SERVICE DESCRIPTION

Service Agreement Supplement

Hardware Support

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Introduction

This Service Description describes the Avaya Hardware Support services for eligible 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. This description is valid in all United States and Canadian locations.

I. General

A. Overview

Avaya offers service support on Avaya and selected non-Avaya hardware products and components. You can choose from the following three levels of support, which are more fully described below:

- Remote Hardware Support, 24x7
- Remote Hardware Support with Advanced Parts Replacement, 8x5 or 24x7
- On-site Hardware Maintenance, 8x5 or 24x7

Customers may purchase Avaya Hardware Maintenance Support only if the software associated with that hardware is receiving Avaya Software Support.

The level of support and supported products will be designated on the applicable order or associated quote sheet and support will commence on the in-service date of the Supported Product. The coverage described in this document is limited to Supported Products and can only be purchased if you have Avaya Software Support or Avaya Software Support Plus Upgrades coverage.

It is important to understand how hardware support is different from your warranty coverage. Warranty under your commercial contract generally provides that the hardware will work in accordance with the product's specifications. In the event that the product does not operate in accordance with specifications, Avaya will repair, replace or refund the amount you paid for the affected product.

Hardware support includes remote telephone support, remote diagnostics, troubleshooting, problem resolution and hardware firmware updates/fixes – none of which are included under warranty.

Avaya's remote support options are standardized and generally available throughout the world. On-site and advance parts services, however, may vary from country to country. Therefore, if you are purchasing on-site services, it is important for you to read the on-site and advance parts service description in conjunction with the *Addendum: Country Availability and Major Cities*, which describes where advanced parts and on-site services are available and the limitations associated with these services.

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

C. Certification

Newly purchased products, used products and products that have not been continuously covered are all eligible for coverage. However, certification of the products is sometimes required to ensure that the products are properly installed and in good working order.

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

- Avaya, an Avaya Authorized Business Partner, or for non-Avaya products, a manufacturer or manufacturer-authorized service provider did not install equipment which is not classified as "customer installable."
- Avaya, an Avaya Authorized Business Partner, 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 Business Partner 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.

D. Dedicated Access

You must install or arrange for the installation of a dedicated 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 service in all other situations. Remote access is made possible with the Secure Access Link (SAL) Software Gateway, 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. The modem line or VPN must remain available and dedicated to provide remote access on a 24x7 basis or there may be degradation to the service and support you receive from Avaya.

IF 24x7 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 YOU.

E. 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.

II. Remote Hardware Support, 24x7

A. Benefits of Remote Hardware Support, 24x7

Following are the benefits you will receive under the Remote Hardware Support option. Unless otherwise noted, these benefits are available twenty-four hours a day, seven days a week, and three hundred sixty-five days a year consistent with response intervals.

Troubleshooting

- If you experience a problem with a Supported Product, you can report/log a request via telephone, facsimile, or via Avaya's support website (http://support.avaya.com). You will also have unlimited access to remote maintenance assistance, documentation, and other information via web-enabled case-based reasoning tools on Avaya's support website. Avaya may require that only those individuals you have identified as Avaya authorized contacts are able to initiate requests, access the support website or check on problem status, and Avaya may request you limit the number of authorized contacts.
- Avaya will respond to, diagnose, and clear system-generated major alarms received via Avaya EXPERT Systems[SM] Diagnostic Tools (on Avaya products that support that functionality). Any problem that cannot be automatically cleared by Avaya EXPERT Systems[SM] Diagnostic Tools will be responded to according to response intervals designated in this document.
- Avaya will troubleshoot, analyze and resolve problems with Supported Products via telephone or remote dial-in connection.
- Avaya will identify inconsistencies or errors in Avaya product documentation.

Access to Helpline Support

During Standard Business Hours, you will have access to helpline support, which includes:

- Answering general usability or product-specific questions, such as non-programming issues and general information around the functionality of a Supported Product. Usability information can be provided without knowing the specific programming and configuration details of your system. This general support does not include consultation on appropriate methods and procedures for your environment nor does it include custom programming.
- Providing advice, which includes directing you to sections of the documentation that may answer a question, clarifying the documentation or recommending possible training courses.
Working with trained individuals from your company to enhance understanding of the use and features of Avaya hardware products.

Access to Product Correction Notices (PCNs) and Updates

- PCNs and updates will be issued as technician, remote, or customer-installable and with a classification level dependent on the product, level of severity and complexity of the PCN or update.
  - Class 1 (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 (moderate system failure with moderate probability of loss of system use or functionality and/or loss of customer information)
  - Class 3 (minor system failure with low probability of potential loss of system use or functionality and/or loss of customer information).
- You are responsible for installing PCNs and updates designated as customer installable. For technician-installable PCN's you are responsible for applicable parts and labor.
- 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

- 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.
- Remote help line support for PCNs and updates is available during Standard Business Hours.
- PCNs deemed as Class 1 or 2 and remotely installable are available 24x7.
- If a Product Correction Update requires a system hardware upgrade to comply with current manufacturer's specifications, Avaya will provide a cost estimate prior to providing any chargeable hardware upgrades.
- PCNs and updates will be available on Avaya's support website; however, only Avaya-issued PCNs and updates are included as part of support.
- Trouble isolation and fault management associated with the installation of PCNs and updates for non-standard environments is limited to correcting faults with the standard environment.
- 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. Exclusions from Remote Hardware Support, 24x7

Remote Hardware Support does not include the following:

- Parts replacement and/or on-site support.
- Customized system features, configuration changes or reports (unless specifically included in the Avaya solution).
- Provisioning or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to the Supported Product.
- Services and all troubleshooting support not directly attributable to a fault in Supported Products (including faults in the Customer's own network or the public network).

- The capture of off-board alarms for trunk interfaces is not included.
- Support for any products other than Supported Hardware. In the event that a fault or problem is traced to products other than Supported Hardware and other Avaya maintenance coverage does not apply, you will be responsible for Avaya's time and materials charges for such support.
- 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

C. Response Intervals of Remote Hardware Support, 24x7

Response intervals define Avaya's objectives for responding to a request for support. The interval is defined as the elapsed time between registration of an assistance request with Avaya's services center and the commencement of problem resolution efforts by the remote engineer.

Avaya's remote response objective is two (2) hours for Service Requests of type "Outage" and "Severe Business Impact" and next business day during Standard Business Hours for Service Requests of type "Business Impact" or "Non-Service Impact".

III. Remote Hardware Support with Advanced Parts Replacement, 8x5 or 24x7

(Refer to Country Addendum for Availability by Country)

A. Benefits of Remote Hardware Support with Advance Parts Replacement, 8x5 or 24x7

Where applicable, the customer may elect either 8x5 or 24x7 for the Remote Support element of Remote Hardware Support with Advance Parts Replacement.

Remote Support with Advanced Parts Replacement 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 Support with Advanced Parts Replacement 24x7
Provides coverage 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".

Remote Hardware Support with Advance Parts Replacement will provide for advance replacement by mail of any covered part Avaya determines to be inoperative. This includes advance parts for PCNs and updates, but does not include system hardware upgrades that may be required. You must follow the procedure outlined below to receive advance parts.

- Contact the local Avaya Support Center for replacement of faulty component/device during Standard Business Hours. If Avaya determines the component/device to be inoperative, a replacement will be shipped to arrive next business day (only for countries referred to in the Addendum for Countries and major cities).
- Receive and replace the field-replaceable component/device.
- 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
  - o 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.

- Certain minor materials, such as internal cabling, fans, fan assemblies, transformers, embedded operating system software, power supplies, fuses and firmware may not be independently replaceable. In these circumstances, Avaya may require and will send the larger component to be replaced rather than the minor material.

B. Exclusions from Remote Hardware Support with Advance Parts Replacement, 8x5 or 24x7

The following exclusions apply to Parts coverage:

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

IV. On-site Hardware Maintenance, 8x5 or 24x7

(Refer to Country Addendum for Availability by Country)

A. Benefits of On-site Hardware Maintenance

There are two coverage options for on-site hardware maintenance: 8x5 or 24x7. Both options provide for the benefits described in Remote Hardware Support with Advance Parts Replacement and same day parts replacement for Service Requests of type "Outage" and "Severe Business Impact". Under both on-site

options, if a fault cannot be resolved remotely, and Avaya determines on-site intervention is required, Avaya will dispatch Avaya's field technical resources or designated resource, including engineering support, consistent with the response intervals set out below.

The following is also included for both on-site hardware maintenance options:

- Installation of technician installable PCNs and updates during Standard Business Hours.
- Support outside of Standard Business Hours is included for remote and technician-installable Class 1 and Class 2 PCNs, for customers that have On-site Hardware Maintenance 24x7.
- Routine preventive maintenance for Avaya DEFINITY products.
- Correction of damage to voice hardware products (not including data products, VPN, video, etc.) where lightning or a power surge is the direct cause of damage to the voice hardware products, provided that (This benefit is available in US/Canada only):
  - You complied with all documentation, installation, electrical code standards and site requirements
  - All power feeds for the switching products, analog central office facilities connected to the switching product, and ancillary equipment are protected by a properly installed protection device; UPS (Uninterruptible Power System) are not acceptable protection devices
  - All T1/DS1 facilities are terminated in a CSU and/or DSU.

B. Exclusions from On-site Hardware Maintenance

- Avaya field technician remaining on-site after resolution of a problem in the Supported Products.
- Avaya field technician remaining on-site outside of coverage hours.
- Providing standby service, such as requesting field technicians to be present on your premises during electrical power shutdowns, disaster recovery tests, or special events.
- Additional charges may apply if an Avaya field technician is scheduled to service equipment and the technician must wait one (1) or more hours after arriving on-site for equipment to become available for servicing.
- Replacement of parts that are consumables, accessories or minor materials, including, but not limited to: batteries (as specified below), headsets, remote controls (TV & video), printer ribbons, back-up tapes or other blank media, wall brackets, rack mounting and other hardware kits, face plates, bezels, blank panels, designation strips, technical documentation, labels and removable media.
  - Outside of the U.S. and Canada, batteries associated with Uninterruptible Power System (UPS) and direct current batteries are considered a consumable product and replacements must be purchased and installed by the Customer.
  - Batteries associated with a Redundant Array of Independent Disks (RAID) controller, commonly found in servers, are considered a consumable product and replacements must be purchased and installed by the Customer.
  - Batteries providing very limited (nominal) power holdover in the event of loss of public utility power such as in Definity® systems or as part of terminal power supply backup power are considered a consumable product and replacements must be purchased by the Customer. However, Avaya installation of this part is included as part of Onsite support coverage.
  - Wireless batteries are not considered major components of the various Wireless solutions supported by Avaya; therefore, these batteries are considered a consumable product and replacements must be purchased and installed by the Customer.
- 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

C. Response Intervals of On-site Maintenance (for US and Canada)

Response intervals define Avaya's objectives for responding to a request for support. If Avaya deems the fault cannot be cleared remotely, the interval is from the time the Avaya Service Center identifies an on-site visit is required to the time the technician arrives at your site.

- Service Requests of type "Outage" and "Severe Business Impact"

- o Within two (2) business hours for Service Requests of type "Outage" and "Severe Business Impact" on the DEFINITY® and Avaya Communication Manager switch. To qualify for this response interval the Customer site must be located within a certain major metropolitan area, as defined by Avaya. This response is available during the hours of 8:00 a.m. to 5:00 p.m. in the time zone of the covered products, Monday through Friday, excluding Avaya observed holidays. The two (2) hour response interval is not applicable between the hours of 5:00 p.m. & 8:00 a.m. if the Full Coverage 7x24 option is elected.
  - o Within four (4) business hours for Service Requests of type "Outage" and "Severe Business Impact" for Customer sites located outside the defined major metropolitan area, for non-Avaya labeled or customized software and all other products. This interval is provided during the hours of 8:00 a.m. to 5:00 p.m. in the time zone of the covered products, Monday through Friday, excluding Avaya observed holidays, or is provided 24x7 if Full Coverage 24x7 option is elected.
- Service Requests of type "Business Impact" or "Non-Service Impact" – Next business day during Standard Business Hours.
- All Other On-site Maintenance – As scheduled by you and Avaya.

D. Response Intervals of On-site Maintenance (for EMEA)

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

Onsite response interval
If Avaya deems the fault cannot be cleared remotely, the interval is from the time the Avaya Service Center identifies an on-site visit is required to the time the technician or replacement part arrives at your site.

To qualify for this response interval the site must be located within an Avaya covered Major Cities.

- 24x7 option: Within four (4) hours for Service Requests of type "Outage" and "Severe Business Impact" for sites in Major Cities.
- 8x5 option: Within four (4) Standard Business Hours for Service Requests of type "Outage" and "Severe Business Impact", and for Service Requests of type "Business Impact" or "Non-Service Impact" Next business day during Standard Business Hours.
- All Other On-site Maintenance – As scheduled by you and Avaya.

V. SMBS Enhancement Support – US Only

SMBS Enhancement support for IP Office, Partner ACS 3.0 and above and Merlin Magix is only available with a Support agreement. On-site support is not included for Remote Administration and Subsequent On-Line Training options. Support options include:

A. Remote Administration Coverage

Provides an unlimited number of standard software translations performed by Avaya's Global Technical Support (GTS) group. Translations will be completed during coverage period hours applicable to Service Requests of type "Business Impact" or "Non-Service Impact". 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 will be performed via remote access to your product.

B. Subsequent On-Line Training

Provides additional on-line coaching and training assistance to the customer through GTS (Global Technical Services). 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.

C. Wire Maintenance Coverage for Structured Cable (Inside Wire) and Exclusions:

Provides support for horizontal cabling, single customer riser cables (not part of building riser cable), connecting blocks, wall jacks, cross-connect fields, patch panels, repeaters and Avaya standard repair

products. This option does not cover black cable (inter-building –OSP), riser cables used for multiple customers, fiber optic cabling, network facilities (poles, conduits, local access trunks and lines), non-Avaya supplied surge protectors, lightning arrestors/protectors, exterior wire, non-Avaya product cabling (e.g. alarm systems, building automation, security systems, card readers, etc.). Coverage also does not cover Force Majeure (floods, earthquakes, tornadoes, avalanches, mud slides, etc.), major externally caused damage (e.g. fires, pipe bursts, etc.), major unintentional damage (e.g. contractors cut cables, etc.), non-Avaya contractor use of improperly spliced wires and problems requiring non-standard tools to repair (e.g. elevator shafts, need for forklifts, etc.).

VI. Product Correction Support Coverage US/Canada Only

Product Correction Support coverage is a separate services offer available at an additional charge that provides (1) Avaya installation for all Customer installable Product Correction Updates, and (2) support outside of Standard Business Hours, excluding Sunday and Avaya observed holidays, for all technician and remote installable Product Correction Updates. Product Correction Updates include Product Correction Notices (PCNs), Software and Firmware Updates and maintenance patches. Avaya will perform the work remotely when possible; otherwise, an on-site technician will be dispatched.

A. Limitations and Exclusions

PCN, Software and Firmware Updates and maintenance patches for Expansion Port Network (EPN) sites will be performed at the Processor Port Network (PPN) site when applicable. The customer must provide Avaya with access and required permissions. There must be a functional link from the EPN to the PPN; otherwise the EPN site will be priced the same as the PPN.

Remote and customer installable PCN, Firmware and Software Updates and maintenance patches will be completed remotely when applicable. The customer must provide Avaya with access and required permissions. Additionally, for certain update the customer will be required to insert a diskette into the disk drive. If the customer requests an on-site technician to perform this function, then per incident charges will be billed.

Only Avaya issued Product Correction Updates are included in this offer and only for the eligible products covered by this offer.

Trouble isolation and fault management associated for the installation of Product Correction Updates for non-standard CMS environments is limited to correcting faults with the standard CMS application. Additional maintenance support is billable at Avaya's then current per incident maintenance rates.

System backups are not included and are the customer's responsibility.

Firmware Updates to voice terminals and other end-user devices (e.g., IP Softphone) are included for customers that have On-Site Hardware Maintenance on the switch and terminals. Avaya will download the update, but the customer will be required to register the voice terminals. This can be accomplished by a busy-out or having the users unplug and plug-in the voice terminal. If the customer has switch-only coverage, Software and Firmware Updates to voice terminals are either the customer's responsibility, or per incident charges will apply.

Product Correction Support for CMS, IVR/Conversant products excludes updates issued by Sun Microsystems[SM], including those approved by Tier IV, unless they have been incorporated into an Avaya issued PCN.

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

VII. 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 of 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.

VIII. Addendum – Products with Remote Hardware Support with Advanced Parts Replacement 8x5

The 8x5 option of Remote Hardware Support with Advance Parts Replacement is available:

1. In the U.S. and Canada ONLY
2. On the following products ONLY:
   - Modular Messaging Release 4+
   - Meeting Exchange Express Release 1.5+
   - Unified Communication Standard Edition
   - Communication Manager Release 5+

IX. Addendum – Country Availability and Major Cities

A. Country Availability

Onsite Support and Parts coverage is available as indicated to the countries in the following table.

Region	Country	Onsite Support 8x5[12]	Onsite Support 24x7[12]	Parts, Next Business Day[3456]	Parts, x4[3456]
APAC	Australia	Special Bid	Special Bid	Yes	No
	China	Special Bid	Special Bid	Yes	No
	Hong Kong	Special Bid	Special Bid	Yes	Yes
	India	Special Bid	No	Yes	No
	Indonesia	Special Bid	No	Yes	No
	Japan	Special Bid	No	Yes	No
	Korea	Special Bid	No	Yes	No
	Macau	Special Bid	No	Yes	No
	Malaysia	Special Bid	No	Yes	No
	New Zealand	Special Bid	No	Yes	No
	Philippines	Special Bid	No	Yes	No
	Singapore	Special Bid	Special Bid	Yes	Yes
	Sri Lanka	Special Bid	No	Yes	No
	Taiwan	Special Bid	No	Yes	No
	Thailand	Special Bid	No	Yes	No
	Vietnam	Special Bid	No	Yes	No
CALA	Argentina	Yes	Yes	Yes	Yes
	Brazil	Yes	Yes	Yes	Yes
	Columbia	Yes	Yes	Yes	Yes
	Mexico	Yes	Yes	Yes	Yes
EMEA	Austria	Yes	Yes	Yes	Yes
	Belgium	Yes	Yes	Yes	Yes
	Croatia	No	No	Yes	No
	Czech Republic	Yes	Yes	Yes	Yes
	Denmark	No	No	Yes	Yes
	Finland	No	No	Yes	Yes
	France	Yes	Yes	Yes	Yes
	Germany	Yes	Yes	Yes	Yes
	Hungary	Yes	Yes	Yes	Yes
	Ireland	Yes	Yes	Yes	Yes

Region	Country	Onsite Support 8x5[12]	Onsite Support 24x7[12]	Parts, Next Business Day[3456]	Parts, x4[3456]
EMEA	Italy	Yes	Yes	Yes	Yes
	Luxembourg	Yes	Yes	Yes	Yes
	Netherlands	Yes	Yes	Yes	Yes
	Norway	No	No	Yes	Yes
	Poland	Yes	Yes	Yes	Yes
	Russia	Yes	Yes	No	Yes
	Slovakia	No	No	Yes	No
	Spain	Yes	Yes	Yes	Yes
	Sweden	No	No	Yes	Yes
	Switzerland	Yes	Yes	Yes	Yes
	U.K.	Yes	Yes	Yes	Yes
NAR	Canada	Yes	Yes	Yes	Yes
	U.S.	Yes	Yes	Yes	Yes

[1] Avaya's onsite response objectives for Severity 1 and Severity 2 incidents are limited to only those cities listed in the Major Cities addendum. EMEA Partners must have signed the PSS standard terms and conditions.

[2] In APAC, Onsite Support is available to customers served by Avaya Direct only and in cities listed on the Major Cities addendum.

[3] Standard terms of Extended Support apply and exclude OEM products.

[4] In CALA, Avaya will ship the replacement Supported Product or component under the same delivery terms specified in the Customer's commercial agreement with Avaya for product deliveries, or, in the absence of said delivery terms in the commercial agreement, to Customer's site location.

[5] In EMEA, Avaya will ship the replacement Supported Product or component under the same delivery terms specified in the Customer's commercial agreement with Avaya for product deliveries, or, in the absence of said delivery terms in the commercial agreement, to End User Customer's site location or Partner premises as specified in the order. Partner must have signed the PSS standard terms and conditions.

[6] In APAC, Parts is available to Avaya Distributors and Resellers only and in cities listed on the Major Cities addendum.

B. Major Cities

To qualify for the Severity 1 and Severity 2 Service Request onsite response intervals, the Customer site must be located within an Avaya covered major metropolitan area.

Region	Country	Major Cities
APAC	Australia	Adelaide, Brisbane (Queensland), Canberra, Darwin, Hobart, Melbourne, Perth, Sydney
	China	Beijing
	Hong Kong	Hong Kong
	India	Bangalore, New Delhi, and Hyderabad
	Indonesia	Jakarta
	Japan	Sapporo, Fukuoka, Osaka, Nagoya. Tokyo, Okinawa
	Korea	Seoul
	Macau	Macau
	Malaysia	Kuala Lumpur
	New Zealand	Auckland
	Philippines	Manila, Cebu
	Singapore	Singapore
	Sri Lanka	Colombo
	Taiwan	Taipei
	Thailand	Bangkok
	Vietnam	Ho Chi Minh City
CALA	Argentina	Buenos Aires, Cordoba
	Brazil	Belém, Belo Horizonte, Curitiba, Goiânia, Porto Alegre, Recife, Rio de Janeiro, Salvador, São Paulo, Uberlândia
	Columbia	Barranquilla, Bogotá, Cali, Medellin
	Mexico	Mexico City (Distrito Federal), Monterrey
EMEA	Austria	Vienna
	Belgium	Brussels
	Czech Republic	Prague
	France	Lyon, Marseille, Nantes, Paris
	Germany	Berlin, Düsseldorf, Frankfurt, Hamburg, Cologne, Leipzig, Munich, Stuttgart
	Hungary	Budapest
	Ireland	Dublin
	Italy	Milan, Rome
	Netherlands	Amsterdam, Rotterdam
	Poland	Warsaw

Region	Country	Major Cities
EMEA	Russia	Moscow, St. Petersburg
	Spain	Barcelona, Madrid
	Switzerland	Geneva, Zurich
	U.K.	Birmingham, Bristol, Cardiff, Edinburgh, London, Manchester
NAR	Canada	Calgary, Edmonton, Fredericton, Moncton, Montreal, Ottawa, Saint John (New Brunswick), Toronto (GTA 416/905), Vancouver
	U.S.	Severity 1 and Severity 2 Service Request onsite response intervals apply to all sites in the U.S. Refer to list of Major Metropolitan Areas by Zip Code for Communication Manager 2 hour response eligibility.