Service Description

Service Agreement Supplement for Avaya Express/Direct/Retail Support Services – Technical Support with Parts or Parts plus Onsite
Next Business Day Parts (GFxx00)
Same Business Day Parts (GGxx00)
4 Hour Parts (GGxx00)
Next Business Day Parts & On-site (GJxx00)
Same Business Day Parts & On-site (GKxx00)
4 Hour Parts & On-site (GNxx00)

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1   Service Description

1.1   Service Description

This Service Description describes the Avaya Express/Direct/Retail Support Services –Technical Support plus Parts and Technical Support plus Parts & On-site support offers and supersedes all prior descriptions or contract supplements relating to such support.

Customers have telephone and web access to the Avaya Service Center 24 hours a day, 365 days a year to report problems, ask product-related questions and receive assistance for Avaya hardware and operational software products.

With Avaya managing spares inventory logistics, this service provides for the delivery of a spare part to the contracted equipment locations for the covered Avaya products. The offer codes for this service are GF6300, GG6300, & GH6300,

In addition to the above, Avaya Express/Direct/Retail Support Services Technical Support with Parts & On-site service offers provide for installation of the spare parts. The offer codes for this service are

- Express: GF6300, GG6300, GH6300, GJ6300, GK6300, & GN6300
- Direct: GF5300, GG5300, GH5300, GJ5300, GK5300, & GN5300
- Retail: GF6100, GG6100, GH6100, GJ6100, GK6100, & GN6100.

See Appendix A for the offer specific deliverables and timelines.

1.2   Availability

Availability of Retail offers is currently limited to the USA.

On-site and Parts services availability vary from country to country. For detailed availability please see the Services Price Book or contact your local Avaya Service representative.

Note: *Mileage restrictions apply. See the Appendix A for specifics by theater.*

1.3   Deliverables

This service includes for the applicable 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 or 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.

  > * For Communication Server 1000, CallPilot, and other UC products an active Technical Support Basic (GExxxx), Technical Support plus Upgrades (GUxxxx), or Premium Tech Support (GYxxxx) contract is required (see section 1.4 Prerequisites)

- 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 V7.2; 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: Communication Server 1000; CallPilot, Configuration and Orchestration Manager R3.1

Note: *Application software downloads are <u>not</u> included within this SAS. Software Release Subscription (SRS) services – major and minor releases for <u>application</u> <u>software</u> – Must be ordered separately. Technical Support Plus Upgrades (GU5300/GU6300/GU6100)*

- Spares inventory – Avaya owns, stocks, warehouses and dispatches replacement Field Replaceable Units (FRUs) from inventory held in central and distributed depots to support the maintenance of deployed Avaya products. Avaya repairs the faulty FRUs returned by the customer in exchange for the replacement FRUs, and places the repaired FRUs in the spares inventory. Avaya uses this inventory to respond to service requests, providing replacement FRUs on a like-for-like equivalent basis (feature, function and fit compatible).

- Advance shipment of Avaya hardware FRUs to the customer's contracted equipment location. After a request for a replacement FRU is validated by the Avaya Service Center and a Return Material Authorization (RMA) number is assigned, Avaya will pick, pack and dispatch the replacement to the customer's contracted equipment location. See Appendix A for delivery timelines and regional mileage restrictions.

- In addition to the above, the following applies to the On-site support offers (GJxx00, GKxx00, & GNxx00):
  - On-site removal of the faulty FRU and installation of the replacement FRU **–** After a request for a replacement FRU is validated by the Avaya Service Center, Avaya assigns a field technician, who will be scheduled for arrival in coordination with the FRU arrival. The Avaya field technician will uninstall the defective part, install the replacement FRU and return the defective FRU to Avaya.

1.4   Prerequisites

The following needs to be available before/during the delivery of this service:

CS1k, CallPilot, & other UC products

Technical Support plus Parts and Technical Support plus Parts & On-site support offers are not available as standalone offers for Communication Server 1000, CallPilot, and other UC products. In order to be eligible to purchase these offers, an active Technical Support Basic (GExxxx), Technical Support plus Upgrades (GUxxxx), or Premium Tech Support (GYxxxx) contract is also required. For these systems, customer termination of Technical Support Basic (GExx00) or Technical Support plus Upgrades (GUxx00) contract shall result in termination of any associated Parts or Part plus Onsite Support contracts and is subject to a cancellation fee. The Enterprise Configurator for Services will identify products for which separate Tech Support offers are required.

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.

- * For Communication Server 1000, CallPilot, and other UC products an active Technical Support Basic (GExxxx), Technical Support plus Upgrades (GUxxxx), or Premium Tech Support (GYxxxx) contract is required (see section 1.4 Prerequisites)

	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 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.
- 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 coverage hours

* For Communication Server 1000, CallPilot, and other UC products an active Technical Support Basic (GExxxx), Technical Support plus Upgrades (GUxxxx), or Premium Tech Support (GYxxxx) contract is required (see section 1.4 Prerequisites)

- 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 e-mail notifications of the same, when published by Avaya. For Products subject to End of Support, Avaya will continue to provide the support described in this Service Description, except for the End of Support exceptions listed herein
  Avaya will make commercially reasonable efforts to provide the same level of support described in this document, with the following exceptions:

  - Product Engineering support and new maintenance updates, such as Product Correction Notices (PCNs), "bug fixes" and interoperability/usability solutions, are no longer provided.

  - Certain faults or functionality issues may not be resolvable or reproducible without upgrading the system to a version currently supported by the manufacturer. The Customer will be responsible for the costs associated with any upgrades.

  - Access to and availability of support expertise on some Products may decline over time

  - The Customer may experience delays in response or repair intervals.

  - Avaya will endeavor to reserve its spare parts inventory to support Extended Services Support customers. However, since replacement parts may no longer be manufactured, some Products may become increasingly scarce over time. This scarcity may affect response and repair times, and certain Products may require replacement with more current substitute Products, whether new or refurbished.

  - It may be necessary to purchase an upgrade to resolve a trouble if replacement parts or substitute Products are not available, or if the substitute Product is incompatible with a customer's current Product. The risk of this situation will depend on the Product's type and age. Avaya will endeavor to highlight upcoming shortages via ongoing "Services Support Notices" posted at https://support.avaya.com.

  - The extended services support period may vary based on product availability, demand and other business factors, at Avaya's discretion.

- Avaya will make commercially reasonable efforts to ship, at its expense, replacement hardware FRU to arrive at the customer's designated location within the specified time frame and based on the parameters indicated in the Appendix A.

- Dispatching an equivalent FRU (feature, function and fit compatible) to arrive at the customer's contracted equipment location, subject to conditions outlined in Appendix A, following assignment of the RMA numbers

- Coordinating the arrival of the FRU at the customer's contracted equipment location

- Avaya will monitor its delivery performance and when necessary initiate an internal escalation procedure.

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 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

- Providing the serial numbers to Avaya for the equipment that will be covered by this service. 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. It is the responsibility of the Customer (including the channel partner) to keep products which employ SPs and FW as means of delivering corrective content up to date, unless it is defined as an Avaya responsibility based upon the level of support coverage the Customer has purchased. Active system SP and FW release levels should not be more than 6 months old for any given major Generally Available (GA) release.
  1. 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 Customer 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.

- Advising Avaya, in writing, of any change of location for products to ensure proper dispatch and delivery. The customer will inform the contract administration prime of any change to the customer's contracted equipment location. This information will include new Avaya products and product configurations added to the customer's network; any adds, changes or deletes to existing configuration; and/or the establishment of new customer sites and/or product configurations at those customer sites.

- If the dispatch is for a parts-only request, returning the defective FRU to an authorized Avaya repair facility. A prepaid waybill will be dispatched, with the designated return address, with each dispatch for each FRU with instructions for how to return the defective units. In conjunction with this SAS, if Avaya does not receive the failed FRU within 30 calendar days of shipping a replacement part to the customer, then Avaya reserves the right to invoice the Customer the then-current published list price of the replaced FRU. Failure to return defective parts may result in the suspension of future advanced parts replacement service delivery from Avaya. If defective part is returned to Avaya after the 30 calendar day period, no credits or refunds will be issued against the invoice created. For complete policy details reference the Avaya Global Asset Recovery Policy. For each equipment location to be covered by this service, identifying location/address, any security access and maps/driving instructions if the site is located in a non-urban area. (For locations requiring special access, such as government facilities or financial institutions, the customer needs to provide written documentation needed to obtain access.)

- 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.

- In addition to the above, the following applies to the Parts support offers (GFxx00, GGxx00, & GHxx00):
    - – Ensuring that a customer representative is on site to receive the replacement FRU.

- In addition to the above, the following applies to the On-site support offers (GJxx00, GKxx00, & GNxx00)
    - – Ensuring that access is arranged to both the site and equipment for receiving the replacement FRU and to enable the field technician to carry out the hardware replacement, and if necessary making personnel available to accompany the field technician on-site. Failure to do so will discharge Avaya of its responsibilities. On completion of FRU replacement, the field technician will leave the site unless otherwise instructed by Avaya.

- 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 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.

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 Ethernet Routing Switch (ERS) 4800 series are "like" products. Therefore, a ERS 4850 or ERS 4826 is a "like" product to a ERS 4800, but not a "like" product to a ERS 4500.) 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 then-current 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.

- <u>Global Maintenance Termination Policy</u> ; 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.

- Service delivery is subject to the hours of coverage and response times as identified in the Appendix.

- For the purpose of this service, "defective" means failure of an FRU to perform in accordance with the applicable Avaya published product specifications.

- Unless required for operational reasons and elsewhere agreed between the customer and Avaya, the replacement FRU will be at the then-current minimum hardware, firmware and software release levels as published by Avaya.

- The method of shipment and choice of courier for the replacement FRU will be at the discretion of Avaya.

- Unless otherwise specified, there will be no limitation on the number of FRU replacements the customer may make within the contract period.

- In addition to the above, the following applies to the On-site support offers (GJxx00, GKxx00, & GNxx00):

  - On-site replacement means removal of an identified Avaya-supplied defective FRU by a field technician using a like-for-like equivalent FRU (feature, function and fit compatible) at the designated customer equipment location within the response time set out in the Appendix. The failed FRU, which is uninstalled by Avaya, becomes the property of Avaya on an exchange basis. The replaced FRU becomes the property of the customer on an exchange basis. This service will be furnished by Avaya or a party authorized by Avaya to furnish such service. See Appendix for terms and conditions specific to the theater of service delivery.

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.

- 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 Description does not include support to install customer installable patches. Use case examples:
    1. 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.
    2. Customer calls with a service issue. GSS determines an available customer installable update corrects the service issue. GSS requests the client/customer apply the update.
        a. Customer applies update. No Per Incident fee is assessed.
        b. Customer requests Avaya apply the 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 and Partner 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 or partner installable patches

    – Support that ends up being related to a product not under warranty or maintenance coverage

    – Parts or onsite support for Remote Only or Remote + Parts contracts

    – Products that are improperly certified by a party other than Avaya

5   Appendix A

5.1   Order Codes

Express: GF6300, GG6300, GH6300, GJ6300, GK6300, & GN6300

Direct: GF5300, GG5300, GH5300, GJ5300, GK5300, & GN5300

Retail: GF6100, GG6100, GH6100, GJ6100, GK6100, & GN6100

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

On-site and Parts services availability vary from country to country. For detailed availability please see the Services Price Book or contact your local Avaya Service representative.

5.2.1   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 http://support.avaya.com/support_advantage).
    - Within 100 driving miles for U.S.
    - Within 150 driving kilometers for all countries within EMEA
    - Within 75 driving kilometers for all other countries
        - Advance replacement for 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.

5.2.2   Non-critical Components

- 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.

GF5300/6100/6300, Next Business Day Parts Replacement

GJ5300/6100/6300, Next Business Day On-site Parts Replacement

In conjunction with this SAS, part replacement requests, including on-site support for GJxx00 offers, that are diagnosed during standard business hours customer local time will be scheduled for the next business day. Requests that are diagnosed after standard business hours customer local time, will be scheduled for the second business day following the request.

Note: for CALA region counties other than Brazil, Mexico, Columbia & Puerto Rico, Next Business Day Parts Replacement is delivered thought international shipment that requires customs clearance procedures that may (i) delay scheduled delivery; and (ii) may require additional customs expense that must be assumed by customer.

GG5300/6100/6300, Same Business Day Parts Replacement

GK5300/6100/6300, Same Business Day On-site Parts Replacement

In conjunction with this SAS, Avaya will make commercially reasonable efforts to schedule, at its expense, the replacement hardware FRU, and technician for GKxx00 offers, to arrive at the customer's designated location within the specified time frame where applicable within four hours following completion of diagnosis and assignment of the RMA number. Part replacement requests that are diagnosed after 13:00 customer local time, Avaya will make commercially reasonable efforts to see that the FRU, and technician for GK6300, arrives at the customer's site the same business day by 17:00 local time. Otherwise it will be scheduled for the next business day following the request.

* Critical Components are shipped to arrive within four (4) hours when submitted as a Severity 1 or Severity 2 Service Request.

GH5300/6100/6300, 4-Hour Parts Replacement

GN5300/6100/6300, 4-Hour Parts On-site Replacement

In conjunction with this SAS, Avaya will make commercially reasonable efforts to ship, at its expense, a replacement hardware FRU, and technician for GNxx00 offers, to arrive at the customer's designated location within four hours following completion of diagnosis and assignment of the RMA number.

* Critical Components are shipped to arrive within four (4) hours when submitted as a Severity 1 or Severity 2 Service Request.

These services are available on a limited basis within the CALA and APAC region (i.e., this service is not available in every city in the region).

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

Class 1 Product Correction Notice: 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.

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

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

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.

Customer: 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.

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).

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 that 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.

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About Avaya

Avaya is a global leader in enterprise communications systems. The company provides unified communications, contact centers, and related services directly and through its channel partners to leading businesses and organizations around the world. Enterprises of all sizes depend on Avaya for state-of-the-art communications that improve efficiency, collaboration, customer service and competitiveness. For more information please visit www.avaya.com.