telephone and web site access to Avaya Technical Support seven days a week, 24 hours a day including Avaya holidays to report problems, ask product-related questions and receive assistance, with no restriction on the number of customer personnel who are eligible to place telephone calls for Avaya hardware and operational software products

In addition to the above, the <u>Technical Support Plus Upgrades</u> offer provides Access to product-specific major software releases (upgrades). The offer codes for this service are in the GUxxxx format.

1.2 Availability

This service is available globally.

1.3 Deliverables

This service includes for the Products associated with the order only:

- Avaya Service Center
 — Web-based or telephone support that provides technical assistance with diagnosis of defects or failures in the Avaya hardware and operational software ("Products") in conformance with published documentation. See Appendix B, Definitions, for Avaya Severity Classifications.
- Emergency Recovery Services (ER), which address Outage and Business Impact issues, as defined in Avaya Severity Classifications.
- Access to the Avaya Technical Support web site 24 hours a day, seven days a week, exclusive of down time for maintenance or similar events. Authorization for access to certain restricted electronically distributed web site software Products is provided to the Customer as part of this service. Depending on the Product, information available to the Customer may include (i) status review of known operational and application software problems; (ii) download of operational and application software Products major releases and updates; (iii) access to technical documentation; (iv) ability to log a case.
- Software downloads The Customer will be entitled to receive operational software (but not applications software) for applicable products, including:
 - New major releases, which may include new feature content as well as feature enhancements and/or maintenance/patches, since the last major release.
 - Upgrades, patches and updates as they are made generally available for release by Avaya for the products covered under the terms of this service.
 - Operational software is defined as software that is required to operate a network device. The core
 operational software product resides on the network device it is operating. Associated files may
 reside on another network device. Examples: ERS8800 RTNG Switch SW Lic V7.1; Secure Router
 4134 V10.3.x
 - Application software is defined as software that is not required to run a network device, such as network management software. It is not an enhancement to the operational software and may reside on another network device. Examples: CS1000E (CPPM) SA System Software R7.5; Secure Network Access 500 Licenses



- In addition to the above, the EXPRESS/DIRECT/RETAIL <u>Technical Support Plus Upgrades</u> offer (GU**00/03) provides the following:
 - Application Software product(s) major release, depending on the product, may include new feature content as well as feature enhancements and/or maintenance/patches since the last major release. If the customer wishes to purchase features other than those presently in service, Avaya will provide a quotation to the customer and such change will be handled in accordance with the terms of the agreement. A major release may be driven by one or all of the following:
 - Significant content changes
 - Platform and/or architectural changes
 - New or significantly changed hardware
 - A significant business enhancement

1.4 Prerequisites

This service has no standard prerequisites.



2 Roles and Responsibilities

This section defines the detailed Avaya and customer responsibilities needed to successfully complete the project. The responsible party is accountable for delivering the specific activity defined in section 1.1.

2.1 Avaya Responsibilities

The Avaya technical support organization will use commercially reasonable efforts to provide the Customer with remote assistance related to Avaya system operation and maintenance issues affecting Products covered under the terms of this service. This service includes the following:

Remote Software and Hardware Support

The Customer has 24x7 around-the-clock access to an Avaya Service Center via the website (http://support.avaya.com) or telephone to request software and (where applicable) remote hardware support or to raise questions about product configuration or general usability. Avaya may require that only Avaya-authorized contacts are eligible to request support, verify the identity of Customer contacts requesting support and limit the number of authorized contacts.

	Outage*	Severe Business Impact*	Business Impact & Non-Service Impact*
Requests submitted via website	Within one (1) hour	Within two (2) hours	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 B
- * Outage Service Request requires customer to commit to 24x7 dedicated resource until restoration/workaround
- Severe Business Impact Service Request requires customer to commit to a 24x7 resource (if so entitled, or 8x5 if not) until restoration/workaround.

Upon receipt of a service request, Avaya will perform remote:

- Troubleshooting and diagnostics via telephone or on-demand remote connection to isolate softwareand 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.
- 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.
- Identification and resolution of any inconsistencies or errors in Avaya product documentation.

Web Services

The 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. Web services include:

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 Customers. These scripts are based on actual break/fix Service Request data to enhance resolution and trouble isolation steps. Each script 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 Customer's Sold To numbers.

Minor Software and Firmware Updates and Service Packs

The Customer 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 Customer via http://support.avaya.com of any Avaya-recommended Updates.

Updates will be issued as customer, remote or technician installable and with a classification of 1, 2, or 3 (defined in Appendix B) depending on the product, level of severity and complexity.

	Class 1	Class 2	Class 3
Customer-Installable Update	Customer/Partner Installs	Customer/Partner Installs	Customer/Partner Installs
Remote-Installable Update	Avaya installs	Avaya installs	Customer/Partner Installs
Technician-Installable Update	Customer/Partner or, when Onsite Support is purchased, Avaya installs during coverage hours	Customer/Partner or, when Onsite Support is purchased, Avaya installs during coverage hours	Customer/Partner or, when Onsite Support is purchased, Avaya installs during standard business hours

- The Customer must register for Avaya E-Notifications in order to receive Updates.
- If there is no available software fix, Avaya will use commercially reasonable efforts to remedy such non-conformance, which may include a workaround or other temporary or permanent fix to the software, provided that the reported problem can be verified and/or recreated by Avaya on the then-current software version. If the customer's software is a version that is not currently supported and the non-conformance is corrected in a supported version, the customer will be advised to upgrade to obtain assistance. Avaya will not incorporate software fixes or corrections into versions of software other than those currently supported in accordance with the applicable Life Cycle Management Practice. Avaya does not represent or warrant that all non-conformance of the software can be corrected. Avaya reserves the right to incorporate corrections to minor software non-conformance into future software versions

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 Manufacturer 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 email 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 https://support.avaya.com
- The extended services support period may vary based on product availability, demand and other business factors, at Avaya's discretion.

2.2 Customer Responsibilities

- Customer will be responsible for performing the Customer responsibilities under this document or in the
 case that the purchaser is an authorized Avaya distributor, such distributor shall inform the respective
 Customer of its responsibilities hereunder.
- Ensuring that all resold Avaya products are installed in accordance with Avaya specifications and documentation.
- Providing required case information, including, but not limited to the following:
 - Avaya-provided Sold To Number
 - Customer contact information
 - Completed Customer Case Diagnostic Template including description and urgency of the problem
- Providing the full count and configurations of all the Avaya Products deployed in the Customer's network ("covered hardware") that are to be supported.
- Facilitating Avaya remote-access diagnostics capability to facilitate remote diagnostics. This capability
 may take a number of forms (see options below). The Customer is also responsible for providing all
 necessary authorizations for remote access by Avaya to the customer's network. If diagnostic capability
 is at a level less than broadband access (e.g., dial-up access), the SLA objectives are not applicable
 and additional fees may apply. Sufficient remote connectivity must be operational prior to service
 activation.



- Secure Access Link (SAL) available for Aura Applications and heritage Avaya products as well.
 Note, SAL is required for Tier 4 (product support) on Avaya Aura Apps such as Session Manager and System Manager.
- Modems (via outbound modem pool only)
- IPSEC VPN (SACLite (no SSG) and IPSS)
- Ensuring that the Products are used and maintained in accordance with the applicable documentation.
- Ensuring that all covered hardware is operational and up to the currently supported revision level before this service plan goes into effect. Failure to do so will exclude that hardware from coverage.
- Maintaining Avaya products at the most current Service Pack ("SP") and Firmware ("FW") update level is mission critical to keeping your Avaya solution operating properly. Active system SP and FW release levels should not be more than 6 months old for any given major Generally Available (GA) release.
 - 1. It is recommended that the Customer review their products to ensure the latest published generally available, customer installable SP/FW updates have been applied before contacting Avaya service support for service issues.
 - 2. Avaya reserves the right to request that Customers update their products with the latest generally available SP/FW corrective content before Avaya remote technical support is provided.
- Maintaining a support agreement with the third-party supplier for any third-party products. This service
 covers only Avaya Products purchased from Avaya or an Avaya authorized agent. Unless made
 specifically part of this Service Description, Avaya is not responsible for supporting third-party
 manufactured products.
- Being available, as required by Avaya, to aid in problem diagnosis for all cases reported to the Avaya technical support organization. The Partner will designate competent personnel to work with Avaya engineers on restoring the service level. Customer personnel may be required to assist with service-level restoration in accordance with instruction that Avaya provides. In cases prioritized as Outage or Business Impact, Customer personnel must be available 24 hours a day to work with the Avaya Emergency Recovery team on restoring the service level to pre-incident operation.
- Schedule availability of authorized staff that will have the authority to make decisions on Customer's behalf concerning the maintenance and service support of systems. The authorized staff is responsible to:
 - Approve any associated maintenance per incident charges;
 - Provide and approve all purchase orders for maintenance per incident invoices;
 - Permit Avaya to conduct an equipment certification, serviceability and inventory check if required by Avaya prior to service assumption.
- If the services requested are initially determined to be in scope for this service, but subsequently determined to not be covered for any reason, the case will either be closed or, upon mutual agreement, will continue as a billable service.
- Maintain a procedure external to the software programs for reconstruction of lost or altered files, data, or programs.
- In addition to the above, the following apply to the EXPRESS/DIRECT/RETAIL <u>Technical Support Plus</u> Upgrades offer (GU**00/03):
 - Acknowledging that the customer's right to use the software releases is subject to the software licensing terms of the applicable purchasing/licensing agreement under which the customer purchased/licensed its products from Avaya, and any associated terms and conditions contained therein. If a particular software feature requires a separate Right-to-Use fee, as specified in the price schedule or elsewhere for that product, then the customer is not entitled to use the feature until the Right-to-Use fee is paid. However, if no separate Right-to-Use fee is



specified for a feature made available in a software release, then the customer is entitled to use that feature for no additional fee.

- Avaya will make available one copy of each software release for each software type covered
 under this service. Avaya will make available such copies to a single designated Customer
 software distribution contact. The Customer's software distribution contact may then distribute
 the Avaya-provided copies to each major Customer operations and maintenance center. The
 Customer is not authorized to copy the software or documentation or to use any unauthorized
 copies in any way.
- Maintaining an unmodified copy of all software Products major releases and upgrades provided, including the latest software Products major releases, and any additional documentation or archival files necessary to reinstall, reconfigure or reconstruct any lost, altered or damaged software Product.
- Software Products major releases and upgrades are provided for use on or with the specifically designated Avaya-supplied Products on which they operate, in accordance with Avaya's published specifications and the associated documentation in support of the licensed use.
- This Service Description is provided on a per-end-user basis. At any site where the Customer is purchasing this service for a particular Product, the Partner must cover all "like" products at such site under this Service Description.



3 Assumptions and Acceptance

3.1 Assumptions

The following assumptions govern the delivery of this service:

- At any site where the Customer is purchasing the services described in this Service Description for a particular Product, the Customer needs to cover the Products of the same type under the same maintenance coverage. Generally, all "like" products at the site must be under the same service offering. (For example, all VPN Router 1000 series are "like" products. Therefore, a VPN Router 1010 or 1050 is a "like" product to a VPN Router 1100, but not a "like" product to a VPN Router 2700.) The Customer may not split the coverage of a group of "like" products at any one site between this service offering and a different service offering. For specific details, please see Avaya's Global Fragmented Maintenance Policy.
- For the purpose of providing support services, Avaya will have the right at any time to audit a contracted site through software, remote polling or other reasonable means to verify the site's in-service inventory against the contracted equipment, to confirm the Customer's network size and/or to verify the software status.
- Avaya may subcontract all or any portion of the service to subcontractors selected by Avaya provided that Avaya remains fully responsible to the Customer for the performance of the service set out in this Service Description.
- Avaya will not be obligated to incorporate software corrections into software releases prior to the thencurrent supported software releases. Avaya reserves the right to incorporate software corrections into future software releases.
- The Customer and Avaya technical personnel will agree on the appropriate security measures to prevent unauthorized access, but the Customer is solely responsible for the security of its network. Avaya will not connect to the customer's network without prior authorization, and the purpose of such connection will be solely to provide the services described herein. If access procedures for such data links, including procedures related to security, require non-standard activity on Avaya's part or impose additional costs on Avaya, then Avaya may invoice the Customer reasonable additional charges for Technical Support. If the Customer fails or causes delay in providing connectivity, Avaya will be excused from commencing its fault resolution performance until the Customer corrects the deficiency for a period at least equal to such failure or delay caused by the Customer.
- This service offering and any subsequent service renewal is subject to the terms and conditions of the applicable Avaya Life Cycle Policy, http://support.avaya.com/css/P8/documents/100081098
- This offer is subject to Avaya Service Policies, which include without limitation the following:
 - Equipment Certification Policy; The Certification Policy establishes the process for inspecting and testing Avaya products and Avaya-supported products, including new, used, refurbished/remanufactured, multi-vendor and third party equipment before the customer may add this equipment to current service coverage or order new coverage under any service offer. For complete policy details reference the Avaya Equipment Certification policy
 - 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.
- Global Maintenance Termination Policy; The Customer may terminate Services at any time during the current term upon at least 30 days written notice and shall be subject to payment of: (i) support charges up to and including the date of termination, and (ii) cancellation fees. Cancellation fees shall be equal to the support charges that would otherwise be payable for the affected coverage for the remainder of the year of the Term in effect as of the effective date of the termination.
- In extreme circumstances where telephone support, remote diagnosis and all other means of restoring
 product operation fail, Avaya may dispatch a trained and qualified technical expert to the customer's
 premises to facilitate diagnosis. On-site support charges or other Avaya time-and-material fees will
 apply.
- Assisting with fault diagnosis required to identify the FRU to be replaced and to occur prior to assignment of the RMA number.

3.2 Acceptance Criteria

No acceptance criteria apply to this service.



4 Exclusions

The following activities are completely out of the scope of this service and are not performed by Avaya as part of this service:

- Avaya support obligations are expressly conditional upon the Products (i) when placed under support of
 this service, being in good operating condition at revision levels specified by Avaya; (ii) being used and
 maintained in accordance with the applicable product documentation including electrical and
 environmental parameters; (iii) not being subject to unusual mechanical stress or unusual electrical or
 environmental conditions; (iv) not being subject to misuse, accident or disaster, including, without
 limitation, fire, flood, water, wind, lightning or other acts of nature; and (v) not being altered or modified
 unless performed or authorized in writing by Avaya.
- Avaya is not responsible for supporting third-party hardware platforms on which application software
 resides. For the purposes of this SAS, application software is defined as software that is not required to
 run a network device. It is not an enhancement to the operational software and may reside on another
 network device. The customer is responsible for maintaining a support agreement with the third-party
 hardware supplier for such equipment.
- Avaya will have no liability or obligations for failure of the Products to conform to published specifications resulting from the combination of the Products with any third-party hardware or software not authorized in Avaya published documentation or when caused by the Customer's inability to use the Products if the Products are operating substantially in accordance with published specifications.
- Unless elsewhere agreed between the Customer and Avaya, this service does not include root-cause analysis, the provision of fault reports or lead-time/performance metrics.
- If the Customer requests a service that is neither part of the scope of these technical support services nor within the control or responsibility of Avaya, then Avaya will charge additional fees to perform such services, if Avaya agrees to perform them.
- If the Customer fails to comply with the requirements, as described in the Customer Responsibilities section, Avaya will attempt to advise the Customer. Avaya and the Customer may then agree on service to be provided at Avaya's then-current time-and-material rate plus any travel and living expenses incurred.
- The customer acknowledges that any applicable fees associated with any hardware/software
 upgrades/improvements or changes required to implement any advice or resolutions provided by Avaya
 or to install or use a software fix, update, release or any part thereof are in addition to the fees for
 technical support or any applicable contracted price.
- This service does not include the repair or replacement of defective hardware. If Avaya determines that defective Avaya hardware causes a reported problem, then Avaya will advise Customer thereof. If the Customer desires to remedy such defect, Avaya and the Customer will agree upon service at Avaya then-published per-incident rates, and subsequently Avaya will recommend an appropriate annual hardware contract to the Customer for consideration.
- This Service Description does not include support to install customer installable patches. Use case examples:
 - Customer requests Avaya to apply all outstanding updates to bring their product current. GSS
 quotes and assesses a Per Incident fee to perform the requested service.
 - Customer calls with a service issue. GSS determines an available update corrects the service issue. GSS requests the client apply the update.
 - a. Customer applies update. No Per Incident fee is assessed.
 - b. Customer requests Avaya apply the customer-installable update. Per Incident fees quoted and assessed.
 - 3. Customer calls with a service issue.
 - a. GSS follows standard resolution process.



- b. GSS determines there are no updates to correct the service issue.
- c. Issue logged and work-around provided
- d. No Per Incident fee is assessed.
- Any new, additional, value-add or custom feature functionality, capabilities or capacity beyond the scope
 of the original license grant, including upgrades to optional features or functionality that the license
 holder did not previously license and/or which Avaya licenses as separate products.
- 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 who have
 active 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 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 provider 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
- In addition to the above, the following apply to the EXPRESS/DIRECT/RETAIL <u>Technical Support Plus Upgrades</u> offer (GU**00/03):
 - Any new, additional, value-add or custom feature functionality, capabilities or capacity beyond
 the scope of the original license grant, including upgrades to optional features or functionality
 that the license holder did not previously license and/or which Avaya licenses as separate
 products.



5 Appendices

5.1 Order Codes

Direct Base Technical Support: GE5300xxx, GE5303xxx

Direct Technical Support Plus Upgrades: GU5300xxx, GU5303xxx

Express Base Technical Support: GE6300xxx, GE6303xxx

Express Technical Support Plus Upgrades: GU6300xxx, GU6303xxx

Retail Base Technical Support: GE6100xxx, GE6103xxx

Retail Technical Support Plus Upgrades: GU6100xxx, GU6103xxx

Note: For complete details of all applicable Avaya policies referenced in this service description, please visit: https://support.avaya.com/helpcenter/getGenericDetails?detailId=C2012112916262543043 An Avaya SSO (Single Sign On) Login may be required to view these polices and other important service information available at: https://support.avaya.com/

5.2 Regional Information

No Regional Specific Attributes Apply



5.3 Definitions

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 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 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-customers. If related to a problem, the problem has a tolerable workaround. Includes consultation, records corrections and administrative issues.

<u>Class 1 Product Correction Notice:</u> A major system failure due to product non-conformance with high probability of potential loss of system use or functionality and/or loss of customer information.

<u>Class 2 Product Correction Notice:</u> A moderate system failure with moderate probability of loss of system use or functionality and/or loss of customer information.

<u>Class 3 Product Correction Notice:</u> A minor system failure with low probability of potential loss of system use of functionality and/or loss of customer information.

<u>Commercial Agreement:</u> 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.

<u>Customer:</u> Means, as the context requires, any of the following: an end user customer, Direct Partner, Reseller, Value Added Reseller, Distributor, Systems Integrator or Service Provider purchasing support services directly from Avaya for the Supported Products.

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]).

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

<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.

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).

<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).



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

<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.

<u>Software Update:</u> 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 that have been tested and certified by Avaya.

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

Upgrade: A Major Release of software.



<END OF DOCUMENT>

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