



**The Power of We™**

# **SERVICE DESCRIPTION**

## **Service Agreement Supplement**

### **Remote Only**

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## I. Introduction

This Service Description describes the Avaya Remote Only services for eligible Software and Hardware and supersedes all prior descriptions or contract supplements relating to such support. This document is an attachment to the 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 Customer's Commercial Agreement with Avaya, the terms and conditions of the Customer's Commercial Agreement will control. In the event that the Customer is an Avaya authorized reseller, distributor, systems integrator or service provider purchasing support coverage for the Customer's end user customers (or resellers, as applicable), Avaya will provide the support specified herein to the Customer. The Customer will be responsible for performing the end user customer responsibilities under this document and securing (either directly or through resellers, as applicable) all necessary approvals, consents and performance from the end user customer.

## II. Maintenance Service Coverage: Remote-Only Coverage, 8x5 and 24x7

Coverage includes remote telephone support, remote diagnostics, troubleshooting, problem resolution, software maintenance updates/fixes. Any on-site visit, if requested, is billable based on the outlined response intervals.

### A. Product Eligibility for Coverage under this Supplement

This description applies to Avaya and selected non-Avaya products and components that Avaya has designated in the applicable order or associated quote sheet to be eligible for coverage and currently supported ("Supported Products").

### B. Coverage Hours and Elections

Standard Business Hours are 8:00a.m. To 5:00 p.m. in the time zone of the covered products, Monday through Friday, excluding Avaya observed holidays.

Customer may elect either 8x5 or 24x7 coverage:

- **Remote-Only Support 8x5:** Provides coverage during Standard Business Hours. Requests for support outside the Standard Business Hours may be accommodated at Avaya's option and will be subject to Avaya's then current Per Incident Maintenance rates.
- **Remote-Only Support 24x7:** This coverage option extends the benefit of Remote-Only Support to twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year for Service Requests of type "Outage" and "Severe Business Impact". There is an additional cost for this coverage option, where geographically available.

### C. Coverage Elements

#### 1. Remote Maintenance Support

Subject to Coverage hours, as part of Remote-Only Support Avaya will:

- Receive Customer's request for assistance through the Avaya Services Center
  - Avaya may require only Avaya authorized Customer contacts be able to initiate requests or check on their status and Avaya may limit the number of authorized contacts.
  - The primary method for requesting remote support services is via Avaya's <http://support.avaya.com> website (or other website designated by Avaya). Telephone support is also available.
- Troubleshoot and resolve product related problems via telephone or remote dial-in connection. Avaya will analyze the system malfunction, if applicable, or remotely access the system to verify existence of the problem and conditions under which it exists or recurs.
- Answer Customer questions regarding product problems.

- Provide recommendations for software updates and service packs to clear faults. In most circumstances and at Avaya's sole discretion, upgrades to the latest Minor Release or Update version of a product will be required before application of an applicable Patch or Service Pack in order to address a problem.
- Commence remedial maintenance service activities, including software maintenance (bug) fixes, product documentation and Update releases.
- Respond to, diagnose, and clear system-generated major alarms received via Avaya EXPERT Systems<sup>SM</sup> Diagnostic Tools (on Avaya products that support that functionality. Please refer to the Maintenance Simplification Offer Definition for specific product listings that are covered by Expert Systems)
  - Any problem that cannot be automatically cleared by Avaya EXPERT Systems<sup>SM</sup> Diagnostic Tools will be responded to according to response intervals.
- Isolate or determine the source of problems or anomalies that are the result of installation or configuration errors, as long as the configuration errors are specific to an Avaya Software Product. Support is limited to unaltered versions of the software that are supported by Avaya, and to problems that are reproducible in that version of the software.
- Identify inconsistencies or errors in Avaya Software Product documentation.
- Identify appropriate resources to assist with activities or Customer requests falling outside of Avaya Software Support. Note that these additional resources may be billable and/or may be resources outside of Avaya.
- Both 8x5 and 24x7 Coverage options include 24x7 access to remote maintenance assistance, documentation, and other information via web-enabled case-based reasoning tools on <http://support.avaya.com> (or other website designated by Avaya)
- Provide Helpline support, which includes:
  - Answering general usability or software application-specific questions: General usability issues are defined as, but not limited to, non-programming issues, and includes general information around the functionality of a product. Usability information can be provided without knowing the specific programming and configuration details of the Customer's system. This general support does not include consultation on appropriate methods and procedures for the Customer's environment nor does it include custom programming. On-going system administration is the Customer's responsibility.
  - Providing advice, which includes directing the Customer to sections of the documentation that may answer a question, clarifying the documentation or recommending possible training courses.
  - Working with trained individuals from the Customer to enhance understanding of the use and features of Avaya Software products.
  - Helpline support is limited to Business Hours in the time zone of the covered products. Helpline requests provided outside of coverage hours (after 5:00 PM) are subject to availability, and will be quoted and billed at Avaya's then current Per Incident Maintenance rates. Helpline support is limited to the Customer's Authorized Systems Managers only.
- Support does not cover customized system features or reports created by the Customer or Third Parties. Any bug fixing or system re-configuration that Avaya must perform to clear a trouble resulting from Customer's configuration changes are not included in Service Agreement coverage.
- If Avaya determines that a problem is due to the Customer's or a third party's application, then resolution and diagnostic fees may be charged at Avaya's then current Per Incident Maintenance rates.
- This coverage option does not include any on-site support. If Avaya determines on-site intervention is needed, Avaya's remote engineer will refer the trouble resolution to Customer's designated and trained on-site Maintenance representative. Any additional troubleshooting time required of Avaya is subject to Avaya's then current Per Incident Maintenance rates.
- This coverage option does not include on-site support and/or on-site parts replacement, and it is the Customer's responsibility to secure any critical on-site spare parts, and on-site technical expertise.
- SMBS Enhancement support for IP Office, Partner ACS 3.0 and above, Merlin Magix is only available with a services maintenance agreement. On-site support is not included for Remote Administration and Subsequent On-Line Training options. Support options include:

- **Remote Administration Coverage:** Provides an unlimited number of standard software translations performed by Avaya's Remote Technical Support (RTS) group. Translations will be completed during coverage period hours applicable to Minor Failures. Qualifying translations are listed in the applicable product documentation under the general categories of "System Administration" or "Client Responsibilities". Includes programming for features such as: call accounting, toll restriction, etc. Translations performed by remote access to Client's product.
- **Subsequent Online Training:** Provides additional On-line coaching and training assistance to the customer through RTS. This training is for all components of Avaya SMBS systems and/or adjuncts covered by Avaya's warranty or Service agreement. System training documentation is available via fax or other electric on-line media.

## 2. Product Correction Updates

In order to assess the quality and reliability of its systems, Avaya tracks repair information on our Customer's systems. Recurring problems are analyzed and where generally applicable corrective measures are identified, Avaya may issue a Product Correction Update. A Product Correction Update can be a Product Correction Notice (PCN), Service Packs, Software and firmware updates.

### *Remote-Only Support Service:*

- Avaya will issue Product Correction Notices (PCN), Service Packs, Software and firmware Updates.
- PCNs will be issued as technician, remote or Customer installable and with a classification of either 1, 2 or 3 depending on the product, level of severity and complexity of the Update.
- Remote-Only Support includes installation for remote installable Product Correction Updates at no charge during Standard Business Hours. Remote-Only Support 24x7 also includes support outside of Standard Business Hours for remote installable PCNs that have been deemed by Avaya as Major Failures. All other support outside of Standard Business Hours is billable at Avaya's then current Per Incident Maintenance rates, unless specifically provided for in the PCN.
- Parts and on-site labor for Technician installable Product Correction Updates is billable at Avaya's then current Per Incident Maintenance rates, unless specifically provided for in the PCN.
- Customer installable Product Correction Updates are the responsibility of Customer. Upon Customer's request, Avaya will perform the installation at Avaya's then current Per Incident Maintenance rates. Remote help line support is available during Standard Business Hours. Remote-Only Support Remote-Only Support 24x7 includes remote help line support outside of Standard Business Hours for Customer installable Product Correction Updates that have been deemed by Avaya as Major Failures. All other support outside of Standard Business Hours is billable at Avaya's then current Per Incident Maintenance rates.
- There may be cases where a Product Correction Update may require a system hardware upgrade to comply with current manufacturer's specifications. Such hardware upgrades are not provided as part of Parts Plus Remote Support. Avaya will provide Customer with a cost estimate prior to providing any chargeable hardware upgrades.
- In most circumstances and at Avaya's sole discretion, upgrades to the latest Minor Release or Update version of a product will be required before application of an applicable Patch or Service Pack in order to address a problem.

## 3. Proactive IP Support

This description applies to Avaya and selected non-Avaya products and components that Avaya has designated in the applicable order or associated quote sheet to be eligible for Proactive IP Support coverage and currently supported ("Supported Products"). A current list of Supported Products includes:

- Avaya Servers: S8300, S8400, S8500, S8700 series
- Avaya Media Gateways: SCC1, MCC1, G250, G350, G600, G650, G700

- Data network elements as documented in the Master Site Grid. NOTE: Data network devices that are actively involved in transporting IP Telephony traffic originating from a supported Avaya S8XXX Server, must be included as Supported Products for monitored data network elements.
- The router and/or CSU/DSU at Customer's facility used to terminate the connection between Customer's network and Avaya must be included as a Supported Product.

All Avaya Media Gateways connected to an Avaya S8XXX Server must be included as a Supported Product. Avaya Media Gateways located outside of the US but connected to US-based Servers will be covered by the services described in this section of the document.

## *Implementation*

Implementation begins on the Effective Date and ends prior to the Service Assumption Date. Service Assumption will begin sixty (60) calendar days after the Effective Date. Avaya will develop a Service Implementation Plan (SIP) outlining the timeline of the relevant tasks to be performed by both Customer and Avaya. The Service Assumption date is dependent on the completion of items in the SIP that provide for monitoring of the Avaya Media Server and associated gateways. Services described in this document for the data devices will be provided subject to receipt by Avaya of the required Customer information as outlined in the SIP.

Avaya will work with Customer to develop a comprehensive, up-to-date inventory ("Master Site Grid") of the products by site for which Avaya will provide the services described in this document ("Supported Products"). Inclusion of data devices on the Master Site Grid will require the receipt by Avaya of the required Customer information as outlined in the SIP. If any additional Supported Products or lists of locations covered under the Agreement ("Supported Sites") are added to the Master Site Grid, the changes will be approved and processed as described in the SIP.

Depending upon network design, Avaya will install, at Customer's site or within Avaya Data Center, Avaya-owned equipment to allow Avaya to monitor and correlate events of the Supported Products within this document. Customer may choose to place a firewall between the Avaya-owned device and their network, provided Avaya is able to interrogate and receive events and alarms for all IP endpoints, and into all Supported Products. Customer maintains control of the firewall access lists and policy. Customer thereby retains control over Avaya's access to the managed and/or monitored devices. Customer will provide connectivity via VPN or frame relay between Customer's network and Avaya, or Avaya will purchase a frame relay connection for Customer for an additional fee. Avaya-owned equipment must be returned to Avaya upon expiration or termination of services in working order. Title to such equipment remains with Avaya at all times.

Customer will take reasonable steps to prevent delays and ensure that all of the foregoing roles or responsibilities are performed. If services for the data devices does not occur on the Service Assumption date due to customer delays in providing required Customer information to Avaya as outlined in the SIP then Avaya may begin invoicing the Customer (and Customer shall begin to pay Avaya) for both recurring and non-recurring charges.

Avaya and Customer agree that the Supported Products installed within the Customer's environment may differ from the initial Master Site Grid supplied to Avaya, and agree to implement a Network Discovery process to properly reflect the actual data. In the event that the actual inventory differs from the initial Master Site Grid, Avaya may adjust charges to reflect the actual data. Data collected in the Network Discovery process includes, but is not limited to, the actual number of: sites, Supported Product inventory, software versions, and number of Equipped TDM Ports, Administered IP Ports, data devices and type of stations.

## *Monitoring of Supported Products*

For Monitoring Services, Avaya will perform 24x7 SNMP, intelligent agent monitoring of alarms for the Supported Products, polling and syslog monitoring. Avaya will also detect failures and fault conditions for the Supported Products and correlate events within the Customer's network utilizing Avaya's proprietary tools.

For Event Notification and Management, Avaya will notify Customer of detected major alarms within 15 minutes of receipt. NOTE: The 15 minute notification is a service level objective target for Avaya. Notification intervals are not commitments for resolution time of reported troubles. Avaya will also answer calls and respond to alarms with qualified technicians trained on Supported Products. If the alarm is related to an Avaya Server/Media Gateway, Avaya will initiate fault diagnostics by validating events via dial up or network connection and analyzing the system malfunction. For events isolated to an Avaya Server/Media Gateway covered under a direct Avaya Maintenance Agreement, Avaya will case manage resolution of events. For event isolated to an Avaya Server/Media Gateway not covered under a direct Avaya Maintenance Agreement, such as an Avaya Media Gateway located outside of the US but connected to a US-based Server, Avaya will inform Customer's identified point of contact of events but will not be responsible for resolution of events. Disruptive testing will not be initiated unless coordinated with and agreed to by Customer.

### *Access*

Avaya will provide a designated telephone number for Customer to call regarding all operational support and accountability for Proactive IP Support services described in this document. The Service Desk will be staffed with English-language personnel and will be answered 24 hours per day, 7 days a week, and 365 days per year. Avaya will also provide Customer with access to a proprietary web portal which will provide trouble summary reports, trouble tickets, contact information and contract details.

### *Single Point of Contact (SPOC)*

SPOC is an optional Coverage Element available for an additional charge. To the extent that Avaya will provide SPOC, the following will apply.

Avaya will provide Customer with a designated Proactive IP Support team to coordinate trouble resolution activity on Customer's Avaya Server/Media Gateway/terminal/adjuncts at locations covered by Proactive IP Support, across all Avaya support organizations and platforms. SPOC response objectives and hours of coverage are defined in Customer's Avaya Maintenance Agreement.

If Customer has purchased Enhanced Remote Services SPOC or has Remote Managed Services for Traditional Telephony for other locations, this SPOC will act as the SPOC for all covered locations.

### *Outages and Severe Business Impact Service Requests*

Customer will be notified of all issues of severity "Outage" and "Severe Business Impact" that are not automatically cleared by Avaya EXPERT Systems<sup>SM</sup> Diagnostic Tools. Service Requests of type "Outage" or "Severe Business Impact" are defined in the Glossary..

For issues of severity "Outage" and "Severe Business Impact", Avaya will:

- Work with Customer to determine the most effective way to handle each issue.
- Follow special handling instructions that have been mutually agreed upon by Customer and Avaya.
- Notify Customer upon receipt of service requests not otherwise cleared.
- Monitor service requests to ensure timely progress and provide regular updates to Customer.

Updates will include:

- Remote diagnostics completion
- Trouble dispatch
- Technical escalation
- Equipment to be ordered
- Remote commitment time to be changed
- Remote commitment missed
- Remote closure

## *Service Requests of type "Business Impact" or "Non-Service Impact"*

SPOC includes case management or proactive notification of Service Requests of type "Business Impact" or "Non-Service Impact" as defined in the Glossary. Customer status updates will be based on status changes to the event rather than time intervals.

For Business Impact and Non-Service Impact issues, Avaya will:

- Follow special handling instructions that have been mutually agreed upon by Customer and Avaya.
- Provide Customer with updates on status changes. Additionally, assistance can be provided in finding trouble status at the Avaya web site.
- Notify Customer of minor DS1 Alarms not cleared by EXPERT Systems<sup>SM</sup> Diagnostic Tools or the switch and provide updates to Customer. Updates will include information on:
  - Dispatch
  - Escalation
  - Closure

As part of SPOC, Avaya will also perform the following activities:

- Coordinate and case manage Avaya Labs modification requests (Tier IV).
- Conduct remote seasonal clock changes twice per year for Supported Products. (On-site dispatch is not included.)

## **D. Response Intervals**

Response intervals define Avaya's objectives for responding to a request for maintenance support.

- Interval is from the time the Customer contacts the Avaya Services Center with an Assistance Request to the time the technician/engineer contacts the Customer.
- Hours are stated in coverage period hours. Work will be performed during the End User's coverage hours. Avaya will attempt to clear all failures remotely.
- Avaya shall employ commercially reasonable efforts to commence support on the customer request according to the following table:

	<b>Outage or Severe Business Impact</b>	<b>Business Impact or Non-Service Impact</b>
Requests submitted via website	Within two (2) hours	Within Standard Business Hours
Requests submitted via telephone	Within two (2) hours	Next Business Day

## **E. Security**

- Toll Fraud Intervention: If the Supported Products includes any Communication Manager, G3 or DEFINITY products and the Customer suspects active toll fraud, the Avaya Services Center will assist the Customer in analyzing the situation and help the Customer understand what it may do to intervene and help stop long-distance theft (toll fraud). Note: This service supplement does not prevent the possibility of toll fraud.
- If the Supported Products includes any Communication Manager, any G3 or DEFINITY, Avaya will provide general security advice to help the Customer secure its system against toll fraud.
- Each Avaya Maintenance Customer will receive, on a Quarterly Basis, a Security Screener Letter via email. The purpose of the security screening service is to provide specific detailed important information pertaining to the risk of toll fraud associated with the use of the Customer's Avaya DEFINITY<sup>®</sup> Enterprises Communications Server, or Communication Manager. (Toll fraud occurs when unauthorized persons gain access to the Customer's system to make phone calls. Under applicable law, the Customer is responsible for paying for these unauthorized calls.) The security screening service checks the Remote Port Security Device, Default passwords on Customer Logins and the Remote Access Feature. The Customer should not assume that their system is totally secure, even if it passes the screening.

- The Customer should, with respect to Avaya products, use the "Avaya Products Security Handbook" along with the individual product documentation, as a guide, to help secure remote access capabilities. This guide is available on the Avaya Customer Support Web site, <http://support.avaya.com>.

## F. Maintenance Software Logins and Permissions

Avaya's Service Agreement coverage includes limited right-to-use of DEFINITY®/Communication Manager Maintenance Software Permissions (MSP's), for Customers who wish to participate in clearing minor alarms on their equipment and routine administrative tasks. MSPs allow the Customer access to certain maintenance capabilities to perform low level/minor maintenance tasks. MSP's are Avaya proprietary information and are not transferable or assignable to a service provider or any third party. For Communication Manager 4.0 and all prior Communication Manager/ DEFINITY® systems upon expiration or prior to termination of Customer's Service Agreement or MSP Permission License, Customer will provide Avaya prompt access to the applicable products to de-activate the MSPs.

The Customer may not gain access to proprietary software, in the manner described below, without authorization from Avaya. The following changes to the DEFINITY®/Communication Manager proprietary software cannot be made without authorization from Avaya:

- Accessing and taking control of Avaya DEFINITY®/Communication Manager Logins (INIT, INADS, DADMIN and Craft). These logins are accessed exclusively by Avaya personnel (or it's authorized agents/representatives in the case of DADMIN).
- Making changes to the permissions of logins intended for exclusive use of Avaya (INIT, INADS, DADMIN, and Craft).
  - Accessing the "Change System Parameters Custom Options" screen and turning on features in the DEFINITY®/Communication Manager System without paying right-to-use fees.

### *Re-initiation of Lapsed Coverage*

A re-initiation fee will apply to reinstate support when coverage has lapsed. The new support coverage is based on the total number of licenses, servers or gateways (as applicable based on the relevant billing metric) to be covered. The re-initiation fee is a one-time fee equal to 25% of the first year of the new support coverage. The applicable re-initiation fee will be invoiced and payable with the first billing of the new coverage.

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) New support coverage sold to customers for products that have not had Avaya support coverage for more than 12 months are not subject to re-initiation fees.
- 5) If and to the extent that the Supported Product includes products manufactured by independent third parties (OEM products), a higher re-initiation fee may apply.

### III. Extended Services Support

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

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

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

- Product Engineering support and new maintenance updates, such as Product Correction Notices (PCNs), “bug fixes” and interoperability/usability solutions, are no longer provided.
- Certain faults or functionality issues may not be resolvable or reproducible without upgrading the system to a version currently supported by the manufacturer. The Customer will be responsible for the costs associated with any upgrades.
- Access to and availability of support expertise on some Products may decline over time
- The Customer may experience delays in response or repair intervals.
- Avaya will endeavor to reserve its spare parts inventory to support Extended Services Support customers. However, since replacement parts may no longer be manufactured, some Products may become increasingly scarce over time. This scarcity may affect response and repair times, and certain Products may require replacement with more current substitute Products, whether new or refurbished.
- It may be necessary to purchase an upgrade to resolve a trouble if replacement parts or substitute Products are not available, or if the substitute Product is incompatible with a customer’s current Product. The risk of this situation will depend on the Product’s type and age. Avaya will endeavor to highlight upcoming shortages via ongoing “Services Support Notices” posted at [support.avaya.com](http://support.avaya.com).
- The extended services support period may vary based on product availability, demand and other business factors, at Avaya’s discretion.

### IV. Dedicated Access

You must install or arrange for the installation of an Avaya-approved remote access methodology for systems/devices that support remote access no later than the delivery date of the Avaya-installed systems/devices or prior to the commencement of support in all other situations. Remote access is made possible with a traditional phone line for modem-equipped products or through an Avaya-approved VPN access solution. The line number or IP address must be provided to Avaya as soon as it is available. This modem line or VPN must remain available to provide remote access on a 24x7 basis or there may be degradation to the service and support received from Avaya. Avaya’s 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 SERVICES AND WILL NOT BE LIABLE FOR SUCH FAILURE. IF 24x 7 REMOTE ACCESS IS NOT GRANTED, AVAYA MAY NOT BE ABLE TO PROVIDE SERVICES AND AVAYA MAY CHARGE ADDITIONAL PER-INCIDENT MAINTENANCE RATES IF THERE IS ADDITIONAL COST TO AVAYA IN PROVIDING SERVICES TO THE CUSTOMER.

## V. Certification

Newly purchased products, used products and products that had not been continuously covered are all eligible for coverage. Certification of the products is sometimes required to ensure that the products are properly installed and in good working order. Certification allows for the inspection of Avaya products and Avaya-supported products in order to ensure that they meet all Avaya environmental and technical specifications prior to issuing a Support Agreement.

Customer/Partners/Resellers must notify Avaya when there are moves or new system installs so Avaya can certify the equipment when required and update the Customer's records. Customers with an INADS line must also re-register the line at its new location.

Certification is required when one of the following criteria is met:

- Avaya, an authorized Avaya BusinessPartner, or for non-Avaya products, a manufacturer or manufacturer-authorized service provider did not install equipment not classified as "customer installable."
- Avaya, an authorized Avaya BusinessPartner, or for non-Avaya products, a manufacturer or manufacturer-authorized service provider previously installed the equipment and Avaya service coverage has lapsed for more than ninety (90) days.
- Equipment not classified as "customer installable" is not installed or moved by Avaya or an authorized BusinessPartner to a new site. If you have an INADS line, you must also re-register the line at its new location.

Certification is not included in the services or support described in this document. The cost of the certification will be charged at Avaya's then current standard rates. Avaya does not guarantee that products subject to certification will be certified.

## VI. Exclusions from Remote Only Support

The following exclusions apply to Remote Only Support coverage:

Distribution of patches and specific versions of legacy products with the embedded software that is no longer being used by Avaya. The list of affected products is located at <https://downloads.avaya.com/css/P8/documents/101029433>

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

Avaya provides "Maintenance Per Incident T/M" support for out of scope maintenance related activities not included in an Avaya Maintenance Contract. Support is only available to Avaya customers and Partner customers who have support coverage on the product requiring support. Services provided not directly attributable to a fault in Supported Products that end up being a result of a 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 providers issues
- Avaya installation of customer or partner installable patches
- Support that ends up being related to a product not under warranty or maintenance coverage
- Parts or onsite support for Remote Only or Remote + Parts contracts
- Products that are improperly certified by a party other than Avaya

## VII. Customer Responsibilities

### A. Maintenance Coverage Remote Only Support

#### Service Pack and Firmware Maintenance

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. As such, Customers have two options for ensuring their Avaya product is no more than six calendar months out of date in relation to SP/FW updates:

- 1) Purchase the Avaya service support level coverage which provides for Avaya to maintain SP/FW currency.
- 2) Assume responsibility for ensuring updates are maintained within the time intervals described above.
  - a) It is recommended that Customers and Authorized Channel Partners review their products to ensure the latest published generally available SP/FW updates have been applied before contacting Avaya service support for service issues.
  - b) 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.

Use case examples (client has a minimum of an active remote support agreement):

- 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 update corrects the service issue. GSS requests the client/partner 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 determines there are no updates to correct the service issue.
  - b) GSS follows standard resolution process.
  - c) No Per Incident fee is assessed.

#### Other Responsibilities

- Ensure registration of Avaya Supported Products is completed by Avaya or by an authorized Avaya Partner as defined by Avaya's most recent registration process.
- Follow Avaya's installation, operation, and maintenance instructions.
- Provide system passwords and equipment access control features required for Avaya to provide remote support.
- For Avaya Media Gateways located outside of the US but connected to a US-based Server, Customer must have a maintenance agreement through either Avaya or an Avaya Authorized BusinessPartner.
- Provide full and timely access to Supported Products upon request by Avaya, and such access shall be available in any period during which a work request remains open.
  - Supported remote access methodologies may vary by Avaya product.
  - Avaya shall not be responsible for the delivery of these services without this connectivity.
- Ensure that only authorized Customer representatives contact the Avaya Service Center and work with Avaya as required.
- Designate an individual with thorough understanding and authorization to make binding decisions on Customer's behalf as single point of contact (SPOC) for Avaya.
- Ensure the web portal is updated with current and correct contact information.
- Distribute and safeguard digital certificates which provide access to Customer's web portal. Notify Avaya if a digital certificate is compromised so that Avaya can resolve the digital certificate and issue a new one.
- 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.
- Notify Avaya about changes in the device software.
- Notify Avaya of any software/hardware upgrades, updates to, or additions of any new software and/or applications to the existing systems, if such upgrades and software/applications were purchased from a vendor other than Avaya.
- Provide all information and materials requested by Avaya to implement and deliver the services stipulated within this SAS, including but not limited to:
  - Avaya-provided Sold To Number
  - Customer contact information
  - Description and urgency of the problem
  - Supported Product information including product IP addresses,
  - Site contact information,
  - Network discovery information,
  - Circuit information (e.g., subnet mask, gateway, machine names, and modem numbers) including network diagrams.
- Ensure corporate security reviews and approves planned remote network access architecture. If applicable, Customer is responsible for ensuring required internal change control or security review processes are approved before installation date.
- Maintain a procedure external to the software programs for reconstruction of lost or altered files, data, or programs.
- Verify and arrange for installation of all applicable network connections.
- When installed on Customer's site, take necessary precautions for the security of Avaya-owned equipment, including hardware and software components, used to deliver services covered by this SAS. Customer shall restrict access to Avaya-owned equipment to properly authorized personnel and shall remain responsible for the risk of loss of the equipment while on Customer premises.
- Provide own level 1 helpline support to answer Customer employee's questions and problems for the Supported Products, and will be sufficiently trained to answer these. Only then will nominated Customer coordinators contact Avaya for services described in this SAS.
- Prevent delays and ensure that all of the foregoing roles or responsibilities are performed, or the Service Assumption Date may be delayed without penalty to Avaya. If, due to such failure or delay on the part of Customer, the Service Assumption Date does not occur within thirty (30) days after the date specified in the Implementation Plan, Avaya may begin invoicing Customer (and Customer shall begin to pay Avaya) for both recurring and non-recurring charges.
- Contact the Avaya Support Center for replacement of faulty component/device before 7:00 pm eastern standard time (6:00 p.m. central time, 5:00 p.m. mountain time or 4:00 p.m. Pacific time). If the call is completed after those times, the part will be shipped to arrive within 2 business days. Note: Next-Business-Day coverage does not include Avaya holidays.
- Receive the replacement part/device
- Replace the field-replaceable hardware part/device. If the Customer requires on-site assistance from a field technician, the services will be provided and billed at the current labor (time) rates.
- The Customer will ship the identified faulty part back to Avaya (DDP Incoterms 2000 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
  - If Avaya does not receive the returned part within thirty (30) calendar days of shipping a replacement part to the Customer, the returned part does not match the part replaced by Avaya, the returned part does not match Avaya's registration record, or the returned part is not eligible for advance replacement, Avaya reserves the right to invoice the 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.
- Excuse Avaya from failure to achieve Avaya's service level objectives that result from Customer's failure to meet these preceding requirements.
- As of May 1, 2018, Avaya will no longer have available for download specific versions of legacy products with the embedded software that is no longer being used by Avaya.

Before May 1, 2018, Customers with affected products in Production are responsible to download and preserve all software necessary to restore, move, or re-install for any reason their Production systems OR upgrade to a release or product line that is not affected, as recommended by Avaya. The list of affected products is located at <https://downloads.avaya.com/css/P8/documents/101029433>

## B. Proactive IP Support, RMS IPT, and SRM Customer Responsibilities

The following customer responsibilities apply when the customer has purchased one of the before-mentioned offers:

- Purchase a Full Coverage, Remote Only or Parts Plus Remote Maintenance Agreement with Proactive IP Support (if RMS IPT is purchased) for Avaya equipment for the duration of the term of the Agreement.

## VIII. Glossary

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

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

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

### **Business Severity Categories:**

**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 or functionality and/or loss of customer information.

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

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

**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.

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

**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).

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

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

**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.

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



**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.

**Tier I:** The Partner's call receipt function that receives incoming calls from End User Customers and creates Partner trouble tickets.

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

**Unauthorized Service Provider:** Any 3rd party that is not an Avaya Authorized Business Partner Provider.

**Update:** A Product Correction Notice (PCN), minor software or firmware update or service pack.

**Upgrade:** A Major Release of software.