



## Avaya Experience Platform™ Service Level Agreement

1. Service Objective. Avaya has established a performance objective for Avaya Experience Platform (“Experience Platform”) in accordance with the Target Availability Percentages set forth in Section 3 below.
2. Definitions. For purposes of this Service Level Agreement (“SLA”), the terms listed below shall have the following meanings. Capitalized terms used in this SLA that are not defined below shall have the meaning set forth in the terms and conditions of the written or online agreement between Customer and Avaya to which this SLA is attached (“Terms”).
  - 2.1. “Availability” is determined using the following calculation: (x) Total Time, minus (y) Unavailable Time, divided by (z) Total Time, with the resulting fraction expressed as a percentage.
  - 2.2. “Customer” means the party that subscribes to the Experience Platform service.
  - 2.3. “End User” means an employee, representative, affiliate, contractor, or other user of Customer who has access to the Experience Platform service.
  - 2.4. “Excluded Event” means Unavailability which results from:
    - 2.4.1. Customer or its users’ violation of the Terms, including any violation of the then-current Acceptable Use Policy (AUP) which is posted at <http://support.avaya.com/TermsOfSale> (or such successor site as designated by Avaya) and incorporated herein by this reference;
    - 2.4.2. Force majeure events, as described in the Terms, or other events outside of Avaya’s reasonable control or requiring emergency maintenance;
    - 2.4.3. 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;
    - 2.4.4. Connectivity and troubleshooting issues related to Customer’s on-premise systems, such as Avaya Hybrid Cloud Gateway and Avaya Aura.
    - 2.4.5. Negligent acts or omissions of Customer, End Users and/or any third party or any unauthorized use of the Experience Platform service by Customer, End Users or any third party (including anyone gaining access to the Experience Platform service by means of Customer’s or an End User’s passwords or equipment).
    - 2.4.6. Customer’s failure to implement commercially reasonable changes in equipment or software Avaya recommends to maintain service levels; or
    - 2.4.7. Scheduled Maintenance as defined in Section 2.6.
  - 2.5. “Point of Demarcation” means the interface where Avaya hands off the Experience Platform service to Customer.
  - 2.6. “Scheduled Maintenance” means any planned or automated maintenance/outages (including ongoing updates) of the Experience Platform service.
  - 2.7. “Total Time” means the total number of minutes in a given calendar month.
  - 2.8. “Unavailable” or “Unavailability” means the Experience Platform service does not support realtime interactions between Customer and their end customers (e.g., inbound/outbound call routing, IVR routing, etc.) The Experience Platform service is considered Unavailable only if the service is Unavailable through all Avaya Points of Demarcation. Unavailability does not include when the Experience Platform service is not available as a result of an Excluded Event or partial service outage.



2.9. “Unavailable Time” means the number of minutes in a calendar month that Avaya’s network is Unavailable. The Unavailable Time period begins when Avaya opens a trouble ticket following the report of Unavailability by Customer until the time the Service is restored.

3. Target Availability Percentages. Avaya will use commercially reasonable efforts to make the Experience Platform service Available to Customer in accordance with the Target Availability Percentages below:

Experience Platform	Target Availability Percentage 99.99%
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4. Availability Credits. Availability Credits, if any, shall be calculated by multiplying the applicable percentage from the table below times the Subscription fees (based on Monthly Minimum Agent Commit) paid monthly by Customer for the impacted Experience Platform service and applied against future fees due for the impacted Experience Platform service.

Avaya Experience Platform		
Total Availability in a given calendar month		Availability Credit Percentage (Percent of fees paid in a given calendar month for the impacted Experience Platform service)
From	To	
100%	$\geq 99.99\%$	0%
$< 99.99\%$	$\geq 99.0\%$	10%
$< 99.0\%$	$\geq 97\%$	30%
$< 97\%$		100%

Such percentage will not be applied against amounts representing taxes, installation, upgrade, professional services, or other non-recurring service charges. The Availability Credit will be applied to Customer’s next monthly invoice.

This SLA applies to each deployment of the Experience Platform service individually and not in combination with any other deployment of the Experience Platform service. Notwithstanding the foregoing, for Experience Platform service bundles (as described in the applicable Service Description)



sold together for a single combined fee (each, an “Experience Platform Bundle”), the Availability Credit will be calculated based on the monthly fee paid for those Experience Platform Bundles, and not the monthly fee for each individual Experience Platform Bundle. Avaya will not be liable for more than one Availability Credit in any calendar month for any Experience Platform Bundle.

5. Credit Request Procedures. Availability Credit claims must be submitted as an Availability Credit request claim in writing via an 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:
  - 5.1. “Availability Credit Request” in the subject line;
  - 5.2. Ticket number, dates, times, specific Experience Platform service, affected region and number of users impacted by Unavailability that is being claimed;
  - 5.3. All reasonably necessary details regarding the Availability 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 outage.

Notwithstanding anything to the contrary and for the avoidance of doubt, this SLA does not apply to proofs of concept, trial services, any services offered free of charge, or any Third Party Items.

6. Sole and Exclusive Remedies. The Availability Credits and termination rights set forth in this SLA shall be Avaya’s sole liability and Customer’s sole and exclusive remedy in the event of Unavailability and under no circumstances shall Unavailability be deemed a breach of the Terms, any applicable Statement of Work or this SLA.