



SERVICE DESCRIPTION

Service Agreement Supplement

Standard Support

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Introduction

This Service Description describes the Avaya Standard Support services for eligible Software and Hardware and supersedes all prior descriptions or contract supplements relating to such support. This document is an attachment to the Customer's Commercial Agreement with Avaya, and shall serve as the Service Description with respect to such support offering. In the event of a conflict between this Service Description and the Customer's Commercial Agreement with Avaya, the terms and conditions of the Customer's Commercial Agreement will control. In the event that the Customer is an Avaya authorized reseller, distributor, systems integrator or service provider purchasing support coverage for the Customer's end user customers (or resellers, as applicable), Avaya will provide the support specified herein to the Customer. The Customer will be responsible for performing the end user customer responsibilities under this document and securing (either directly or through resellers, as applicable) all necessary approvals, consents and performance from the end user customer.

I. Maintenance Service Coverage: Full Coverage 8x5 and Full Coverage 24x7

Coverage includes remote telephone support, remote diagnostics, troubleshooting, problem resolution, software maintenance updates/fixes, on-site parts replacement (if the covered product includes hardware), and any on-site support Avaya deems necessary to resolve a fault.

A. Product Eligibility for Coverage under this Supplement:

This description applies to Avaya and selected non-Avaya products and components that Avaya has designated in the applicable order or associated quote sheet to be eligible for coverage and currently supported ("Supported Products"). A current list of Supported Products is available from Avaya at <http://avaya.com/support> (Maintenance Services Index by Product). Products and/or Applications manufactured by Avaya OEMs/Partners may not be covered by the same Service Level Objectives and response times. Please refer to the specific Product or Application Service Offer Definition for details.

B. Coverage Hours and Elections

Standard Business Hours are 8:00a.m. To 5:00p.m. in the time zone of the covered products, Monday through Friday, excluding Avaya observed holidays.

Customer may elect either 8x5 or 24x7 coverage:

- **Full Coverage 8x5:** Provides coverage during Standard Business Hours. Requests for support outside the Standard Business Hours may be accommodated at Avaya's option and will be subject to Avaya's then current Per Incident Maintenance rates.
- **Full Coverage 24x7:** This coverage option extends the benefit of Full Coverage to twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year for Major Failures. There is an additional cost for this coverage option.

C. Coverage Elements:

1. Permissive Use and Demarcation

For Supported Products that are not configured to meet Avaya's guidelines for technical compatibility and connectivity to non-Avaya products, Avaya has the right to restrict its diagnostic and/or corrective procedures to those problems that originate entirely within such Supported Products and do not arise out of or in connection with the Supported Products' interoperation with any other non-Avaya Products.

2. Remote Maintenance Support

Subject to coverage hours, as part of Full Coverage Avaya will:

- Receive Customer's request for assistance through the Avaya Services Center
 - Avaya may require only Avaya authorized Customer contacts are able to initiate requests or check on their status and Avaya may limit the number of authorized contacts.
 - Customer may report/log a request via the method of their choice: toll-free telephone number, facsimile request, or Avaya's <http://avaya.com/support> website (or other website designated by Avaya).
- Troubleshoot and resolve product related problems via telephone or remote dial-in connection. Avaya will analyze the system malfunction, if applicable, or remotely access the system to verify existence of the problem and conditions under which it exists or recurs.
- Answer Customer questions regarding product problems.
- Provide recommendations for Software Updates and Service Packs to clear faults. In most circumstances and at Avaya's sole discretion, upgrades to the latest Minor Release or Update version of a product will be required before application of an applicable Patch or Service Pack in order to address a problem.
- Commence remedial maintenance service activities, including software maintenance (bug) fixes, product documentation and Update releases.
- Respond to, diagnose, and clear system-generated major alarms received via Avaya EXPERT SystemsSM Diagnostic Tools (on Avaya products that support that functionality).
 - Any problem that cannot be automatically cleared by Avaya EXPERT SystemsSM Diagnostic Tools will be responded to according to response intervals.
- Isolate or determine the source of problems or anomalies that are the result of installation or configuration errors, as long as the configuration errors are specific to an Avaya Software Product. Support is limited to unaltered versions of the software that are supported by Avaya, and to problems that are reproducible in that version of the software.
- Identify inconsistencies or errors in Avaya Software Product documentation.
- Identify appropriate resources to assist with activities or Customer requests falling outside of Avaya Software Support. Note that these additional resources may be billable and/or may be resources outside of Avaya.
- Both 8x5 and 24x7 Coverage options include 24x7 access to remote maintenance assistance, documentation, and other information via web-enabled case-based reasoning tools on "<http://avaya.com/support>" (or other website designated by Avaya).
- Provide Helpline support which includes:
 - Answering general usability or software application-specific questions: General usability issues are defined as, but not limited to; non-programming issues, and includes general information around the functionality of a product. Usability information can be provided without knowing the specific programming and configuration details of the Customer's system. This general support does not include consultation on appropriate methods and procedures for the Customer's environment nor does it include custom programming. On-going system administration is the Customer's responsibility.
 - Providing advice, which includes directing the Customer to sections of the documentation that may answer a question, clarifying the documentation or recommending possible training courses.
 - Working with trained individuals from the Customer to enhance understanding of the use and features of Avaya supported Products.
 - Helpline support is limited to Business Hours. Helpline requests provided outside of coverage hours (after 5:00 PM) are subject to availability, and will be quoted and billed at Avaya's then

current Per Incident Maintenance rates. Helpline support is limited to the Customer's Authorized Systems Managers only.

- Support does not cover customized system features or reports created by the Customer or Third Parties. Any bug fixing or system re-configuration that Avaya must perform to clear a trouble resulting from Customer's configuration changes are not included in Service Agreement coverage.
- If Avaya determines that a problem is due to the Customer's or a third party's application, then resolution and diagnostic fees may be charged at Avaya's then current Per Incident Maintenance rates.

3. On-site Maintenance Support

If a fault cannot be resolved remotely, and Avaya determines on-site intervention is required to do so, 8x5 coverage provides the dispatch of Avaya's field technical resources 8:00am to 5:00pm in the time zone of the covered products, excluding Avaya holidays, including engineering support. 24x7 coverage extends this support to all Major Failures twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.

When customers are negatively impacted by localized events or disasters Avaya will make every effort to repair or replace equipment as soon as possible.

- Exclusions and Limitations:
 - Additional charges will apply if an Avaya field technician is requested by the Customer to:
 - Wait one (1) or more hours after arriving on-site for equipment to become available for servicing;
 - Remain on-site after resolution of a problem in the covered Products;
 - Remain on-site outside of coverage hours;
 - Provide Standby Service. For example, requesting field technicians to be present on the Customer's premises during electrical power shutdowns, disaster recovery tests, or special events.
 - Perform moves, changes, or other activities not covered under the scope of the selected coverage options
 - Perform any support on Products not covered by this Agreement.
 - All support (Remote, on-site and parts replacement) of terminals is excluded if the Customer selects Switch-Only Coverage option.
 - On-site support of terminals is limited to functional locations. Individual terminals located in remote offices or personal residences must be brought to a functional location for on-site support or a replacement part can be mailed directly to the remote location.
 - On-site support is not available for Spectralink terminals and associated accessories. Replacement parts will be mailed directly to the Customer.

GCS and SMB Wire Maintenance

Wire Maintenance is an optional Coverage Element available for an additional charge. To the extent that Avaya will provide Wire Maintenance, the following will apply.

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

4. Parts and Materials Replacement

If covered configuration includes hardware, Full Coverage provides for on-site replacement of any covered part Avaya determines to be defective. Replacement parts may be new or refurbished.

- Consumables (including but not limited to headsets, remote controls (TV & video), printer ribbons, back-up tapes or other blank media, wall brackets, rack mounting and other hardware kits, face plates, bezels, blank panels, designation strips, technical documentation, labels or other accessories) are not included in maintenance coverage.
- Equipment that is part of a standard configuration receives maintenance coverage as a component of a covered system. The equipment is defined as Minor Material and may include but is not limited to internal cabling, fans, fan assemblies, transformers, embedded operating system software, power supplies, fuses & firmware.
- Service support does not include the provisioning or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to the Product(s).

Avaya-licensed Software:

- Defective software media will be replaced at no charge. Avaya will replace only the number of copies originally provided to the Customer.
- It is the Customer's responsibility to maintain original software media. In situations where the Customer has no backup copies of Avaya-licensed Software, Avaya will provide a backup copy of the originally licensed Software release in the event of a loss if the Software is a currently supported release. Replacement of media and any implementation services are subject to additional charges. If the lost release is not currently supported, the Customer must pay for an upgrade to a currently supported release.

5. Product Correction Updates

In order to assess the quality and reliability of its systems, Avaya tracks repair information on our Customer's systems. Recurring problems are analyzed and where generally applicable corrective measures are identified, Avaya may issue a Product Correction Update. A Product Correction Update can be a Product Correction Notice (PCN), Service Packs, Software and firmware updates.

Standard Full Coverage Service:

- Avaya will issue Product Correction Notices (PCN), Service Packs and Software and firmware Updates.
- PCNs will be issued as technician, remote or Customer installable and with a classification of either 1, 2 or 3 depending on the product, level of severity and complexity of the Update.
- Full Maintenance Coverage includes installation for remote and technician installable Product Correction Updates at no charge during Standard Business Hours. Full Maintenance Coverage 24x7 also includes support outside of Standard Business Hours for remote and technician installable PCNs that have been deemed by Avaya as Major Failures. All other support outside of Standard Business Hours is billable at Avaya's then current Per Incident Maintenance rates, unless specifically provided for in the PCN.
- There may be cases where a Product Correction Update may require a system hardware upgrade to comply with current manufacturer's specifications. Such hardware upgrades are not provided as part of Full Maintenance Coverage. Avaya will provide Customer with a cost estimate prior to providing any chargeable hardware upgrades.
- In most circumstances and at Avaya's sole discretion, upgrades to the latest Minor Release or Update version of a product will be required before application of an applicable Patch or Service Pack in order to address a problem.
- Customer installable Product Correction Updates are the responsibility of Customer. Upon Customer's request, Avaya will perform the installation at Avaya's then current Per Incident Maintenance rates. Remote help line support is available during Standard Business Hours. Full Maintenance Coverage 24x7 includes remote help line support outside of Standard Business Hours for Customer installable Product Correction Updates that have been deemed by Avaya as Major Failures. All other support outside of Standard Business Hours is billable at Avaya's then current Per Incident Maintenance rates.

- For certain Avaya designated Software applications, Customer will be entitled to receive Software Minor and Major Releases as well as Updates under Full Maintenance Coverage. Eligible Products will be designated on the applicable order or associated quote sheet as being entitled to "Full Coverage Plus Software Upgrade." The upgrades that will be provided may include new Software features and functionality, provided however, Customer will not be entitled to receive upgrades to optional features or functionality that Customer did not previously license and which Avaya licenses as separate Products. Any upgrades that are provided to eligible Products will be provided under the same provisions applicable for Updates as set forth herein.
- For Software applications designated by Avaya as eligible for "Full Coverage Plus Software Upgrades," Customer must provide a test or lab environment for verification of Updates, Minor Releases, and Major Releases before being moved into a production environment.

Product Correction Support Coverage

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

Limitations and Exclusions

- PCN, Software and Firmware Updates and maintenance patches for Expansion Port Network (EPN) sites will be performed at the Processor Port Network (PPN) site when applicable. The customer must provide Avaya with access and required permissions. There must be a functional link from the EPN to the PPN; otherwise the EPN site will be priced the same as the PPN.
- Remote and customer installable PCN, Firmware and Software Updates and maintenance patches will be completed remotely when applicable. The customer must provide Avaya with access and required permissions. Additionally, for certain update the customer will be required to insert a diskette into the disk drive. If the customer requests an on-site technician to perform this function, then Per Incident charges will be billed.
- Only Avaya issued Product Correction Updates are included in this offer and only for the eligible products covered by this offer.
- Out of hours support excludes Sundays or Avaya Observed Holidays unless the installation of the update is required for resolution of a maintenance trouble.
- Trouble isolation and fault management associated for the installation of Product Correction Updates for non-standard CMS environments is limited to correcting faults with the standard CMS application. Additional maintenance support is billable at Avaya's then current Per Incident Maintenance rates.
- System backups are not included and are the customer's responsibility.
- Software and firmware Updates to voice terminals and other end-user devices (e.g., IP Softphone) are included for customers that have Full Coverage on the switch and terminals. Avaya will download the update, but the customer will be required to register the voice terminals. This can be accomplished by a busy-out or having the users unplug and plug-in the voice terminal. If the customer has switch-only coverage, Software and Firmware Updates to voice terminals are either the customer's responsibility, or Per Incident charges will apply.
- Product Correction Support for CMS, IVR/Conversant products exclude updates issued by Sun MicrosystemsSM, including those approved by Tier IV, unless they have been incorporated into an Avaya issued PCN.

6. Power Surge Protection

For customers with a current Avaya Maintenance Service Agreement, Avaya will repair damage to voice hardware products where lightning or a power surge is the direct cause of damage to the voice hardware products.

To qualify for equipment replacement, at the time of the power surge or lightning strike, Customer must have properly protected equipment that complies with:

- Product manual installation requirements,
- Product manual electrical protection requirements
- The National Electrical Code standards,
- Applicable local electrical code standards, and
- Any Applicable site requirements (power surge protection)

Customer must provide additional protection as follows:

- All power feeds for the switching products and ancillary equipment must be protected by a properly installed protection device (AC protector, line protector)
- All analog central office facilities connected to the switching product such as a loop start, ground start, or DID, must be protected by a properly installed protection device.
- All T1/DS1 facilities must be terminated in a CSU and/or DSU.
 - All out of building stations or other services must be protected per out of building instructions provided in the appropriate installation manual.
 - All additional protection equipment must be installed in compliance with the National Electrical Code, any applicable local standards, and any Avaya specified site requirements

The policy does not include coverage for:

- Damage to data, VPN or video products
- Loss or corruption of data records
- Damage from lightning strikes which indirectly cause damage to the voice hardware products (e.g. lightning causes a fire – the fire then damages/destroys the switch)
- “Acts of God” as defined in the Customer Agreement

Note - UPS (Uninterruptible Power System) is not a substitute for protection devices

D. Response Intervals

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

- For Hardware Products; if Avaya deems the fault cannot be cleared remotely, interval is from the time the Avaya Service Center identifies an on-site visit is required to the time the technician or replacement part arrives at the Customer’s site. For Software Products, interval is from the time the Customer contacts the Avaya Services Center with an Assistance Request to the time the technician/engineer contacts the Customer.
- Hours are stated in coverage period hours. Work will be performed during the Customer’s specified coverage hours. Avaya will attempt to clear all failures remotely before dispatching a technician to the Customer’s premises.
 - Major Failures
 - Within two (2) business hours for Major Failures on the **DEFINITY® and Communication Manager switch**. To qualify for this response interval the Customer site must be located within a certain major metropolitan area, as defined by Avaya. This response is available during the hours of 8:00 a.m. to 5:00 p.m. in the time zone of the covered products, Monday through Friday, excluding Avaya observed holidays. The two (2) hour response interval is not applicable between the hours of 5:00 p.m. & 8:00 a.m. if the Full Coverage 7x24 option is elected.
 - Within four (4) business hours for Major Failures for Customer sites located outside the defined major metropolitan area, for non-Avaya labeled or customized software and all other products. This interval is provided during the hours of 8:00 a.m. to 5:00 p.m. in the time zone of the covered products, Monday through Friday, excluding Avaya observed holidays, or is provided 24x7 if Full Coverage 24x7 option is elected.
 - Minor Failures –For all other failures, response intervals are next Business Day by 5:00 p.m., provided the work will be performed during the normal Business Day, 8:00 a.m. to 5:00 p.m. in the time zone of the covered products, Monday through Friday.

E. Definition of Major/Minor Failures

Definitions for Software

Major/Minor Failures: Avaya determines whether the outage or fault constitutes a Major and Minor Failure. The following are guidelines for classification of Major and Minor Failures:

Major Failure: Failures that materially affect critical operations and have no acceptable workaround. Critical operations are those such as:

- o complete outages of the application software that results in the loss of all processing capability or that cause significant reduction in the capability or the function of the application;
- o outages of the application software that impact more than 50% of the users;
- o the system is losing data, not collecting data, or the system is not processing calls as a result of the application software;
- o software bugs that cause a complete system crash or significant loss of data;
- o other software problems that significantly impede access or use of the software.
- o Any resolution, even the resolution of a minor issue, requiring the shutdown of Customer's entire system or application will be considered a major failure and will not be subject to time and material charges if Customer is covered under the 7x24 maintenance offer.

Minor Failure: Any failure of the system that is not included in the definition of a Major Failure; or failures that cause particular features or functionality to be inoperative but not materially affecting normal business operations.

Note: An alarm is designated as either major or minor by software within the applicable product. A major alarm is not necessarily an indication of a Major Failure and may not be handled as a Major Failure. A minor alarm is not necessarily an indication of a Minor Failure and may not be handled as a Minor Failure.

Definitions Hardware

Major/Minor Failures

Failures not otherwise caused by Customer are classified as major or minor. The condition is assigned to the system when the Customer makes a request of Avaya for maintenance assistance. The classification determines how quickly the specific problem will be assigned a resource and responded to.

DEFINITY[®], Communication Manager, Modular Messaging, Intuity[™], Predictive Dialer, Proactive Contact, and Supported Non-Avaya Systems such as but not limited to, SUN[®]:

Major Failure Twenty-five percent (25%) or more of the trunks and/or stations supported by the Avaya common control unit are out of service at any time due to the failure of products provided by Avaya; the attendant console or common control processor is out of service; twenty-five percent (25%) or more of the data peripherals supported by the Avaya common control unit are out of service at any time due to the failure of products provided by Avaya; or twenty-five percent (25%) or more of the special network capabilities supported by the Avaya common control unit are out of service at any time due to the failure of products provided by Avaya.

- Any resolution, even the resolution of a minor issue, requiring the shutdown of Customer's entire system or application will be considered a major failure and will not be subject to time and material charges if Customer is covered under the 7x24 maintenance offer.

Minor Failure Any failure of Products provided by Avaya that is not included in the definition of a Major Failure.

Alarm Conditions

An alarm is designated as either major or minor by software within the Product. A major alarm is not necessarily an indication of a Major Failure and may be handled differently than a major failure. A minor alarm is not necessarily an indication of a minor failure and may be handled differently than a minor failure.

* SUN is a trademark of Sun Microsystems, Inc.

PARTNER[®], MERLIN Legend, MERLIN MAGIX[®] and IP Office Integrated systems:

Major Failure Failures that Avaya determines materially affect the operation of the Customer's telecommunications system.

Minor Failure Any failure of Products provided by Avaya that is not included in the definition of a Major Failure.

CRM, Avaya Software/Applications, Avaya Supported Software Products and Messaging Software Products:

Major Failure Failures that materially affect critical Customer operations. Critical Customer operations are those such as: complete outages of operating system or application software; software bugs that cause a complete system crash or significant loss of data; or other software problems that significantly impede access or use of the software

- Any resolution, even the resolution of a minor issue, requiring the shutdown of Customer's entire system or application will be considered a major failure and will not be subject to time and material charges if Customer is covered under the 7x24 maintenance offer.

Minor Failure Any failure of Products provided by Avaya that is not included in the definition of a Major Failure.

CONVERSANT[®], Interactive Response (IR) and Call Management Systems (CMS):

Major Failure **CMS** - The system is down, not accessible by more than 50% of users and/or the system is losing data or not collecting data.

Conversant/IR - The system is down, not accessible by more than 50% of users and/or the system is losing data or not collecting data, the System is not processing calls or 25% or more of T1 or tip/ring capacity is out of service.

- Any resolution, even the resolution of a minor issue, requiring the shutdown of Customer's entire system or application will be considered a major failure and will not be subject to time and material charges if Customer is covered under the 7x24 maintenance offer.

Minor Failure Any failure of the system that is not included in the definition of a Major Failure.

Octel[®] Message Servers, Supported Non-Avaya Voice Mail and Associated Hardware and Software:

Major Failure **Message Server** – Unscheduled total system outage and failure to reboot for any reason; inability to access the system through the System Manager Terminal (SMT), if applicable; inability to access the system through 25% or more of all ports; interoperability of one or more of the disk drives that store message or data; loss of system integration; continual system restarts; inability of system to collect Call Detail Records (CDR[™]) data, if applicable; message waiting not functioning system wide; installed networking not functioning.

Data Module (for Aspen systems and OMD 250/350 message servers) – Inability to access the Data Module through the Data Module console terminal; inability to access the messaging server through SMT emulation; inability to access the Data Module through the fax board, voice board, module interface board or service modem; inability to access a host computer via the relevant Data Module application; inoperability of the interface to the Data Module.

Covered software feature – Anytime that the software feature or entire custom application, Works, Data Module or prepackaged application is not functioning.

- Any resolution, even the resolution of a minor issue, requiring the shutdown of Customer's entire system or application will be considered a major failure and will not be subject to time and material charges if Customer is covered under the 7x24 maintenance offer.

Minor Failure Any failure of the system that is not included in the definition of Major Failure.

Meeting Exchange Conference Products:

Major Failure Failures that affect the End User's normal business operations and have no acceptable workaround. Examples of Major Failures are: *total system* failure that results in the loss of all transaction processing capability (e.g. loss of browser based call conferencing, data transmission); or cause *Significant reduction* in conference traffic handling capability or the function of conferencing applications.

- Any resolution, even the resolution of a minor issue, requiring the shutdown of Customer's entire system or application will be considered a major failure and will not be subject to time and material charges if Customer is covered under the 7x24 maintenance offer.

Minor Failure Failures causing particular features or functionality to be inoperative but not affecting normal business operations.

Data and Avaya Supported Servers:

Major Failure Failures that Avaya determines materially affect critical Customer operations.

Minor Failure Any failure of Products provided by Avaya that is not included in the definition of a Major Failure.

Product Correction Notices (PCNs):

Major Failure Class 1 and 2 PCNs. Major system failure due to Product non-conformance. Moderate to high probability of potential loss of system use or functionality and or loss of customer information.

Minor Failure Class 3 PCN. Minor system failure due to Product non-conformance. Low probability of potential loss of system use or functionality and or loss of customer information.

F. Security

- Toll Fraud Intervention: If the Supported Products includes any Communication Manager, G3 or DEFINITY products and the Customer suspects active toll fraud, the Avaya Services Center will assist the Customer in analyzing the situation and help the Customer understand what it may do to intervene and help stop long-distance theft (toll fraud). Note: This service supplement does not prevent the possibility of toll fraud.
- If the Supported Products includes any Communication Manager, any G3 or DEFINITY, Avaya will provide general security advice to help the Customer secure its system against toll fraud.
- Each Avaya Maintenance Customer will receive, on a Quarterly Basis, a Security Screener Letter via email. The purpose of the security screening service is to provide specific detailed important information pertaining to the risk of toll fraud associated with the use of the Customer's Avaya DEFINITY® Enterprises Communications Server, or Communication Manager. (Toll fraud occurs when unauthorized persons gain access to the Customer's system to make phone calls. Under applicable law, the Customer is responsible for paying for these unauthorized calls.) The security screening service checks the Remote Port Security Device, Default passwords on Customer Logins and the Remote Access Feature. The Customer should not assume that their system is totally secure, even if it passes the screening.

- The Customer should, with respect to Avaya products, use the "Avaya Products Security Handbook" along with the individual product documentation, as a guide, to help secure remote access capabilities. This guide is available on the Avaya Customer Support Web site, "<http://avaya.com/support>."

G. Maintenance Software Permissions and Logins

Avaya's Service Agreement coverage includes limited right-to-use of DEFINITY®/Communication Manager Maintenance Software Permissions (MSP's), for Customers who wish to participate in clearing minor alarms on their equipment and routine administrative tasks. MSPs allow the Customer access to certain maintenance capabilities to perform low level/minor maintenance tasks. MSP's are Avaya proprietary information and are not transferable or assignable to a service provider or any third party. For Communication Manager 4.0 and all prior Communication Manager/ DEFINITY® systems upon expiration or prior to termination of Customer's Service Agreement or MSP Permission License, Customer will provide Avaya prompt access to the applicable products to de-activate the MSPs.

The Customer may not gain access to proprietary software, in the manner described below, without authorization from Avaya. The following changes to the DEFINITY®/Communication Manager proprietary software cannot be made without authorization from Avaya:

- Accessing and taking control of Avaya DEFINITY®/Communication Manager logins (INIT, INADS, DADMIN and Craft). These logins are accessed exclusively by Avaya personnel (or it's authorized agents/representatives in the case of DADMIN).
- Making changes to the permissions of logins intended for exclusive use of Avaya (INIT, INADS, DADMIN, and Craft).
 - Accessing the "Change System Parameters Custom Options" screen and turning on features in the DEFINITY®/Communication Manager system without paying right-to-use fees.

H. Preventive Maintenance for DEFINITY Products

Full Coverage provides routine Preventive Maintenance (PM) activities for Enterprise DEFINITY warranty and service agreement customers at no additional charge. PM routines and service is performed during business day hours, Monday-Friday, 8am-5pm. Each DEFINITY product type defines Preventive Maintenance activities and intervals.

II. Enhanced Remote Services (ERS)

A. Coverage Hours and Elections under this Supplement:

Services under this Agreement will be performed only within the 48 contiguous United States and the District of Columbia.

Support coverage hours are provided either 8-5 Monday - Friday or 7x24 based on the terms of Customer's Service Agreement coverage.

The services described in this Supplement are available for Customer's Avaya DEFINITY®, Communications Manager (CM), associated voice terminals and any Avaya – furnished adjuncts, including voice messaging, voice response and/or call management systems.

The Single Point of Contact, Agency, and Off Board Alarming service options described in this supplement are available for Avaya S Class Servers and Gateway Customers. Customers with converged technology in their network will be provided the same support as that for historic TDM networks. If Customer opts to add network support with or without agency, the support will only cover network connectivity to the public switch network used to carry standard voice traffic. The offer will not cover LAN/WAN networks. LAN/WAN networks and all components of those networks will be the responsibility of the Customer. Customers who require Avaya to support the LAN/WAN portion of their network/infrastructure are not candidates for ERS support.

B. Coverage Elements:

1. Single Point of Contact (SPOC)

Single Point of Contact is an optional Coverage Element available for an additional charge. To the extent that Avaya will provide Single Point of Contact, the following will apply.

The SPOC option provides Customer with a designated maintenance support team in Avaya's Global Service Delivery (GSD) Organization. The SPOC will coordinate trouble resolution activity on Customer's DEFINITY/CM system/terminal/adjuncts across all Avaya support organizations and platforms. The response objectives, hours of coverage and major failure definitions for SPOC are defined in Customer's Maintenance Service Agreement.

Customers will be notified of all major troubles, which are not cleared by Avaya EXPERT SystemsSM Diagnostic Tools. Major troubles are defined in Customer's Maintenance Service Agreement. The Technician or Engineer will determine with Customer the most effective way to handle each major trouble.

- The Avaya support team will follow instructions in special handling notes, which have been mutually approved by Avaya and Customer.
 - The Customer contact will be notified upon receipt of any major trouble not otherwise cleared.
 - The Customer contact will be notified upon completion of remote diagnostics.
 - The Customer contact will be notified with each change in status such as:
 - Trouble dispatched
 - Tier 3 or 4 escalation
 - Equipment to be ordered
 - Remote commitment time to be changed*
 - Remote commitment missed*
 - Remote closure*
- *Troubles, which are referred for dispatch, will receive trouble status from the field technician.

In addition, Avaya will perform the following activities:

- SPOC referral for any required on-site dispatch
- Contact a dedicated team of Tier II and Tier III engineers for remote support
- Tier III engineers will coordinate and case manage any Avaya Labs modification requests (Tier IV)
- Remote seasonal clock changes twice per year for covered equipment (On-site dispatch is not included.)
- Tracking, coordination and case management of all field Product Correction Notice (PCN) changes

SPOC does not include case management or proactive calls regarding minor troubles. Minor troubles are defined in Customer's Maintenance Service Agreement. Customer will be given the option to either call the designated team for status during Customer's hours of coverage, or to go to the Avaya customer support web site which is available 7x24 at <http://support.avaya.com/>. The Avaya support team will follow instructions in special handling notes, which have been mutually approved by Customer and Avaya.

Minor troubles will be managed as follows:

- Upon any Customer contact for minor troubles the Customer will be assisted in finding status on troubles over the Avaya web site.
- On all minor DS1 Alarms which are not cleared by EXPERT, or the switch, the Customer contact will be notified and informed of the following: dispatch information, escalation information, and closure information.

SPOC support does not include maintenance trouble shooting or maintenance referrals for customer's LAN/WAN networks. The SPOC team will not be in receipt of Customer's SNMP Alarms.

2. Agency

Agency is an optional Coverage Element available for an additional charge. To the extent that Avaya will provide Agency, the following will apply.

Agency provides Customer with a point of contact for network trouble reporting and resolution. The option includes trouble isolation, trouble referral, cooperative testing and case management related to Local Exchange Companies (LEC's), Inter Exchange Carriers (IXC's), and vendors of network interface equipment (Channel Service Units, T1 Cabling, and Multiplexers) for lines that terminate in Customer's Avaya DEFINITY/CM. This coverage will be provided during the coverage period that Customer selected in Customer's Maintenance Agreement (for example, 8am – 5pm Monday through Friday, local site time, excluding Avaya-observed holidays).

Avaya will provide Customer with:

- The vendor ticket number and commit date/time.
- Verification of network connectivity (Avaya will provide ping to first point on data network).

The following facilities or services are **excluded** from this offer:

- Data Networks. Agency support does not include maintenance referrals of LAN/WAN Network issues. LAN/WAN Network issues are the responsibility of the Customer
- Provisioning of facilities
- Referral or case management of troubles associated with any central office facilities that are directly connected to telephone answering companies, alarm service companies, ATM's, or non-Avaya switching or key systems and associated facilities.
- Fax machines, modems, and answering machines and associated facilities.

3. Off-Board Alarming with Agency

Avaya will proactively monitor DS1 off-board alarms associated with network facilities and the links associated with Avaya adjuncts that have Avaya/DCIU capabilities. Avaya will handle these alarms on a priority basis. If Avaya cannot clear the alarm, Avaya will refer the trouble to Customer's network/facility vendor. If the alarm is associated with an Avaya adjunct (for example, an Intuity or Audix voice messaging system or Station Message Detail Recording) Avaya will manage the trouble resolution within the Avaya Technical Services Organization. The Off-Board Alarm option will be provided based on the coverage period hours that Customer selected in Customer's Maintenance Agreement.

4. Off-Board Alarming Notification (Without Agency)

Customer can elect to have Avaya provide off-board alarming notifications only. This option does not include alarm troubleshooting or resolution. The Avaya support team notifies Customer when an off-board alarm is received during the coverage hours of Customer's Maintenance Agreement. It is Customer's responsibility to clear the alarm and notify Avaya for alarm ticket closure. This arrangement supports Customer's desire to monitor facility related issues. Customer must maintain software vintage of R5 or greater to be eligible for this support option.

C. Contract Period

The optional services selected above will commence thirty (30) days after Avaya's acceptance of the Order and Avaya's receipt of the documentation required from Customer that is listed in Section G of this Supplement. The term of any optional service Customer selected will be co-terminous with the term of Customer's Avaya warranty and/or Maintenance Service Agreement.

III. Extended Services Support

Avaya may discontinue or limit the scope of services for Supported Products that Avaya or a third party manufacturer has declared “end of life,” “end of service,” “end of support,” “manufacture discontinue” or similar designation (“End of Support”) effective as of the effective date of the manufacturer’s End of Support notice. Following the effective date, Avaya services for manufacturer End of Support Products will be under the terms of “Extended Services Support.”

Extended Services Support will continue to provide the same Full Coverage Maintenance Services described in this document, with the following exceptions. At the end of manufacturer support, Tier IV R&D product developer support and going-forward maintenance Updates (e.g., Product Change Notices (“PCN’s”), “bug fixes,” interoperability/usability solutions) are no longer provided by the manufacturer. Therefore, certain complex faults or functionality issues may not be resolvable without the Customer upgrading the system to a version currently supported by the manufacturer at the customer’s expense.

In addition, as replacement parts are manufacture discontinued, some products or components may become increasingly scarce or require replacement with substitute parts. This may result in delays in response or repair intervals, may require upgrades to other components or the entire product itself replaced with manufacturer supported technology at customer’s expense in order to ensure compatibility and preserve Supported Product functionality. As a result of these affects, Service Level Agreements will no longer apply.

Extended Services Support is provided only to Avaya customers purchasing support services (i.e.: Full Coverage, Remote Plus Parts, Remote Only etc.) for the affected Product. Customers who have not purchased support services for the affected Product are not eligible for Per Incident (a.k.a T&M) services when Extended Support becomes effective on such Product.

Note: Effective July 1, 2010, Per Incident (a.k.a. T&M) services are provided only to Avaya customers purchasing support services (i.e.: Full Coverage, Remote Plus Parts, Remote Only etc.) for the affected Product.

IV. Dedicated Access

You must install or arrange for the installation of an Avaya-approved remote access methodology for systems/devices that support remote access no later than the delivery date of the Avaya-installed systems/devices or prior to the commencement of support in all other situations. Remote access is made possible with a traditional phone line for modem-equipped products or through an Avaya-approved VPN access solution. The line number or IP address must be provided to Avaya as soon as it is available. This modem line or VPN must remain available to provide remote access on a 24x7 basis or there may be degradation to the service and support received from Avaya. Avaya’s support obligations under this document are contingent on the provision of remote access. IF REMOTE ACCESS IS NOT GRANTED, AVAYA MAY NOT BE ABLE TO PROVIDE SERVICES AND WILL NOT BE LIABLE FOR SUCH FAILURE.

V. Certification

Newly purchased products, used products and products that had not been continuously covered are all eligible for coverage. Certification of the products is sometimes required to ensure that the products are properly installed and in good working order. Certification allows for the inspection of Avaya products and Avaya-supported products in order to ensure that they meet all Avaya environmental and technical specifications prior to issuing a Support Agreement.

Customer/Partners/Resellers must notify Avaya when there are moves or new system installs so Avaya can certify the equipment when required and update the Customer’s records. Customers with an INADS line must also re-register the line at its new location.

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

Avaya, an authorized Avaya BusinessPartner, or for non-Avaya products, a manufacturer or manufacturer-authorized service provider did not install equipment not classified as “customer installable.”
 Avaya, an authorized Avaya BusinessPartner, or for non-Avaya products, a manufacturer or manufacturer-authorized service provider previously installed the equipment and Avaya service coverage has lapsed for more than ninety (90) days.
 Equipment not classified as “customer installable” is not installed or moved by Avaya or an authorized BusinessPartner to a new site. If you have an INADS line, you must also re-register the line at its new location.

Certification is not included in the services or support described in this document. The cost of the certification will be charged at Avaya’s then current standard rates. Avaya does not guarantee that products subject to certification will be certified.

VI. Customer Responsibilities

ERS Customer Responsibilities

To activate any optional service, in addition to signing the Cover Letter/Order Form, the Customer is required to complete and submit the following forms as noted:

ERS Option(s) for both DEFINITY and Small Business Products	AVA-3081 Site Profile	AVA-3080 Agency Network Facilities Supplement	Letter of Agency Agreement
Single Point of Contact (SPOC)	Required		
Agency	Required	Required	Required
Off Board Alarm with Agency	Required	Required	Required
Off Board Alarming	Required	Required	
Voice Network Engineering	Required		Required

Depending on the Options selected, customers will be responsible for providing:

- Circuit ID/Telephone/DID/or 800 numbers
- DNIS digits or POTS number for 800 service
- Service Type (i.e. Central Office, Readyline etc.)
- Network/facilities interface equipment type and model number and/or equipment line location, data extension etc. for adjuncts
- Vendor(s) name and maintenance telephone numbers. In addition, the customer is required to provide a letter of authorization to the other vendor(s), which declares that Avaya is authorized to serve as the customer’s agent. The customer must provide a copy of the letter of authorization to Avaya for each vendor.

Additional Customer Responsibilities include:

- Provide a designated primary customer contact.
- Provide telephone facilities enabling Avaya to dial in directly to the modem(s) connected to each system.
- Provide Avaya with login ids, passwords, telephone numbers, and security procedures necessary for Avaya to dial in and access each system.
- Provide the proper electrical and telecommunications connections as specified by Avaya.
- Provide written notification of changes to the network, facilities, and/or equipment covered in the agreement.

VII. Additional Benefits/Tools

Avaya offers additional tools to customers and channel partners who have purchased Avaya Service Agreements.

- **HealthCheck-** (Hardware support offers only) Proactively checking you System's Health. HealthCheck will identify misadministration and provide an easy to understand report that will enable you to make changes to your system to improve your systems reliability and performance. This is available on many of Avaya's applications and hardware and will provide detailed information along with recommendations for administration changes if any are discovered. Requesting a HealthCheck Report: <http://support.avaya.com>, login using your SSO login and click on the HealthCheck link located under "Related Links" on the support landing page.
- **Case Status Alerts-**Provides customers and channel partners the ability to sign up to receive proactive notifications with up-to-date stats information on trouble tickets and service requests related to your communication solutions. Alerts will be sent via email and other test enable communication devises at no additional cost. To sign up for Case Status Alerts, you will need to have a Single Sign On (SSO) User ID. Your SSO User ID must be associated with the Sold-To Locations in which you wish to receive Case Status Alerts. You can view/add/change Sold To number associations at <http://support.avaya.com>>Sold To Administration. If the Sold To number is already "owned" by another User ID, you should ask that person to add you as a "user".
- **InSight Knowledge Management Technical Guide-** The Avaya InSite Knowledge Management search engine will provide powerful new search capabilities and access to the Avaya knowledge base used by Avaya Global Service Delivery engineers. This tool provides Discussion Forums with Subject matter experts, Resolution Wizards to provide clarity in understanding problems to expedite trouble resolution, and Improved search capabilities. To access Avaya Knowledge Base, Services Customers and Authorized BusinessPartners go to <http://support.avaya.com> , enter your SSO login and a valid Sold-To/Functional Location number.

VIII.Pricing Assumptions

- Avaya may perform true ups to determine if additional Equipped TDM ports and/or Administered IP ports have been added to Supported Products and bill for the additional ports.
- One-time fees will be billed to the main Sold-to location.

Re-initiation of Lapsed Coverage

A re-initiation fee will apply to reinstate support when coverage has lapsed. The new support coverage is based on the total number of licenses, servers or gateways (as applicable based on the relevant billing metric) to be covered. The re-initiation fee is a one-time fee equal to 25% of the first year of the new support coverage. The applicable re-initiation fee will be invoiced and payable with the first billing of the new coverage.

Note:

- 1) The re-initiation fee is subject to change at any time.
- 2) Re-initiation fees are not discountable.
- 3) Time and Materials (T&M) support is not available if a support contract has lapsed.
- 4) New support coverage sold to customers for products that have not had Avaya support coverage for more than 12 months are not subject to re-initiation fees.
- 5) If and to the extent that the Supported Product includes products manufactured by independent third parties (OEM products), a higher re-initiation fee may apply.

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IX. Glossary

Terms	Definition
<i>Major Release</i>	A major change to the Software that introduces new optional features and functionality. Major Releases are typically designated as a change in the digit(s) to the left of the first decimal point (e.g. [n].y.z)
<i>Minor Release</i>	A change to the Software that introduces a limited amount of new optional features and functionality. Minor Releases are typically designated as a change in the digit to the right of the first decimal point (e.g. n.[y].z)
<i>Update</i>	Changes in the Software that typically provide maintenance correction only. An Update is typically designated as a change in the digit to the right of the second decimal point (e.g. n.y.[z]), representing a re-release of the corrected Software version, or an issue(s)-specific correction provided in the form of a patch, super patch, service pack, maintenance release, bug fix, etc.
<i>Unauthorized Service Provider</i>	Any 3rd party that is not an Avaya Authorized BusinessPartner.
<i>Commercial Agreement</i>	Means, as the context requires, a direct Customer Agreement, a Reseller Agreement, a Value Added Reseller Agreement, a Distributor Agreement, a Service Provider or Systems Integrator Agreement.
<i>Customer</i>	Means, as the context requires any of the following: an end user customer, Reseller, Value Added Reseller, Distributor, Systems Integrator or Service Provider purchasing support services directly from Avaya for the Supported Products.
<i>Service Description</i>	The Service Description may also be referred to as a Service Agreement Supplement or Customer Service Agreement Information