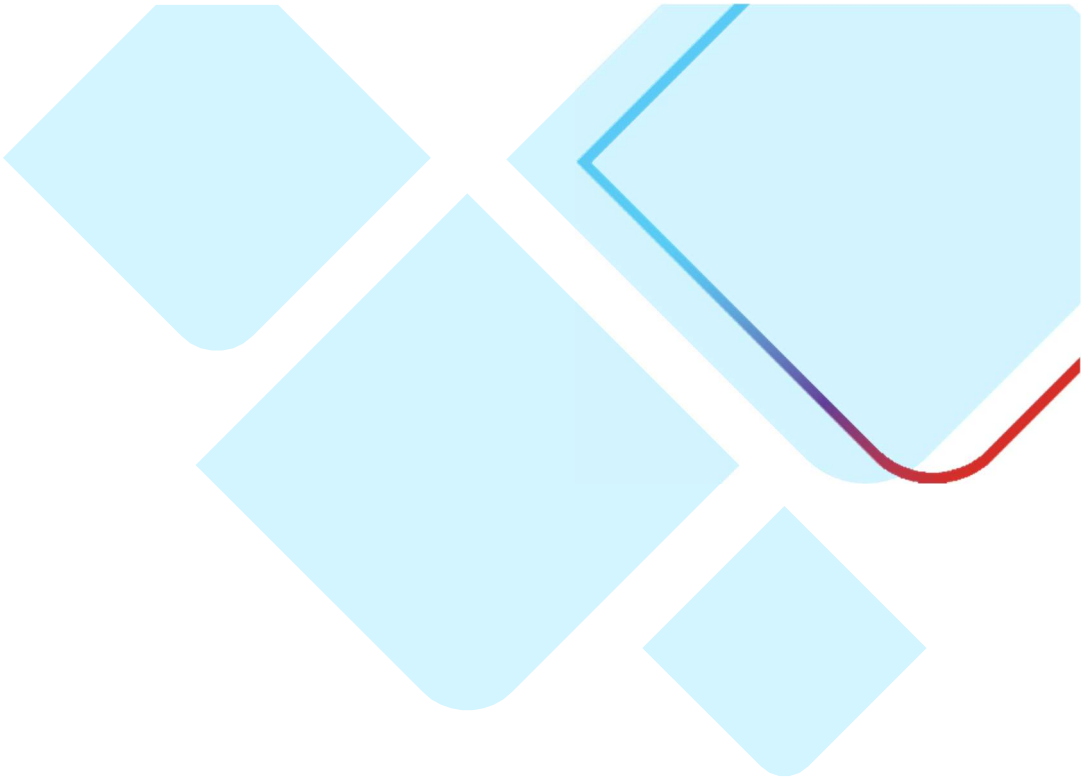


Avaya Nexus™ Service Description

Dated: September 28, 2026, Released

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Change Control Record

CHANGE CONTROL RECORD		
Avaya Source Prime		**Vandana Brar**
Date (mm/dd/yy)	**Issue/Version #**	**Summary of Changes**
2026-10-15	1.1	Correction in bundle definition
2026-09-28	1.0	Updated for General Availability
2026-09-27	0.6	Updated for General Availability readiness
2026-09-24	0.5	Updated content based on feedback & reviews
2026-09-12	0.4	Updated content, removed roadmap content
2026-07-12	0.3	Updated draft
2026-06-05	0.2	Updated draft
2026-04-16	0.1	Initial draft

1. Introduction

1.1. General

This Service Description describes the Avaya Nexus™ cloud service (“Nexus” or the “Service”), Avaya’s dedicated, single-tenant enterprise voice solution delivered on commercial public cloud infrastructure as part of the Avaya Infinity infrastructure family, that is available to the Customer to order. It supersedes all prior descriptions or contract supplements relating to such support and includes all its attachments, exhibits, and appendices. Your use of the Service is governed by this Service Description and the terms and conditions of the written or online agreement between you and Avaya or the applicable authorized Avaya partner (“Agreement”). In the event of a conflict between this Service Description and the Agreement, the terms and conditions of this Service Description will control. Capitalized terms used but not defined herein shall have the meaning set forth in your Agreement. If or when a translated version of this document conflicts with the English version, the English version will take precedence.

Avaya reserves the right to change this Service Description from time to time at its discretion. Avaya posts the most current Service Description at Avaya Service Descriptions or a successor webpage as designated by Avaya, and Customer is responsible for periodically monitoring the foregoing webpage.

Features or functionality that are not explicitly documented in this Service Description are not offered. Avaya’s obligations are as specifically stated in this document.

The Customer is responsible for ensuring that any use of the Service is compliant with all applicable local, state, national, foreign, and international laws, and regulations.

Enabling the Service depends on the Customer fulfilling their responsibilities as detailed in this Service Description. In addition, the Customer is responsible for the costs and expenses incurred by Customer to satisfy all its responsibilities under this Service Description.

If the Customer has not timely performed any of its express obligations under this Service Description, then until such time as Customer has fulfilled the said delayed obligations, Avaya may charge Customer for any additional activities performed and costs incurred by Avaya as a result of the delay or failure; and Avaya’s failure to perform any of its express obligations is excused to the extent caused by Customer’s failure or delay.

Any legal notice required or permitted by the Agreement will be delivered as described in the Agreement. Avaya will deliver other required or permitted notices regarding the Service via email or posting to an Avaya Customer portal or website.

1.2. External Links

While reasonable efforts have been made to ensure that the external links contained in this SD are accurate and up to date as of the date of publication, from time-to-time Avaya may change or designate successor web sites to post the content referred to in this Service Description without

notice to Customer or a need to change this Service Description. Changes to external links will not result in additional costs to Customer or degradation in available features and functionality.

1.3. Glossary

In this Service Description:

- “Agreement” — as the context implies the Customer’s direct agreement.
- “Avaya Nexus” or “Nexus” — Avaya’s dedicated, single-tenant, enterprise voice solution described in this Service Description, delivered on commercial public cloud infrastructure.
- “Avaya Infinity” — Avaya’s contact center platform, which provides shared analytics and platform components and with which Avaya Nexus interoperates via voice integration.
- “AES” — Avaya Aura Application Enablement Services — provides DMCC integration for application-level access.
- “Basic Activation Services” means the Avaya-provided feature activation and testing services that are included in each of the Service bundles.
- “Bring Your Own Carrier” or “BYOC” — the Customer’s connection of a chosen carrier to the Avaya Nexus platform, available as “BYOC-Standard” (direct cloud termination via an Avaya-onboarded carrier) or “BYOC-Hybrid” (termination through a certified, Customer- or partner-managed on-premises SBC).
- “Carrier” — a third-party PSTN carrier selected by Customer to provide voice services to Customer’s Nexus instance.
- “Contract Start Date” — the date in the Order identified as the Service Contract Start Date.
- “Customer”, “You” or “Your” — the customer contracting the Service from Avaya or the applicable authorized Avaya partner. The Customer must have executed cloud terms as part of the Agreement with Avaya.
- “Customer Data” — Your electronic data, text, audio recordings or other data that is transmitted, stored, retrieved, or processed by You in, to, or through the Service.
- “DMCC” — Device, Media, and Call Control — the AES integration interface.
- “Documentation” — information published in various mediums, including product information, service catalogs, operating instructions and performance specifications applicable to the Service, as updated from time to time by Avaya.
- “End User” or “End Users” — Customer’s employees, agents, permitted contractors or any other users of the Service.
- “FedRAMP” — the Federal Risk and Authorization Management Program — U.S. federal cloud compliance.

- “HIPAA” — the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented, and the federal regulations issued pursuant to the Act.
- “Initial Term” — the Subscription Term indicated in the Order, starting with the Contract Start Date.
- “Monthly Minimum Seat Commit” — the minimum number of Nexus seats (2,000 minimum per Customer deployment) Customer commits to purchase for the Subscription Term.
- “Order” — an order placed by the Customer to Avaya setting out the Service being purchased, and that has been accepted by Avaya.
- “Order Effective Date” — the date the Order was countersigned by the last Party.
- “Party” — Avaya or Customer individually, and “Parties” refers to both, collectively.
- “Point of Demarcation” — the interface where Avaya hands off the Service to Customer.
- “Priority Class of Service” — the Nexus capability that designates up to 40% of a Customer’s users for preferential treatment during outage detection, failover, and resource allocation.
- “Ramp Period” means the Ramp Period as defined in Section 6 of this SD.
- “Renewal Term” — a subsequent Subscription Term ordered by Customer following expiry of the Initial Term; note that, unlike Avaya Infinity, Avaya Nexus does not auto-renew (see Section 11.2).
- “SBC” — Session Border Controller — secures the SIP boundary between Avaya Nexus and the Customer’s carrier or enterprise network.
- “SD” — Service Description.
- “Service Activation Date” has the meaning set forth in Section 6 of this SD.
- “SRTP” — Secure Real-time Transport Protocol — voice media encryption.
- “Statement of Work” — a statement of work executed by You and Avaya, which specifically states that it is governed by the Agreement and this Service Description.
- “STIR/SHAKEN” — Caller-ID authentication framework, supported via the Customer’s carrier.
- “Subscription Term” — the 36-, 48-, or 60-month term indicated in the Order, starting on the Contract Start Date.
- “Unavailable” or “Unavailability” — the Service is not accessible or does not permit any End User to log on. Unavailability does not include time during which the Service is not available due to any Excluded Event (Section 9.4).
- “User Package” — the Essential or Advanced device/feature entitlement bundle assigned to each Nexus seat, as described in Section 2.

1.3.1. Terms, Acronyms and Phrases

Those terms, acronyms and phrases not defined in this document 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.

2. Avaya Nexus Service Overview

Nexus offers the following user packages:

- **Essential user**: The essential user package provides the Customer with one user service with basic telephony features. This is for a user requiring essential voice, with resiliency, quality and reliability as part of the Nexus offer, and designed for users that do not require advanced features. This can be applied for such users as well as shared/common area phones.

- **Advanced user**: The advanced user package provides the Customer with one user service with advanced telephony and additional features. This is for a user requiring advanced Avaya telephony features built with resiliency, quality and reliability as part of the Nexus offer. Knowledge workers are one such type of users who would require the advanced user license.

Customer chooses the quantity of each User package for its needs, subject to a 2,000-seat minimum order quantity per Customer deployment.

Priority Class of Service is a fundamental feature across the offer. It lets the Customer designate a bounded subset of users, up to 40% of total users, to receive preferential treatment during outage detection, failover, resource allocation, and call quality when capacity is constrained, so that these users (e.g., an operating-room phone, an emergency-dispatch line, a trading desk) do not compete equally with routine traffic during a failover or high-load event.

2.1 User Packages

The Avaya Nexus™ user packages are as follows:

Capability	Essential	Advanced
Device Entitlement	1	3
Calling & Telephony Feature Set	Base	Full
Standard voicemail	✓	✓
Deskphone Support	✓	✓
SIPPING 19	✓	✓
Priority voice user (up to a maximum 40% of total users)	✓	✓

Avaya Nexus client (desktop)	✓	✓
AES (DMCC Integration)	–	✓
MS Teams Integration – Presence (using Graph APIs)	–	✓

2.2 Features

Features part of the user packages are as follows:

Capability Type	Features
Core Telephony	• Hold (with music-on-hold and consultative hold) • Call transfer (attended, unattended, instant-message transfer) • Call park and call pickup • Ad-hoc conferencing (up to 6 parties) • Call waiting • Automatic redial • Click-to-dial • Message waiting indicator • Local extension dialing • Simultaneous ring • Caller ID
Mobility	• EC500 • Find Me (via MDA)
Call Control	• Advanced call forwarding (unconditional, busy, no-answer) • Advanced call transfer
Security	• TLS and SRTP encryption • RBAC • MFA • SSO
Advanced Features	• Bridged Appearance
Enterprise Voice Services	• Standard voicemail • AES integration (DMCC)
Endpoints	• SIP – Avaya J-Series
Codecs	• Opus (and Avaya-supported codec set)
Provisioning	• Avaya Nexus administration

Integrations	• Voice integration with Avaya Infinity (back-office employee voice) • Microsoft Teams (Presence) • SIP-trunk integration into third-party contact centers • 911Inform

2.3 Seat Minimums

Avaya Nexus has a minimum order quantity of 2,000 seats per Customer deployment.

3. Platform Readiness

3.1. Bring Your Own Carrier Requirements Overview

The Bring Your Own Carrier ("BYOC") feature enables Customer to connect a chosen Carrier to the Avaya Nexus platform, either via BYOC-Standard (direct termination into Avaya Nexus using an Avaya-onboarded carrier) or BYOC-Hybrid (termination through a certified, Customer- or partner-managed on-premises Session Border Controller). The first six BYOC trunks (Standard or Hybrid) are included with each Avaya Nexus subscription; additional trunks are charged per the Order.

For BYOC-Standard, Customer must contract directly with an Avaya-approved carrier prior to provisioning. The current list of supported SBCs is described in the Bring Your Own Carrier Checklist.

For BYOC-Hybrid, the following SBC models are supported at time of publication: Avaya SBC (v10.2+), AudioCodes SBC (v7.24+), Ribbon SBC (v10.x+), NextGen SBC NX-B5000 (v7.1+), and Oracle SBC (S-Cz9.x+). Avaya does not assume responsibility for the use of a third-party SBC; all operation, configuration, and maintenance of a Customer- or partner-provided SBC is solely the Customer's or partner's responsibility.

Avaya's delivery of BYOC capabilities is subject to Customer's fulfillment of its obligations, including the following:

• Customer is responsible for bringing its own Carrier for interconnection to the Avaya Nexus platform and must enter into a Carrier services agreement directly with its chosen Carrier.

• For BYOC-Hybrid, Customer must select, configure, and manage a supported SBC and its associated traffic routing, per the BYOC Checklist.

• Customer is responsible for arranging, installing, and monitoring appropriate network connectivity between its SBC (if applicable) and the Avaya Nexus platform. Customer is also responsible for monitoring and rectifying any impact to the Service due to network connectivity degradation.

- Customer must procure numbers directly from its Carrier and is responsible for number porting; Avaya is not responsible for number porting.

- Customer will manage regulatory compliance and Carrier contract obligations directly with its selected Carrier. Avaya is not transmitting PSTN calls or otherwise providing PSTN connectivity or numbers, and Avaya is not responsible for any regulatory due-diligence and compliance for Carrier voice services.
- Customer will raise any Carrier voice service issues directly with its chosen Carrier. Avaya is not responsible for any support services related to voice transport, transmission, porting call termination, or any other Carrier provided services. Avaya will not provide ticket management or resolution on behalf of Customer's selected Carrier.
- STIR/SHAKEN call authentication, where supported, is provided via the Customer's carrier.

3.2. Network Readiness

Customer will maintain compliance with minimum network requirements as communicated by Avaya from time to time ("Network Requirements").

To determine whether Customer's network complies with the Network Requirements and is not the cause, or potential cause, of incidents, Customer agrees that Avaya may perform monitoring between the Service and Customer network.

The following table summarizes the Network Requirements with respect to network delay, jitter, and packet loss requirements that Customer's network must meet. Even if these requirements are met, other factors might still prevent Customer from achieving optimal Service quality

Aavya's recommended endpoint latency for optimal performance are as follows:

Latency	Grade
< 50 milliseconds	Great
50 < 100 milliseconds	Acceptable
100 < 150 milliseconds	Degraded
150 < 300 milliseconds	Not Acceptable
> 300 milliseconds	Not Acceptable

Avaya VoIP Network Requirements are as follows:

Metric	Recommended	Acceptable
One-way network delay	< 80 milliseconds	< 150 milliseconds
Network Jitter	< 10 milliseconds	< 20 milliseconds
Network Packet Loss	1.0%	3.0%
QoS Enabled	Recommended	Recommended

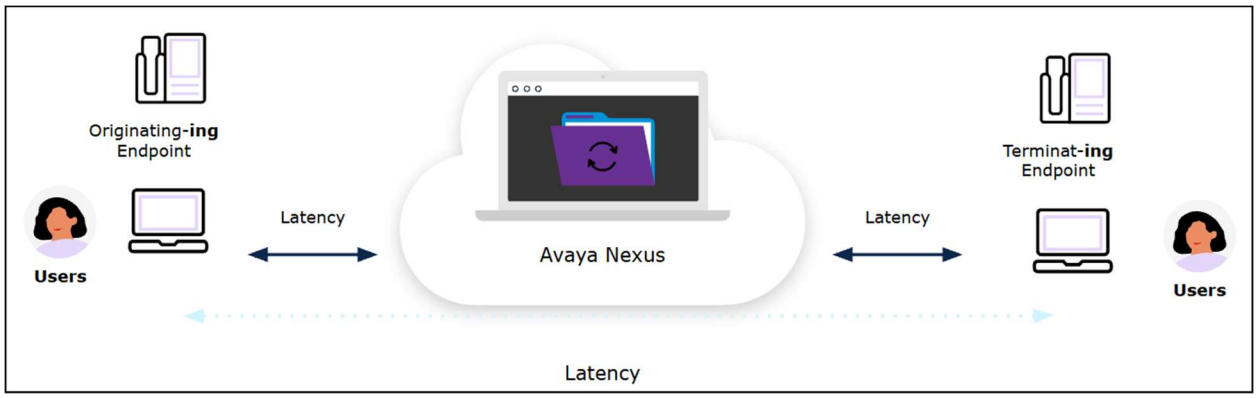
(enterprise networks only)		
Network bandwidth per s	300 Kbps	300 Kbps

Number concurrent calls	Required bandwidth
1	300 Kbps
10	3 Mbps
100	30 Mbps
500	150 Mbps
1000	300 Mbps

If Avaya determines that Customer's network does not comply with the Network Requirements, Avaya may suspend or limit provision of the Service, may not be able to resolve certain incidents until Customer's network is brought into compliance, and applicable service level commitments (including restoration timeframes and financial credits) will be suspended.

- Avaya may suspend provision of the Service, in whole or in part; or continue provision of the Service subject to limitations.
- Avaya may not be able to address certain incidents, faults, error conditions or issues. Such incidents, faults, error conditions or issues may not be resolvable without Customer upgrading, reconfiguring or otherwise ensuring the Customer's network infrastructure meets the Network Requirements.
- Service level agreements will be suspended, including without limitation restoration timeframes and financial credits that may otherwise apply.

Note that when considering network latency, all networks and paths need to be considered, and must meet the requirements for the solution:



4. Security and Compliance

Customer acknowledges and agrees that Customer is responsible for determining whether the Service is appropriate for Customer's compliance with applicable law, rules and regulations applicable to Customer's business, and for Customer's use of the Service in a manner consistent with such laws, rules and regulations. Use of the Service and each party's compliance with its respective obligations are not intended for, and do not constitute, Customer's compliance with any local, state, national or international law, treaty or regulation.

Avaya Nexus is built to the standards required by regulated industries. The single-tenant deployment model removes the multi-tenancy attack surface common to public-cloud UCaaS. All Customer voice and signaling are encrypted in transit (TLS and SRTP); certificate lifecycle management is automated and operated by Avaya as part of the managed service. Security controls include Authorization classes, Multi-Factor Authentication (MFA), and Single Sign-On (SSO). Underlying infrastructure hardening includes DISA STIG-hardened base container images and third-party penetration testing against the OWASP Top 10 (2021).

4.1. HIPAA Compliance

Unless otherwise agreed to in the Order, Customer may not use the Service to create, receive, transmit, maintain, use, or disclose any protected health information (PHI) as defined in HIPAA. Customer agrees that it shall not introduce or upload into the Service, or otherwise provide to Avaya for processing, any PHI for any purposes and Customer shall indemnify, defend, and hold harmless Avaya against all actions, claims, losses, fines, penalties, damages, and expenses (including reasonable attorneys' fees) arising out of Customer's use of the Service with PHI.

4.2. PCI Compliance

Unless specified in the Avaya Nexus order, the Service is not compliant with the Payment Card Industry Data Security Standard also referred to as PCI or "PCI DSS". Customer is responsible for ensuring that its use of the Service to store or process credit card data complies with applicable PCI DSS requirements.

4.3. Safeguards and Security Policies

Avaya will perform the Service in accordance with Avaya's safeguards and security policies and procedures, including TLS and SRTP encryption of voice and signaling traffic, RBAC, MFA, SSO, together with a hardened cloud perimeter and automated certificate lifecycle management.

Avaya will follow its standard procedures and processes to prevent viruses from being introduced by Avaya into the Avaya Nexus platform, Customer's network, or information systems connected to or integrated with the Avaya Nexus platform during the performance of the Service. Customer acknowledges that Customer is responsible for its portion of privacy and security inside the Service and will establish and maintain, throughout the Subscription Term, the policies, processes, and controls that prevent introduction of viruses or unauthorized access, disclosure, alteration, or destruction of Customer Data through End User and Customer actions.

4.4. Customer Data

Upon termination or expiration of the Service, Avaya will not provide storage for Customer Data unless a longer retention period is required by applicable law or for billing or dispute resolution purposes. Avaya has no responsibility or liability for the loss or deletion of any Customer Data or failure to store Customer Data.

You may retrieve Customer Data using available mechanisms before termination or expiration of the Service. Your retrieval may incur additional charges, depending on your Service bundles and the scope and volume of data retrieved.

4.5. Emergency Services Notice and Disclaimer - 911Inform Solution

Avaya provides enhanced 911 services compliant with current U.S. legislation (Kari's Law and the RAY BAUM's Act) via third-party service provider 911inform, LLC, subject to additional terms and conditions from 911inform accessible at https://www.avaya.com/en/legal/third-party-terms/ or such successor link that Avaya shall designate. The user bundle is available in the US and Canada and priced separately and with mandatory one-time setup fee.

Customers are legally liable for creating users within the correct countries and regions, and users are required to set their specific location details within the E911 Inform platform.

The 911Inform add-on service is mandatory for the US, and optional for all other countries. When not selecting this add-on, the Customer is responsible for handing all emergency call processing and routing to the appropriate Public Service Answering Point (PSAP) emergency response location for all End Users.

4.5.1. Optional Features

The following optional features are available for an incremental price:

- Interactive Mapping, where floorplans are interactive and allow emergency locations to be updated in real time.
- Rapid SOS, which delivers floorplans to the PSAP at the time of an emergency call, providing the exact location of the device from which the 911 call was made.

4.5.2. Phone Location Tracking

End User phones are tracked via their device's MAC address rather than telephone number, allowing each device to be uniquely identified whether at the office, at home, or on the road. Upon End User login, the 911inform solution sends an email to the End User's administered address prompting them to confirm their location via an interactive web portal; the resulting location record is used to facilitate the appropriate emergency response in the event of an emergency call.

4.5.3. 933 Test Calling

911inform LDS includes 933 test calling. Rather than placing a live 911 test call to the local PSAP, the Service can be configured so that dialing 933 routes to a PSAP simulator, which reads back the phone number and address that would have been presented to the PSAP.

4.5.4. Text and E-mail Messaging Alerts

At the time of an emergency, 911inform can generate 911 alert emails and text messages containing the location of the 911 caller, sent to a distribution list provided by Customer.

4.5.5. Emergency Call Relay Center (ECRC) Calls

ECRC calls are calls for which the caller's address has not been successfully provisioned in the 911 service. Where a call is unprovisioned, the caller must relay their address information to the Emergency Control Center (ECC) for the call to be routed to the correct PSAP; the ECC member remains on the line until the PSAP operator has confirmed transfer of the call. Twenty ECRC calls per year are included; additional ECRC calls beyond the annual allowance are charged per the Order.

4.5.6. Avaya Responsibilities

- Avaya shall provide the underlying infrastructure to implement the 911inform solution.
- Provide necessary forms, templates, and questionnaires for gathering data required by 911inform.
- Training for up to six participants for up to four hours.

4.5.7. Customer Responsibilities

- Provide at least two End Customer extensions for testing.
- Provide the name of the individual assigned to each endpoint, extension number, cellular phone number and/or email for the preferred location-update contact method.
- Determine who will receive 911 call alerts.
- Provide at least one DID per physical address.
- Perform initial provisioning of endpoint locations and configure firewall rules for outbound connection.
- Provide a network diagram, if available.
- Install, configure, and test personal computers to meet Avaya's specifications.
- Have thorough understanding of business requirements and technical environment.
- Complete the necessary forms and questionnaires provided by Avaya and support local testing at a minimum of three locations (if applicable).
- Support local testing at minimum three (if applicable) locations.
- Develop and perform detailed acceptance testing, including a minimum of two extensions using the 933 dial-out to verify location information, and a live 911 test call to confirm correct routing to the relevant PSAP.

4.5.8. Service Exclusions

The following are exclusions and not provided with the Service:

- Local Survivability is excluded: should Customer's broadband connection, PSTN service, or electrical power fail or be suspended or interrupted, or any other issue interrupt Customer's

network or geolocation service, the 911 service will also fail. Avaya is not liable for any claims arising from such failures.

- Section 508 VPAT is not currently available for this add-on.

4.5.9 Use of Emergency Services in the US Disclaimer

If the Customer does not configure an emergency response location for a US-based End User, a 911 call may default to a wrong Customer's address or remain unregistered. Moreover, if the Customer's broadband connection, PSTN service, or electrical power fails or is temporarily suspended or interrupted, or any other issue interrupts Customer's network or geolocation service, the Service (including emergency calls) shall also fail. Avaya is not responsible or liable for any issues or claims arising from such failures.

4.5.10 Use of Emergency Services Outside of the US Disclaimer

Avaya Nexus does not include emergency calling (e.g., 112) location services. Emergency Services calls are sent to the outbound SIP trunk group by the Service. The Customer is responsible for handing all emergency call processing and routing to the appropriate Public Service Answering Point (PSAP) emergency response location for End Users. If the Customer does not configure an emergency response location, it may default to the wrong Customer's address or remain unregistered. Moreover, if Customer's broadband connection, PSTN service, or electrical power fails or is temporarily suspended or interrupted, or any other issue interrupts Customer's network or geolocation service, the Service (including emergency calls) will also fail. Avaya is not responsible or liable for any issues or claims arising from such failures.

4.6. Use of Data

Except as set out in this provision, Avaya shall use any data pertaining to Your use of the Service only where and to the extent necessary to provide the Service, for billing, dispute resolution or regulatory compliance, to develop and improve its services, and to ensure network and information security and system stability. You agree that Avaya may use such data for the purpose of marketing similar services to You or to provide value-added services where permitted by applicable law, and that Avaya may anonymize such data and use it at its discretion.

For an overview of data processing activities within the Service, please see the Avaya Nexus Privacy Fact Sheet.

5. Avaya Professional Services

5.1. Implementation Services Overview

Avaya Professional Services (APS) support the onboarding and ongoing personalization of the Avaya Nexus service. APS packages are selected during the standard Avaya Store quoting flow, with options to include additional custom services in the same quoting motion

5.1.1 Implementation Packages

- **Basic Activation:** Included at no additional fee for all new activations of Essentials and Advanced bundles. Provides standard setup and testing of out-of-the-box features without personalization. Upon completion, the system is ready for paid personalization services performed by Avaya.

  Standard Implementation: Available for an additional fee. Includes end-to-end implementation services to personalize the Avaya Nexus™solution including planning and design, User and Endpoint configuration, capability enablement applicable per the Avaya Nexus™ Bundle, core system and trunk configuration (up to two SIP trunks), User Acceptance Testing (UAT), System Walkthrough, configuration review, Cutover Support, and First Day of Business (FDOB) Support. Additionally services include Enterprise Architecture Solution Design services.

- **Standard Add-Ons:** Customers may purchase optional add-on packages in the same quoting motion, including additional block of hours for User Acceptance Test (UAT), Go Live Support and First Day of Business Support as needed. Program Management and Enterprise Architect services packages are also available to be included as additional services.

5.1.2 Custom Requirements & Migration Services

- **Migration Services**: For Customers migrating from an existing on-prem or Cloud Avaya Aura solution, it will be newly deployed on the target Avaya Nexus cloud platform, with efforts made to align core functionality and replicate existing capabilities where feasible, using only native Nexus features, configurations, and administrative tools.Feature parity and capability transfer will be subject to the availability and compatibility of equivalent functions on the new Avaya Nexus cloud platform.

- **Custom-Quoted Professional Services**: Additional professional services are handled under custom pricing using Avaya Professional Services Catalog (APSC) generic codes and may require a Statement of Work.

5.2. Avaya Professional Services Implementation Packages

Package Description	Material Code	Services Packages	Overview
Essentials & Advanced Bundles			
Avaya Nexus Basic Activation Services	419364	Applies to both Essentials and Advanced Bundles	This implementation service package provides Customer with basic set-up for Avaya Nexus Essentials & Advanced Bundles at no charge to the Customer.
Standard Implementation Services for up to 2000 seats	419472		Standard personalization services include configuration of all users, enablement of capabilities applicable for the Bundle and configuration of up to (2) SIP trunks. Services include Planning & Design, configuration, cutover support, User Acceptance Test support and First Day of Business support.
Standard Implementation Services for up to 3000 seats	419435		
Standard Implementation Services for up to 5000 seats	419436		
Enterprise Architecture Services	419439		Mandatory, solution design services, 80-hour block.
Optional Add On Services			
Enterprise Architecture Services Add-On	419439	Additional 80-hour blocks above the baseline Standard Implementation services Offer.	
Program Management Services	419443	Program Management services, recommended for implementations above 8000 seats.	
Go Live/ Cutover Support Add-On	419440	Additional 8-hour Block(s) for Cutover Support over and above the baseline Standard Implementation services Offer.	
First Day Of Business Support Add-On	419441	Additional 8-hour Block(s) for FDOB Support over and above the baseline Standard Implementation services Offer..	
User Acceptance Test Add-On	419442	Additional 8-hour Block(s) for UAT Support over and above the baseline Standard Implementation services Offer.	

5.3. Avaya Responsibilities

Avaya will assign an Avaya Professional Services Manager to oversee the provisioning of the Customer's dedicated instance, the delivery of onboarding and migration services, and any additional Professional Services packages purchased by the Customer.

5.4. Customer Responsibilities

Throughout onboarding and following Contract Start Date, Customer will designate a single point of contact (SPOC) for all operational and Service-related matters. The Customer SPOC must possess or acquire a thorough understanding of Customer's business requirements and technical environment, with authority to ensure all Customer binding decisions are duly authorized.

The Customer SPOC will communicate all decisions and approvals impacting Avaya's delivery of the Service, cooperate fully with Avaya, and provide all information reasonably required to perform the Service.

6. Service Delivery

An Avaya specialized team will oversee the activities required to activate the Service dependent on the capability configurations required by the ordered Service bundles.

Stage	Description
Service Activation Date	Occurs upon Avaya's notification to Customer, via email, of log in access to the Nexus system.
Ramp Period	If applicable, the Ramp Period commences on Day 1 after the Service Activation Date. During the Ramp Period, the Customer will be invoiced for actual usage in accordance with Section 10.1.1 Service Charges, below.
Recurring Charge Start Date	Occurs on Day 1 after the Service Activation Date, or on Day 1 after the end of the Ramp Period.

6.1. Avaya Responsibilities

Avaya will assign an Avaya Professional Services Manager to oversee the provisioning of the Customer's dedicated instance, delivery of onboarding and migration services, and any additional Professional Services packages purchased by Customer.

6.2. Customer Responsibilities

Customer will designate a single point of contact (SPOC) that Avaya may contact in relation to all aspects of the Service, including operational matters. The Customer SPOC will have, or will obtain within Customer's organization, a thorough understanding of Customer's business requirements and

technical environment and will ensure all Customer binding decisions are duly authorized. In addition, the Customer SPOC will:

- Communicate to Avaya all decisions, applicable approvals and permissions relating to Customer's acts and activities that may impact the ability of Avaya to provide the Service in accordance with this SD and the Order.
- Cooperate with Avaya and provide all information, as may be reasonably required by Avaya, to perform the Service.

7. Cloud Support Services

7.1. Support and Maintenance Services

Avaya support services are included as part of the Service and include: (i) maintenance, (ii) incident tracking and resolution, and (iii) updates and upgrades. These ongoing activities help address software vulnerabilities, enhance features, improve system stability, and ensure compatibility with emerging technologies and industry standards. For details please refer to the Avaya Nexus Support Document.

The Service will require updates from time to time. Updates may take the form of bug fixes, new or enhanced functionality, and updates or new versions of the software, and are intended to improve or enhance the Service. You agree to receive updates and upgrades as part of the Service. You further agree that You will cooperate with Avaya in the performance of implementation services or other professional services work that Avaya identifies as necessary to deliver the updates or upgrades that apply to the Service.

Maintenance activity for the Service will also be required from time to time. For planned maintenance activity, Avaya will use commercially reasonable efforts to provide You with email notification at least fourteen (14) days in advance of the planned maintenance date. For urgent maintenance activity, Avaya will use commercially reasonable efforts to provide You with email notification describing the proposed time and duration of the maintenance activity, at least 24-hours prior to performing the maintenance activity. Avaya will also advise You of the risks and potential outcome of not performing the maintenance activity.

8. Training

As part of the Service, Avaya will provide You with access to self-service training resources including videos, user guides, and other documentation. You agree to train Your End Users in accordance with Avaya's then-current guidelines before permitting Your End Users to access or use the Service. At Your request, Avaya will provide End User training for an additional fee. End User training is required to preserve cloud service integrity, data privacy and security as well as operations, by minimizing End User incidents that may disrupt the Service.

9. Service Levels and Reporting

9.1. Overview

This Section sets forth the applicable Service Level Agreement (SLA) for Nexus. The SLA details the performance objective to be measured and the circumstances under which Avaya will be responsible for providing Service Credits. Service Levels will start on the next business day following the Contract Start Date and will be measured monthly based exclusively on information stored by Avaya. The SLA does not apply to proof of concept, trial services, any services offered free of charge, or any Third-Party.

9.2. Service Availability

The following availability target applies to Avaya's provision of the Service to Customer:

Cloud Service	Availability Target
Avaya Nexus™	99.999%

Note that the Customer maintenance window required for core infrastructure upgrades is excluded from the availability target.

The monthly availability performance percentage for the Service is calculated using the following formula:

Formula	[(A – B) / A] x 100 = C, where: A = total number of calendar month minutes B = total number of calendar month minutes that Service is Unavailable C = Availability performance percentage
Example	A = 31 days × 24 hours × 60 minutes = 44640 minutes B = 15 minutes C = [(44,640 – 15) / 44,640] x 100 = 99.966%

9.3. Service Credits

9.3.1. Service Credits Calculation

Any Service Credit shall be calculated by multiplying the applicable percentage from the Service Credit table times the subscription fees (calculated based on the monthly Seat charges, and excluding fees for taxes, installation, upgrade, professional services, or other non-recurring service charges) paid monthly by Customer for the impacted Service, and the Service Credit shall be applied to Customer's next monthly invoice.

Avaya Nexus™		
Total Availability in each calendar month		**Availability Credit Percentage** (Percent of fees paid in given calendar month for the impacted Service bundle)
From	To	
100%	≥ 99.999%	0%
< 99.999%	≥ 99.0%	10%
< 99.0%	≥ 97%	30%
<97%		100%

9.3.2. Service Credit Terms

Service Credits are subject to the following terms:

- Service Credit claims must be submitted as a Service Credit request claim in writing via email to the Avaya Services helpdesk within ten (10) calendar days of the end of the affected month for which the credit is requested, and must include:
  - "Availability Credit Request" in the subject line.
  - Ticket number, dates, times, affected region, and number of users impacted by Unavailability that is being claimed.
  - All reasonably necessary details regarding the Service Credit request, including but not limited to, detailed descriptions of the circumstances resulting in Unavailability and the target Availability claimed not to have been met.
  - Any other applicable information that documents the claimed downtime.
- Service Credits due will be paid within 90 days of receipt of Customer's request, in the form of a credit against future amounts due.
- Except as otherwise agreed by the Parties in writing, payment of Service Credits will be made in the form of a credit against future amounts due from Customer to Avaya under this SD.
- Customer's right to request Service Credits does not suspend its obligation to make timely payments of any charges due and payable by Customer to Avaya.
- The Parties agree that Service Credits are fair and reasonable, represent a genuine pre-estimate of any resulting loss or expense to Customer, and are the sole and exclusive remedy to Customer in the event of an Avaya failure to achieve the Service Levels targets.

- This SLA applies to each deployment of the Service individually and not in combination with any other deployment of Nexus. Notwithstanding the foregoing, for Nexus user packages (as described in Section 2) sold together for a single combined fee, the Service Credit will be calculated based on the monthly fee paid for those packages collectively, and not the monthly fee for each individual user package. Avaya will not be liable for more than one Service Credit in any calendar month for any Nexus offer bundle.

9.4. Availability Performance Exclusions

Service downtime due to any of the following events ("Excluded Events") shall not be used to calculate the monthly Availability performance percentage:

- Service downtime due to cloud infrastructure provider outages (e.g., Microsoft Azure, AWS, Google Cloud Platform)
- Any Service downtime arising from Third-Party Service or Third-Party Product integrations.
- Customer or End User violation of the Agreement, including any violation of the Acceptable Use Policy (https://support.avaya.com/css/public/documents/101049761).
- Customer or an End User's applications, equipment, server hardware and operating system; or other facilities or services not provided by Avaya, including issues resulting from inadequate bandwidth or related to third-party software or services.
- Connectivity and troubleshooting issues related to Customer's on-premises systems, including Customer- or partner-managed SBCs and G450 gateways.
- Negligent acts or omissions of Customer, End Users, Customer's Carrier or service providers, or any third party that gains access or use of the Service via Customer's subscription to the Service.
- Customer's failure to implement commercially reasonable changes Avaya recommends to maintain service levels.
- Any planned or automated maintenance/outages (including ongoing updates, Customer maintenance and troubleshooting windows) of the Service.
- Any time during which Avaya has been awaiting a Customer or third party (acting on Customer's behalf) deliverable, action, dependency, or prerequisite, including Customer testing or verification of Incident solutions prior to implementation.
- Time Customer withholds access for required updates, patches, or bug fixes; downtime occurring before the Contract Start Date.
- Partial service outages, power failures, shutdowns, network service interruptions, and any other reasons or events beyond the reasonable control of Avaya.
- Any Service downtime that occurs before the Contract Start Date
- Service downtime due to Customer operational or configuration error (platform configuration error).

10. Service Charges

This Section details how Avaya will determine and invoice the charges applicable to the Service. Nexus is sold on a per-seat (per user package instance), per-month subscription model, with a 2,000-seat minimum per Customer deployment, across a mix of Essential and/or Advanced User Packages. Applicable charges are comprised of recurring charges and other charges.

10.1. Recurring Charges

10.1.1. Recurring Charges

During the Ramp Period Avaya will invoice the Customer monthly for the number of seats or user package instances of the Service. The Nexus solution is purchased, deployed for the number of users required from instantiation. The recurring charges for the full user count/seats is applicable within and outside of the ramp period.

10.1.2. Recurring Charges Following Contract Start Date

Depending on the chosen invoicing option, charges are invoiced as follows:

- Monthly in Arrears — beginning on the Contract Start Date, Avaya will invoice Customer monthly in arrears for the full number of seats on order, any applicable Fair Use Allowance overages (Section 10.3), and other charges.
- Annual Prepay — beginning on the Contract Start Date, Avaya will invoice Customer the annual amount for the full number of seats on order for the first year of the Subscription Term, with subsequent prepayments invoiced on the anniversary of the first annual invoice, plus monthly in-arrears invoicing for any other charges.

10.2. Other Charges

Avaya will invoice all other charges and fees due in relation to the Service as set out in the applicable Order, including any incremental add-on features and third-party packages.

11. Initial Term, Renewal, and Termination

11.1. Initial Term

The Service is offered on a subscription basis with Subscription Terms available in 36-, 48-, or 60-month increments. The length of the Initial Term will be indicated in the Order, and that term will end 36, 48, or 60 months (as applicable) after the Contract Start Date.

11.2. Renewal

The Avaya Nexus Service does not auto-renew. Customer must renew for the desired term prior to expiration of the then-current Subscription Term, subject to the then-current (i) rate(s) and (ii) Service Description.

11.3. Termination for Convenience

Customer may terminate an Order for convenience upon 90 days' written notice (email not sufficient), subject to Customer's payment of the termination charge described below. Early termination of any Order bundled with Third-Party Services is subject to the early termination penalties passed on from the applicable vendor.

Termination Charge
100% of the sum of the charges calculated on the basis of the Monthly Seat for the period starting on the effective date of termination until the end of the Initial Term or any Renewal Term.

12. Exit Management

12.1. Termination Assistance

Upon termination or expiration of an Order, Avaya may, at its sole discretion, provide termination assistance. Any such assistance will be provided pursuant to a separate Avaya Professional Services agreement.