Service Description

Verint Workforce Engagement Cloud and Extended Portfolio

For Customers with Avaya Infinity Platform (Cloud) or AXP Private Cloud in Azure or Avaya Aura Private Cloud, or Avaya Call Center Elite on-prem

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1. About this Document

This Service Description ("Service Description" or "SD") describes the Verint Workforce Engagement Cloud and Extended Portfolio ("SaaS Service") that Avaya LLC or the applicable Avaya affiliate ("Avaya") will provide to Customers (as defined below). It supersedes all prior descriptions relating to such SaaS Services and includes all its attachments, exhibits and appendices. Customers use of the SaaS Service is governed by this SD and the terms and conditions of the written or online agreement between Customer and Avaya or an authorized Avaya partner ("Agreement").

Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Those terms, acronyms and phrases not defined in this document or the Agreement but in common usage in the information technology ("IT") industry, telecommunications industry or other pertinent business context shall have their generally understood meanings in such industries or other applicable business context.

The SaaS Services are sold directly and indirectly (i.e. through an authorized Avaya partner ("Partner") by Avaya.

While reasonable efforts have been made to ensure that the external links contained in this SD are accurate and up to date as at the date of publication, Avaya assumes no liability for any errors. From time to time Avaya may change or designate successor web sites to post the content referred to in this SD without notice to Customer or a need to change this SD.

1.1. Glossary

a. **Access Term** refers to the period commencing on expiration of the Ramp Period and continuing for the period set forth on the Order. Unless otherwise specified on the Order, an Access Term shall commence upon the date Avaya accepts the applicable Order. In the event Customer places additional Orders for the same SaaS Service, Avaya may co-term an Access Term in accordance with **Section 1.1.h** below. Each Access Term subscribed is non-cancellable, except as otherwise provided herein (including without limitation with respect to any termination for convenience).

b. **AI Development Policy** means Verint's internal development policy concerning responsible and ethical AI development practices which satisfies the requirements specified in **Section 7.3**.

c. **AI Model** means Artificial intelligence models developed by Verint and made generally available by Verint as a part of subscribed SaaS Services. AI Models include any third party artificial intelligence models incorporated into the AI Models provided by Verint hereunder, but do not include any such models provided by Customer for use with the SaaS Services.

d. **Available Countries** – refers to countries where the SaaS Service is available. SaaS Services are not available in every country. For specific country availability, please contact your account manager or Avaya Partner.

e. **Customer**, means as the context requires:
   - the entity that has purchased the SaaS Service from Avaya;

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- a reseller that has purchased the SaaS Service from Avaya for resale to a Customer; or
- a Distributor that has purchased the SaaS Service from Avaya for resale to a reseller for further resale to a Customer

In all the cases mentioned above, the SaaS Service should be purchased for internal business use only and not for further distribution or resale to any third party.

f. **Customer Data** means all content and data, including, without limitation any Personal Data, technical information about a device, system or application Software, location data, either provided by Customer or entered on Customer's behalf, in either case, through use of the products and services provided by Verint, or collected or generated by those products and services on behalf of Customer, and which remains in Verint's possession and control for further processing.

g. **Customer Environment** means the computing environment (excluding any Software expressly provided by Verint on an Order) separately procured, prepared and maintained by Customer for the access and use of the products and services, where such computing environment meets Verint's then-current minimum requirements for the applicable products and services.

h. **Co-Termination -** For purposes of this section, "co- termination" means either co-terming an Access Term with (i) an existing Verint SaaS Service or (ii) an Avaya service that does not include a Verint SaaS Service. Avaya may co-term as follows: (a) additional access rights to existing Verint SaaS Service for the remaining Access Term for such SaaS Service, (b) new SaaS Service Orders for different SaaS Services for the remaining Access Term of the existing SaaS Services, and (c) Orders for Verint SaaS Services for Customers who have existing Avaya Services other than the Verint SaaS Services, for the remaining duration of the term for such Avaya services.

i. **Data Subject** means an identified or identifiable natural person who (a) uses the products or services provided by Verint and/or (b) about which information is collected or generated as a part of the products or services provided by Verint. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person which shall include information collected by the use of web-site cookies and IP addresses.

j. **Designated Employees** hereby means a reasonable number of Customer Personnel (including Customer's system administrator(s)), who have received training from Verint. Designated Employees may be changed by notice to Avaya.

k. **Documentation** means Verint's documentation describing the specifications and use of the products and services provided by Verint, as updated from time to time.

l. **Emergency Downtime** is referred to any downtime required to mitigate risk associated with an imminent threat to data integrity or to remediate a security vulnerability, and, provided applicable downtime does not exceed more than two (2) hours per calendar month, any other downtime required to mitigate imminent risk to system availability or continuity of an essential service.

m. **Error** refers to a failure of the SaaS Services to substantially conform to the Documentation, that Verint can replicate, or Customer can duplicate.

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n. **Error Correction** relates to revisions, modifications, alterations, and additions to the SaaS Services, installed by Verint in the Hosted Environment as bug fixes or workarounds to resolve Errors.
o. **Fees** means any and all fees as specified in this Service Description, which, unless otherwise specified on an Order
p. **Hosted Environment** hereby means Verint or its third party's technical environment required to operate and provide access to the relevant SaaS Services.
q. **Inputs** means any information provided by Customer for processing by an AI Model. Inputs are Customer Data.
r. **Intellectual Property Rights** hereby means any and all tangible and intangible rights, title and interest in and to: (i) works of authorship, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, (ii) trademarks and trade names, (iii) Confidential Information, trade secrets and know-how, (iv) patents, designs, algorithms and other industrial property, (v) all other intellectual and industrial property rights whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force.
s. **Order** means an Order placed by the Customer to Avaya referencing a quotation from Avaya and accepted by Avaya either by electronic mail, at the email address provided by Customer to Avaya, by other agreed means of electronic communication, or by commencing to perform Services.
t. **Outputs** means the outputs generated as a result of processing Inputs through an AI Model. Outputs are Customer Data.
u. **Overage** - Measured on a monthly basis, any actual usage of the SaaS Service which exceeds the SaaS Access Rights subscribed to by Customer under any Order(s) applicable to the SaaS Service
v. **Party** refers to Avaya or Customer individually and "Parties" refers to Avaya and the Customer.
w. **Personal Data** means any information relating to an identified or identifiable natural person ("Data Subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person and in the context of Verint's obligations under this Service Description document, shall mean the Personal Data that remains in Verint's possession and control for further Processing in accordance with, and as further described in, this Agreement.
x. **Personnel -** With respect to Customer, (i) each of Customer's and/or Customer's affiliates employees and independent contractors (in each case, not a competitor of Verint), under obligations (a) of confidentiality and nondisclosure, and (b) to protect Verint Intellectual Property, and (ii) any other individuals with access to components of the products and services provided by Verint designated for external use, which use the products and services procured by Customer hereunder; with respect to Verint, each Verint employee or subcontractor under obligations of confidentiality and nondisclosure which performs on behalf of Verint hereunder.

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y. **Process(ing)(ed)** means any operation or set of operations which is performed by the SaaS Services upon Personal Data in connection with Customer's use of the SaaS Services, whether or not by automatic means, such as access, collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, erasure, destruction or return, as described in this Service Description and as otherwise instructed by Customer.

z. **Product** means collectively, the Hardware, Software and related Documentation provided by Verint to Customer under this Service Description.

aa. **Production Ready** means either a) completion of implementation services applicable to an initial production-ready milestone, as defined and contracted for with Avaya in a separate Statement of Work, or, if not so defined, b) when the SaaS Services have been provisioned with a base configuration sufficient to allow one or more Customers to access the SaaS Services and, unless otherwise specified on the Order.

bb. **Professional Services** means installation, configuration, training, consulting and/or, except with respect to SaaS Services, other services provided to Customer hereunder.

cc. **Professional Service Fee** hereby means the fees identified at the time of and on each Order on a fixed fee or time and material basis for Professional Services to be performed.

dd. **Privacy Laws** relates to laws as applicable to Personal Data in the context and jurisdiction of the Processing, concerning the regulation of the collection, processing, data security, and trans-border data flows, use of web-site cookies, email communications, use of IP addresses and meta-data collection.

ee. **SaaS Access Fees**. The fees due to Avaya, as further specified in the Order, for use of the SaaS Services to the extent of the SaaS Access Rights, plus fees for any Overage.

ff. **SaaS Access Rights**. The type and quantity of SaaS access rights granted to Customer for use during the applicable Access Term.

gg. **SaaS Services** means the Software, operating in the online services offered by Verint, as more fully described in the Documentation, and all SaaS Access Rights, each as specified on an Order, but expressly excluding any Portal Services.

hh. **Scheduled Downtime** if referred to as any downtime scheduled to perform system maintenance, backup and upgrade functions for the Hosted Environment and SaaS Services, and any other downtime incurred as a result of a Customer request.

ii. **Service Levels** means the level of commitments with respect to the maintenance and support of the SaaS Services; provided SaaS Service Levels shall not apply to pilots, development, test sandbox and other non-production offerings.

jj. **Statement of Work or SOW** means a statement of work executed by the Customer and Avaya, which specifically states that it is governed by the Agreement and this Service Description.

kk. **Software** hereby means computer application programs (including, if applicable, any Updates and other developments provided to you hereunder) in object code form developed and owned by Verint or its licensor(s) and licensed hereunder.

ll. **Total Time** means the total number of minutes in the applicable month.

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mm. **Unscheduled Downtime** is referred to any time outside of the Scheduled Downtime and Emergency Downtime when the SaaS Service is not available to perform operations. Unscheduled Downtime is measured in minutes.

nn. **Updates** is periodic improvements or additions to the SaaS Services, including Error Corrections and other changes to the SaaS Services, that may be provided hereunder, but excluding any new feature or substantial additional functionality available for the SaaS Service.

oo. **Uptime Percentage** is Total Time minus Unscheduled Downtime, divided by Total Time.

1.2. Unit of Measure Definitions:

a. **"Named Employee"** means any person whose identification is recorded for use by the SaaS Service Software and/or program for any purpose. This user access right is personal to the individual to whom it is is assigned and may not be used by any other individual. Personnel who have reached and/or passed their end date in the system are not considered Named Employees. A Named Employee user access is assigned to an individual and may not be re-assigned on a temporary basis nor may individuals be rotated in and out of active use.

b. "**Concurrent Users**" means the highest number of agents who use the particular SaaS Service(s) at the same time during the applicable month

c. "**Completed Interviews**" means, during an annual period, the number of applicants submitting a completed assessment process through use of the SaaS Services. Completed Interviews are not cumulative, and the quantity resets each annual period subscribed.

d. "**Kilo Monthly Minutes**" means one thousand (1,000) sixty (60) second intervals processed by the SaaS Service Software during each calendar month. Prepaid Kilo Monthly Minutes not consumed during a single month are forfeited and are not carried over to the next month.

e. **"Server"** means a physical or virtual computer server upon which the SaaS Service Software and/or Product is to be installed and used.

f. **"Interactions"** means the total aggregate number (measured over each 12-month period commencing on the effective date of the applicable Order) of (i) distinct individuals who send or receive content over any channel within a 24-hour period; and/or (ii) knowledge articles and all content types viewed. Interactions not consumed during each 12-month period are not carried over and shall be reset at the beginning of each successive 12-month period.

g. **"Integration"** means the right to install and use the specified integration provided in the Order to connect the SaaS Service Software and/or program to a single third party system.

h. **"Instance"** means each copy of the relevant SaaS Service Software installed on one or multiple Servers acting as a single system.

i. "**Kilo Monthly Calls**" means one thousand (1,000) calls initiated, established and/or maintained of a communication from either (i) a telephony network; or (ii) an API to the SaaS Service Software during each calendar month. Prepaid Kilo Monthly Calls

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not consumed during a single month are forfeited and are not carried over to the next month.

j. "**Segment**" means data collected, stored, or aggregated by each unique brand, channel, domain, or subdomain.

k. "**Kilo Monthly Texts**" means one thousand (1,000) text messages comprised of any content of digital text and/or file attachments transmitted by a sender to one or more recipients at a given point in time during each calendar month. Prepaid Kilo Monthly Texts not consumed during a single month are forfeited and are not carried over to the next month.

2. Service Entitlements

The SaaS Service that leverages the latest Workforce Engagement release as a primary component in this cloud-based service.

The SaaS Service is an integrated cloud-based solution that enables the contact center and enterprise to have the right workforce with right skills doing the right things and doing them well to achieve corporate objectives.

The SaaS Service is available as a fully hosted service by Verint in multi-tenant environment or can be deployed in hybrid set up (available with Avaya Call Center Elite offer only)

2.1. Avaya Enablement Services (AES)

The SaaS Services are enabled as a trusted application of AES. DMCC/TSAPI licenses do not need to be purchased by the Customer to access the SaaS Service from AXP Private Cloud in Azure or Avaya Aura Private Cloud or Avaya Call Center Elite.

2.2. Service Options

The below provides a summary of the SaaS Service Product(s) or bundle packages available within the respective Avaya offers:

- Avaya Infinity Platform (Cloud)

Avaya Infinity Bundle (includes the following Verint Products)	Products
Essentials Voice Bundle	Voice recording
Essentials Digital Bundle	Text recording

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Advanced Bundle	Voice recording, Screen Recording, Text Recording, Quality Management and Data Insights Essentials
Ultra Bundle	Voice recording, Screen Recording, Text Recording, Quality Management, Speech Analytics, Exact Transcription BOT, Workforce Management, Voice Survey, Data Insights Enterprise and Genie BOT (digital)

Upbuy Options - Adding features/products in a bundle within the same release

- Essentials Voice Bundle to Advanced Bundle
- Essentials Digital Bundle to Advanced Bundle
- Essentials Voice Bundle to Ultra Bundle
- Essentials Digital Bundle to Ultra Bundle
- Advanced Bundle to Ultra Bundle

- AXP Private Cloud in Azure – Verint Package Add-On

Verint Package	Products
Base Package	Voice recording, Screen Recording, Application Triggers and Application Visualizer

- Avaya Aura Private Cloud – Verint Package Add-On

Verint Package	Products
Base Package	Voice recording, Screen Recording, Application Triggers and Application Visualizer

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- Avaya Call Center Elite – Verint Package Add-On

Verint Package	Products
Base Package	Voice recording, Screen Recording, Application Triggers and Application Visualizer
Advanced Package	Voice recording, Screen Recording, Application Triggers, Application Visualizer, Quality Management and Interaction Quality
Premium Package	Voice recording, Screen Recording, Application Triggers, Application Visualizer, Quality Management, Interaction Quality, Automated Quality Management, Speech Analytics, Text Analytics and Workforce Management

Upbuy Options - Adding features/products in a bundle within the same release

- Base Package to Advanced Package
- Base Package to Premium Package
- Advanced Package to Premium Package
- Base Package + WFM to Premium Package
- Advanced Package + WFM to Premium Package

The following table provides a summary of the SaaS Service Products available with the respective Avaya offers. These SaaS Service Products can be ordered as add-on with available SaaS Service bundle packages or as ala-carte per the rules defined in the respective offer defintion documents:

	AXP On-Prem	AXP Private Cloud in Azure	Avaya Aura Private Cloud	Avaya Infinity Platform	Unit of Measure
Voice and Screen Recording	✔	✔	✔	✖	Named Employee
Voice and Screen Recording	✔	✔	✔	✖	Kilo Monthly Minutes
Voice Recording	✔	✔	✔	✔	Named Employee
Voice Recording	✔	✔	✔	✖	Kilo Monthly Minutes
Screen Recording	✖	✖	✖	✔	Concurrent User
Screen Recording	✔	✔	✔	✔	Named Employee
Screen Recording	✔	✔	✔	✖	Kilo Monthly Minutes
Call Risk Scoring Bot	✖	✖	✖	✔	Concurrent User
Call Risk Scoring Bot	✔	✖	✖	✔	Named Employee
Call Risk Scoring Bot	✔	✖	✖	✔	Kilo Monthly Calls
Face to Face Recording	✖	✖	✖	✔	Concurrent User
Face to Face Recording	✔	✖	✖	✔	Named Employee
Face to Face Recording	✔	✖	✖	✔	Kilo Monthly Minutes

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Capture Verification	✗	✗	✗	✓	Concurrent User
Capture Verification	✓	✓	✓	✓	Named Employee
Capture Verification	✓	✓	✓	✓	Kilo Monthly Minutes
Dual Voice Capture Resiliency	✗	✗	✗	✓	Concurrent User
Dual Voice Capture Resiliency	✓	✓	✓	✓	Named Employee
Dual Voice Capture Resiliency	✓	✓	✓	✓	Kilo Monthly Minutes
Dual Voice Retention	✗	✗	✗	✓	Concurrent User
Dual Voice Retention	✓	✓	✓	✓	Named Employee
Dual Voice Retention	✓	✓	✓	✓	Kilo Monthly Minutes
Interaction Export with Processing	✗	✗	✗	✓	Concurrent User
Interaction Export with Processing	✓	✓	✓	✓	Named Employee
Interaction Export with Processing	✓	✓	✓	✓	Kilo Monthly Minutes
Speech Analytics	✗	✗	✗	✓	Concurrent User
Speech Analytics	✓	✓	✓	✓	Named Employee
Speech Analytics	✓	✓	✓	✓	Kilo Monthly Minutes
Additional Languages	✓	✓	✓	✓	Server
Additional Lines of Business	✓	✓	✓	✓	Server
Real Time Coaching Bot	✗	✗	✗	✓	Concurrent User
Real Time Coaching Bot	✓	✓	✓	✓	Named Employee
Real Time Coaching Bot	✓	✓	✓	✓	Kilo Monthly Minutes
Interaction Wrap Up Bot	✗	✗	✗	✓	Concurrent User
Interaction Wrap Up Bot	✓	✓	✓	✓	Named Employee
Interaction Wrap Up Bot	✓	✓	✓	✓	Kilo Monthly Minutes
Exact Transcription Bot	✗	✗	✗	✓	Concurrent User
Exact Transcription Bot	✓	✓	✓	✓	Named Employee
Exact Transcription Bot	✓	✓	✓	✓	Kilo Monthly Minutes
PII Redaction Bot	✗	✗	✗	✓	Concurrent User
PII Redaction Bot	✓	✓	✓	✓	Named Employee
PII Redaction Bot	✓	✓	✓	✓	Kilo Monthly Calls
Quality Management	✓	✓	✓	✓	Named Employee
Quality Management	✗	✗	✗	✓	Concurrent User
Interaction Quality Add-On to QM	✗	✗	✗	✓	Concurrent User
Interaction Quality Add-On to QM	✓	✗	✗	✓	Named Employee
Quality Bot	✓	✓	✓	✓	Named Employee
Quality Bot	✗	✗	✗	✓	Concurrent User
Workforce Management	✓	✓	✓	✓	Named Employee
Workforce Management	✗	✗	✗	✓	Concurrent User
TimeFlex Bot	✓	✓	✓	✓	Named Employee
TimeFlex Bot	✗	✗	✗	✓	Concurrent User
Application Visualizer and Triggers	✓	✓	✓	✓	Named Employee
Application Visualizer and Triggers	✗	✗	✗	✓	Concurrent User
Application Visualizer	✓	✓	✓	✓	Named Employee
Application Visualizer	✗	✗	✗	✓	Concurrent User
Application Trigger	✓	✓	✓	✓	Named Employee
Application Trigger	✗	✗	✗	✓	Concurrent User
Text Recording	✓	✗	✗	✓	Named Employee
Text Recording	✓	✗	✗	✗	Kilo Monthly Texts
Text Analytics	✓	✗	✗	✓	Named Employee
Text Analytics	✓	✗	✗	✓	Kilo Monthly Texts
Text Analytics	✗	✗	✗	✓	Concurrent User
Desktop and Process Analytics	✓	✓	✓	✓	Named Employee
Desktop and Process Analytics	✗	✗	✗	✓	Concurrent User
Intent Discovery Bot	✓	✗	✗	✓	Annual Interactions
IVA Voice Bot	✓	✗	✗	✓	Annual Interactions
IVA Digital Bot	✓	✗	✗	✓	Annual Interactions
Voice Survey with VXML	✓	✗	✗	✓	Named Employee
Voice Survey with VXML	✗	✗	✗	✓	Concurrent User
Genie Bot (Voice)	✓	✗	✗	✓	Named Employee
Genie Bot (Voice)	✗	✗	✗	✓	Concurrent User
Data Insights Enterprise	✓	✗	✗	✓	Named Employee
Data Insights Enterprise	✗	✗	✗	✓	Concurrent User
CX/EX Scoring Bot	✓	✗	✗	✓	Named Employee

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CX/EX Scoring Bot	✗	✗	✗	✓	Concurrent User
1TB Additional Storage	✓	✓	✓	✓	Terabyte
Intelligent Interviewing[2]	✓	✓	✓	✓	Completed Interviews
Knowledge Management Professional	✓	✗	✗	✓	Named Employee
Knowledge Management Professional	✓	✗	✗	✓	Annual Interactions
Knowledge Management Enterprise	✓	✗	✗	✓	Named Employee
Case Management Professional	✓	✗	✗	✓	Named Employee
Case Management Professional CTI Adapter	✓	✗	✗	✓	Named Employee
Case Management Professional Data Model and Reports for Power Business Intelligence	✓	✗	✗	✓	Server
Case Management Professional Messaging	✓	✗	✗	✓	Instance
Channel Automation (Channels Only)	✓	✗	✗	✗	Named Employee
Channel Automation (Channels + Bots)	✓	✗	✗	✗	Named Employee
Channel Automation (Channels + Bots)	✓	✗	✗	✗	Annual Interactions
Voice Integration	✓	✗	✗	✗	Named Employee
Voice Integration	✓	✗	✗	✗	Annual Interactions
Bring your Channel	✓	✗	✗	✗	Named Employee
Experience Management Web and Mobile	✓	✗	✗	✓	Bundle
Experience Management Segment	✓	✗	✗	✓	Segment
Voice Survey with Vxml for 3rd Party IVR	✓	✗	✗	✗	Named Employee
Voice Survey with Verint IVR	✓	✗	✗	✗	Named Employee

[2]*Available in North America, CALA, APAC (Philippines and India) only and supports English and Spanish languages.*

3. Service Exclusions

Below is a list of items that are not included in the SaaS Service:

- Features or functionality that are not documented in this SD are not provided by Avaya under the SaaS Service.
- Implementation of the SaaS Service, and training on use of the SaaS Service is not included. Implementation and training services is purchased from Avaya separately.
- The SaaS Service provides access to the most current Software as a service version only. Access to earlier Software versions as a service will not be provided.

4. Customer limitations, obligations and restrictions

4.1. Customer access and obligations

4.1.1. Access Rights

During the Access Term, and solely for Customer and its affiliates' internal business use (which may include external use of designated components by Customer's Personnel), Verint grants to Customer a non-exclusive, non-transferable, non-assignable, personal right to use the SaaS Services specified in an Order through internet access, up to the extent of the SaaS Access Rights specified in that Order, plus any Overage. With respect to the Documentation applicable to the SaaS Services, Customer may make a reasonable number of copies of the Documentation solely as needed for Customer's and its affiliates' internal business purposes. With regards to the on-premise components and related Documentation, Verint grants to Custmomer, and Customer accepts, a nonexclusive, nonassignable, and nontransferable limited license during the Access Term to use the applicable on-premise components and related Documentation solely in conjunction with

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the SaaS Services for Customer's and its affiliates' internal business purposes, and subject to the terms and conditions of this Service Description document.

4.1.2. Access Restrictions

Customer acknowledges and agrees that the use rights provided hereunder do not grant any rights not explicitly expressed. All other such rights and interests in Verint Intellectual Property (including any derivatives thereto) are expressly reserved, owned by and remain vested in Verint and its third party vendor(s), and except for the limited use rights granted hereunder, Customer shall not assert any right, title, or interest in or to any Verint Intellectual Property, or portion thereof. Without limiting the foregoing, Customer acknowledges and agrees that no rights or any other interests are provided to Custoemr with respect to: (i) rights in or to the Hosted Environment, or SaaS Services, beyond those rights specified herein, (ii) rights to provide access or use of the Hosted Environment, SaaS Services and on-premise components to any other party, including, without limitation, any uses in the nature of a service bureau or application services provider, (iii) rights to obtain possession of copies of any component of the Hosted Environment or any Software used to provide or perform the SaaS Service except with respect to on-premise component(s), and then only as expressly provided for in **Section 4.1.1**, or (iv) representations, warranties or other third party beneficiary rights from any Verint vendor.

4.1.3. Ownership, Use and Disclosure

Verint acknowledges it receives no ownership or, except to the extent specified herein, other rights in any Customer Data, and all rights, title and interest in such Customer Data remain with Customer. Verint shall not, and shall not permit its Personnel to use or disclose Customer Data, unless authorized by the terms and conditions of this Service Description document, or by the Customer in writing. Verint may access, process, and use in accordance with the terms and conditions of this Service Description document, but not otherwise use or disclose, Customer Data for purposes of planning, support, administration and invoicing related to Customer's use of the SaaS Services, and improving or creating enhancements to or new offerings related to the SaaS Services, provided no Customer Data is incorporated or contained within such enhancements or new product offerings.

4.1.4. Privacy Laws

In addition to all other obligations in this Service Description document with respect to Customer Data, each Party agrees to comply with its obligations under Privacy Laws, and in the context of any Processing of Personal Data through the provision of the SaaS Services, support and/or Professional Services, the Parties shall comply with the data privacy regulations as defined in the Agreement

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5. Customer Responsibilities

5.1. Passwords

All access codes and passwords are personal to the individual to which it is issued. Customer and its Personnel are responsible for maintaining the confidentiality and security of all access codes and passwords issued, and ensuring that each access code and password is only used by the individual authorized. To the extent Verint assigned Customer with administrative rights to create access codes and passwords for its Personnel, Customer shall be responsible for issuing such passwords.

5.2. Customer Data and Use of SaaS Services

5.2.1. Customer Data

Customer agrees that Customer is solely responsible for: (i) lawfully obtaining any Customer Data and other information Customer provides while using the SaaS Services, (ii) providing all required notices under applicable Privacy Laws and obtaining all rights and consents necessary to collect, retain, use and/or disclose the Customer Data, (iii) ensuring the Processing, collection, retention and other processing of Personal Data in connection with the use and delivery of the SaaS Services does not violate the rights of Data Subjects or the Privacy Laws, and (iv) the accuracy, completeness, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. By providing any Customer Data or other information, Customer acknowledges and agrees that such information does not (x) violate any Intellectual Property Rights, publicity rights, or any other legal rights; (y) violate any law, rule, order, judgment or regulation to which Customer or the Customer Data may be subject; or (z) violate **Section 5.2.2** below or any data privacy regulations as defined in the Agreement. Customer acknowledges and agrees that Verint is not responsible or liable for any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information, or content, or information or content that infringes or may infringe any copyright, patent, moral right, trade secret, confidential information, trademark right or any other right of a third party.

5.2.2. Use of SaaS Services

Customer shall be solely responsible for the (a) actions of its Personnel while using the SaaS Services, and (b) uploading, entry or processing of Customer Data and transmissions to or through the SaaS Services and any resulting Fees. Customer agrees to: (i) abide by all local, state, national, and international laws and regulations applicable to Customer's use of the SaaS Services, including without limitation all applicable laws and administrative regulations relating to the control of exports of commodities and technical information and/or Personal Data, and shall not allow any of its Personnel to access or use the SaaS Services in violation of any export embargo, sanction, prohibition or restriction, including but not limited to any party on a U.S. or any other applicable government restricted party list; (ii) provide any required notifications to Data Subjects, and obtain all rights and requisite consents from Data Subjects in accordance with all applicable Privacy

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Laws and other relevant laws in relation to the collection, use, disclosure, creation and processing of Personal Data in connection with this Service Description document and the use of the SaaS Services; (iii) not use the SaaS Services for illegal purposes; (iv) not knowingly upload or distribute in any way files that contain viruses, corrupted files, or any other similar Software or programs that may damage the operation of the Hosted Environment or SaaS Services; (v) not knowingly interfere with another Customer's use and enjoyment of the Hosted Environment, SaaS Services or another entity's use and enjoyment of similar services; (vi) not knowingly engage in or post or transmit "junk mail," "spam," "chain letters," or unsolicited mass distribution of email through or in any way using the SaaS Services; (vii) not interfere or disrupt networks connected to the Hosted Environment or SaaS Services; (viii) not, without lawful justification, post, promote or transmit through the SaaS Services any harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information or content of any kind or nature; and (ix) not transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability.

5.2.3. SaaS Services Restrictions

Except as otherwise specified in this Service Description document, expressly permitted in writing by Verint, or otherwise cannot be precluded under mandatory applicable law, Customer shall not, and shall not permit any other party to:

- Disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for, any part of the SaaS Services or on-premise components; adapt, modify, or prepare derivative works based on any of the Verint Intellectual Property; or use any of the Verint Intellectual Property to create any computer program or other material that performs, replicates, or utilizes the same or substantially similar functions as the SaaS Service;

- Alter, remove, or suppress any copyright, confidentiality, or other proprietary notices, marks or any legends placed on, embedded or otherwise appearing in or on any Verint Intellectual Property; or fail to ensure that all such notices and legends appear on all full or partial copies of Verint Intellectual Property or any related material; and

Sell, sublicense, lease, assign, delegate, transfer, distribute, encumber or otherwise transform any Verint Intellectual Property or any of the rights or obligations granted to or imposed on Customer hereunder.

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6. VERINT OBLIGATIONS AND RIGHTS

6.1. Service Levels

6.1.1. Uptime

Verint will use commercially reasonable efforts to ensure that the SaaS Services will be available 24 hours per day, 7 days per week, excluding any Scheduled Downtime and Emergency Downtime. In addition to any other notification requirements, Verint will provide Customer with a minimum of seven (7) days advance notice of Scheduled Downtime, and to the extent practical, twenty-four (24) hours advance notice of Emergency Downtime Verint may post a notice on the application log-in screen to notify Customer administrator of any Scheduled Downtime or Emergency Downtime that will exceed two (2) hours. In addition to any other permitted notification methods, Verint may post a notice on the application log-in screen to notify Customer administrator of any Scheduled Downtime that will exceed two (2) hours. The duration of any downtime is measured, in minutes, as the amount of elapsed time from when the SaaS Service is not accessible or does not permit Customer to log on, to when the SaaS Services permits Customer to log on and access the SaaS Service.

6.2. Service Level Credits

For Customers with SaaS Services bundled with Infinity offer, service level credits for SaaS Service will be applied as outlined in the Infinity Service Description document. This will be applicable for bundled products along with any other Verint SaaS Services purchased as add-on with the Infinity with WEM bundle offer.

For other Avaya offers, wherein Verint SaaS Service is purchased as an add-on, the below service level credits will be applicable if Verint does not meet the Uptime levels specified below, Customer will be entitled, upon written request, to a service level credit to be calculated, with respect to the applicable SaaS Service, as follows:

- If Uptime Percentage is at least 99.99% of the month's minutes, no Service Level Credits are provided; or
- If Uptime Percentage is 99.95% to 99.98% (inclusive) of the month's minutes, Customer will be eligible for a credit of 2.5% of a monthly average fee; or
- If Uptime Percentage is 99.0% to 99.94% (inclusive) of the month's minutes, Customer will be eligible for a credit of 5% of a monthly average fee; or
- If Uptime Percentage is 97.0% to 98.99% (inclusive) of the month's minutes, Customer will be eligible for a credit of 10% of a monthly average fee; or
- If Uptime Percentage is less than 97% of the month's minutes, Customer will be eligible for a credit of 25% of a monthly average fee.

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Customer shall only be eligible to request Service Level Credits if Customer notifies Avaya in writing within ten (10) days from the end of the month for which Service Level Credits are due. All claims will be verified against Verint's system records. In the event after such notification Avaya determines that Service Level Credits are not due, or that different Service Level Credits are due, Avaya shall notify Customer in writing on that finding. Service Level Credits will be issued to Customer following Customer's request and Verint's confirmation and, upon receipt, Avaya shall issue such Services Level Credits to the Customer.

6.3. Persistent Service Level Failures

For Customers with SaaS Services bundled with the Infinity offer, this section is not applicable.

For other Avaya offers wherein SaaS Service was ordered as an add-on offer, Customer shall have the right to terminate the affected SaaS Service and receive a pro-rata credit for the terminated unused SaaS Service in the event the Uptime Percentage has, in accordance with the preceding, confirmed to have fallen below 97% for three (3) consecutive months; provided, Customer notifies Avaya in writing within ten (10) days after such third (3rd) consecutive month.

6.4. Exceptions; Remedies

Rights under this **Section 6**, and the inclusion of any minutes in the calculation of Unscheduled Downtime are conditioned on: (i) prompt payment to Avaya of all fees applicable to that Customer, (ii) Customer performing all of its obligations, (iii) Customer's compliance with **Section 5.2**, (iv) Customer agreeing to use of the most current version of the SaaS Service, and/or (v) the Unscheduled Downtime not being caused by the failure of any third party vendors, the Internet in general, or any emergency or force majeure event, or issues caused by the Customer Environment or Customer specific configurations not expressly contemplated in the Documentation. Service Level Credits and, if applicable, the right to terminate shall be Customer's sole and exclusive remedy in the event of any failure to meet the Service Levels. Verint will only provide records of system availability in response to good faith Customer claims.

7. VERINT RESPONSIBILITIES

7.1. Backup and Recovery of Data

As a part of the SaaS Services, Verint shall maintain a backup of all Customer Data that Verint is required to retain as a part of the SaaS Services. In the event the Customer Data becomes destroyed or corrupt, Verint shall use commercially reasonable efforts to restore all available data from backup and remediate and recover corrupt data.

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7.2. Security

Verint shall implement and maintain the information security and data protection requirements described in the Information Security Schedule found at https://www.verint.com/our-company/legal-documents/dpa/security-schedule/ to protect Customer Data that is retained within the Hosted Environment. Verint reviews its security precautions on a regular basis and may modify them as required by legal, regulatory, and other requirements, provided such modification shall not reduce the level of protection of Customer Data. Verint shall maintain certifications, reports and standards control mappings for the SaaS Services as specified at the following link: https://www.verint.com/certification-product-matrix/ ("Certification Status"). As indicated available by its Certification Status, upon Customer's request, Verint will provide or make accessible to Customer the latest applicable SOC 2 Type II report, and current PCI DSS and other certifications documentation applicable to that SaaS Service. Verint may provide other equivalent or replacement industry standard reports as substitution of the internal control mapping reports, if applicable. In the event Verint achieves certifications, reports or standards control mappings for a SaaS Service where not previously achieved, the Certification Status for that SaaS Service shall be updated by Verint, and thereafter Verint's obligations under this Section shall apply. Upon reasonable written request, Verint shall provide an attestation of compliance with respect to the Certification Status and the terms and conditions in the Information Security Schedule. With respect to responses to security questionnaires, Verint shall provide its applicable industry standard security assessment questionnaire responses, which may be delivered through Verint's authorized provider.

7.3. AI MODELS AND TRAINING

7.3.1. AI Models

Verint represents and warrants that AI Models included with its SaaS Services satisfy the requirements under this Section. Verint shall maintain an AI Development Policy and make available to Customer a summary of that policy upon request. Such policy shall require: (i) adherence to principles of transparency, accountability, security and respect for privacy in the development of AI Models, (ii) documentation on the functioning of the AI Models, (iii) assessments of potential ethical, legal, and societal implications in the AI Model, and (iv) steps to mitigate in the AI Model any identified inherent adverse effects on individuals, communities, or society at large. During Verint's development of an AI Model, Verint shall take steps to (a) assess for and remediate inherent bias causing discrimination against individuals or groups based on protected characteristics, including but not limited to race, gender, age, or ethnicity, and (b) remediate conditions in the AI Model that preclude compliance with Privacy Laws. Verint shall use commercially reasonable efforts to monitor and update Verint's generally available AI Models to maintain compliance with the requirements in this Section.

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7.3.2. Inputs and Outputs; Training

Inputs and Outputs are Customer Data, limited for use by Verint to provide the SaaS Services to Customer and as specified in this Service Description document. Verint acknowledges and agrees (i) Inputs and Outputs are the Confidential Information of Customer and that Verint does not retain any rights, title, or interest in the Inputs or Outputs and shall not use, reproduce, or distribute the Inputs or Outputs for any purpose other than as permitted herein, and (ii) without Customer's written consent, Verint shall not train AI Models with Customer Data, including Inputs and Outputs. With respect to any AI Models trained specifically for Customer using Customer Data, Customer shall be responsible for assessing and monitoring the resulting trained AI Model, and such trained AI Model shall be made available for use solely by Customer.

8. SUSPENSION AND RELIEF

8.1. Service Suspension

In the event (i) Customer fails to pay Avaya any undisputed amounts past due with respect to that Customer, or (ii) Customer is in breach of **Section 5.2**, Verint shall have the right to immediately suspend without notice the SaaS Services and any Professional Services provided with respect to Customer hereunder until remediation.

8.2. Service Suspension

Customer acknowledges that each provision providing for ownership and/or protection of Verint Intellectual Property is material to this Service Description document, and that any threatened or actual breach thereof shall constitute immediate, irreparable harm to Verint. If Customer breaches or threatens to breach any such provision, in addition to any other remedies Verint may have, Verint shall be entitled to seek injunctive, equitable, or other equivalent relief against such breach directly from any court of competent jurisdiction without the requirement to post bond or other security. Customer agrees to cooperate with Verint, and to obtain all required consents, in the event a third party seeks to compel Verint to disclose Customer Data through any legal process. Verint is permitted to disclose Customer Data if required to do so by law or court order. To the extent legally permitted, Verint shall provide Avaya and Customer with advance notice to allow Avaya to take reasonable and lawful action to minimize the degree of such disclosure or to seek appropriate protective orders. Avaya shall be entitled to charge Customer for all costs and expenses (including reasonable attorney fees) incurred complying with or defending against such legal process, and on a time and material basis for any work performed to produce such Customer Data. Verint may also, to the extent legally compelled, remove any violating content posted on the SaaS Services or transmitted through the SaaS Services. Notwithstanding any other terms in this Service Description document, Verint shall not be liable to any person for any damages or losses resulting from any disclosure of Customer Data under such legal process.

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9. Offer or Service Overview

Avaya will charge Customer for using the SaaS Services depending on the features set out in the Order. Usage of each feature will be measured in accordance with the unit of measure defintion set out in **Section 1.2**. Prices for each unit of measure will be as set out in the Order, and invoicing will commence once the Order is placed.

Subscription model for Verint Workforce Engagement Cloud under different Avaya offers

Avaya Infinity Platform – Verint Workforce Engagement Cloud

- Initial Order options: 1-year, 2-year, 3-year, 4-year and 5-year
- Renewal Term options: 1-year, 2-year, 3-year, 4-year and 5-year

AXP Private Cloud in Azure– Verint Workforce Engagement Cloud

- Initial Order options: 3-year and 5-year
- Renewal Term options: 1-year, 2-year, 3-year, 4-year and 5-year

Avaya Aura Private Cloud – Verint Workforce Engagement Cloud

- Initial Order options: 3-year and 5-year
- Renewal Term options: 1-year, 2-year, 3-year, 4-year and 5-year

Avaya Call Center Elite – Verint Workforce Engagement Cloud

- Initial Order options: 1-year, 2-year, 3-year, 4-year and 5-year
- Renewal Term options: 1-year, 2-year, 3-year, 4-year and 5-year

The Customer decides the term length and the minimum monthly committed quantity.

Invoicing - For annual pay term option, invoicing will be annual pay upfront for fixed minimum commit and monthly in arrears for overages. In case of monthly pay term option, invoicing will be monthly in arrears for both minimum commit and overages.

In the event the Customer wishes to reduce the subscribed to minimum commit of a SaaS Service during an Access Term, the termination for convenience set forth **Section 11.1** shall apply, but solely with respect to the SaaS Services being reduced.

RENEWAL OF ACCESS TERM. Avaya shall provide to Partner/ Customer a renewal quote ninety (90) days prior to the expiration of each Customer's Access Term. Such renewal notice will include an uplift as follows: if Customer subscribes to a renewal Access Term of

- 60 months, 3%;
- 36 months, 5%;

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- 24 months, 8%;
- 12 months, 10%.

The Access Terms shall renew for no less than successive annual Access Terms unless either party provides notice to the other at least sixty (90) days prior to the expiration of the then-current Access Term of its decision not to renew those SaaS Services. For the avoidance of doubt, Orders are required for all renewal Access Terms. In the event Avaya does not receive a Order in accordance with this Section, Avaya will automatically terminate Customer's access rights as of the last day of the then-current Access Term.

10. Support Terms

Avaya Infinity Platform, AXP Private Cloud and Avaya Aura Private Cloud Customers with Verint SaaS Service may log support tickets for any fault or service interruption of the Verint SaaS Service with Avaya at https://onecare.avaya.com.

Avaya CC Elite Customers with Verint SaaS Service can log support tickets via https://support.avaya.com.

If necessary, Avaya support team will engage Verint support team to assist the Customer.

10.1. Business Severity Classifications

Following are the classification of the different severities:

Non-Service Impact	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.
Business Impact	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.
Severe Business Impact	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

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	materially obstructs the firm's ability to deliver goods or services. NOTE: requires Customer to commit to a 24x7 resource (if so entitled, or 8x5 if not) until restoration/workaround.
Outage	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 Customers. 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

10.2. Support Response Time

Following are the respective response time SLO's for the different issue severities.

	Outage	Severe Business Impact*	Business Impact & Non-Service Impact
Requests submitted via website	Within one (1) hour	Within two (2) hours	Within Standard Business Hours
Requests submitted via telephone	Within one (1) hour	Within two (2) hours	Next Business Day

- Outage Service Request requires Customers to commit to 24x7 dedicated resource until restoration/workaround.
- Severe Business Impact Service Request requires Customers to commit to a 24x7 resource (if so entitled, or 8x5 if not) until restoration/workaround.

10.3. Support Process

- **During Business Hours**

- If Verint identifies a service impacting incident during normal business hours:
  - Verint will send initial email notification to designated Customer distribution list(s) and Avaya distribution list(s). Email notification will include, but not be limited to:
    - Application(s) affected: i.e. Client Fraud Integration

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        - Date & Time of incident: DATETIME
        - Description of problem: Brief description here, including any relevant details such as host request / response
    - Verint will follow-up initial email notification with initial phone call to designated Customer primary point of contact.
    - Verint will remain engaged and provide regular updates through triage, trouble-shooting, escalation and resolution of issue(s).
    - Upon resolution of issue, Verint will ensure Root Cause Analysis (RCA) is published and distributed to appropriate email distribution lists.
        - If root cause on Verint' side, then Verint will publish & distribute RCA.
        - If root cause on Customer side, then Verint Support team will document the details in the Verint ticket for Avaya Support team to share with the customer
        - If root cause undetermined or multiple sources, Verint will ensure RCA is published and distributed as appropriate. For undetermined sources, tracking bugs will be opened to maintain a complete history of the ongoing analysis through resolution.

- If Customer identifies an issue:
    - The Customer will open a service request with Avaya support team to diagnose the issue and if required Avaya support will engage Verint support by opening a ticket with Verint. Verint support will coordinate with the Customer for further troubleshooting, the Avaya support team will monitor the Verint ticket and update details and resolution on their end after the Verint ticket is closed.

- **During After Hours and Holidays**

- If Verint identifies a service impacting incident after business hours and/or holiday:
    - Verint will send initial email notification to designated Customer distribution list(s) and Avaya distribution list(s). Email notification will include, but not be limited to:
        - Application(s) affected: i.e. Client Fraud Integration
        - Date & Time of incident: DATETIME
        - Description of problem: Brief description here, including any relevant details such as host request / response
    - Verint will follow-up initial email notification with initial phone call to designated Customer primary point of contact.
    - Verint will follow application or program specific SOP to attempt triage, trouble-shooting, escalation and resolution of issue(s).
    - If necessary, Verint will follow Customer's escalation path until appropriate resources are engaged.
    - Verint will remain engaged and provide regular updates through triage, trouble-shooting, escalation and resolution of issue.
    - Upon resolution of issue, Verint will send email notification to designated Customer distribution list(s) confirming resolution of issue.
    - On the next business day during normal business hours, Verint will ensure Root Cause Analysis (RCA) is published and distributed to appropriate email distribution lists.

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- If root cause on the Verint side, then Verint will publish & distribute RCA.
- If root cause on Customer side, then Verint Support team will document the details in the Verint ticket for Avaya Support team to share with the customer
- If root cause undetermined or multiple sources, Verint will ensure RCA is published and distributed as appropriate. For undetermined sources, tracking bugs will be opened to maintain a complete history of the ongoing analysis through resolution.

- If Customer identifies an issue:
  - The Customer will open a service request with Avaya support team to diagnose the issue and if required Avaya support will engage Verint support by opening a ticket with Verint. Verint support will coordinate with the Customer for further troubleshooting, the Avaya support team will monitor the Verint ticket and update details and resolution on their end after the Verint ticket is closed.

10.4. Escalation Process via MEA

The Management Engagement Activity (MEA) process provides a means to engage our management team to help manage Customer/ Partner open service request issue with the appropriate technical resources and the proper sense of urgency.

An MEA can be quickly and easily created from the Avaya support website or the Avaya support app.

1. Access the open Service Request
2. Click the ESCALATE button
3. Complete the fields labelled Reason, Circumstances, Business Impact, and Person to be Contacted
4. Click SUBMIT

10.5. Maintenance

- Verint Maintenance
  - All planned maintenance on the Verint platform are usually transparent to Customers and non-service impacting. If a planned maintenance will affect Customer and/or have service impact, Verint will notify Customer and Avaya no less than 1-week prior to planned maintenance and provide relevant details regarding scheduled date, time, duration and impact. Customer can register on the Verint Connect portal https://connect.verint.com to check status for Verint maintenance for their cloud instance (https://connect.verint.com/support/cloud-status/)

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10.6. Release Management

- Verint Release Management
  - All planned releases on the Verint platform are usually transparent to Customers and non-service impacting. If a planned release will affect Customer and/or have service impact, Verint will notify Customer and Avaya no less than 1-week prior to planned release and provide relevant details regarding scheduled date, time, duration and impact. Customer can register on the Verint Connect portal https://connect.verint.com to check status for Verint updates for their cloud instance (https://connect.verint.com/support/cloud-status/)

11. Term and Termination

11.1. Term

For Customers with SaaS Services bundled with Infinity offer, refer to the Termination of Convenience section as outlined in the Infinity Service Description document. This will be applicable for bundled products along with any other Verint SaaS Services purchased as add-on with the Infinity with WEM bundle offer.

For other Avaya offers wherein SaaS Service was ordered as an add-on offer the Customer may terminate the Access Term by providing Avaya with ninety (90) days prior written notice of its intent to terminate. Upon receipt of such notice, Avaya will invoice hundred percent (100%) of the SaaS Access Fees due for the remainder of the Access Term.

11.2. Effects of Termination or Expiration

In the event of termination or expiration of the SaaS Service for any reason, Customer shall:

- immediately cease access to and use of the SaaS Service and permanently destroy all documentation, training materials and confidential information associated with the SaaS Service within Customer's possession or control; and

- pay all outstanding amounts for the minimum commitment in accordance with the payment terms in the Order.

12. Indemnity and Intellectual Property Infringement

Customer shall defend Avaya and Avaya affiliates, and each of its respective officers, directors and agents from and against any third party claims, suits, actions, liabilities and demands, and shall pay any expenses, damages, or costs of such settlement and defense and any judgement resulting therefrom that arise out of or result from: (i) injuries or death

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to persons or damage to tangible property, including theft, in any way arising out of, caused, or alleged to have been caused by or on account of any negligence or intentional wrongful act in the performance of any actions by the Customer or persons employed by or furnished by Customer arising out of or resulting from the Agreement, or (ii) an actual or alleged claim of breach of **Section 5.2** of this Service Description document.

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