



SERVICE DESCRIPTION

Service Agreement Supplement

For Avaya Support Advantage Parts and Onsite Support

Issue 3.9

Date September 16, 2020

Table of Contents

1. Introduction	3
2. Support Advantage Coverage Options	3
3. Parts Coverage.....	3
A. Exclusions from Parts Coverage	5
B. Multi-Vendor Collaborative Support	6
C. Support Limitations for Parts Coverage	6
4. Onsite Support Coverage	7
A. Exclusions from Onsite Support Coverage	8
5. Maintenance Software Permissions (MSPs) and DADMIN Logins	9
6. Terminal Replacement	10
7. Customer Responsibilities	10
8. General	11
A. Billing and Contract Start Date	11
B. True Up.....	12
C. Renewal of Coverage	12
D. Re-initiation of Lapsed Coverage	12
E. Certification.....	12
F. Coverage Required for Hardware Components Within the Same System	12
G. Coverage Required for Avaya Integrated Solutions	13
H. Coverage for Avaya Independent Products or Applications at Same Site.....	13
I. Dedicated Access.....	13
J. Termination of Support.....	13
K. Extended Services Support.....	14
9. Addendum – Country Availability and Major Cities	15
A. Country Availability	15
B. Major Cities.....	17
Appendix A: Definitions	18

1.Introduction

This Service Description describes the Avaya Support Advantage Parts and Onsite Support services for eligible Supported Products 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, to include providing Avaya with remote system access via an Avaya-approved connectivity method, and securing (either directly or through resellers, as applicable) all necessary approvals, consents and performance from the end user customer.

2.Support Advantage Coverage Options

Two coverage options are included within this Service Description for Avaya software and hardware products ("Supported Products"):

- Parts
- Onsite Support

The Customer may purchase Support Advantage Parts or Onsite Support coverage only if the software associated with the Supported Products is receiving Support Advantage Essential or Preferred Support coverage. Support Advantage Essential and Preferred Support coverage is included in a separate Service Description.

If Avaya determines a software or hardware fault cannot be resolved remotely and parts replacement or onsite intervention is required, Avaya will proceed with shipment of advanced parts replacement or dispatch Avaya's field technical resources or designated resource to return the Supported Product to operational condition, including replacement parts as necessary.

Advanced parts replacement and dispatch of Avaya's field technical resources will be at the discretion of Avaya, not the end user customer, after proper remote trouble investigation has occurred. Customers requesting advanced parts replacement or dispatch of Avaya field technical resource will be billed appropriately per the current Per Incident Time and Material rates,

The coverage option, Supported Products, and name of the End Customer will be included on the applicable order or associated quote sheet. The Avaya support obligations are expressly conditional upon the Supported Products:

- Being properly installed per Avaya product specification
- Not being subject to unusual mechanical stress or unusual electrical or environmental conditions
- Not being subject to misuse, accident or disasters including, without limitation, fire, flood, water, wind, lightning, or other acts of God.

3.Parts Coverage

Where geographically available as indicated in the Country Availability and Major Cities addendum, the Customer may elect from the following levels of Parts coverage:

- Parts, Next Business Day
- Parts, 8x5x4
- Parts, 24x7x4

Parts coverage will work as follows:

- Parts coverage will provide for advance replacement of any covered part Avaya determines to be inoperative. This includes advance parts for Updates, but does not include system hardware upgrades that may be required or terminals (unless the Customer has purchased the Terminal Replacement coverage option that is priced and billed separately). Replacement parts may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent.
- The Customer will contact the Avaya Service Center via website (<https://support.avaya.com>) or telephone to request replacement of a faulty component/device. Avaya may require that only Avaya-authorized Customer contacts are eligible to request advance replacement of parts, verify the identity of Customer contacts requesting parts and limit the number of authorized contacts.
- The Customer will provide the Avaya Service Center with the following information when requesting a part:
 - Avaya-provided Sold To
 - Customer contact information
 - Avaya description of the requested part
 - Description/severity of the problem
- Avaya may initiate additional troubleshooting and diagnostics via telephone or on-demand remote connection to confirm the component/device is inoperative.
- Avaya will confirm if the replacement part is a Critical Component or a Non-Critical Component. For Parts 8x5x4 and Parts 24x7x4 coverage, only Critical Components are shipped to arrive within four (4) hours and only when submitted as an Outage or Sever Business Impact Service Request.
- A replacement part will be shipped per the Customer's level of coverage.
 - Shipment and transportation of the advance replacement part will be coordinated using standard shipping services.
 - Avaya will ship the replacement part under the same delivery terms specified in the Customer's Commercial Agreement with Avaya for product deliveries, if any, or, in the absence of said delivery terms in the Commercial Agreement, as established in the Country Availability and Major Cities addendum.
 - Certain minor materials, such as internal cabling, fans, fan assemblies, transformers, embedded operating system software, power supplies, fuses, and firmware may not be independently replaceable. In these circumstances, Avaya may require and will send the larger component to be replaced rather than the minor material.
 - The Customer will receive the replacement part and follow Avaya's maintenance instructions to replace the field-replaceable component/device.
- The Customer will ship the identified faulty part back to Avaya (DDP Incoterms 2010 unless otherwise agreed) at Avaya's expense to arrive within thirty (30) calendar days of issuance of an Avaya case number by Avaya in accordance with Avaya's then-current returned materials authorization (RMA) procedure using industry-standard material handling processes including the use of Electrostatic Discharge or ESD preventive measures and protective packaging provided by Avaya.
- If Avaya does not receive the returned part within thirty (30) calendar days of shipping a replacement part to the 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.
- Supported Products returned to Avaya for alleged warranty or out-of-warranty non-conformance issues, dead on arrival or epidemic failure conditions, and for which Avaya finds no errors or non-conformance after required testing will be designated as No Trouble Found ("NTF"). For Supported Products which are tested and determined not to be defective and do not require repair, Avaya may bill the Customer a NTF repair price. If the Supported Product was advance replaced, Avaya will retain the NTF Supported Product in addition to charging the NTF repair price.

Avaya will use commercially reasonable efforts to arrange shipment of an advance replacement part according to the following chart.

	Parts Next Business Day	Parts 8x5x4*	Parts 24x7x4*
Critical Component	If the request is received before 5:00 p.m. local site time during Standard Business Hours**, the replacement part is shipped to arrive the following business day.	If the request is received before 1:00 p.m. local site time during Standard Business Hours**, the replacement part is shipped to arrive within four (4) standard business hours.	If the request is received any time of day, the replacement part is shipped to arrive within four (4) hours.
	If the request is received after 5:00 p.m. local site time during Standard Business Hours**, the replacement part is shipped to arrive in two (2) business days.	If the request is received after 1:00 p.m. local site time during Standard Business Hours** but before 5:00 p.m., the replacement part is shipped to arrive no later than 12:00 p.m. local site time the following business day.	If the request is received before 5:00 p.m. local site time during Standard Business Hours** but delivery within four (4) hours is not requested (that in essence would require a part to arrive during the nighttime), the replacement part is shipped to arrive no later than 12:00 p.m. local site time the following business day.
Non-Critical Component	If the request is received before 5:00 p.m. local site time during Standard Business Hours**, the replacement part is shipped to arrive the following business day.		
	If the request is received after 5:00 p.m. local site time during Standard Business Hours**, the replacement part is shipped to arrive in two (2) business days or later if a different delivery date is requested.		

* Critical Components are shipped to arrive within four (4) hours when submitted as an Outage or Sever Business Impact Service Request.

** As defined in Appendix A, Monday through Friday (or any other local period of five (5) consecutive working days according to local custom) between the hours of 8:00 a.m. and 5:00 p.m. in the time zone where the Supported Products are located, excluding Avaya observed holidays (a list is available upon request).

A. Exclusions from Parts Coverage

The following exclusions apply to Parts coverage:

- 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.

B. Multi-Vendor Collaborative Support

As an entitlement of Support Advantage Preferred Support Avaya will jointly collaborate and perform trouble investigation with participating TSANet vendors to diagnose interoperability issues with the vendor's product.

- Avaya Support Engineers will work incoming requests from TSANet members on behalf of qualified Avaya customers up until the point the issue is identified to be Avaya or TSANet Vendor, likewise Avaya will engage TSANet Vendors on customer's behalf if requested.
- If it is an Avaya issue, Avaya Support works to resolution based on the entitlements of Support Advantage Preferred entitlement. If the TSANet Vendor takes ownership, Avaya closes the service request with customer concurrence.

C. Support Limitations for Parts Coverage

- For eligibility under the *Parts 8x5x4* and *Parts 7x24x4* coverage options, the Supported Products must be installed and located within a specified driving distance from an Avaya parts stocking location (list located at http://support.avaya.com/support_advantage).
 - Within 100 driving miles for U.S. and Canada
 - Within 150 driving kilometers for all countries within EMEA (see Addendum)
 - Within 75 driving kilometers for all other countries
- Advance replacement for parts, end users or sites that require an individual export license are contingent upon obtaining the applicable license and permits.
- International shipments require customs clearance procedures that may delay scheduled delivery of the advance replacement part.
- Shipment of the advance replacement part will be scheduled using generally available, standard shipping services and does not include premium shipping or transportation services to guarantee arrival date or time for a single shipment.
- Replacement of Avaya-licensed software:
 - Defective software media will be replaced at no charge. Avaya will replace only the number of copies originally provided to the Customer.
 - The Customer will maintain control of the original software media including creation of backup copies.
 - Avaya will provide instructions available at <http://support.avaya.com> where the Customer's designated representative can download software and make backup copies of the originally licensed software if it is a currently supported release and if replacement at no charge is allowed by the software license.
 - If the lost release is not currently supported and the Customer has not purchased the Upgrade Advantage option, the Customer must pay for an upgrade to the currently supported release.
 - Replacement of media may be subject to additional charges.

- Support is limited to unaltered versions of the Supported Products and to problems that are reproducible in that version of the Supported Product when operating in a standard operating environment ("Standard Operating Environment").
 - A Standard Operating Environment is one where the covered applications, databases and operating systems have been tested, certified, and documented by Avaya.
 - If the Supported Product is not being run in a Standard Operating Environment, then Avaya may be delayed in starting work on the service request and additional charges may apply.
 - In the event that support is requested for a Supported Product that is not being run in a Standard Operating Environment and Avaya requests that it be put in a Standard Operating Environment in order to reproduce and diagnose the problem, Avaya will not be responsible for the delays caused by such reconfiguration and the End Customer may be responsible for performing such reconfiguration.
 - Any product under an active Support Advantage Support Contract which is deinstalled, moved or altered is not considered in a Standard Operating Environment and will have to be installed, tested and certified to Avaya policy to be considered covered.

4. Onsite Support Coverage

Onsite coverage is incremental to 4-hour Advanced Parts Replacement and thus includes all benefits as defined above, as well as all limitations, exclusions and availability for critical components versus non-critical components.

Where geographically available as indicated in the Country Availability and Major Cities addendum, the Customer may elect from the following levels of coverage:

- **Onsite Support 8x5** – Onsite technician support is provided during Standard Business Hours.
- **Onsite Support 24x7** – Onsite technician support is provided twenty-four (24) hours per day, seven (7) days per week for Outage and Severe Business Impact issues and during Standard Business Hours for all other onsite support.

Onsite Support coverage includes the following services:

- If Avaya determines a fault cannot be resolved remotely and onsite intervention is required, Avaya will dispatch Avaya's field technical resources or designated resource to return the Supported Product to operational condition, including replacement parts as necessary.
- Installation of technician-installable Updates (defined in Appendix A), according to the following chart.

	Types of Coverage	
	Onsite Support 8x5	Onsite Support 24x7
Class 1 and 2 Updates	During Standard Business Hours*	24 hours per day, 7 days per week
Class 3 Updates	During Standard Business Hours*	During Standard Business Hours*

* Updates will be installed after Standard Business Hours upon Customer request and subject to the Customer's express approval of time and materials charges using Avaya's then current Maintenance Per Incident rates.

- Other Onsite Support that is mutually agreed and scheduled.

Advanced parts replacement and dispatch of Avaya's field technical resources will be at the discretion of Avaya, not the end user customer, after proper remote trouble investigation has occurred. Customers requesting advanced parts replacement or dispatch of Avaya field technical resource will be billed appropriately per the current Per Incident Time and Material rates. Once Avaya determines a fault cannot be resolved remotely and onsite intervention is required, Avaya will use commercially reasonable efforts to dispatch and coordinate the scheduled arrival time for the Avaya field technical resource or designated resource:

- Within four (4) hours for an Outage or Severe Business Impact request if the site is located in the U.S. or if the site is located outside of the U.S. and is included in the Country Availability and Major Cities addendum.

- If the Customer has purchased 24x7 Onsite Support, the scheduled arrival time will be based on site access and availability of the Customer's authorized representative.
- If the Customer has purchased 8x5 Onsite Support, Avaya will provide out of hours support for an Outage or Severe Business Impact request upon Customer request and subject to the Customer's express approval of time and materials charges using Avaya's then current Maintenance Per Incident rates.
- Within two (2) Standard Business Hours for an Outage or Severe Business Impact request if the site is located within a certain major metropolitan area in the U.S. and Canada confirmed by Avaya and only for eligible Supported Products (i.e., Communication Manager).
- As confirmed by Avaya for arrival times related to an Outage or Severe Business Impact request if the site is located outside of the U.S. and is not included in the Country Availability and Major Cities addendum.
- By close of the next business day during Standard Business Hours for a Business Impact request. Avaya will provide support outside of Standard Business Hours for a Business Impact or Non-Service Impact request upon Customer request and subject to the Customer's express approval of time and materials charges using Avaya's then current Maintenance Per Incident rates.
- As mutually agreed during Standard Business Hours for any other onsite support.

A. Exclusions from Onsite Support Coverage

The following exclusions apply to Onsite Support:

- Remaining onsite outside of Coverage Hours or after resolution of a problem in the Supported Products.
- Providing standby service, such as the Customer requesting field technicians to be present on the Customer's premises during electrical power shutdowns, disaster recovery tests, or special events.
- Trouble isolation and fault management associated with the installation of Updates other than to correcting faults for a Standard Operating Environment.
- Replacement of terminals. T/M charges would apply for onsite terminal replacement.
- Replacement of parts that are consumables, accessories or minor materials, including, but not limited to: batteries (as specified below), headsets, remote controls (TV & video), printer ribbons, back-up tapes or other blank media, wall brackets, rack mounting and other hardware kits, face plates, bezels, blank panels, designation strips, technical documentation, labels and removable media.
 - Outside of the U.S. and Canada, batteries associated with Uninterruptible Power System (UPS) and direct current batteries are considered a consumable product and replacements must be purchased and installed by the Customer.
 - Batteries associated with a Redundant Array of Independent Disks (RAID) controller, commonly found in servers, are considered a consumable product and replacements must be purchased and installed by the Customer.
 - Batteries providing very limited (nominal) power holdover in the event of loss of public utility power such as in Definity® systems or as part of terminal power supply backup power are considered a consumable product and replacements must be purchased by the Customer. **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.
- Customized system features or reports created by the Customer or third parties. If Avaya determines that a problem is due to the Customer's or a third party's custom application, then resolution and diagnostic fees may be charged at Avaya's then current Maintenance Per Incident rates.
- The provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to Supported Products or terminal replacement.
- Customization of, or labor to install, a software application on the Supported Product.
- Services and all support not directly attributable to a fault in Supported Products (including faults in the Customer's own network or the public network).
- 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.
- Your Avaya Support Services Agreement does not cover troubleshooting or resolution of any issues caused by your use of root access to Avaya software or by any third party software use by you. Any

requested Avaya support to return the communication systems to proper operating condition shall be charged at Avaya's commercial time-and-material rates. Any detrimental impacts due to the use of root access shall not be grounds for imposing a contractual penalty upon Avaya, and you may not pursue any claim against Avaya arising out of or relating to your use of root access. Avaya's support services obligations may be further limited by the Support Limitations and Exclusions described in the Service Agreement Supplement.

5. Maintenance Software Permissions (MSPs) and DADMIN Logins

Maintenance Software Permissions (MSPs) and DADMIN logins are applicable only to all Avaya Aura® Communication Manager (CM) Releases, including earlier versions such as DEFINITY®, G3V4 – R7 and G3V3.

MSPs provide the technological ability to execute certain on demand maintenance commands to a customer that is logged into an Avaya PBX system using a username and password reserved for customers (called a "Customer Login"). In this way, MSPs provide support services capabilities used to respond to some alarms and to aid in identifying and resolving problems with a system.

Customers may have access to MSPs, at no charge. One way to request MSPs is through Avaya's MSP Activation page (<https://support.avaya.com/MSPActivation>).

For all Avaya PBXs sold before May 2008, including CM 4 and earlier releases, both the customer that purchased the PBX and any agent acting on its behalf – including an unauthorized maintenance provider ("UMP") or independent service provider ("ISP") – may use MSPs at no charge.

Customers that purchased Avaya PBXs since May 2008, including CM 5.0 and later releases, also have access to MSPs at no charge, but such customers might breach their contracts with Avaya by allowing an UMP or ISP (or any other agent that is not authorized by Avaya) to use the on demand maintenance commands enabled by MSPs.

The DADMIN login was developed for and is licensed only to Avaya's authorized channel partners, subject to customer approval and Avaya authorization. The DADMIN login provides the partner with support services capabilities. DADMIN logins may be used only by authorized partners in accordance with the applicable Avaya license terms. DADMIN logins are not transferable or assignable, and they are not to be provided to customers or any unauthorized third parties.

Three other levels of Avaya Logins also exist – CRAFT, INADS and INIT – but these logins are reserved for the exclusive use of Avaya associates. UMPs do not have a license or permission from Avaya to use CRAFT, INADS, INIT or DADMIN logins.

For additional information about MSPs or DADMIN logins, please refer to Avaya's Intellectual Property Policy for Customers and Partners.

6. Terminal Replacement

Terminal Replacement is available when Parts or Onsite Support coverage is in effect. This option is priced and billed separately.

Terminal replacement provides an option for the Customer to purchase an add-on service for the advance replacement of Avaya terminals. Replacement terminals will arrive next business day and does not include onsite service. T/M charges would apply for onsite terminal replacement.

This service provides advance replacement of any covered terminal that Avaya determines to be inoperative. Advance replacement of the Avaya terminals will be provided per the terms and procedures described in the Parts Coverage section of this Service Description.

This coverage is priced per gateway. Terminals do not have to be co-located with a gateway, but they must be registered at a gateway that is covered by Terminal Replacement.

7. Customer Responsibilities

For the term of the support coverage, the Customer must:

- Provide Avaya with remote system access via an Avaya-approved connectivity method as provided in this Service Description, unless specifically negotiated and agreed upon by Avaya and Customers as to how technical delivery will be supported. Failure to provide Avaya with remote system access, will likely result in additional support efforts on a billable basis.
- Have active Support Advantage Essential or Preferred Support coverage on the Supported Products receiving Parts or Onsite Support coverage.
- 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, including the removal of deactivated equipment. This includes removing the programming for any inactive or moved equipment administered in the customer's Communication Manager.
- Follow all of the Avaya installation, operation and maintenance instructions.
- Provide the proper environment for the Supported Products, including electrical and telecommunications connections as specified by Avaya.
- Define internal procedures to maintain control of the original software media including creation of backup copies.
- Maintain a procedure external to the software program(s) and host computer for reconstruction of lost or altered files, data or program to the extent the Customer deems necessary.
- Notify Avaya of any software/hardware upgrades. Updates to, or additions of any new software, hardware and/or applications to the existing systems, if such upgrades, additions or software/applications were purchased from a vendor other than Avaya.
- Notify Avaya prior to moving any Supported Products covered by this Service Description.
- Provide remote and onsite access to the Supported Products during Coverage Hours to enable Avaya or its designated resource to perform onsite support. 'Access' includes physical access as well as network access to Supported Products. Additional charges may apply if an Avaya field technician is scheduled to service equipment and the technician must wait one (1) or more hours after arriving onsite for equipment to become available for servicing.
- Use the "Avaya Products Security Handbook" available at <http://support.avaya.com> along with the individual product documentation to secure remote access capabilities.
- Provide system passwords and equipment access control features required for Avaya to provide support.
- Provide adequate communications facilities and workspace for Avaya's field technician.
- Ensure the Customer's authorized staff for operation and maintenance is available during the support period. The Customer's staff must have the authority to make decisions on the Customer's behalf

concerning the maintenance and service support of Supported Products. The authorized staff is responsible to:

- Approve of out-of-hours technical support 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.
- Arrange for access at times other than Standard Business Hours and which may include special security arrangements for Avaya personnel such as badges, door codes, and clearances (as required).
- Request advance replacement of parts only for the eligible Supported Products.
- Return faulty parts to Avaya according to the guidelines included in the Parts Coverage section of this Service Description.

8. General

A. Billing and Contract Start Date

Support will commence and be chargeable as follows:

- If Avaya sells and installs the Supported Products, support will commence on the date Avaya notifies the End Customer that the Supported Products are installed according to specifications.
- If Avaya sells the Supported Products directly, but does not install the Supported Products, support will commence on the earlier of the date when software (i) features are enabled, (ii) is downloaded to the target processor or (iii) is physically delivered to the Customer premises.
- If the Supported Products are purchased through an Avaya Partner (including Support Advantage Retail), regardless of what company installs the supported products, Support and billing will commence in accordance with the below schedule:

Order Type	Commence Support and Billing on the First Day of Month
New Supported Products	Second Month*
Upgrades of existing products already under SA support coverage, including licenses	Second Month*
Increases in the quantity of existing products already under SA support coverage	First Month*
Same order for increases in the quantity of existing products already under SA support coverage contains new Supported Products or an upgrade	Second Month*
Same order for increases in the quantity of existing products already under SA support coverage and new Supported Products or an upgrade, also contains increases in the quantity of existing Third Party Products already under SA support coverage	First Month*

* Month following the date that the order for the Supported Products is accepted by Avaya in its order processing system

Note –

- For Third Party Products support commencement may vary from the above dates.
- If an earlier commencement from the above dates is being requested, then this must apply to all line items in the order.

B. True Up

Avaya may perform true ups to determine if additional Avaya Servers and Gateways have been added as Supported Products and bill for the Avaya Servers and Gateways.

C. Renewal of Coverage

Support Advantage coverage for Supported Products will automatically renew at the end of the initial term of coverage and any renewal term under Avaya's then current Service Description applicable to Supported Products, unless either party provides written notice of its intent not to renew such coverage at least 30 days prior to the renewal date. If the Customer is an Avaya authorized reseller or distributor, renewals will not be automatic unless auto-renewal is available from Avaya. Auto-renewal for authorized resellers and Distributors is not available in all regions. Support Advantage 1-year and multi-year support agreements will renew at then-current rates and for a similar term length as the expiring agreement. Where auto-renew is available, multi-year support agreements will automatically renew as a 3-year or 5-year support agreement, as applicable.

D. Re-initiation of Lapsed Coverage

A re-initiation fee will apply to reinstate support when coverage has lapsed. The applicable re-initiation fee will be invoiced and payable with the first billing of the new coverage. For details on the fees, refer to the [Support Re-initiation Policy](#).

Note:

1. The re-initiation fee is subject to change at any time.
2. Re-initiation fees are not discountable.
3. Time and Materials (T&M) support is not available if a support contract has lapsed.
4. Support is not available the day after the expiration date of the support contract.

E. Certification

Supported Products that are newly purchased, used or have not been continuously covered by Avaya support are all eligible for coverage; however, certification of the Supported Products may be required. Certification ensures that Supported Products are properly installed and in good working order.

Certification of Supported Products may be required when:

1. Supported Products classified by Avaya as "not customer-installable" were installed by a party other than Avaya, an authorized Partner or a manufacturer or manufacturer-authorized service provider (for non-Avaya products).
2. Avaya support coverage on Supported Products has lapsed for more than ninety (90) days or was never initiated.

Certification is not included in this Service Description and will be charged at Avaya's then current Maintenance Per Incident rates if Supported Products are not added under Support Advantage coverage within 45 days of certification completion. Avaya does not guarantee Supported Products subject to certification will be certified. If Supported Products are found to be ineligible for certification, the Customer is responsible for corrections required to make Supported Products eligible. A list of Support Advantage Supported Products is located at http://support.avaya.com/support_advantage.

F. Coverage Required for Hardware Components Within the Same System

All Avaya servers and gateways that are part of the same system at the same site must have the same level of coverage (i.e., Parts or Onsite Support). If the Customer is found to have varying levels of coverage on servers and gateways that are part of the same system at the same site, the servers or gateways covered at a lower level of coverage will be brought up to the higher level of coverage and Avaya shall bill the Customer for the incremental charge, calculated to be co-terminus with existing coverage.

G. Coverage Required for Avaya Integrated Solutions

All Avaya solutions that are integrated with other Avaya solutions (e.g., Communication Manager integrated with Avaya Call Center) can be covered by different levels of Support Advantage coverage but must have the same delivery option (either all Avaya Delivery or all Co-Delivery). A list of integrated solutions is located at http://support.avaya.com/support_advantage.

H. Coverage for Avaya Independent Products or Applications at Same Site

Independent or separate systems such as Communication Manager, Modular Messaging and Call Management System Supported Products at a single location can be covered by different levels of Support Advantage hardware coverage (e.g., Communications Manager with Onsite Support and Modular Messaging with Parts). If the Customer is found to have varying levels of coverage for components that are part of the same system at the same site, the components covered at a lower level of coverage will be brought up to the higher level of coverage and Avaya shall bill the Customer for the incremental charge, calculated to be co-terminus with existing coverage.

I. Dedicated Access

As an entitlement to the Customer's product purchase, Avaya will provide the Secure Access Link (SAL) Software Gateway in order to provide remote, secure access to the Customer's systems for support. The Customer should have the Software Gateway installed no later than the delivery date of the Avaya-installed systems/devices or prior to the commencement of support in all other situations, so that Avaya can perform the services as described. The IP address must be provided to Avaya as soon as it is available. The Policy set by the Customer must allow outbound connection from the Customer's location back to the Avaya Service Center in order for Avaya to provide remote support on a 24x7 basis or there may be degradation to the service and support the Customer receives from Avaya. The Avaya support obligations under this document are contingent on the provision of remote access. **If an Avaya-approved standard remote connectivity method is not approved and implemented by the Customer, Avaya is excused from any liability and contractual performance standards when using nonstandard connectivity methods. If using nonstandard connectivity methods, Avaya may not be able to provide support and Avaya may charge time and material charges using Avaya's then current Per Incident Maintenance rates if there is additional cost to Avaya in providing support to the Customer.**

J. Termination of Support

The Customer may terminate Services at any time during the current term upon at least 30 days written notice and shall be subject to payment of: (i) Support Advantage charges up to and including the date of termination, and (ii) cancellation fees.

Cancellation fees shall be equal to the Support Advantage charges that would otherwise be payable for the affected Support Advantage coverage for the remainder of the year of the Term in effect as of the effective date of the termination. The parties agree that the cancellation fees are liquidated damages comprising a reasonable estimate of Avaya's damages in the event of the Partner's early termination and are not a penalty. Unless already paid, the cancellation fees shall be immediately due and payable upon cancellation.

Cancellation fees will be calculated as follows for a 1 year agreement:

- Cancel in Year 1: Full amount of 1st year annual fees to be paid in full

Cancellation fees will be calculated as follows for a 3 year agreement:

- Cancel in Year 1: Full amount of 1st annual fees to be paid in full
- Cancel in Year 2: Full amount of 1st , 2nd year annual fees to be paid in full
- Cancel in Year 3: Full amount of 1st, 2nd and 3rd year annual fees to be paid in full.

Cancellation fees will be calculated as follows for a 5 year agreement:

- Cancel in Year 1: Full amount of 1st year fees to be paid in full
- Cancel in Year 2: Full amount of 1st and 2nd year annual fees to be paid in full
- Cancel in Year 3: Full amount of 1st, 2nd and 3rd year annual fees to be paid in full.
- Cancel in Year 4: Full amount of 1st, 2nd, 3rd and 4th year annual fees to be paid in full
- Cancel in Year 5: Full amount of 1st, 2nd, 3rd, 4th and 5th year annual fees to be paid in full

Support Advantage charges include amounts payable for Upgrade Advantage for the purpose of calculating cancellation fees.

All refunds for prepayments on contracts that are terminated other than due to Avaya's breach will be provided as a credit.

Avaya virtual application upgrades and/or migrations may require less hardware. As a result, Avaya monthly maintenance costs could be lower or hardware maintenance may not be required at a previously covered site. In these instances termination fees will not be applied, provided the same or better Avaya application support coverage level is maintained and any hardware required to implement the virtualized solution is purchased through the Avaya channel (i.e., direct or indirect), if such hardware is available via the Avaya channel.

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

Extended Services Support is provided only to the Avaya Customer purchasing support services (i.e., Support Advantage) for the affected Supported Products.

A list of products that are currently supported is available from Avaya at http://support.avaya.com/Support_Advantage.

9. 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	Yes	Yes	Yes	Yes
	Finland	Yes	Yes	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	Yes	Yes	Yes	Yes
	Poland	Yes	Yes	Yes	Yes
	Russia	Yes	Yes	No	Yes
	Slovakia	No	No	Yes	No
	Spain	Yes	Yes	Yes	Yes
	Sweden	Yes	Yes	Yes	Yes
	Switzerland	Yes	Yes	Yes	Yes
	U.A.E.	No	No	Yes	No
	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 Outage or Severe Business Impact 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 Onsite or Severe Business Impact 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, Medellín
	Mexico	Mexico City (Distrito Federal), Monterrey
EMEA	Austria	Vienna
	Belgium	Brussels
	Czech Republic	Prague
	Denmark	Copenhagen
	Finland	Helsinki
	France	Lyon, Marseille, Nantes, Paris
	Germany	Berlin, Düsseldorf, Frankfurt, Hamburg, Cologne, Leipzig, Munich, Stuttgart
	Hungary	Budapest
	Ireland	Dublin
	Italy	Milan, Rome

Region	Country	Major Cities
EMEA	Netherlands	Amsterdam, Rotterdam
	Norway	Oslo
	Poland	Warsaw
	Russia	Moscow, St. Petersburg
	Spain	Barcelona, Madrid
	Sweden	Stockholm
	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.	Outage and Severe Business Impact 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.

Appendix A: Definitions

Business Severity Categories:

Outage Service Request: A real-time service or product outage in a production system that could require drastic measures to restore (such as a system restart), severely downgrades service capacity, or results in a loss of service for a significant number of end users. This situation severely impacts productivity or creates a significant financial impact or presents a risk for loss of human life. NOTE: requires customer to commit to 24x7 dedicated resource until restoration/workaround.

Severe Business Impact Service Request: Severe degradation of production system or service performance for which there is no active workaround and problem severely impacts service quality or the control or the operational effectiveness of the product affects a significant number of users and creates significant productivity or financial impact. This situation materially obstructs the firm's ability to deliver goods or services Also includes automated product alarms which meet the Severe Business Impact criteria as noted above. NOTE: requires customer to commit to a 24x7 resource (if so entitled, or 8x5 if not) until restoration/workaround.

Business Impact Service Request: Significant degradation to the system's operation, maintenance or administration: requires attention needed to mitigate a material or potential effect on system performance, the end-customers or on the business. Also includes automated product alarms which meet the Business Impact criteria as noted above..

Non-Service Impact Service Request: A question or problem that does not immediately impair the functioning of the product or system and which does not materially affect service to end-customers. If related to a problem, the problem has a tolerable workaround. Includes consultation, records corrections, and administrative issues.

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

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

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

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

Coverage Hours: The hours of coverage purchased for Onsite Support which are either 8x5 or 24x7.

Critical Component: A part required to restore service for a Severity 1 or Severity 2 Service Request. Examples of a Critical Component include but are not limited to servers, processors, disk drives, power supplies or circuit packs.

End Customer: Means the end customer 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]).

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. Minor Releases are typically designated as a change in the digit to the right of the first decimal point (e.g. n.[y].z).

Non-Critical Component: Any other covered part that is not classified as a Critical Component.

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

Service Description: The Service Description may also be referred to as a Service Agreement Supplement (SAS), Statement of Work (SoW), or Customer Service Agreement Information.

Software Update: Changes in the software that typically provide maintenance correction only. An update is typically designated as a change in the digit to the right of the second decimal point (e.g., n.y.[z]), representing a re-release of the corrected software version, or an issue(s)-specific correction provided in the form of a patch, super patch, service pack, bug fix, etc.

Standard Business Hours: Monday through Friday (or any other local period of five (5) consecutive working days according to local custom) between the hours of 8:00 a.m. and 5:00 p.m. in the time zone where the Supported Products are located, excluding Avaya observed holidays (a list is available upon request).

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

Supported Products: The software and hardware products manufactured by Avaya and included on a service order form. Support for products manufactured by independent third parties (OEM products) may be included as Supported Products under a separate Service Description. These products are often serviced by third parties and the levels of service coverage and response intervals are designated by the third party performing the service. The service levels and response times contained in this document will not apply to these third party products.

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

Upgrade: A Major Release of software.

Upgrade Advantage: An offer that provides an upgrade subscription for Avaya-provided software.