



SERVICE DESCRIPTION

Service Agreement Supplement

Software Support

Version 9.0 , July 2010

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Introduction

This Service Description describes the Avaya Software Support services for eligible Software 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.

General

Support Coverage Options:

Avaya offers two remote software support options:

- Software Support Plus Upgrades, 24x7
- Software Support, 24x7

In order to be eligible to purchase Avaya hardware maintenance, you must have active software support coverage for corresponding software.

The coverage described in this document is limited to unaltered versions of Supported Software and to problems that are reproducible in such versions. "Supported Software" means the software products included on a service order form or associated service quote that are eligible for software support from Avaya. Corrections to certain problems may only be available through a future version of the Supported Software or through a documentation update. Hardware products are expressly excluded from coverage under this document. For OEM SW that is covered by an Avaya maintenance agreement, the SLOs will conform to standard Avaya SLOs. Any OEM SW that is not covered by Avaya, and is covered by the OEM, would be subject to the OEM's SLOs available from the OEM provider.

Support coverage can be either Software Support Plus Upgrades (provided you are on the current release) or Software Support and is based upon the total number of licenses to be covered. Certain Supported Software also qualifies for coverage under the terms of Appendix B. Such coverage will be included when specified on the applicable order accepted by Avaya.

Commencement of Support:

Software Support Plus Upgrades and Software Support will commence and be chargeable as follows:

- If Avaya sells the software directly and installs the software, software support will commence on the date Avaya notifies you that the software is installed according to specifications.
- If Avaya sells the software directly, but does not install the software, support will commence on the earlier of the date when software (i) features are enabled, (ii) is downloaded to the target processor or (iii) physically delivered to the customer premises.
- If the software is purchased through an authorized Avaya reseller, support will commence on the first day of the second month following software order closure. Support for additional licenses (after initial commencement of support) will commence on the first day of the month following order closure for those additional licenses.

Renewal of Coverage:

Notwithstanding anything to the contrary in your written commercial agreement with Avaya, Software Support Plus Upgrades and Software Support coverage for Supported Software will automatically renew at the end of the initial term of coverage and any renewal term under Avaya's then current Service Description applicable to Supported Software unless either party provides written notice of its intent not to renew such coverage at least 30 days' prior to the renewal date. Provided, however, if you are an authorized reseller or Distributor, renewals will not be automatic, unless auto-renewal is available from Avaya. Software Support Plus Upgrades will renew for successive 3 year terms of coverage, or such shorter term of coverage as may be offered by Avaya as of the date of renewal. Software Support coverage will renew for successive 1 year periods. The support rate for the second through final year of coverage within a multi-year support agreement will be the same rate as applicable for the first year of coverage for the same Supported Software. Thereafter coverage will renew at then-current rates. The renewal rate for 1-year Software Support agreements for the first renewal period (the second year of Software Support coverage) will not be more than 5% higher than the rate for the initial year of coverage for the same Supported Software. Thereafter, Software Support coverage will renew at then-current rates.

Reinitiation of Lapsed Coverage:

A re-initiation fee will apply to reinstate support when coverage has lapsed or to initiate coverage when it was not initiated at the time of purchase of the software license. The new support coverage is based on the total number of licenses covered on the new contract. 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 paid on the first billing of the new contract. SSE product discounting can not be applied to this re-initiation fee.

Reinstatement of lapsed SS contracts does not require the customer to be on the current release.

Reinstatement of Lapsed SSU contracts does require the customer to be on the current release. If the SSU customer is not on the current release, new licenses must first be purchased. Then, the re-initiation fee is calculated based on a single year value of the coverage period.

Note: 1) This fee is subject to change at any time without notice. 2) Re-initiation fees are not discountable, 3) Time and Materials (T&M) support is not available if a support contract has lapsed.

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.

Same Level Coverage:

All licenses for a single application on a single server must have the same level of coverage. If you are found to have varying levels of coverage on the licenses for a single application or for a single server, the following will occur:

- Licenses covered at Software Support level will be brought up to Software Support Plus Upgrade coverage;
- The existing Software Support coverage will be cancelled and you will be credited for the remaining term; and
- An equalization fee will be applied.

The current equalization fee is a one time fee equal to the difference in coverage fees paid and fees applicable for Software Support Plus Upgrades coverage for the licenses. This fee is subject to change without notice and the applicable equalization fee will be as in effect at the time the new coverage is established.

Coverage Required for Avaya Integrated Applications:

All Avaya applications that are integrated with other Avaya applications that are covered by Software Support Plus Upgrades or Software Support must also be covered by Software Support Plus Upgrades or Software Support. In the event that Avaya becomes aware of fragmented coverage (e.g. Avaya Communications Manager integrated with Avaya Call Center Software where only Avaya

Communications Manager is covered by Software Support), it will notify you. In the event that coverage is not initiated on the uncovered application(s) within ninety (90) days of such notification, support on the covered application will be treated as though canceled by you pursuant to the "Termination of Support" provisions set forth below and the cancellation fees set forth therein shall apply.

End of Support/Extended Services Support:

Periodically, Avaya or a third party manufacturer may declare "end of life," "end of service," "end of support," "manufacture discontinue" or similar designation ("End of Support") for certain Supported Software. Avaya may discontinue or limit the scope of services for Supported Software that Avaya or a third party manufacturer has declared "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 Software will be under the terms of "Extended Services Support." Unless your commercial agreement specifies how End of Support products will be treated, Avaya will continue to provide the same level of support described in this document for End of Support software, with the following exceptions:

- Tier IV R&D product developer support and going-forward maintenance upgrades, such as Product Correction Notices (PCNs), "bug fixes," interoperability/usability solutions, are no longer provided.
- Certain faults or functionality issues may not be resolvable without upgrading the system to a version currently supported by the manufacturer. You will be responsible for the costs associated with any upgrades.
- There may be delays in response or repair intervals.

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.

A list of currently supported software is available from Avaya at: <http://support.avaya.com> (Maintenance Services Index by Product).

Access:

You must install or arrange for the installation of a dedicated 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 service in all other situations. Remote access is made possible with the Secure Access Link (SAL) Software Gateway, 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. The modem line or VPN must remain available and dedicated to provide remote access on a 24x7 basis or there may be degradation to the service and support you receive from Avaya. IF 24x7 REMOTE ACCESS IS NOT GRANTED, AVAYA MAY NOT BE ABLE TO PROVIDE SERVICES AND AVAYA MAY CHARGE ADDITIONAL PER-INCIDENT MAINTENANCE RATES IF THERE IS ADDITIONAL COST TO AVAYA IN PROVIDING SERVICES TO YOU.

Termination of Software Support:

Software Support Plus Upgrades and Software Support coverage (collectively for purposes of this section, "Support") may be cancelled at any time during the current Term upon at least 30 days' written notice prior and shall be subject to payment by Customer of (i) Support Charges up to and including the date of termination, and (ii) cancellation charges. Cancellation charges shall be equal to the Support Charges that would otherwise be payable for the affected Support for the remainder of the year of the Term in effect as of the effective date of the termination. The parties agree that the cancellation charges are liquidated damages comprising a reasonable estimate of Avaya's damages in the event of Customer's early termination and are not a penalty.

Unless already paid, the cancellation fees shall be immediately due and payable upon cancellation.

Software Support Plus Upgrades, 24x7

Benefits of Software Support Plus Upgrades, 24x7

Software Support Plus Upgrades, 24x7, provides the services listed below as well as a level of investment protection for software purchases. If Avaya makes a Minor or a Major Release (as defined in Appendix A) of a Supported Software product commercially available during the coverage term, if you have purchased this option, you will have access to the features and functions of the new release without having to pay additional fees. Additionally, you determine when the upgrade occurs, allowing you the ability to manage the migration to new versions. All upgrades must be scheduled and implemented while Software Support Plus Upgrades is in effect. You can sign-up for email notifications (E-Notifications) of the availability of new releases at <http://support.avaya.com> (Online Service Manager/My E-Notifications).

Customers that do not upgrade during the term of the support agreement will not be refunded any portion of their support fees.

Following are the services provided with the Software Support Plus Upgrades option. Unless otherwise noted, these services are available twenty-four hours a day, seven days a week, and three hundred sixty-five days a year consistent with response intervals.

- Troubleshooting
 - If you experience a problem with Supported Software, you can report/log a request via telephone number, or Avaya’s website (<http://avaya.com/support> or <http://webticketing.avaya.com> outside the US). You will have unlimited access to remote maintenance assistance, documentation, and other information via web-enabled case-based reasoning tools on Avaya’s support website. Avaya may require that only Avaya authorized contacts are able to initiate requests, access the support website or check on problem status and may limit the number of authorized contacts.
 - Avaya will commence remedial service activities, including patches, bug fixes, and provide product documentation.
 - Corrections to certain problems may only be available through a future version of the Supported Software Application or through a Documentation update.
 - Avaya will troubleshoot, analyze and resolve problems with Supported Software via telephone or remote dial-in connection.
 - Avaya will isolate or determine the source of reproducible problems or anomalies that are the result of installation or configuration errors, as long as the configuration errors are specific to an unaltered Avaya software product.
 - Avaya will identify inconsistencies or errors in Avaya product documentation.
 - Support is limited to Supported Software being operated in a Standard Operating Environment. A “Standard Operating Environment” is one where the covered applications, databases and operating systems have been tested and certified by Avaya. If the Supported Software is not being run in a Standard Operating Environment, then the Avaya response intervals shall be as applicable to Minor Failures and additional charges may apply.
 - Support is limited to unaltered versions of the Supported Software being operated in standard configurations and in accordance with the Specifications supported by Avaya.
 - In the event that support is requested for Supported Software that is not being run in a Standard Operating Environment and Avaya requests that it be put in a Standard Operating Environment in order to reproduce and diagnose the problem, Avaya will not be responsible for the delays caused by such reconfiguration and you may be responsible for performing such reconfiguration. In the event that no trouble is found after putting the Supported Software into a Standard Operating Environment, you may be charged Avaya’s time and materials rates for Avaya’s efforts to troubleshoot the problem.

- Access to Helpline Support – During Standard Business Hours, you will have access to helpline support. “Standard Business Hours” are Monday through Friday (or any other local period of five (5) consecutive working days according to local custom) between the hours of 8:00 a.m. and 5:00 p.m. in the time zone where the Supported Software is located, excluding Avaya-observed holidays (a list is available upon request). Helpline support includes:

- Answering general usability or product-specific questions, such as non-programming issues and general information around the functionality of a product. Usability information can be provided without knowing the specific programming and configuration details of your system. This general support does not include consultation on appropriate methods and procedures for your environment nor does it include custom programming.
 - Providing advice, which includes directing you to sections of the documentation that may answer a question, clarifying the documentation or recommending possible training courses.
 - Working with trained individuals from your company to enhance understanding of the use and features of Avaya software products.
- Access to Product Correction Notices (PCNs) and Software Updates
 - PCNs and Updates (as defined in Appendix A) will be issued as technician-, remote- or customer-installable and with a classification level dependent on the product, level of severity and complexity of the PCN or Update.
 - Class 1 (major system failure due to product non-conformance with high probability of potential loss of system use or functionality and/or loss of customer information)
 - Class 2 (moderate system failure with moderate probability of loss of system use or functionality and/or loss of customer information)
 - Class 3 (minor system failure with low probability of potential loss of system use or functionality and/or loss of customer information).
 - You are responsible for installing PCNs and Updates designated as customer- or technician-installable. You may also be responsible for facilitating remote-installable installations.
 - Remote help line support for PCNs and Updates is available during Standard Business Hours. If the PCN or Update corrects a Major Failure, as defined in Appendix A to this document, support will be available 24x7.
 - There may be cases where a product correction or Update may require a system hardware upgrade to comply with current manufacturer's specifications. Hardware upgrades are not included. Avaya will provide you with a cost estimate prior to providing any chargeable hardware upgrades.
 - Implementation, installation, and customization services may be required and may be provided by Avaya at an additional cost and are outside the scope of coverage provided in this document.
 - PCNs and Updates will be available on Avaya's support website; however, only Avaya-issued PCNs and Updates are included as part of support.
 - You may be required to insert a disk into the disk drive for certain PCNs and Updates.
 - Trouble isolation and fault management associated with the installation of PCNs and Updates for non-standard environments is limited to correcting faults with the standard environment.
 - An installation charge may apply for Updates within a Major Release.
 - In most circumstances and at Avaya's sole discretion, upgrades to the latest Minor Release or Update version of the Supported Software will be required before application of the applicable patch or service pack in order to address the problem.

Exclusions from Software Support Plus Upgrades, 24x7

Software Support Plus Upgrades covers only the actual software application when upgrading from one release to a subsequent Major Release of the same application. The following are not included in this offer:

- Service charges for, but not limited to, installation, implementation, or professional services.
- Any provisioning of the software.
- Any equipment costs.
- Upgrading of components located in a customer "crash kit" or of maintenance spared equipment.
- Hardware changes required to comply with minimum vintage requirements.
- Project management costs.
- Upgrades to any and all different or adjunct software applications.

- New or additional feature functionality, capabilities or capacity beyond the scope of the original license grant including Upgrades to optional features or functionality that you did not previously license and which Avaya licenses as separate products.
- Migrating the software application to a new or different hardware platform.
- Parts replacement and/or on-site support; it is your responsibility to secure any parts and on-site technical expertise.
- Support of customized system features or custom applications (including those written using Avaya software).
- Configuration changes or reports.
- The provisioning or installation of software upgrades or reprogramming to add additional capabilities or functionality to the Supported Software.
- Services and all troubleshooting support not directly attributable to a fault in unaltered versions of Supported Software (including faults in your network or the public network).
- Any customization of, or labor to install, software application(s) on applicable hardware.
- Media replacement for damages or malfunctions caused by: (1) actions of non-Avaya personnel or the attachment of products not supported by Avaya; (2) failure to follow manufacturer's installation, operation, or maintenance instructions; (3) failure of products not serviced under this agreement; (4) abuse, misuse, or negligent acts of non-Avaya personnel; (5) repair to products if you or a party authorized by you modified the product in any manner.
- Avaya EXPERT SystemsSM Diagnostic Tools.
- Support for any products other than Supported Software. In the event that a fault or problem is traced to products other than Supported Software and other Avaya maintenance coverage does not apply (e.g. hardware maintenance agreement), you will be responsible for Avaya's time and materials charges for such support.

Avaya may not be able to provide services and will not be liable for such failure if:

- Supported Software is not used in accordance with the software license agreement and/or documentation under which the software was supplied to you;
- Supported Software has been altered or modified by you or a third party;
- You make significant changes to the hardware and/or software in your operating environment that are not supported by or compatible with the Supported Software;
- You fail to provide Avaya with remote access as set forth herein.

Software Support, 24x7

Benefits of Software Support, 24x7

Software Support, 24x7, provides the same Troubleshooting, Helpline Support and Access to Product Correction Notices (PCNs) and Software Updates as Software Support Plus Upgrades, but does not include Upgrades to Major Releases. If Avaya makes a Minor Release (as defined in Appendix A) of a Supported Software product commercially available during the coverage term, you will have access to the features and functions of the new Minor Release without having to pay additional fees.

Exclusions from Software Support, 24x7

The Software Support coverage option does not include the following:

- Service charges for, but not limited to, installation, implementation or professional services.
- Any provisioning of the software.
- Any equipment costs.
- Upgrading of components located in a customer "crash kit" or of maintenance spared equipment.
- Hardware changes required to comply with minimum vintage requirements.
- Project management costs.
- Upgrades to any and all different or adjunct software applications to the Supported Software.

- New or additional feature functionality, capabilities or capacity beyond the scope of the original license grant including Upgrades to optional features or functionality that you did not previously license and which Avaya licenses as separate products.
- Migrating the software application to a new or different hardware platform.
- Parts replacement and/or on-site support; it is your responsibility to secure any parts and on-site technical expertise.
- Support of customized system features or custom applications (including those written using Avaya software).
- Configuration changes or reports.
- The provisioning or installation of software upgrades or reprogramming to add additional capabilities or functionality to the Supported Software.
- Services and all troubleshooting support not directly attributable to a fault in unaltered versions of Supported Software (including faults in your network or the public network).
- Any customization of, or labor to install, software application(s) on applicable hardware.
- Media replacement for damages or malfunctions caused by: (1) actions of non-Avaya personnel or the attachment of products not supported by Avaya; (2) failure to follow manufacturer's installation, operation, or maintenance instructions; (3) failure of products not serviced under this agreement; (4) abuse, misuse, or negligent acts of non-Avaya personnel; (5) repair to products if you or a party authorized by you modified the product in any manner.
- Avaya EXPERT SystemsSM Diagnostic Tools.
- Support for any products other than Supported Software. In the event that a fault or problem is traced to products other than Supported Software and other Avaya maintenance coverage does not apply (e.g. hardware maintenance agreement), you will be responsible for Avaya's time and materials charges for such support.

Avaya may not be able to provide services and will not be liable for such failure if:

- Supported Software is not used in accordance with the software license agreement and/or documentation under which the software was supplied to you;
- Supported Software has been altered or modified by you or a third party;
- You make significant changes to the hardware and/or software in your operating environment that are not supported by or compatible with the Supported Software;
- You fail to provide Avaya with remote access as set forth herein.

Customer Responsibilities

For the term of the support agreement, your responsibilities include the following:

- Follow installation, operation, software and maintenance instructions of the Supported Software's manufacturers.
- Advise Avaya of all changes that affect network configurations and operations of Supported Products which may include IP addresses, subnet assignments, topology, server configuration or changes to firewalls that impact Avaya's ability to monitor or remotely access the Supported Products.
- Provide system passwords and equipment access control features required for Avaya to provide support.
- Provide Avaya with remote system access (dial up or equivalent) as set forth herein.
- Maintain the software at the generally available version or one-back.
- Maintain a procedure external to the software programs for reconstruction of lost or altered files, data, or programs.
- Provide Avaya a letter of agency to act on your behalf with product manufacturers, if necessary for trouble resolution.
- Inform Avaya about changes in the device software.

Response Intervals of Remote Software Support, 24x7

Avaya seeks to respond to requests for support within the response intervals defined below. The interval is defined as the elapsed time between registration of a problem with Avaya's Services Center through an assistance request and commencement of problem resolution efforts by the Avaya technician/engineer.

Avaya's global remote response objective is two (2) hours for Major Failures, as defined in Appendix A.

Avaya's global remote response objective is Next Business Day for Minor Failures, as defined in Appendix A.

Appendix A: DEFINITIONS

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

Customer: 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.

Service Description: The Service Description may also be referred to as a Service Agreement Supplement or Customer Service Agreement Information.

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:

- 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;
- outages of the application software that impact more than 50% of the users;
- the system is losing data, not collecting data, or the system is not processing calls as a result of the application software;
- software bugs that cause a complete system crash or significant loss of data;
- other software problems that significantly impede access or use of the software.

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.

Major Release – means a major change to the software that introduces new optional features and functionality. Major Releases are typically designated as a change in the digit(s) to the left of the first decimal point (e.g. [n].y.z).

Minor Release – means 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).

Update – means a change in the software that typically provides a maintenance correction only. An Updates are 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, service pack, maintenance release, etc.

Order Closure – Date on which an order is booked and closed within Avaya’s system of record (SAP).

Appendix B: Proactive IP Support

This Appendix B description applies to Avaya and selected non-Avaya products and components that Avaya has designated to be eligible for Proactive IP Support coverage and which are currently supported (“PIPS Products”). A current list of PIPS Products includes:

- Avaya Servers: S8300, S8400, S8500, S8700 series
- Avaya Media Gateways: SCC1, MCC1, G250, G350, G600, G650, G700
- Data network elements as documented in the Master Site Grid (as defined below). NOTE: Data network devices that are actively involved in transporting IP Telephony traffic originating from a supported Avaya Server, must be included on the Master Site Grid.
- The router and/or CSU/DSU at your facility used to terminate the connection between your network and Avaya must be included on the Master Site Grid.

This list is subject to change at any time without notice.

All Avaya Media Gateways connected to an Avaya Server must have Proactive IP Support coverage. Avaya Media Gateways located outside of the US but connected to US-based Servers will be covered by the services described in this Appendix B.

In order to be eligible to purchase Proactive IP Support, you must have current Avaya Software Support Plus Upgrades coverage and Avaya Hardware Support maintenance coverage for applicable hardware.

Implementation

Implementation begins on the date that Avaya accepts an order for Proactive IP Support or on such other date as the parties may agree upon in writing (the “Effective Date”) and ends prior to the Service Assumption Date. The “Service Assumption Date” is sixty (60) calendar days after the Effective Date. Avaya will develop a Service Implementation Plan (“SIP”) outlining the timeline of the relevant tasks to be performed by both you and Avaya. The Service Assumption Date is dependent on the completion of items in the SIP that provide for monitoring of the Avaya Server and associated Media Gateways. Services described in this Appendix B for the data devices will be provided subject to receipt by Avaya of the required customer information as outlined in the SIP.

Avaya will work with you to develop a comprehensive, up-to-date inventory (“Master Site Grid”) of the products by site for which Avaya will provide the services described in this Appendix B (“PIPS Products”). Inclusion of data devices on the Master Site Grid will require the receipt by Avaya of the required customer information as outlined in the SIP. If any additional PIPS Products or locations covered under your support coverage with Avaya (“Supported Sites”) are added to the Master Site Grid, the changes will be approved and processed as described in the SIP.

Depending upon network design, Avaya will install at your site or within the Avaya Data Center, Avaya-owned equipment to allow Avaya to monitor and correlate events of the PIPS Products within this Appendix B. You may choose to place a firewall between the Avaya-owned device and your network, provided Avaya is able to interrogate and receive events and alarms for all IP endpoints, and into all PIPS Products. You will maintain control of the firewall access lists and policy. You thereby retain control over Avaya’s access to the managed and/or monitored devices. You will provide the connectivity via VPN or frame relay between your network and Avaya, or Avaya will purchase a frame relay connection for you for an additional fee. Avaya-owned equipment must be returned to Avaya in working order upon expiration or termination of your service coverage agreement with Avaya. Title to such equipment remains with Avaya at all times.

You will take reasonable steps to prevent delays and ensure that all of the foregoing roles or responsibilities are performed. If services for the data devices does not occur on the Service Assumption Date due to your delays in providing required customer information to Avaya as outlined in the SIP then Avaya may begin invoicing you (and you shall begin to pay Avaya) for both recurring and non-recurring charges.

Avaya and you agree that the PIPS Products installed within your environment may differ from the initial Master Site Grid supplied to Avaya, and agree to implement a network discovery process to properly reflect the actual data. In the event that the actual inventory differs from the initial Master Site Grid, Avaya may adjust charges to reflect the actual data. Data collected in the network discovery process includes, but is not limited to, the actual number of: sites, PIPS Product inventory, software versions, and number of equipped TDM ports, administered IP ports, data devices and type of stations.

Monitoring of IPT Platform and Data Network

As part of Proactive IP Support, Avaya will provide Monitoring Services as detailed in this section. In order to provide Monitoring Services, Avaya will perform 24x7 Simple Network Management Protocol (“SNMP”), intelligent agent monitoring of alarms for the PIPS Products, polling and syslog monitoring. Avaya will also detect failures and fault conditions for the PIPS Products and correlate events within your network utilizing Avaya’s proprietary tools.

As part of the Event Notification and Management under Proactive IP Support, Avaya will notify you of detected major alarms, within 15 minutes of receipt. NOTE: The 15 minute notification is a service level objective target for Avaya. Notification intervals are not commitments for resolution time of reported troubles. Avaya will also answer calls and respond to alarms with qualified technicians trained on PIPS Products. If the alarm is related to an Avaya Server/Media Gateway, Avaya will initiate fault diagnostics by validating events via dial up or network connection and analyzing the system malfunction. For events isolated to an Avaya Server/Media Gateway covered under a direct Avaya Maintenance Agreement, Avaya will case manage resolution of events. For event isolated to an Avaya Server/Media Gateway not covered under a direct Avaya Maintenance Agreement, such as an Avaya Media Gateway located outside of the US but connected to a US-based Server, Avaya will inform Customer’s identified point of contact of events but will not be responsible for resolution of events. Disruptive testing will not be initiated unless coordinated with and agreed to by you.

Access

Avaya will provide a designated telephone number for you to call regarding all operational support and accountability for Proactive IP Support services described in this Appendix B. The Service Desk will be staffed with English-language personnel and will be answered 24 hours per day, 7 days a week, 365 days per year.

Avaya will also provide you with access to a proprietary web portal which will provide trouble summary reports, trouble tickets, contact information and contract details.

Customer Responsibilities

For the term of your support coverage under Proactive IP Support, your responsibilities include the following:

- Keep PIPS Products at the current Major Release of Avaya Communication Manager Software or maintained to within one Major Release.
- For Avaya Media Gateways located outside of the US but connected to a US-based Server, you must have a maintenance agreement through Avaya.
- When installed on your site, take necessary precautions for the security of the Avaya-owned equipment, including the hardware and software components. You shall restrict access to the Avaya-owned equipment to properly authorized personnel and shall remain responsible for the risk of loss of the equipment while on your premises.

- Ensure your corporate security reviews and approves planned remote network access architecture. If applicable, you are responsible for ensuring required internal change control or security review processes are approved before the installation date.
- You are responsible for the distribution and safekeeping of the digital certificates which provide access to your web portal. You are also responsible for notifying Avaya should a digital certificate be compromised, so that Avaya can resolve that digital certification and reissue a new one to you.
- If network design dictates, provide a VPN device to be configured at your location. The Avaya-preferred VPN endpoint is a Juniper NetScreen VPN/Firewall appliance (ScreenOS 5.3 or better). If you do not use NetScreen products and prefer to have the improved stability of brand matched hardware on both ends (hardware of the same brand as the Avaya preferred VPN endpoint Juniper NetScreen), Avaya will provide and jointly manage a suitable NetScreen appliance to terminate the VPN tunnel (by plugging a cable on the NetScreen at your location) for an additional fee. (You must provide technical support for the physical eyes and hands work required to complete the connection at your location.) Commencement of the delivery of services will not begin until Avaya deems this activity complete. Avaya shall not be responsible for the delivery of these services without this connectivity.
- If network design dictates, provide an out of band access (1 Measured Business line (MB)) for backup purposes.
- Provide own level 1 helpline support to answer your employee's questions and problems for the PIPS Products, with staff sufficiently trained to answer these questions. Only the nominated customer coordinators will contact Avaya for services described in this Appendix B.

Appendix C: Additional Tools

Avaya offers additional tools to customers 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 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".
- **InSite 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 go to <http://support.avaya.com> , enter your SSO login and a valid Sold-To/Functional Location number.