

AVAYA

(Avaya Inc.)

**Response To:
RFP: Software and SaaS Solutions
#39-20**



NCPA

National Cooperative Purchasing Alliance

Submitted to:

National Cooperative Purchasing Alliance Region #14

Submitted by:

Avaya Inc.
2605 Meridian Parkway
Suite 200
Durham, North Carolina
27713, USA www.avaya.com

Submittal Date: November 19th, 2020 (2:00 CST)



Region 14 Education Service Center
National Cooperative Purchase Alliance (NCPA)
1850 Highway 351
Abilene, Texas 79601
RE: RFP Software and SaaS Solutions #39-20

November 19, 2020

To whom it may concern:


Avaya is excited to respond to **Region 14 ESC's NCPA RFP for Software and SaaS Solutions #39-20**. We have built a compelling and competitive offer of industry leading Unified Communications, Contact Center, and Collaboration SaaS solutions. We have also included some of Avaya's newest SaaS offers, including those to help fight COVID-19, such as Contact Tracing, and Cloud Notification Services along with collaboration solutions to support remote workers and distance learning.

Avaya has a long history of serving public sector customers and helping them meet their desired outcomes. We believe NCPA participating states, counties, cities, higher education, non-profits, and school districts will benefit from Avaya's scalable, flexible, customizable, and easy-to-turn-up solutions for both their internal requirements as well as meeting the needs of their citizens and constituents.

Thank you for the opportunity to bid; we look forward to working with NCPA and its member community.

Please do not hesitate to contact me with questions or clarifications.

Sincerely,

DocuSigned by:

A2667D637DC2455
Jon Newton

Avaya Public Sector
Regional Sales Director - West
669-242-8186
jenewton@avaya.com>

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NCPA Acronym Glossary

ACA- Avaya Client Integration

ACNS- Avaya Cloud Notification Solution

AES- Advanced Encryption Standard

AI- Artificial Intelligence

ANI- Automatic Number Identification

API- Application Programming Interface

ATF-Bureau of Alcohol, Tobacco, Firearms and Explosives

AWFO – Avaya Workforce Optimization

BSM- Business Service Management

CC- Contact Center

CCaaS-Contact Center as a Service

CEBP- Communication Enabled Business Processes

CIA-Central Intelligence Agency

CIP- Critical Infrastructure Protection

CMS- Call Management System

CPaaS- Communications Platform as a Service

CRM-Customer Relation Management

CTI- Computer Telephony Integration

DaaS- Device as a Service

DC – Data Center

DES- Device Enrollment Service

DHS-Department of Homeland Security

DID- Direct Inward Dialing

DoD-Department of Defense

DUNS- Data Universal Numbering System

EIN- Employer Identification Number

ELIN- Emergency Locations Identification Numbers

ELM- Emergency Location Management

EPIC- Epic Systems Corporation

ESC- Enterprise Service Cloud

FBI -Federal Bureau of Investigation

FedRAMP- Federal Risk and Authorization Management Program
FERPA- Family Educational Rights and Privacy Act
FIM- File Integrity Monitoring
FIPS- Federal Information Processing Standards
FISMA- Federal Information Security Management Act
HA- High Availability
HIPAA- Health Insurance Portability and Accountability Act
ICB- Individual Case Basis
ISO-International Organization for Standardization
ITIL- Information Technology Infrastructure Library
IVR- Interactive Voice Response
JITC- Joint Interagency Training Center
LDAP- Lightweight Directory Access Protocol
LEC- Local Exchange Carrier
LSP- License Solution Provider
MACD- Move, Add, Change, and Disconnect
MMS- Multimedia Messaging Service
NASA- National Aeronautics and Space Administration
NGFW With IPS- Next Generation Firewall with Network Intrusion Prevention
OEM-Original Equipment Manufacturers
OPEX- Operational Expense
PBX- Private Branch Exchange
PCI-DSS- Payment Card Industry Data Security Standard
PSAP- Public-Safety Answering Point
PSTN- Public Switched Telephone Network
RBAC- Role Based Access Controls
ROI- Return on Investment
RTU- Right to Use
SaaS- Software as a Service
SAN- Storage Area Networks
SBC- Sessions Border Controller
SFDC- Salesforce.com

SFTP- Secure File Transfer Protocol

SIEM- Security Information and Event Management

SIP- Session Initiation Protocol

SLA- Service Level Agreement

SMS- Short Message Service

SOC- Security Operations Center

SOC- Service Order Confirmation

SSA- Social Security Administration

UC- Unified Communications

UCaaS- Unified Communication as a Service

UCCaaS- Unified Communication and Collaboration Service

VDI- Virtual Desktop Infrastructure

VoIP-Voice Over IP

VPC- Virtual Private Cloud

VPN- Virtual Private Network

WFM- Workforce Management

WFO – Workforce Optimization

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Software and SaaS Solutions.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

◆ Submission of Response

- Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

◆ Tabs

- Tab 1 – Master Agreement / Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
Deviation: Delivery of Products will be CIP (INCOTERMS 2020). If no destination has been specified, the delivery will be to Customer's address. Shipping shall be included in all pricing offered unless otherwise clearly stated in writing in the Order document. Avaya retains risk of loss until delivery to the carrier for shipment in the case of Software that can be enabled by Avaya remotely or delivered via electronic means, the date the Software is enabled or downloaded to the target processor.

◆ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment**Clarification:** Warranty of hardware, software and services, conditions and response times, and service level agreements, if any, is as stated in the State & Local Government/Public Education Customer Agreement, Appendix A, as well as offer specific documentation. Also attached hereto as Appendix B and C are Avaya's Lifecycle Management Policy and Return Policy. Avaya maintains a real-time, online, customer accessible matrix, which details the status of specific lifecycle dates.

<https://downloads.avaya.com/css/P8/documents/100172510>

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Clarification: Avaya shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents (“Customer”) against all third party actions, suits or proceedings (as used in this section “Claim”) for damages to real or tangible personal property or for bodily injury or death to any person arising out of, or in connection with this Agreement, to the extent such damage, injury or death was caused by the negligence of Avaya, any subcontractor of Avaya or their employees, servants or agents while performing under this Agreement, and shall indemnify Customer for any judgments, settlements and reasonable attorney fees resulting from a Claim as provided in this Section; provided, however, that such indemnification and save harmless obligation shall apply only to direct damages which are proven and shall not apply to the extent such damages, injury or death was caused by Customer’s act or omission or the act or omission of Customer’s agents, servants, employees or others; and, provided, further, that such indemnification and save harmless obligation is expressly conditioned on the following: (i) that Avaya shall be notified in writing promptly of any such Claim, (ii) that Avaya shall have sole control of the defense of any action or such Claim and of all negotiations for its settlement or compromise provided that Customer’s legal counsel may participate in such defense and settlement, at Customer’s expense; and that (iii) Customer provides all information and assistance reasonable requested by Avaya to handle the settlement or defense of the Claim.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Clarification: Avaya proposes to set forth the general terms and conditions in the Region 14 ESC Master Agreement in order to ease order placement for the participating entities. By incorporating Avaya terms into the Master Agreement, the participating entities will increase their efficiency, needing only to review an opportunity specific order form, SOW and/or Service Description document. We feel this will significantly reduce the participating entities efforts in gaining access to new technologies and reducing the time to deploy. As such, Avaya is including our State & Local Government/Public Education Customer Agreement for your consideration.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Clarification: Notice of any modification or cancellation of policies will be provided in accordance with the policy provisions.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague responses are not acceptable.

confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$10 - \$15 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

◆ Evaluation

- Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Avaya Inc.
Address	2605 Meridian Parkway, Suite 200
City/State/Zip	Durham, NC 27713
Telephone No.	908-953-6600
Fax No.	
Email address	dotsonj@avaya.com
Printed name	Jerry Dotson
Position with company	Vice President - Government Sales
Authorized signature	<small>DocuSigned by:</small>  <small>2CE18BC67C414E4...</small>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 8, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and Avaya Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2020, referenced as Contract Number 01-114, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Software and SaaS Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- The Avaya State & Local Government/Public Education Customer Agreement are attached hereto and incorporated herein by reference, and the terms and conditions contained in said documents shall apply to this Agreement, except as may be expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that

NCPA shall act in the capacity of administrator of purchases under the Master Agreement.

- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.
- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	20%

\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.


◆ General Provisions

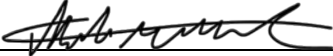
- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses asset forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
 Title: Director, Business Development
 Address: PO Box 701273
Houston, TX 77270

Vendor:

Avaya Inc.
DocuSigned by:

3F223E3CA7FC4A8...
 Name: Jenifer Bond
 Title: ASL
 Address: 2605 Meridian Parkway, Suite 200
Durham, NC 27713

Signature:  _____

Date: December 8, 2020

Signature: _____

Date: November 12, 2020

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

√ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | | |
|--|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of
Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
|
 | | |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- American Samoa
- Federated States of Micronesia
- Guam
- Midway Islands
- Northern Marina Islands
- Puerto Rico
- U.S. Virgin Islands

◆ **Minority Business Enterprise (MWBE) and (HUB) Participation** and Women

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
- **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of Durham, State of North Carolina

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
 - A publicly held corporation; therefore, this reporting requirement is not applicable. Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:
 - Manufacturer Direct
 - Certified education/government reseller
 - Authorized Distributor
 - Manufacturer marketing through reseller
 - Value-added reseller
- Other: _____

◆ **Processing Information**

- Provide company contact information for the following:
 - Sales Reports / Accounts Payable
 - Contact Person: Stacey Cox
 - Title: Sales Operations
 - Company: Avaya Inc.

Address: 2605 Meridian Parkway, Suite 200

City: Durham State: NC Zip: 27713

Phone: 786-331-0108 Email: sacox@avaya.com

- Purchase Orders – Western Region
Contact Person: Jon Newton
Title: Regional Sales Leader
Company: Avaya Inc. _____
Address: 2605 Meridian Parkway, Suite 200
City: Durham State: NC Zip: 27713

Phone: 669-242-8186 Email: jenewton@avaya.com

- Purchase Orders – Southern Region
Contact Person: Tony Melikian
Title: Regional Sales Leader
Company: Avaya Inc. _____
Address: 2605 Meridian Parkway, Suite 200
City: Durham State: NC Zip: 27713

Phone: 786-331-0117 Email: melikian@avaya.com

- Purchase Orders – Northeast Region
Contact Person: Don Turner
Title: Regional Sales Leader
Company: Avaya Inc. _____
Address: 2605 Meridian Parkway, Suite 200
City: Durham State: NC Zip: 27713

Phone: 703-539-4503 Email: turnerd@avaya.com

- Sales and Marketing

Contact Person: Ariel Wilkins
Title: Marketing Manager
Company: Avaya Inc. _____
Address: 2605 Meridian Parkway, Suite 200
City: Durham State: NC Zip: 27713
Phone: 703-390-8298 Email: aawilkins@avaya.com

◆ Pricing Information

➤ In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

▪ If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No

➤ **RESPONSE:** Avaya will provide the same discounting structure per material code group as reflected on the Contract Pricing.

➤ Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

➤ Vendor will provide additional discounts for purchase of a guaranteed quantity.

Yes No

Pricing for this contract will be based on a quantity of one, unless otherwise noted. Additional discounting may be available in accordance with the specific scope of the purchasing entities request and/or when promotions permit.

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.

Avaya Inc. is a wholly-owned subsidiary of Avaya Holdings Corp. (Avaya)

- ◆ Brief history of your company, including the year it was established.

Avaya Inc. is a wholly-owned subsidiary of Avaya Holdings Corp. ("Avaya"). Avaya is focused on meeting and supporting the needs of private businesses and local, state, and federal governments by delivering Avaya's portfolio of comprehensive technology and high-end Contact Center (CCaaS) and Unified Communications and Collaboration (UCCaaS) services. The customized telecommunications products and technologies Avaya delivers meet the demands of the most complex and vital systems in the world and services solutions designed to enhance the human experience.

Avaya Cloud Inc. is the Avaya entity that provides regulated services such as SMS, SIP Trunking, and CPaaS, which Avaya includes in this response. Avaya Cloud Inc. is a wholly-owned subsidiary of Avaya Inc. All invoicing for regulated services will be issued by, and payment will be made to Avaya Cloud Inc.

Avaya is classified as a large business under the 2017 North American Industry Classification Code 517311. Avaya began as a standalone company in 2000 when it was spun off from Lucent Technologies as a publicly-traded company. Evolving from its acquisitions of the world-leading voice technologists of ATT, Bell Labs, Lucent, and Nortel Networks, Avaya expanded all voice capabilities into the VoIP domain and Call Center applications. Avaya then implemented artificial intelligence (AI) technology to enhance all solutions and provide an integrated portfolio of voice, data, and video solutions.

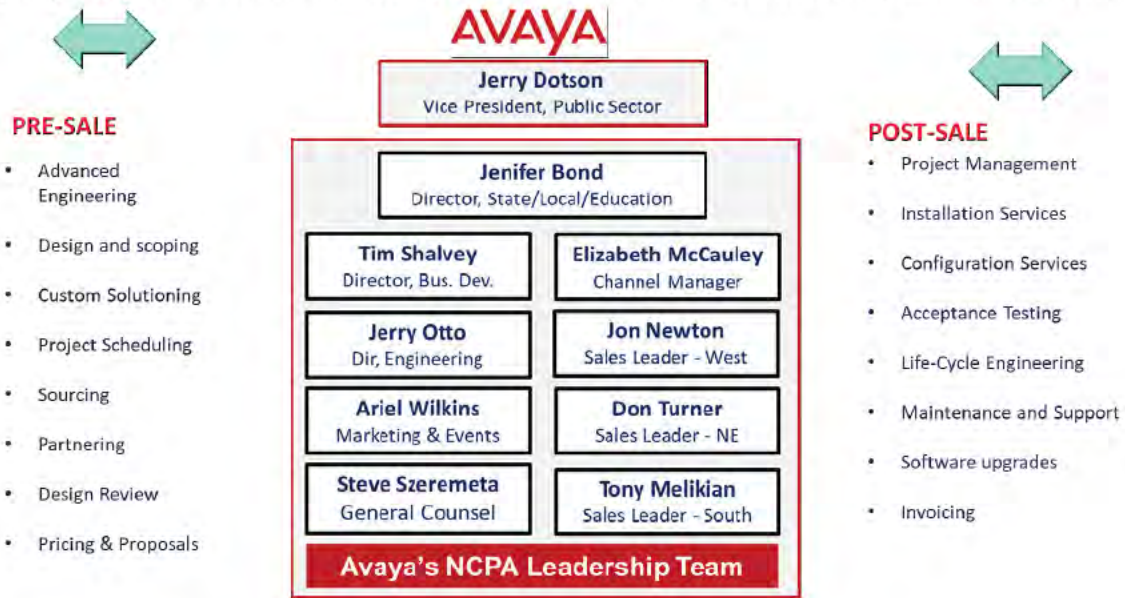
As the most trusted name in Unified Communications and Contact Center solutions, Avaya holds over 6,000 patents and pending patent applications. Avaya has 7,900 employees worldwide, more than 9,300 channel partners worldwide, including distributors, service providers, dealers, value-added resellers, system integrators, and business partners, and can boast our team of more than 2,000 engineers who are driving innovations designed to help customers succeed in their digital transformations.

- ◆ Company's Dun & Bradstreet (D&B) number.

- Avaya's DUNS: #12-533-7134

- Avaya Cloud Inc. DUNS# 11-726-7178

- ◆ Company’s organizational chart of those individuals that would be involved in the contract.



- ◆ Corporate office location.

- List the number of sales and services offices for states being bid in solicitation.

Locations of Avaya Corporate and Branch Offices and how they will Support this Contract:

The table below shows both Avaya corporate and branch Offices and the type of support they provide under this contract. This list does not include the numerous Avaya channel partners certified and authorized by Avaya. They are located throughout the U.S. to provide direct sales and support service personnel to enable fast and reliable responses to our customer sites as required.

Avaya Corporate and Branch Office Sites

Avaya Corporate and Branch Offices			
City	State	Address	Notes
Thornton	CO	12121 Grant Street	Briefing Center
Morristown	NJ	350 Mt Kemble Ave	
San Jose	CA	2150 N 1 st Street	Demo Center
Oklahoma City	OK	14400 Hertz Quail Springs Pkwy	
Chicago	IL	30 S. Wacker Drive	Demo Center
Fairfax**	VA	12730 Fair Lakes Circle	Briefing Center
New York	NY	1 Penn Plaza, Floor 16	Demo Center
Durham*	NC	2605 Meridian Parkway	

*Avaya Corporate Headquarters

**Avaya Public Sector (Federal, State, Local, Education) main office

- List the names of key contacts at each with title, address, phone and e-mail address. Avaya’s NCPA key contacts and Customer Engagement Team can be found in the organization chart below.

Jenifer Bond
 Director, State/Local/Education
 Dallas, TX
jeniferbond@avaya.com
 713-852-1161

Sales – West	Sales - Northeast	Sales - South	Engineering & Sales Support	
Jon Newton Regional Sales Leader Coeur d' Alene, ID jenewton@avaya.com 669-242-8186	Don Turner Regional Sales Leader Tampa, FL turnerd@avaya.com 703-539-4503	Regional Sales Leader Tony Melikian Tampa, FL melikian@avaya.com 786-331-0117	Contracts Negotiator Janet Worstel Columbus, OH jworstel@avaya.com 513-228-8701	Sales Operations Stacey Cox Raleigh, NC sacox@avaya.com 786-331-0108
Colette Buxton Account Manager Tulsa, OK cbuxton@avaya.com 972-745-5021	Dean Pearce Account Manager Raleigh, NC dmpearce@avaya.com 212-841-4326	Crystal Knudsen Account Manager Fairfax, VA knudsen@avaya.com 703-376-2158	Ariel Wilkins Marketing / Events Fairfax, VA aawilkins@avaya.com 703-390-8398	Dave Volpone Engineering Manager Irving, TX dvolpone@avaya.com 972-745-5715
Chris Young Account Manager Seattle, WA cbyoung@avaya.com 425-201-9359	Wilson Lobao Account Manager Boston, MA wjlobao@avaya.com 978-671-3581	Michelle Bueti Account Manager Raleigh, NC buetim@avaya.com 919-425-8254	Shannon Hinnant Proposal Management Fairfax, VA dshinnant@avaya.com 703-376-2007	Jerry Otto Engineering Manager San Francisco, CA ottoj@avaya.com 720-475-3899

Avaya's NCPA Key Contacts & Customer Engagement

◆ Define your standard terms of payment.

Net 30 days, date of invoice

◆ Who is your competition in the marketplace?

Avaya is a multi-national corporation conducting business in 175+ countries. The Unified Communications and Contact Center industry is hyper-competitive with numerous competitors – ranging from telecom carriers to equipment manufacturers (OEMs) to system integrators to resellers to cloud-based providers. Competitors vary by locale and business market served (hospitality, manufacturing, healthcare, government, education, enterprise, etc.) Avaya, literally has hundreds of competitors globally.

Avaya is the largest pure-play Unified Communications and Contact Center company, ranking No. 1 in CC and No. 2 in UC and collaboration over the last two years. <https://www.avaya.com/en/about-avaya/newsroom/2019/pr-ind-190627/#:~:text=Avaya%20is%20the%20largest%20pure,in%20cloud%2Dbased%20communications%20solutions.>

◆ Provide Annual Sales for last 3 years broken out into the following categories:

- Cities / Counties
- K-12
- Higher Education
- Other government agencies or nonprofit organizations

Avaya does not provide revenue reporting to the detail as requested. Avaya is providing its most recent annual report: <https://investors.avaya.com/financial-info/annual-reports/default.aspx>

Avaya's commitment to Federal, State, Local, and Education customers runs deep, as evidenced by its one hundred (100) plus employee strong Public Sector organization. Avaya's Public Sector unit is a dedicated group of sales, engineering, marketing, contracting, business development, and support. 25-0505-B-30 of 129

management professionals who understand and deliver on government customers' unique needs and missions -- from security to public safety to contracting.

Recently, the U.S. Social Security Administration (SSA) announced their selection of Avaya to provide its cloud portfolio of Contact Center, Unified Communications, and Collaboration services to SSA's 62,000 employees who support the 65 million Americans who rely on the SSA. This is a perfect example of Avaya's commitment to government customers. The press release can be found here:

<https://www.avaya.com/en/about-avaya/newsroom/pr-us-201019/>

◆ **What differentiates your company from competitors?**

Avaya's competitive strengths position us well to serve NCPA customers with leading SaaS and cloud solutions. Avaya's years of know-how, supported by industry accolades and flexible architecture, set us apart from the competition.

Avaya has a large, diverse, and global customer installed base. Our products and services address the needs of a varied range of customers from large multi-national enterprises to small and medium-sized businesses industries, including financial services, manufacturing, retail, transportation, energy, media and communications, health care, education, and government. We have over 130,000 customers, including 90% of the FORTUNE® 100, with installations in over 100 countries worldwide. This large and diverse customer base provides us with the experience and insight to evolve and enhance our products to meet a wide range of customers, including those in the NCPA.

Avaya is a leader across our key markets. Avaya's mission is connecting people, creating experiences that matter, and improving their collaboration and customer satisfaction through our Unified Communications, Contact Center, and Collaboration solutions. We are proud of what we do for all of our customers and humbled to be recognized by industry. Below is a sampling of some of the accolades received in 2020:



Gartner Magic Quadrant for Meeting Solutions (October 2020)

- Avaya Spaces

Digital.com: 15 Best Call Center Software (October 2020)



Frost and Sullivan: Best Practices Award (June 2020)

- Global IP Desktop phones / Workforce Optimization

Aragon Research: Global Leader for Unified Communications & Collaboration (April 2020)

- Third consecutive year for innovative cloud offerings



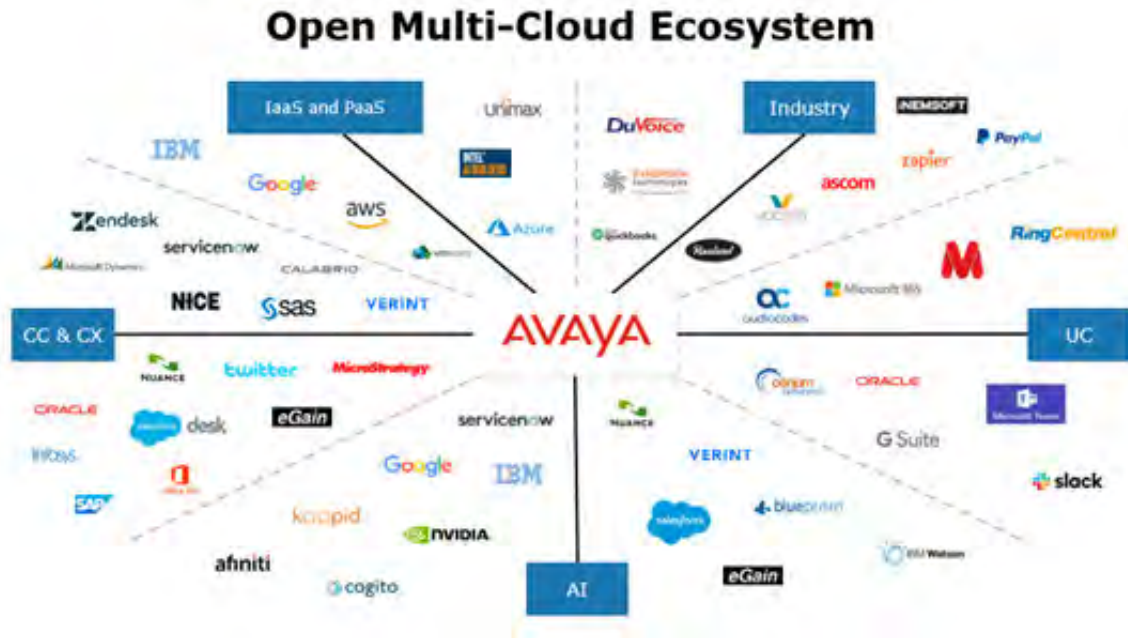
Enterprise Connect: Best Innovation for Meeting Rooms (April 2020)

- Avaya Spaces

Reference links:

- <https://news.avaya.com/spaces-gartner-mq-report-reg?CTA=21-SPC-GL-GARTMQ&TAC=21-SPC-GL-GARTMQ-CO>
- <https://www.avaya.com/en/awards/>

Avaya solutions are flexible as we support multi-vendor, multi-platform environments. Avaya’s open standards-based technology is designed to accommodate customers with multi-vendor environments seeking to leverage existing investments. Providing enterprises with strong integration capabilities allows them to take advantage of new collaboration and contact center technology as it is introduced. It does not limit customers to a single vendor or add to the backlog of integration work. Below is an illustration of Avaya’s cloud eco-system:



- ◆ Describe how your company will market this contract if awarded.

Avaya currently has a marketing strategy that uses direct sales and Channel Partners (authorized resellers) approach to reach our customers. Under the NCPA, we will use this strategy to provide NCPA customers with access to local resources.

Avaya will conduct marketing campaigns throughout the year, offering seminars and NCPA-specific promotions. Avaya Sales Executives and our NCPA Channel Partner Sales Team will make regular sales calls to eligible NCPA customers, providing product demonstrations and “Try-it-Buy- It” plans for selected products.

Avaya’s dedicated Account team will work directly with assigned NCPA Customers. This direct sales strategy enables our teams to be highly knowledgeable about NCPA Customers’ mission and objectives, enterprise architecture, budget priorities, and Software as a Service technology and service needs. The Account Managers will have access to the resources, tools, and information needed to assist NCPA customers in making the best possible support decisions to meet their mission objectives.

Table 1 lists the NCPA Eligible Customer Channels and Avaya's marketing strategies to promote the technologies and services we will provide under this contract.

Table 1: Marketing Elements/Strategies Avaya will use for Eligible NCPA Customers

Marketing Strategies to be Used for Eligible NCPA Customers											
Marketing Strategies	NCPA Website	Avaya Website	Email Signature Tag	Publication Ads	Social Media	Direct Sales	Webinars	Online Self-Help Resources	Online Technology Demonstrations	Partnership Events	Tradeshows and Conference Notices
County Governments	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City Governments	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Special Districts	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Local Government	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
School Districts	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Private K-12 Schools	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Higher Education Institutions	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
State Government	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Other Government Agencies	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Healthcare Organizations	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Non-profit Organizations	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

◆ Describe how you intend to introduce NCPA to your company.

Initial Announcement:

Each week, Avaya employees receive a “Weekly Wins” email from the Avaya Global Sales Vice President. This email provides a brief description of the customer, award, solution summary, and recognition of the contributing team members. Promptly upon NCPA award notification, the account team will submit the write up for the “Weekly Win” distribution.

Avaya stakeholder training

Following the general internal announcement, Avaya’s Public Sector marketing and the NCPA capture team will prepare a web-conference training to Avaya NCPA stakeholders to include the following teams:

- State / Local / Education Sales & Business Development
- State / Local / Education Engineering
- Public Sector Proposal and Capture
- Legal & Contracts
- Pricing
- Channel team

Topics will include:

- NCPA history and customer background
- How NCPA members procure services
 - Website overview
 - Customer engagement
 - Order flow
 - Reporting
 - Avaya solutions and products on the NCPA contract
 - Pricing overview

Authorized reseller training

As described above, similar training will be provided to the named Avaya authorized resellers on the NCPA contract.

Creation of NCPA promotions (examples):

- Avaya sales initiatives/awards for “first NCPA sale,” “quarterly NCPA results,” etc.
- NCPA specific price promotions and solutions

Ongoing NCPA internal Avaya training / reporting / engagement:

- Internal blogs / success story sharing
- Build NCPA reference database
- NCPA alignment within CRM tools
- Quarterly business review with State/Local/Education teams
- Customer engagement – webinars, training, and conferences

- ◆ Describe your firm’s capabilities and functionality of your on-line catalog / ordering website.

Avaya will create a NCPA-specific website to include the following information:

- NCPA Price Catalog
- A Description Avaya Solutions and Services Offered
- Product specifications
- How to obtain quotes and place purchase orders via
 - o Avaya direct
 - o Authorized resellers
- Key Avaya contacts by region
- Various resource links

Avaya Storefront is our online ordering portal for a selected catalog of products. Due to the customized nature of the offerings, and the requirements for an individual Scope of Work (SOW), our sales team will work with the customers to select the best products and solutions for their desired outcomes.

- ◆ Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)

Customer support is available normal business hours and can be reached via several methods:

- **Web access:** <https://support.avaya.com/contact/>
 - o Report an outage (total service outage / engage Avaya emergency recovery team)
 - Available 24/7/365
 - o Engage a live agent via web chat
 - o Open online service request
- **Via telephone:**
 - o Customer Service: 866-282-9248
 - o Technical Support: 800-242-2121
 - o Billing Support: 800-852-2436

- ◆ Green Initiatives

➤ As our business grows, we want to make sure we minimize our impact on the Earth’s

climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Avaya's Corporate Responsibility: A message from our President and CEO, Jim Chirico on February 27, 2020, highlighting the environmental accomplishments for 2019.

Avaya elevates communications to the next generation of engagement, connecting organizations to their customers, workforce and communities with secure, intelligent experiences that matter. As we all embrace more unique ways to connect and engage, Avaya remains at the forefront of driving innovation to do just that.

Creating experiences that matter not only defines how we do business, but how we aspire to impact the world. Avaya's portfolio of communications solutions contributes to environmental sustainability, supporting remote working initiatives through unified communications solutions such as video, collaboration and team rooms. Our company and our associates also drive positive change by taking action and building partnerships to address pressing environmental and community issues as part of our commitment to Corporate Responsibility.

We have much to be proud of in respect to Corporate Responsibility. For instance, we are leveraging sustainability as an opportunity for innovation, such as developing new initiatives to eliminate single-use plastics in our operations and supply chain. Our employees, customers, partners and suppliers continue to make meaningful and lasting differences in the world, including donating their time and money to support charities and non-profit organizations worldwide. And we are advancing awareness of diversity and inclusion by engaging in dialogue with our employees and leaders.

Below are some key highlights of our achievements in FY19:

- Avaya received the Ocean Protector Company award from Save Our Shores for going above and beyond to protect our oceans. For the past three years, Avaya employees in Dalian, China have organized volunteer beach cleanups to support the Save Our Shores mission.
- As a member of "We Are Still In", Avaya is in the fight to mitigate the effects of climate change by actively reducing both our direct and indirect carbon emissions. Since 2014, we have achieved a 54% cumulative reduction in Scope 1 and 2 emissions, far exceeding our target of a 15% reduction. Additionally, we met our Scope 3 target this year and reduced our emissions by 721 mtCO₂e from our own reduced business travel.
- As a member of the CEO Action for Diversity & Inclusion initiative, Avaya joined other signatory companies to host a "Day of Understanding," at our Santa Clara, CA headquarters, a day dedicated to facilitating open conversations with employees about key issues around race, gender, sexual orientation, and other forms of diversity.
- Avaya implemented a pilot project to target single-use plastics in our supply chain; in the first year of this initiative, we are projected to eliminate 5,300 kg of plastic. We are also seeking ways to reduce plastics in our warehousing and shipping operations, while continually incorporating effective environmental design into our products through our ISO 14001 certified Design for Environment Program.

- We also celebrated the fifth year of our Month of Giving global initiative. Each October, our employees, customers, partners, and suppliers join together in projects to make a difference in our global communities. This year, employees spent thousands of hours volunteering, and raised \$105,000 for Save and Children and other selected charities around the world.

These remarkable achievements would not have been possible without the hard work and dedication of our global team, and thank them for their leadership on these important issues. We will carry this momentum into the next decade and continue our work to create a lasting impact—and Experiences that Matter.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Avaya's certifications include ISO 9001:2015 (Quality Management System), ISO 14001:2015 (Environmental Management System). Our portfolio includes secure, JITC certified hardware and software solutions for unified communications, contact centers, data networking, video, and mobility (each available as on-site, managed, or cloud-hosted solution alternatives). With our technology platforms and professional services support team, agencies can streamline communications, deliver mission success, and bring the right people together with the right information at the right time.

ITIL based policies, processes, and procedures that are aligned to security and compliance requirements.

- 24x7 security personnel onsite,
- 24-hour video surveillance internal/external, biometric and key card access,
- Compliance standards including ISO 27001, SOC 1 Type II, SOC 2 & 3, HIPAA, and PCI-DSS.
- All administrative access is contained within a secure desktop environment.
- Multi-Factor Authentication required for administrative access to the environment
- Next Generation Firewall with Network Intrusion Prevention
- Protects operating systems vulnerable to viruses and malware from known threats as well zero-day threats
- Role Based Access Controls with granular access limits to specific customers and data on a right-to-know and need-to-know basis
- Detailed logs and audit trails are received from all components of the environment, protected from modification, and stored for forensic investigation (1 year with 90 days online).

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:
 - Software
 - Animation and Modeling
 - Business Productivity
 - Digital Publishing
 - Digital Video
 - Engineering and CAD
 - Health & Science
 - K-12
 - Languages
 - Licenses
 - Math
 - Music & Audio
 - Programming
 - Film and TV Production
 - Operating Systems and Utilities
 - Security
 - Test Prep
 - Training
 - Utilities
 - Web Publishing
 - SaaS
 - Cloud Based Applications
 - Citizen and Resident Engagement
 - Meeting Automation
 - Website Design
 - Communication Tools
 - Documentation Solutions
 - Online Transactions
 - Software Portfolio Management
 - Software Procurement Services
 - Software Asset Management & Compliance

5.0 Avaya's Offerings

Avaya is providing the following products and Services:

- Avaya OneCloud Public
- Avaya OneCloud Private
- Avaya OneCloud Secure
- Avaya Spaces
- SENTRY Enhanced Next Generation 911
- Avaya Subscription
- Avaya Device as a Service (DaaS)
- Communications Platform as a Service (CPaaS)
 - Avaya Cloud Notification Solutions (ACNS)
 - Contact Tracing

Avaya OneCloud Public

5.1 Avaya OneCloud Public

Avaya cloud solutions are engineered to give you advanced capabilities and services in the cloud with the least disruption to how you do business. **Avaya OneCloud Contact Center as a Service (CCaaS)** is purpose-built to make your cloud contact center migration as seamless as possible, allowing you to retain your existing investments while gaining the many benefits of a multitenant and scalable cloud solution.

Avaya OneCloud Contact Center as a Service (CCaaS)

Avaya solutions are purpose-built to make your customer communications tools as flexible and reliable as possible, allowing you to retain focus on your customers and business while gaining the benefits of a scalable, cost-effective cloud that grows with you.

Many businesses just want to get started. Avaya has developed a couple of application bundles to help you decide what's right for your business.

Avaya OneCloud CCaaS Bundles

Features	Voice Bundle*	Digital Bundle*
Business Voice Features	X	X
Call Center Routing	Skill-based	Skill-based
Call Center Reporting	X	X
Basic IVR	X	X
Compliance Recording + 90 Days Storage	X	X
Screen Capture + Live Monitoring	X	X
Webphone	X	X
Quality Management and Coaching**	-	X
Digital Channels	-	X

*Pricing is usage based. The cost for provisioning one account is included in the fees for the Basic and Advanced Bundles.

You may purchase Add-on services for an additional charge. Add-ons require a Statement of Work. The following optional Add-on services are available in all countries where Avaya OneCloud CCaaS is currently available (“Generally Available Add-on Services”).

Generally Available Add-on Services include, but are not limited to:

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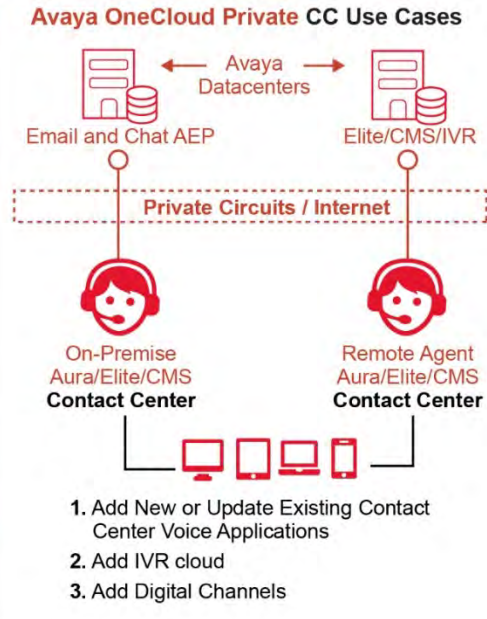
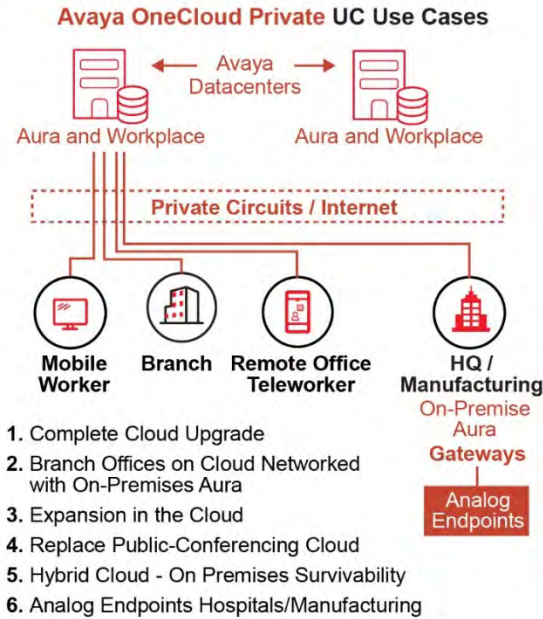
- Dedicated resource to discuss and plan upcoming changes
- Detailed customer client billing and invoicing, including but not limited to, providing usage data, billing and invoicing data at the customer client level
- Onboarding
- Data feed enablement
- Custom reports
- Workforce Management (WFM)
- Quality Management and Coaching
- Secure File Transfer Protocol (SFTP) recordings to customer
- Custom IVR application development/deployment
- Recording archive
- Screen capture archive
- Computer Telephony Integration (CTI)
- Virtual Desktop Infrastructure (VDI)
- Post interaction surveys
- Voice to text transcription

Avaya OneCloud Private

5.2 Avaya OneCloud Private

The Avaya OneCloud Private solution is designed specifically for enterprises seeking a cloud-based Software as a Service (SaaS) solution enabled for rich-featured unified communications and/or contact center environment without upfront expenses or limitations on capacity. The SaaS platform allows you to take advantage of our years of experiences, expertise, tools, and scale that the global Avaya cloud services organization brings to managing your communications environment.

Avaya OneCloud Private delivers turnkey SaaS solutions designed to help you create a business advantage. Our solutions unify your enterprise communications, including call handling, messaging, conferencing, presence, instant messaging, contact center, immersive collaboration, emergency services, and much more. The solution will help you connect more efficiently and effectively with your customers by matching the customer to the right resource for their needs through the customer's preferred contact channel. Furthermore, we can help your employees work from anywhere by integrating with your personal and mobile devices and taking advantage of rich communication applications and "find me/follow me" capabilities. By bundling a variety of feature packages to meet your organization's specific demands, Avaya OneCloud Private can offer flexible pricing, cloud-based architecture, and a service delivery model that provides the greatest value possible to your organization.



Suppose you wish to reap the cloud benefits of having up-to-date releases, SLA based reliability, all without the overhead of maintaining the system. In that case, Avaya can bring you welcomed speed and efficiency to help you control your future.

The Avaya OneCloud SaaS solutions can help you overcome a lack of time and resources to implement new solutions for your environment. Our cloud SaaS experts can help your business choose all the right components to meet your needs, manage the migration, and handle the design and implementation of those solutions. We constantly add new capabilities to support your company’s need for the latest technology. Moreover, Avaya support does not end there; our experts analyze the integration of the new technology and continue to make optimal adjustments for your environment, including software upgrades, to keep your business up to date and running smoothly.

Avaya OneCloud Private UC Solution		
Features / Functionality	Solution	Deployment
Basic Line Features	HIPAA/PCI	Integrate to On-Premises Gateway to Support Customer's Analog Phones
Emergency Calling with US Location Tracking	Self Service Portal	
Attendant Console	Device Management – Remote Config Management	Integration to Avaya On-Premises PSTN Gateway (LSP/BSM)
Voicemail	DES – Device Enrollment Service (Auto Provisioning of SIP Phones)	Multi-carrier Redundant Circuit
Unified Messaging with Notify Me		
Office Worker	Integration with Avaya Device Adaptor for CSIlk-endpoints	Integration with Customer Gateways on site
Remote Worker	Application/Configuration Backup	Network Interconnect Platform 2 (Direct Link Exchange/Connect/Dedicated + Internet)
12 Party Audio Conferencing	Data Center DR/Restore	
Soft Clients + Web Clients for Mobile/ Laptop	Usage Based Billing	<i>Note: Actual network always 3rd party provider</i>
Presence/IM	Supported 3rd Party Integration: (standard rate carded items)	Fully Geo-redundant (Primary/Secondary Deployment)
Multimedia Messaging	CDR API into 3 rd Party CDR Post-Processing Application	High Availability within Data Center
Multi-Party Audio Conferencing		Global Deployment – Support on-net calling across regional deployment
Multi-Party Video Conferencing		Fully Redundant GR/HA Pairs within Regions
Web Conferencing		
Auto Attendant		
Hunt Group/Coverage Paths		
SIM Ring		
LDAP (for authentication only)		

Avaya OneCloud Private CC Solution		
Features / Functionality	Solution	Deployment
<ul style="list-style-type: none"> Basic Line Features Emergency Calling with US Location Tracking Voicemail Office Worker 	<ul style="list-style-type: none"> HIPAA/PCI Self Service Portal Device Management – Remote Config Management DES – Device Enrollment Service 	<ul style="list-style-type: none"> Integrate to On-Premises Gateway to Support Customer's Analog Phones Integration to Avaya On-Premises PSTN Gateway (LSP/BSM)

Avaya OneCloud Private CC Solution		
Features / Functionality	Solution	Deployment
<ul style="list-style-type: none"> Remote Worker Allocation of Supervisors Contact Center Routing Voice Contact Contact Center Skills Based Routing Contact Center Reporting (Web-based) Digital Enabled CC Agent Desktop Client IVR via Dynamic Self-Service Self-Service Speech Recognition/Vocalization Compliance Recording Screen Capture + Live Monitoring Quality Management and Workforce Management Contact History Records Skills and Attribute Based Routing CC Voice and Digital Channels Contextual Customer Journey Advanced Routing Capability SFDC and EPIC Connectors Proactive Outreach 	<ul style="list-style-type: none"> (Auto Provisioning of SIP Phones) Integration with Avaya Device Adaptor for CSIk-endpoints Application/Configuration Backup Data Center DR/Restore Usage Based Billing <p>Supported 3rd Party Integration: (standard rate carded items)</p> <ul style="list-style-type: none"> SFDC EPIC 3rd Party Call Recording 3rd Party SAN for Call Recording 3rd Party IVR Application (via reverse proxy only) 	<ul style="list-style-type: none"> Multi-carrier Redundant Circuit Integration with Customer Gateway on Site Network Interconnect Platform 2 (Direct Link Exchange/Connect/Dedicated +Internet) <p><i>Note: actual network always 3rd party provider</i></p> <ul style="list-style-type: none"> High Availability within Primacy DC Global Deployment – Support on-net calling across regional deployments Dual Data Center Deployment in Region

The Avaya OneCloud Private SaaS solution is built on a strong global track record, our industry-recognized management platform, and a world-class support team.

We offer advanced delivery of communications applications. The solution includes the most current Avaya

applications to provide you with a suite of collaboration and contact center standardized reference architecture delivered in a flexible, consumption-based cost model. The Avaya Cloud offer can effectively deploy cloud solutions with a greater level of agility, accuracy, and effectiveness, respecting each customer's pace.

We support virtual private cloud infrastructure across a set of globally deployed data centers that allow hybrid deployments, including interoperability with existing Avaya on-premise applications/assets. Principled governance. A strong, trusted relationship is fundamental to the success of cloud-based services. In addition to keeping you informed of the activities going on in your environment, we integrate our processes, tools, and people with your existing IT organization to help ensure a smooth transition. In this way, we provide:

- Security and compliance: HIPAA, PCI-DSS
- Project coordination and planning
- Management and oversight
- Reporting
- Escalation

Security / Compliance Tools in OnceCloud Private		
Control	Description	Compliance Mapping
Policies, Processes and Procedures	ITIL based policies, processes and procedures that are aligned to security and compliance requirements	HIPAA and PCI
Physical Facility Security	24x7 security personnel onsite, 24-hour video surveillance internal/external, biometric and key card access, compliance standards including ISO 27001, SOC 1 Type II, SOC 2 & 3, HIPAA, and PCI-DSS.	HIPAA & PCI
VDI-Based Administrative Access	All administrative access is contained within a secure desktop environment.	HIPAA & PCI
Multi-Factor Authentication	Multi-Factor Authentication required for administrative access to the environment.	HIPAA & PCI
NGFW with IPS	Next Generation Firewall with Network Intrusion Prevention.	HIPAA & PCI
Anti-Virus / Anti-Malware	Protects operating systems vulnerable to viruses and malware from known threats as well zero-day threats.	HIPAA & PCI
RBAC	Role Based Access Controls with granular access limits to specific customers and data on a right-to-know and need-to-know basis.	HIPAA & PCI
Logging & Audit Trails	Detailed logs and audit trails are received from all components of the environment, protected from modification, and stored for forensic investigation (1 year with 90 days online).	HIPAA & PCI
SIEM	Security Information & Event Management. The SIEM collects security information and logs from all components of the environment, correlates and analyzes the data, creates security incident tickets and presents the data for analysis by security operations personnel. SIEM logs have tamper prevention.	HIPAA & PCI
SOC	24-hour Security Operations Center constantly monitors security and quickly responds to security incidents.	HIPAA & PCI

Security / Compliance Tools in OnceCloud Private		
Control	Description	Compliance Mapping
Vulnerability Management and Periodic Scanning	A vulnerability management program is maintained to discover, manage, and address software vulnerabilities in the environment. Periodic internal and external vulnerability scanning is performed.	HIPAA & PCI
Penetration Testing	Periodic internal and external testing of the ability to compromise the environment.	HIPAA & PCI
FIM	File integrity monitoring ensures critical system files are not modified.	PCI

With the Avaya Management Platform, you can leverage real-time, predictive, and proactive event monitoring, tools, and dashboards through a customizable portal across our cloud solutions. Avaya's sophisticated event orchestration and leading-edge Artificial Intelligence to enable our operations team to deliver industry leading availability and performance metrics.

Avaya Services: Enabling Innovation, Delivering Peace of Mind

- People – over 700 dedicated managed services resources, 1,000 + industry certifications and employees with average of 20 years of experience
- Capacity – Avaya currently manages over 2.9 million communications ports and nearly 450,000 contact center agents globally.
- Processes – globally managed solutions based on ITIL standards, from offers to delivery; consistent methodologies and global KPIs; and integrated global operations with OPEX and CAPEX modeling available.
- Presence – 24x7 availability across nine global operational service centers as well as services resources in 37 countries.
- Performance – consistent quarter-to-quarter customer satisfaction levels, and SLA performance at 95% (industry standard is 92%).

Avaya OneCloud Private Unified Communications as a Service (UCaaS)

The Avaya UCaaS platform consists of Avaya provided hosting, hardware, software, installation, and ongoing management of the Service. The Service includes:

- Dedicated (private) instance for Customer's use of the UCaaS Service on a shared infrastructure
- The OneCloud Private Platform will be hosted on the Avaya cloud infrastructure deployed in a dual Data Center (DC), geo-redundant, setup.
- The DC facilities where the Avaya cloud infrastructure is deployed are all tier 3 or 4 rated facilities operated in accordance with the Avaya safeguards and security policies.
- The Avaya cloud infrastructure includes all the infrastructure components (virtualization, compute, storage, network, firewalls, and other components) required to host the OneCloud Private Platform.
- The Service is hosted on the shared, geo-redundant, high availability (HA), Avaya cloud infrastructure; one data center is active and primary, and one is secondary and standby within a region.
- Infrastructure includes network links (using Avaya IP Addresses) between OneCloud Private provided data centers.
- Avaya Aura UC and CC software and associated installation services; management and maintenance of the Service;
- Miscellaneous security elements such as SBCs, VPNs, firewalls and load balancers; and all cross-connects in the data centers to the Service. Fiber cross-connects are the standard requirements with gigabit SFP connectors.
- PSTN connectivity is SIP based; Connectivity modes:
 - SIP trunks between the OneCloud Private Platform and the PSTN and

- Line-side connectivity: connectivity between the OneCloud Platform and Customer's network and/or the internet.

The table below details the OneCloud Private UCaaS Bundles features and functionalities, that are charged on a monthly recurring basis based on actual Customer usage.

UCaaS Bundles and Features	Basic UC	Core UC	Power UC
SIP Business Line Features	•	•	•
SIP Inward / Outward Dialing	•	•	•
Office Worker Client	•	•	•
Voicemail	Advanced	Advanced	Advanced
Home Worker Client	•	•	•
12 Party Audio Conferencing	•	•	•
Remote Worker Client	-	•	•
Soft Phone for Mobile / Laptop	-	•	•
Enterprise Single Sign On (Softphone)	-	•	•
Presence / Multimedia Messaging	-	•	•
Point to Point Video		•	•
Public Cloud Personal Meeting Room - Spaces	Essential	Business	Power
Personal Meeting Room in Public Cloud - Online Voice Conference	50 simultaneous	200 simultaneous	500 simultaneous
Personal Meeting Room in Public Cloud - Online Video Conference		200 / See up to 15 simultaneous participants	500 / See up to 35 simultaneous participants

Package Key	Symbol
Included in Package / Bundle	•
Available as Priced Option	O
Not Available in Package / Bundle	-

Avaya OneCloud Contact Center as a Service (CCaaS)

CCaaS is built on top of the UCaaS UC Core Bundle. The Avaya Spaces Entitlement for Core is Business.

What's Included?

The following are included in the OneCloud Private CCaaS rate card:

- Avaya enterprise CC functionality that has always been #1 / #2 in Gartner evaluations globally – the OneCloud Private CC content included in the offer is broad and robust;
- Cloud platform hardware as well as data center hosting;
- Avaya Contact Center software;
- Installation / configuration charges; many competitors charge a separate installation/implementation

- fee to migrate to cloud;
- An allotment of MACD hours;
- Upgrades keeping the customer on the latest Avaya cloud software;
- Support for returning Avaya perpetual licenses (IPP) for OneCloud Private pricing discounts for the term of the production contract. For additional information, please see Section 8.0.
- Network links (using Avaya IP Addresses) between OneCloud Private provided data centers;
- Management and maintenance of the Avaya cloud service;
- Miscellaneous security elements such as SBCs, VPNs, firewalls and load balancers; and
- All cross-connects in the data centers to the Service. Fiber cross-connects are the standard requirements with gigabit SFP connectors.

CCaaS Features & Bundles

For CCaaS, there are several pre-defined bundles: Voice, Basic Omni-Channel, Advanced Omni-Channel, Basic Digital Only and Advanced Digital Only. In addition to these CC bundles, there are also various a la carte options for Workforce Optimization (WFO) (Verint), Elite Digital (eGain), and IVR (Nuance).

The tables below provide a summary of CCaaS bundles and features and a la carte options

CCaaS Voice Bundles and Service Elements	Basic Voice CCaaS Bundle	Basic Omni-Channel CCaaS Bundle	Advanced Omni-Channel CCaaS Bundle
Business Voice Features + VM (Core)	•	•	•
CC Routing	Skills	Attribute	Attribute
CC Reporting	Voice	Omni	Omni
Digital-Enabled CC Agent Desktop Client (Workspaces for Elite)	•		
Digital-Enabled CC Agent Desktop Client (Oceana Workspaces)		•	•
Allocation of Supervisors (Admin Only)	•	•	•
IVR + App Development Environment	•	•	•
Contextual Services	•	•	•
Call Back Assist	O	•	•
Integrated Omni Digital Channels	-	Email / Chat / SMS	Add Co-browse/ Generic
Proactive Outreach (Voice / Email / SMS)	O	O	•

Package Key	Symbol
Included in Package / Bundle	•
Available as Priced Option	O
Not Available in Package / Bundle	-

Digital Only Bundles

CCaaS Digital Only Bundles and Service Elements	Basic Digital Only Bundle	Advanced Digital Only Bundle
CC Routing	Attribute	Attribute
CC Reporting	Digital	Digital
Digital-Enabled CC Agent Desktop Client	•	•

CCaaS Digital Only Bundles and Service Elements	Basic Digital Only Bundle	Advanced Digital Only Bundle
Allocation of Supervisors (Admin Only)	•	•
Contextual Services	•	•
Business Rules Engine	•	•
Digital Channels (i.e. NO Voice (C2C) or Video WebRTC / Social Media / Chatbot)	Email / Chat / Co-Browse	Add SMS / Generic

Elite Digital (eGain) Option

CCaaS Voice Options and Service Elements	Basic Voice CC Bundle	Basic Omni-Channel CC Bundle	Advanced Omni-Channel CC Bundle
Elite Digital (Email / Chat / SMS / Social Media) (eGain) + Digital Reporting + All Channel Case Management)	0	-	-

Avaya Workforce Optimization (AWFO) Add-on Options

AWFO Features & Bundles	Compliance Recording	Quality Monitoring	Workforce Optimization	Workforce Management
Recording & Quality Monitoring				
Voice Recording, Search and Replay	•	•	•	
Recording Encryption (in Transit and At Rest)	•	•	•	
High Availability Recorder Array (1)	•	•	•	
Screen Capture	0	•	•	
Quality Monitoring		•	•	
Auto Quality Monitoring		•	•	
Performance Management				
eLearning Lesson Management		•	•	•
Coaching		•	•	•
Advanced Scorecards		•	•	•
Workforce Management				
Forecasting and Scheduling			•	•
Advanced Adherence			•	•
Media Blending			•	•
Time Off Manager			•	•
Strategic Planner			•	•
Mobile Work View			•	•
Shift Bidding			•	•
Analytics				

AWFO Features & Bundles	Compliance Recording	Quality Monitoring	Workforce Optimization	Workforce Management
Desktop Analytics	O	O	O	O
Speech Analytics (Advanced)	O	O	O	
Customer Feedback				
Customer Feedback	O	O	O	O

Avaya OneCloud Secure

5.3 Avaya OneCloud Secure

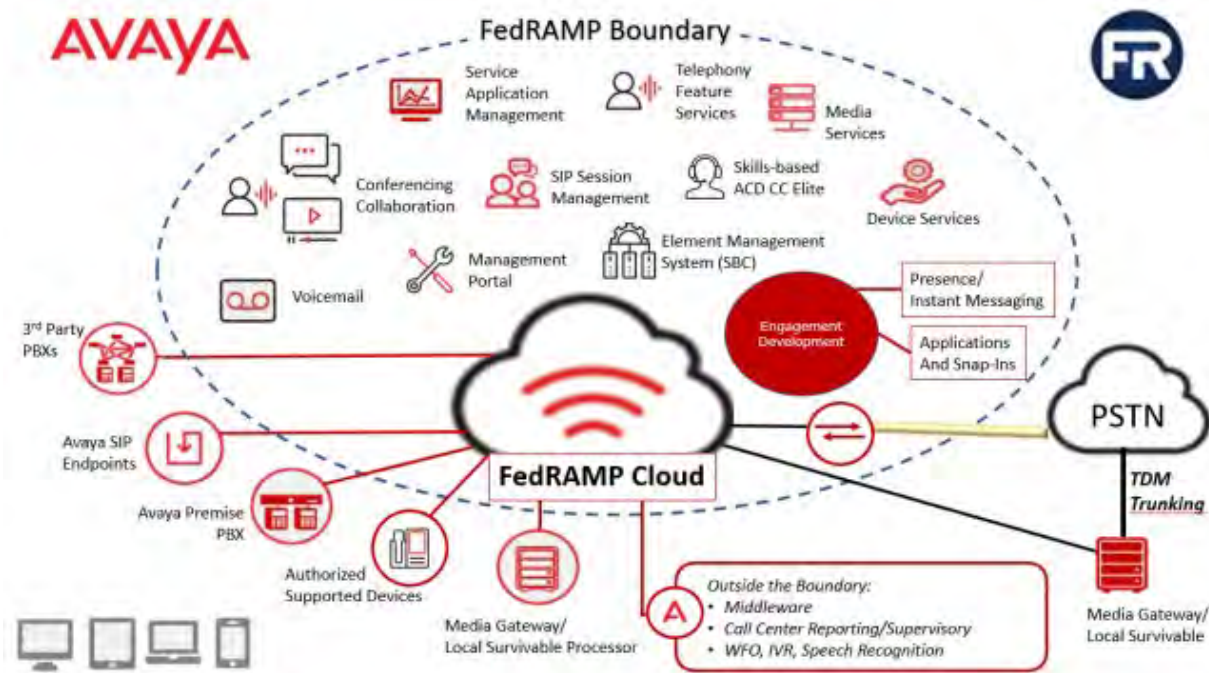
Avaya OneCloud Secure is a FedRAMP based cloud solutions for Unified Communications and Contact Center applications. OneCloud Secure is geared toward state and Local Government customers with a need for increased security, such as FedRAMP Moderate. Users on the platform can take advantage of the cloud features such as cost effectiveness, elasticity, scalability, and up-to-date releases, all while not worrying about security or system downtime. Avaya OneCloud Secure provides geo redundant data centers located in the United States. Users will have access to a management portal to make Moves, Adds, Changes, and Deletes

(MACD) to their UCaaS and CCaaS systems. The web-based management portal will also provide reporting so administrators can monitor the platform. With OneCloud Secure, Federal customers can migrate their existing on-premises Unified Communications and Contact Center to the FedRAMP cloud.

Features and Benefits

- Better Customization and Security
 - FedRAMP Moderate Authorized
 - Dedicated Software Instance, not Multi-Tenant
 - 365x24x7 Managed by US Citizens
- Avaya Industry-Recognized Unified Communications (UC)
 - Service providing enterprise-quality, features, including: Telephony, Unified Messaging, Mobility, Instant Messaging, Presence, Audio Conferencing, Web and Video Collaboration.
- Future Technology Acceleration
 - Introduced through technology refreshes included and managed by Avaya as Part of the service agreement.
- Operational Expense (OPEX) *Model and Predictable Billing*
 - OPEX billing is available to the customer or partner based on the quantity of provisioned end users and the subscribed feature bundles.
- Scalability
 - Service can expand up from the minimum required number of users during peak events or peak seasonal changes in the business dynamics.
- Robust Mobility
 - The feature provides a secure method to bridge calls from the End User's desk phone to any mobile device and offer the ability to switch seamlessly between mobile and desk phone as often as necessary during a single call.
- Moves, Adds, Changes and Disconnects (MACDs)

- The Service Entitlement provides and entitlement of MACD changes per month based on the number of provisioned end users.
- Secure Full-Feature Collaboration
 - The service provides for reservation-less “Meet-me” Audio, Video, and Web Collaboration Bridge with Security Code Access and the ability to launch the bridge from any phone anywhere.
- Onboarding to Service
 - Standard implementation changes are included in the monthly subscription price, no up-front investment.
- Service Support
 - Based on Information Technology Infrastructure Library (ITIL)



Service Bundles

OneCloud™ Secure Bundles are available to Customer for identified groups of End Users. Avaya will provide the Unified Communications (UC) and Contact Center (CC) features and functionality included in each OneCloud™ Secure Bundle.

Unified Communications (UC) features are available to subscribed users for the Service via three Service Bundles: Basic, Core, and Power. The table below details the Unified Communication (UC) OneCloud™ Secure Bundles, which will be charged monthly based on actual Customer seats.

Basic Bundle: The Basic bundle provides the fundamental IP Voice support for hard endpoints, inbound and outbound calling capabilities, and many standard features. Also, the bundle has Basic Messaging included. A standard 10-digit dial plan is supported for the Customer.

Core Bundle: This bundle builds on top of the Basic Bundle, adding in Advanced Messaging and other Unified Communication capabilities such as IM / Presence, EC500 twinning with a desktop or mobile soft client, and Avaya Client Integration (ACA), which supports Microsoft integration.

Power Bundle: This user type builds on top of the Core UC Bundle and adding in audio, web, and video collaboration.

Legend: X= Included, - = Not Included

UC Features	Basic	Core	Power
IP Telephony for IP telephones with Geo-Redundancy (Hard Endpoints not included in the Service)	X	X	X
Messaging – Basic (Voicemail)	X	-	-
Messaging – Advanced (Voicemail w/ Unified Messaging)	-	X	X
Instant Messaging (IM) & Presence	-	X	X
EC500- twinning with a desktop or mobile soft client	-	X	X
Desktop Soft Client	-	X	X
Mobile Soft Client	-	X	X
Point to Point Video	-	X	X
6 Party Ad-Hoc Audio Conferencing	X	X	X
Meet-Me Collaboration - Audio, Web and Video (up to 25 parties)	-	-	X
Avaya Client Applications (enables (ACML) Avaya Client for MSFT Link. Works with Skype for Business)	-	X	X
Management & Reporting	X	X	X
Separately Priced Add On			
NG911 - Mandatory priced	Provides Notification, Discovery & VoIP Provisioning Center (VPC)		
Hard End Points (Separately purchased by Customer)	Avaya SIP phones, analog or, Avaya H.248 gateway.		

Call Center Elite

Call Center Elite is an optional add on feature for Avaya OneCloud™ Secure priced per Named Contact Center agent. It provides:

- Conditional voice call routing commands (Call Vectors – vector numbers, routing, and skill-based routing),
- Agent selection algorithms (e.g., hunt groups to skill-based routing) and a
- Structured event stream used by the off-board Call Management System (CMS) for reporting

The CMS provides real-time and historical reports for call center supervisors and is not included in the Cloud Service. All contact center solution components (e.g., AES, CMS, etc.) except for CC Elite and must be provided by the Customer and located outside the FedRAMP boundary on the Customer's premises or in a Customer provided data center.

SIP Features

The Service Feature Set is listed below. Other SIP features can be explored 25-0505 BP 50 of 129 not all

features may be supported by Avaya Desktop or Mobility Clients. The features with an asterisk require Avaya system administrator enablement.

Supported SIP Features	
Access Codes	Contacts
Auto Dialing*	Dial Intercom*
Automatic Callback	Directed Call Pick-Up
Bridged Appearances*	Direct Inward and Outward Dialing
Busy Line Appearances (aka Busy Line Indicator) *	Directory (Aura integrated)
Call Coverage (6 alternate numbers)	Distinctive Ringing
Call Forward - All, Busy, No Answer and Deactivation	Enhanced Call Forwarding
Caller ID – Incoming, Outgoing	Exclusion (Toggle on/off)
Call History (aka Call Log)	Hold Recall
Call Hold/UnHold	Idle Appearance Select
Call Log – Return Call	Last Number Dialed – Redial from Phone
Call Park	Message Waiting Indication
Call Pick-Up	Mute
Call Status/Appearances	Redial (aka Last Number Dialed)
Calling Party Number Block and Unblock*	Send All Calls
Call Transfer	Speed Dial Numbers
Conference (6 party ad hoc)	Team Button
Consultation Hold	Teleworker/Remote Worker
	Transfer – Attended/Unattended (aka Call Transfer)

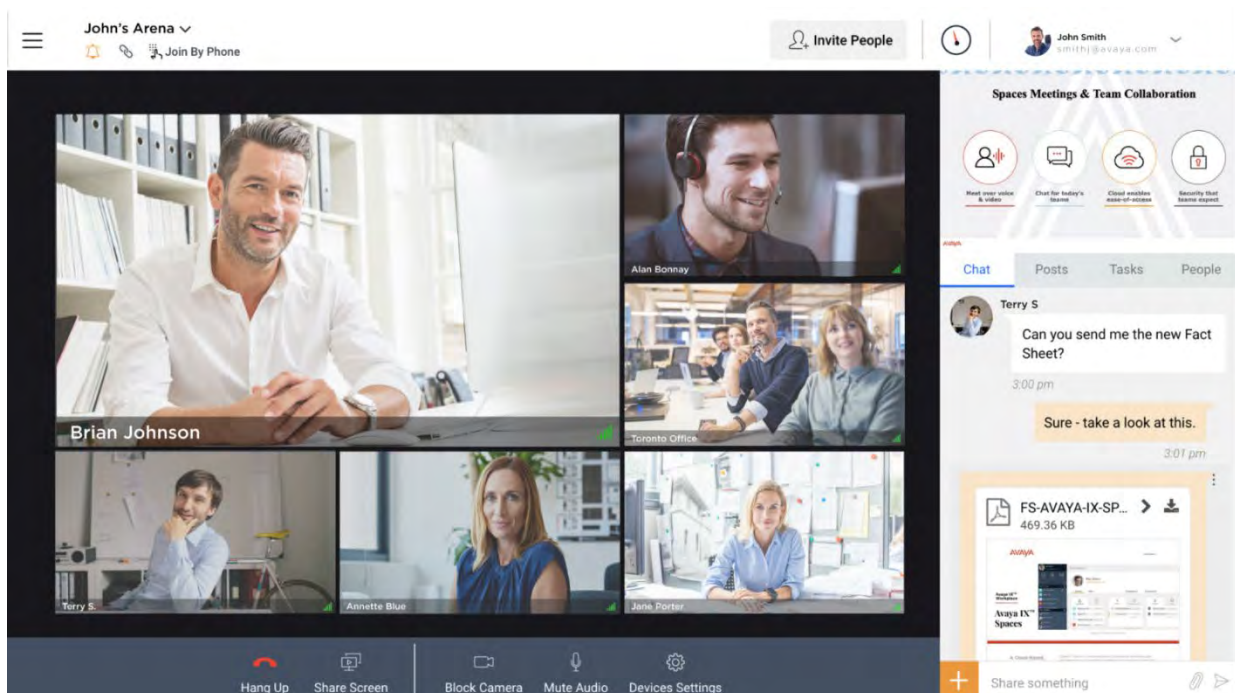
Avaya Spaces

5.4 Avaya Spaces

Avaya Spaces is a Software as a Service (SaaS) team collaboration and meeting application. It seamlessly integrates voice, video, tasks, sharing, and more into one application that can be accessed anywhere. Avaya Spaces can be used on smartphones, laptops, or tablets. It only requires a WebRTC compatible web browser to take advantage of powerful collaboration and meeting features. Avaya Spaces helps working teams self-organize and get work done, even if they are widely distributed in a simple and easy to use all-in-one application.



Avaya Spaces can support up to 500 voice and video participants to manage meetings ranging from small to very large. Avaya Spaces also provides advanced meeting capabilities including screen sharing, meeting recording, file sharing, phone dial-in, and email integration. Avaya Spaces can integrate with many other third-party applications with its use of open APIs. Security is also built into Avaya Spaces where data is encrypted in transit and rest to ensure privacy when meeting or collaborating with others. Authentication can also be enabled to ensure that users must enter a password to enter a meeting on a browser and when users dial-in. Avaya Spaces is HIPAA compliant and can have customized retention policies to allow organizations to preserve data for how long they see fit. Avaya Spaces is a tool that can help users work from anywhere to ensure they are fully in touch and collaborating with others in an easy and safe way.



Avaya Spaces Features	Essential	Business	Power
Personal Cloud Meeting & Collaboration Rooms	✓	✓	✓
Voice Conference Participants in Meeting	50	200	500
Video Conference Participants in Meeting	-	200	500
Simultaneous Participants Viewed	-	15	61
Avaya Spaces Room App (CU360 Integration)	-	✓	✓
Avaya XT Video System Integration	-	✓	✓
Content Sharing	Share application or Entire Screen		
Meeting Recording	-	-	✓
Phone Dial-In	-	-	✓
1-to-1 Video Calling	✓	✓	✓
Persistent Chat/Messaging	✓	✓	✓
File Sharing	1 (GB)	Unlimited	Unlimited
Task Management	✓	✓	✓
View Entire Collaboration Workstream	✓	✓	✓
Web App Access	Google Chrome, Mozilla Firefox, Microsoft Edge (v81+)		
Mobile App Access	Apple iOS, Google Android		
App Integrations	Google Calendar, Microsoft 365, Salesforce		
Single Sign On (SSO)	Enterprise SSO Google, Microsoft 365, Salesforce		
Security	Data encryption, 24-character meeting ID + 10-digit password, private user authenticated Spaces		
HIPAA Compliance	✓	✓	✓
Configurable Data Retention Policy	✓	✓	✓
Manage Users by Company Domain	-	✓	✓
APIs	✓	✓	✓

SENTRY Enhanced Next Generation 911

5.5 SENTRY Enhanced Next Generation 911

SENTRY™ NG911 is a next-generation 911 solution that can help organizations provide detailed location information to PSAPs in the event of an emergency and ensure full compliance with Kari's Law and Ray Baum's Act. This solution can help enterprise customers keep employees safe regardless of where they are located geographically. NG911 is a modular framework designed to provide the functions needed to solve Enterprise NG (Next Generation) 9-1-1 phone tracking, 9-1-1 call routing, and on-site notification issues. NG911 Emergency Location Management application provides the ability to track IP/SIP endpoints' location where required and offers On-Site Notification capability in the event of a 911 emergency call within the location identified in the Locations section.

The NG911 Solution is much more than just a legacy E911 solution. SENTRY™ encompasses a purpose-built modular framework to deliver the functionality and information required to provide Enterprise communications devices the location tracking for Analog, Digital, and IP endpoints, location-based routing for emergency calls, and detailed on-site notification to increase the awareness to internal staff when any emergency issue arises.

Reduced OpEx

- Reporting to the device level no longer requires monthly device level pricing
- Devices no longer need a unique DID number to report their location
- Modularized so only the modules needed for your environment are deployed

- NG911 utilizes the RapidSOS NG911 Clearinghouse, simplifying data
- Reduced CapEx
- Installed on VM-based servers on-premise, in the cloud, or as a hybrid
- Deployment models that deliver resiliency and flexibility
- No proprietary hardware or Single Points of Failure
- Application remains separate from the call path
- Collects, correlates, and delivers emergency data within the Enterprise
- Single-Pane-of-Glass interface to Public Safety

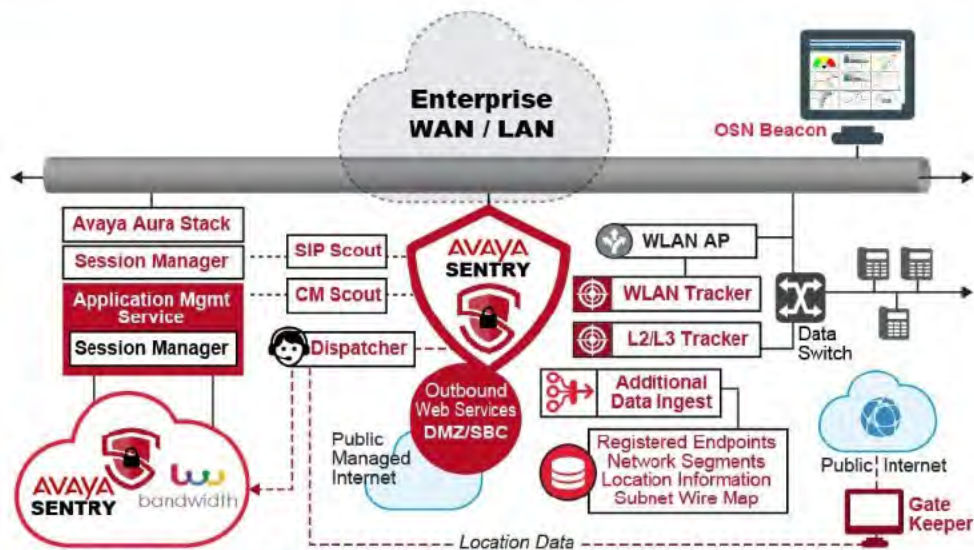
Efficient

- NG911 for the most current capabilities of the PBX
- Flexible for onsite, branch, and remote workers
- Eliminate PS-ALI / monthly recurring OpEx charges from the LEC

SENTRY™ is a modular solution for NG911 location management. The NG911 solution is comprised of the following modules: Sentinel, Scout, Tracker, Beacon, VPC, Dispatcher and Gatekeeper.

NG911 Modular Components

Benefits	Components
Low deployment costs	SENTINEL: The server database and the system core which monitor system beacons, emergency calls, location data and call server information
VM Based	TRACKER: IP location discovery app for retrieving information from specific hardware and reporting any changes to the Sentinel web service
No proprietary hardware or Single Point of Failure appliances	SCOUT: The interface to various Enterprise Call Server (ECS) environments for location discovery and on-site notification. Reports phone location updates received from Tracker directly into the ECS and can also request phone inventories and help manage notification alerts generated by the ECS
Enhances the 911 capabilities of the PBX	BEACON: Client on-site notification application that provides screen-pop alerts and printing of incoming notification events
Reduce or eliminate PS-ALI/ monthly recurring OpEx charges from the LEC	
Flexible for use in building, branch, or remote workers	



SENTRY NG911 Solution – Architectural Overview

Types of Local Notifications Supported

NG911 Beacon is the Client On-Site Notification application that provides screen pop alerts and printing of incoming notification events. Beacon will ensure the correct location and the relevant Emergency Locations Identification Numbers (ELIN) or automatic number Identification (ANI) information is

delivered to the Public Safety Answering Point (PSAP) when 911 is dialed. Additionally, the Emergency Location Management (ELM) can discover and provide the location of IP/SIP clients within an enterprise environment. Reports on those locations can be sent back to the Call Server to enable proper call routing and delivery of ELIN and ANI Information to the PSAP. ELM will also monitor the On-Site Notification (OSN) alerts available from the telephony system. An additional detail to those notifications provides enhanced data to first responders when they arrive at the offices via Beacon.

SENTRY™ Beacon – Level of Detail Available

NG911 Internal Tracker is the Location discovery software component using Layer 3 discovery to determine IP / SIP phone locations that are then reported to the Sentinel web application. There will also be a data-gathering phase upfront to map extensions to building and room or zone-based locations for basic phones that are not expected to be moved.

Avaya Subscription

5.6 Avaya Subscription

With Avaya Subscription, customers can now purchase the Right to Use (RTU) of software, access to deploy the latest releases when available, and Avaya's preferred level of support for a contracted period. Customers will contract for a quantity of users and/or agents and will have access to a stretch allowance of 20% above the committed quantity at no extra fee for the duration of the contract. The subscription is paid for over this fixed-term via ongoing OPEX payments, which may be annual in advance or monthly in advance.

Gain simplicity and flexibility and access to new applications with a new option for the latest Enterprise Solutions on a subscription basis:

- Simplicity with one contract for Software RTU, Support & upgrade entitlements
- Rights to the latest Software Release and access to attractive promotions to get current
- Access to additional feature content included in attractive UC & CC bundles giving customers access to new applications, and the ability to decrease spend on other vendor solutions
- Built in 20% stretch allowance for bursting and growth
- Flexibility in adding users, paying for capacity as it is required, and enabling better planning
- Quicker internal decision making and budgeting approvals
- Operational funding is more readily available vs. capital expenditures
- Time value of money, fewer financial resources tied up initially allowing better business usability
- Ease migration to cloud with aligned rate card structures & simplified true ups.

Avaya OneCloud™ Subscription Migration

	Avaya OneCloud™ Subscription			
	Upgrade to Avaya Aura® Release 8	Remain on Avaya Aura® Release 7	Remain on Avaya Aura® Release 6	CS1K/ Aura® Release 5 and below must upgrade to Aura® 8
Software Support and Upgrade Entitlement Included	✓	✓	✓	✓
Spaces Included	✓	✓	✓	✓
Access to Investment Protection Savings	✓	✓	✓	✓
Access to Avaya Aura® R8 Feature Set including IX Subscription Automation	Automation with R8.1.2 ✓	NO Requires 'Go Back' sales motion to Upgrade to Current	NO Requires 'Go Back' sales motion to Upgrade to Current	No upfront 1 time SW purchase needed ✓
Access to Full UC & CC Bundle Features	✓	Limited to customer's current features + choice of Agent Desktop*	Limited to customer's current features + choice of Agent Desktop*	✓
Receive 20% Stretch Allowance	✓	✓ - only available until R7 goes EOMS/End of Sale for Adds in Q1'FY21	NO	✓
Full Avaya IX™ Devices Portfolio Support	✓	Limited functionality	Limited functionality	✓
Access Best Discounts for HW & Devices when Ordered with SW upgrade	✓	Reduced discounts if upgrade later	Reduced discounts if upgrade later	✓
Supported SW (Patches, Security Patches, Parts)	✓	✓ - only available until R7 goes EOMS, End of Sale for Adds in Q1'FY21	NO	✓

Avaya OneCloud™ Subscription Employee Experience

Components	Basic UC	Core UC	Power UC
Multiple Device Access	1	10	10
Business Line Features (100s of features)	✓	✓	✓
Voicemail	Basic	Advanced	Advanced
Session Border Controller	Standard	Advanced	Advanced
Audio Conferencing (6 Party)	✓	✓	✓
Media Server DSP Channels	✓	✓	✓
Soft Phone for Mobile / Laptop		✓	✓
Enterprise Single Sign On (Softphone)		✓	✓
Presence / Multimedia Messaging		✓	✓
Workplace Meetings			✓
Includes: Avaya IX™ Spaces	Essential	Business	Power
Video Calling, Desktop & Application Sharing, Chat, File Sharing, Task Mgmt, APIs	✓	✓	✓
Spaces Personal Meeting Room - Online Voice Conference	50 simultaneous	200 simultaneous	500 simultaneous
Spaces Personal Meeting Room - Online Video Conference	-	200/See up to 15	500/See up to 35
Recording	-	-	✓
PSTN Dial-In for Meetings	-	-	✓

Device as a Service (DaaS)

5.7 Device as a Service (DaaS)

Avaya Device as a Service is an offer that allows customers to get devices and pay in a monthly/annual billing cycle. Customers can get Avaya's certified devices and not have the burden of paying large capital expense payments up front. Regardless if you have an on-premises, cloud or hybrid architecture, you can take advantage of Avaya's Device as a Service to pay in an operational expense model. This can be done in 1, 3 or 5-year subscription terms with a wide range of devices. These devices include Avaya IP phones,

Conference phones, Vantage Phones and Huddle Room Devices.

Avaya IP Phones: J-129, J-139, J-159, J-169, J-179

Avaya IP phones provide customers a SIP/H.323 endpoint to handle calls and collaborate with others. The Avaya IP phone portfolio can range from lobby phones all the way to high end contact center devices. These endpoints can be Bluetooth and Wi-Fi enabled to work with any customer environment.

Avaya IX IP Phones: J100 SERIES

J129 IP PHONE



Delivers dependable communications to **public or walk-up locations** such as lobbies, hotels, meeting rooms, student dormitories, and retail.

J139 IP PHONE



Designed for **business workers** that need only the most frequently used features.

J159 IP PHONE



Designed for users who desire a **small form factor** packed with lots of feature buttons.

J169 IP PHONE



Designed for knowledge workers that need the **full range of UC features**. Introduces a new **User Interface** that can be personalized.

J179 IP PHONE



Designed for knowledge workers that need the **full range of UC features** and also want **advanced capabilities** such as wireless connectivity.

Avaya Conference Phones: B109, B169, B179, B189, B199

Avaya conferencing phones allows customers to have great Omni-Sound audio quality during audio conferences to provide great collaboration between individuals regardless of size in a room and number of participants. Avaya provides conference phones ranging from SIP, H.323, Analog and can support small or large conference rooms.

Avaya Audio Conferencing Portfolio

Avaya B109
700514009



BLUETOOTH USB

Avaya B149
700501533



ANALOGUE

Avaya B169
700508892



SIP/ ANALOGUE

Avaya B179
700504740



SIP IP

Avaya B189
700503700



H.323 IP

Avaya B199
700514246



SIP BLUETOOTH



Avaya Vantage Devices: K155 and K175

Avaya Vantage is Avaya's next generation multi-media endpoint device that allows customers to take advantage of Google's Android based Operating System. Users can use Avaya Vantage for many use cases and download third-party apps for better productivity. Users still have the capability to handle calls and join video conferences using this device with its built-in webcam and ability to join multiple conference bridges. This device is Wi-Fi and Bluetooth capable with the ability to fit into any environment.

AVAYA VANTAGE™ K155 DEVICE



Designed for users that prefer a **traditional keypad**.

Android	8.1 Oreo
Display	5", 800x1280 Capacitive Touch
S/W Support	Aura, IPO, Open SIP, Avaya Breeze™ Client SDK
Handset	Modular – Cordless & Coded
Power	PoE Class 3, Vantage, 48v DC-AC PS compatible
Ethernet	Dual Port RJ45 connected Ethernet
Bluetooth®	Bluetooth® 4.2 LE, Optional module
Wi-Fi®	802.11a/b/g/n, 802.11ac, Hotspot, Optional Module
USB Port	A Type
Audio	1 speaker, 1 mic, full duplex
Headset Connectors	3.5 mm, RJ9



Avaya Vantage™ K175 – with camera/ without camera

Android	9.0
Display	8", 800x1280 Capacitive Touch, 24 bits color depth, Micro HDMI out port
S/W Support	Avaya Aura®, Avaya Spaces™, Avaya Breeze™ Client SDK. Support customers needs, whether from home or on premise, connected to cloud or enterprise network
Handset	Modular – Cordless & Coded
Power	PoE Class 3, Vantage, 48v DC-AC PS compatible
Ethernet	Dual Port RJ45 connected Ethernet
Bluetooth®	Bluetooth® 4.2 LE, integrated
Wi-Fi®	802.11a/b/g/n, 802.11ac, Hotspot
USB Port	1X USB Type-C Power adaptor port
Audio	Wideband audio available on speaker, 4 microphones , full duplex
Headset Connectors	3.5 mm, RJ9, BT, USB



Avaya Huddle Room: CU-360, HC020, HC050, OCC Hub

Avaya Huddle Room Devices allows customers to work individually or in small groups with its all-in-one video camera and built in Codex. Customers can work remotely or in groups with people around the world on Avaya conferencing or third-party conferencing solutions. These include Avaya Spaces, Avaya Workplace, Zoom, Microsoft Teams, Cisco WebEx, RingCentral Meetings, GoToMeetings and more. Avaya has video solutions for large/small groups or individual meeting environments.

AVAYA CU-360 COLLABORATION DEVICE
The collaboration revolution for huddle rooms

Android	7.1.2 Nougat
S/W Support	Aura, IPO, Avaya Breeze™ Client SDK
Signaling	Open SIP, H.323
Camera	4kp30 sensor, HFV 102°, Zoom 3x digital (manual Pan & Tilt for setup)
Video resolution	Live video up to 1080p30, content up to 1080p15
Audio	4 mics array, support for external BT mics
Power	PSU 12,5W max
Ethernet	RJ45 connected Ethernet
Bluetooth®	Bluetooth® 4.1 LE
Wi-Fi®	802.11a/b/g/n, 802.11ac, Hotspot
USB Ports	A Type, C Type
Control	IR control, web interface, App for tablets and smartphones, free APIs for AMX, Crestron, Extron,....




Huddle Cameras and OCC Hub

HC020	HC050
	
Resolution When connected to a XT: 1080p 30fps When connected to a laptop: Up to 1080p60 or 4kp30 Field of View (H): 104° Zoom: 8x digital Powered by USB	Resolution: 1080p 30fps Field of View (H): 72° PAN / Tilt: ± 170° / ± 30° Zoom: 12x optical, 16x digital, 192x total Powered by own PSU (provided in the box)

All HC cameras can be used on XT as first or additional camera for XT. Full control directly from XT (Remote Control, Scopia Control, web interface, APIs,...).



One Cable Connection hub to implement the Huddle Kit for Laptop (with Equinox Client)

- 2x USB inputs, 1x USB output (to laptop)
- 1x HDMI output to display

Communications Platform as a Service (CPaaS)

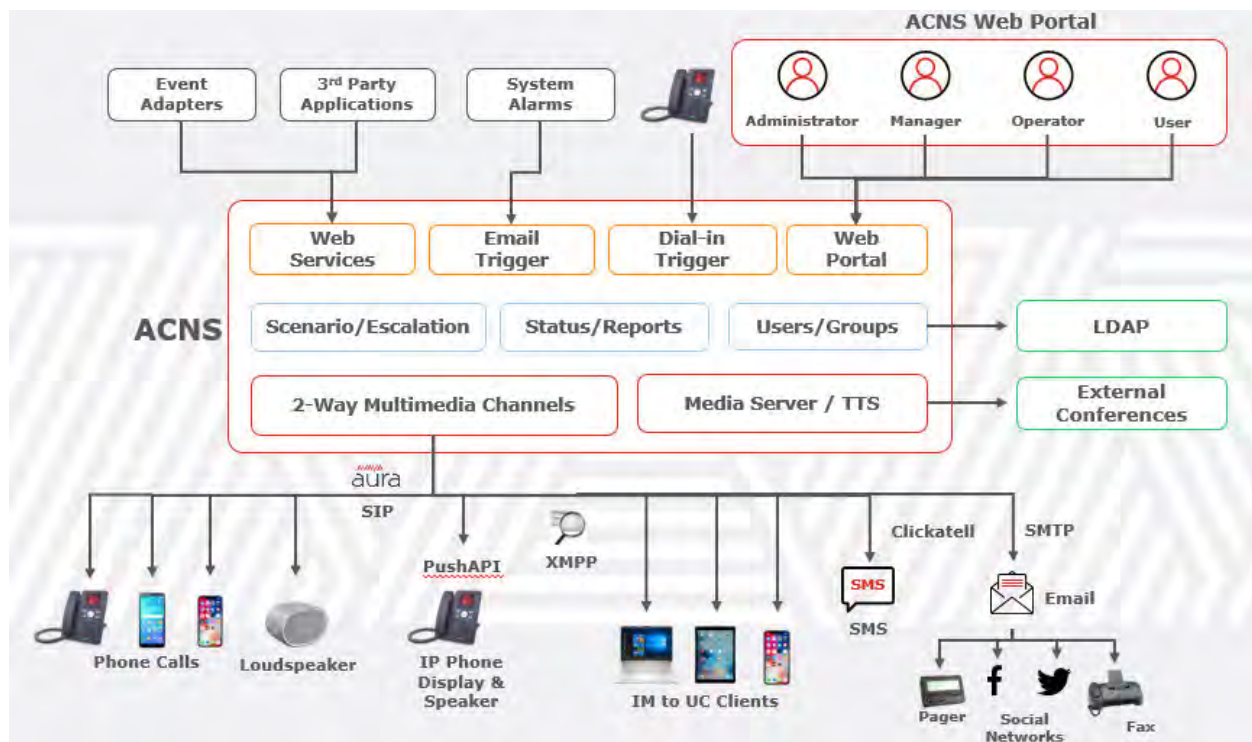
5.8 Communications Platform as a Service (CPaaS)

Avaya OneCloud Communications Platform as a Service (CPaaS) enables our customers and partners to integrate a wide range of features, including SIP Trunking, global DID and 800 service, voice notification messaging, and API workflows into a new cloud or even their current communications systems. Simplify processes without complex programming or integrations and get right down to business. Avaya OneCloud CPaaS can be used in support of both cloud and premises solutions and helps to simplify the process and provide more complete customer experiences.

Avaya OneCloud CPaaS helps our Customers engage with their customers, suppliers, and employees with drag-and-drop commands that support easy connection with mobile devices and web applications to provide a complete customer experience.

5.8.1 Avaya Cloud Notification Solutions (ACNS)

The Avaya Cloud Notification Solutions (ACNS) is a cloud-based notification service that allows administrators to broadcast mass notifications to users across dispersed systems. Whether by Calling, SMS, Email, Push Notification, or Instant Message, ACNS can deliver information to users in a real-time manner. ACNS can not only send notifications but can also receive responses to get feedback from the outbound session. This is very valuable in polling where an administrator of ACNS wants to get responses from individuals who received the notification. ACNS provides an open web service API for integrations with third-party products and solutions, including the Business Process Management systems for improving process efficiencies. It also includes a management web portal interface for creating notifications and checking notification status. The ACNS portal can store user/group profiles and provide intelligent notifications such as message priority, escalation tree, transfer, ad-hoc conference, message retrieval security pin, etc. It can support custom application add-on to meet additional customer-specific requirements. It can be applied to the emergency broadcast, system alarming, Communication Enabled Business Process (CEBP) types of applications, and many vertical solutions in Public Safety, Private Safety, Healthcare, Hospitality, Financial, etc.



Value Proposition

Allows customers to securely send notification over any channel to any device in a matter of seconds

- Messages tailored to different target audiences, based on their role and relationship to the enterprise
- Management focus on critical decision making and exception handling instead of message delivery
- Human error, misinformation, rumors, emotion, and distraction, so often found during a crisis, better managed and corrected
- A documented notification event log can be provided for real-time and post-event analysis and management

Sample Usage of Service	
Federal Gov. and Defense	<ul style="list-style-type: none"> • Security & Intelligence Agencies. Examples: DHS, Coast Guard, FBI, CIA, Secret Service, ATF, Federal Law Enforcement. • Emergency Response & Monitoring Agencies. Examples: EPA, FEMA. • Secure Facilities. Examples: DoD, DHS, NASA
Local Gov.	<ul style="list-style-type: none"> • Cities & Emergency Response Organizations, notifying community of threatening and non-threatening incidents and events. Examples: Fires, HazMat, Weather, • Transportation, Utilities, Reverse911 • Inter-agency uses, response to unplanned incident or event. Examples: Pandemic, Transportation shutdown, HazMat
Energy, Utilities & Infrastructure	<ul style="list-style-type: none"> • Refineries, Power Plants, Airports/Sea Ports, notifying security, technicians and stakeholders in the event of outage or incident impacting operations. Examples: Equipment failure, Security Threat, Oil Spill
Education	<ul style="list-style-type: none"> • Schools & Colleges, notifying security, students, faculty and staff in the event of a threatening or criminal incident (Clery Act). Examples: Campus lockdown, criminal incident. • Administration, notifying parents and students. Examples: absenteeism, financial aid processing, fund-raising, sports events.
Healthcare	<ul style="list-style-type: none"> • Hospitals, Physician collaboration (notify to conference). Example: Test results, physician consultations • Medical Response Organizations—notifying staff, doctors related infrastructure. Examples: Pandemics • Patient and Facilities Management – patient whereabouts
Weather Alerting	<ul style="list-style-type: none"> • Detailed emergency alerts, geographies and stop start times • Allow residents to manage their subscriptions to alerts • Specialized call to action alerts to notify response teams, such as emergency managers or business continuity teams and have them join conference calls to coordinate response.
Live Shooter Alerting	<ul style="list-style-type: none"> • Leverage the advanced warning capabilities of available premise-based equipment (panic buttons, acoustic gunshot detector, fire alarms) to automatically trigger a warning campaign to affected campuses, buildings, or recipients. • Safety Status and location sharing enables geofence of at-risk areas.

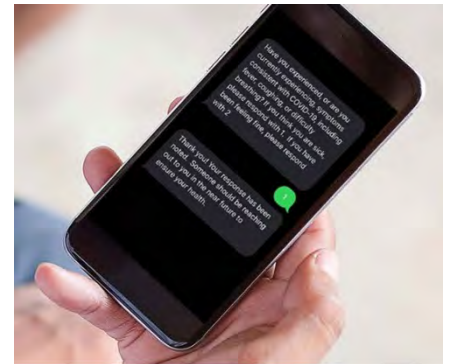
5.8.2 Avaya Contact Tracing

Quickly Track, Monitor and Notify Contacts of Potential Exposure to COVID-19

Avaya's contact tracing helps organizations alleviate the enormous burden on data collection and monitoring brought on by the COVID-19 crisis. Using automation and multi-channel engagement, Avaya's advanced technologies combine to provide a robust and scalable solution that can be deployed within days – either as an over-the-top application or with the Avaya software you may already have in place. Automation has always played a role in increasing satisfaction and, now, in contact tracing efficiency. Of vital importance is that automation can be accomplished while keeping agents accessible for affected individuals when needed. Automation ensures that timely outbound calls are always made, and that calls are always answered and contacts never need to wait, be placed on hold, or experience a dropped call. Automation helps offload agents of the most routine and repetitive tasks, making them available for calls that require direct contact.

Contact Access, Their Way, From Any Device

Individuals want to use their smartphone or tablet to communicate as their preferred means of interaction. Contact Tracing from Avaya works across various voice and digital channels, including web chat, email, text messaging, and more. This can help improve contact satisfaction, agent efficiency and lower the number of unnecessary repeat calls.



Maximize Satisfaction and Team Performance

Contact Tracing from Avaya provides advanced productivity tools and proactive AI that helps ensure the correct contact-agent pairing. Agent augmentation tools can provide real-time prompts and suggestions during live interactions. Additionally, a set of agent and supervisor browser-based desktop tools puts help at their fingertips when needed and is conveniently out of the way when not needed. Avaya's intuitive, unified experience speeds adoption and lowers training requirements.

AI Virtual Agents Help Contacts and Agents

AI-enabled Virtual Agents can have conversations with individuals using natural language. These automated agents can be used for gathering and conveying critical information. Machine learning capabilities learn your business and help improve communications responses over time. Live agents can be reached conveniently when needed; when paired with AI Virtual Agents, live agents are needed less frequently.

Features and Benefits

- Voice and Digital Channels – Enable contacts to interact easily through voice and across multiple digital channels (email, webchat, Short Message Service (SMS), Multimedia Messaging Service (MMS) while empowering your agents to manage interactions through a single desktop.
- Automated Outbound Notifications – Reach affected individuals and traced contacts through automated outbound notifications in the form of voice, bi-directional text messaging, virtual agent interactions, email, or a combination.
- AI Virtual Agents – AI Virtual Agents help ensure all calls are answered quickly, reducing ring time and wait time and aids in offloading live agents from routine inquiries and repetitive tasks.
- Automated Forms – Affected individuals that need to complete forms can do so in several different ways: Voice, SMS/text, or web pages.
- Tracing Details– Tracing contact details can be kept up to date with virtual agent input, live agent input, and the completion of automated forms. Tracing contains critical information about contacts, close contacts, and affected individuals and is used to notify contacts and gather additional information automatically.
- Automated Self Service – Facilitate an effortless experience by enabling contacts to complete all or part of their voice inquiry using natural language or touch tones.

- Mobile Detection – Many people across multiple demographics prefer text messaging on their mobile devices. Mobile detection technology allows you to detect when the called party is on a mobile device and offer them to switch from a voice conversation to a text interaction.
- Voice-to-Text Transcriptions – Powerful, AI-driven end-to-end voice-to-text-transcriptions can help substantially increase agent performance in real-time by delivering prompts, initiating workflow actions, and enhancing compliance based on words or phrases spoken.
- Call Recording – End-to-end, Advanced Encryption Standard (AES)
- 256-bit encryption and dual channel recording capture the contact interaction details in its entirety, including the initial call in/out experience, hold time, and any transfers and conferences. Supervisors can employ an advanced search engine to locate calls using metadata parameters easily. Agents can restrict the capture of sensitive information.
- Screen Recording – Capture desktop screen activity to better understand how agents use web chat, email, and other business applications to help affected contacts.
- Compliance and Security - Enhance the Health Insurance Portability and Accountability Act (HIPAA) security and compliance practices with data redaction capabilities.
- Live Monitoring – Supervisors can continually provide agents with feedback and join the agent-contact conversation when necessary.
- Quality Management – Supervisors can review individual interactions and obtain important information to evaluate agent performance, identifying performance deviations, skill gaps, and deficiencies in processes that can be addressed through coaching and training.
- Coaching – Coaching and eLearning tools provide a framework for supervisors to build personalized training programs and deliver this training content directly to the agent desktop to improve their knowledge, skills, and interactions.
- Scheduling – Optimally plan, forecast, and schedule contact tracing staff to help achieve goals and targets.
- Surveys – Engage contacts immediately following their interactions using surveys to help understand their contact experience and better future interactions.
- Unified Reporting – Historical and real-time reporting provides easy-to-read information across voice and digital interactions
- Browser-based Desktop – Improve agent effectiveness and the contact experience by serving voice and digital interactions on a browser desktop.

Tab 7 – Pricing

- ◆ Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities

- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Avaya's pricing submission is submitted as a separate file.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Avaya's approach to value-added services is more than a marketing slogan; value permeates how we build solutions, transact business, and interact with customers. NCPA customers will benefit from a range of value-added services, including:

- Flexible procurement options
 - Opex, Capex, Financing/Leasing
- Scalable and modular solutions with an open architecture
- Design review solution ROI assessments
 - Help determine the impact of a total solution on the organization
- NCPA customer campaigns and promotions
 - Try it before you buy it
 - Trade-in / Trade up incentives
 - Software/licensing credits
 - Solutions with features such as training, reporting, management built-in' not added on

Additionally, Avaya is providing its complete catalog that will enhance and augment its SaaS offerings. These items will allow NCPA customers to create custom, hybrid cloud solutions, develop redundancy with gateway equipment, offer customers various SIP/IP endpoints, and much more.

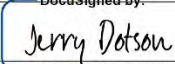
Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Avaya Inc.
Print Name	Jerry Dotson
Address	2605 Meridian Parkway, Suite 200
City, State, Zip	Durham, NC 27713
Authorized signature	<small>DocuSigned by:</small> 
Date	<small>20E18BC67C414E4..</small> November 12, 2020 7:05 AM PST

Contractor Requirements

Contractor Certification Contractor’s Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature

DocuSigned by:
Jerry Dotson
2CE18BC67C414E4

Date

November 12, 2020 | 7:05 AM PST

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Avaya Inc.
Address	2605 Meridian Parkway, Suite 200
City/State/Zip	Durham, NC 27713
Telephone No.	908-953-6600
Fax No.	
Email address	dotsonj@avaya.com
Printed name	Jerry Dotson
Position with company	Vice President - Government Sales
Authorized signature	 20E18BC67C414E4...

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage

determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act

must still follow the applicable procurement rules calling for free and open competition.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements

FTA may issue.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by

Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) **Non-Discrimination Assurances.** Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor’s receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor’s work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual

provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this

proposal: http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>



APPENDICES

Appendix A – State & Local Government/Public Education Customer Agreement

Appendix B – Avaya’s Lifecycle Management Policy

Appendix C – Global Asset Recovery Policy /Return Policy

STATE & LOCAL GOVERNMENT/PUBLIC EDUCATION Customer Agreement General Terms

This State & Local Government/Public Education Customer Agreement (the "Agreement"), dated and effective the date last signed below ("Effective Date"), consisting of these general terms ("General Terms") and Schedules, is a master agreement between Avaya Inc. ("Avaya") and the undersigned Customer. The terms of this Agreement govern Customer's purchase of Products and Services from Avaya. For purposes of this Agreement, Customer represents that it is an agency or department of a State, County or Municipal Government, or a public educational institution.

1. DEFINITIONS

Defined terms are identified by capitalized letters and have the meaning given in Schedule A (Glossary of Defined Terms) or elsewhere in this Agreement.

2. SCOPE, ORDERS AND APPLICABLE SCHEDULES

- 2.1 Scope.** This Agreement describes the terms and conditions under which Customer and its Affiliates may purchase Products and Services from Avaya.
- 2.2 Orders.** Each Order which Customer or its Affiliate places on the corresponding Avaya Affiliate will be a separate contract between those parties under this Agreement. Customer Affiliates may be subject to credit approval by Avaya. Customer will ensure that Orders mirror the relevant Avaya quote for such Order(s) and are subject to the terms and conditions of the Agreement, even without an express reference to the Agreement. Any pre-printed or other terms and conditions contained in the Order and not expressly referenced in this Agreement will have no effect.
- 2.3 Electronic Ordering.** The parties may agree on ordering by electronic mail, at the email address provided by Avaya to Customer from time to time, or on other means of electronic communication. Any electronic Order will be binding upon Customer as if submitted in writing.
- 2.4 Product Changes.** Avaya may, prior to delivery of a Product: make changes to the Product; modify the drawings and specifications relating to the Product; or substitute the Product for a Product of later design; provided that the changes do not have a materially adverse effect on the function of the Product.
- 2.5 Cancellation of Product Orders.** Customer may cancel a Product Order prior to shipping by written notice to Avaya as follows:
- 2.5.1** within seventy-two (72) hours of Order placement: subject to a cancellation fee of five percent (5%) of the purchase price; or
- 2.5.2** more than seventy-two (72) hours after Order placement: subject to a cancellation fee of ten percent (10%) of the purchase price.
- 2.5.3** Avaya may invoice for cancellation fees immediately.
- 2.5.4** Customer may not cancel an Order once the relevant Products have been shipped.
- 2.6 Changes to Product Orders.** The parties may agree to change an Order after Customer has placed it. Such changes may be subject to additional charges.
- 2.7 Delays to Product Orders.** Customer may request that the Delivery Date for Products be delayed by up to seventy-five (75) days from the original Delivery Date. Any request for delay by Customer in excess of seventy-five (75) days from the Delivery Date will entitle Avaya to cancel the Order for Products that have not yet been delivered, subject to a cancellation fee of ten percent (10%) of the Product price for such cancelled Products, payable by Customer upon cancellation by Avaya. The remainder of the Order will remain in full force.
- 2.8 Services Orders.** Charges for cancellation or delays for any Services are set out in Schedule B.
- 2.9 Applicable Schedules.** The following Schedules are incorporated in this Agreement by reference: Schedule A: Glossary of Defined Terms; and Schedule B: Services.

3. INVOICING, PAYMENT AND TAXES

- 3.1 Invoices.**
- 3.1.1 Payment Term.** Unless otherwise governed by applicable law, Customer will pay all invoiced amounts within thirty (30) days of the date of the invoice.
- 3.1.2 Electronic Billing.** Avaya invoices and Customer payments will be processed via Avaya's electronic bill application. Customer shall inform Avaya in writing of any disputed portion of an invoice within fifteen (15) days from the date of Avaya's invoice.
- 3.1.3 Charges.** Customer will pay all bank charges, taxes, duties, levies and other costs and commissions associated with other methods of invoicing and payment. Avaya may suspend licenses and performance of Orders for which payment is overdue until the overdue amount is paid in full. If Customer is late in making payment, Avaya may charge the lesser of one and one-half percent (1.5%) per month of the value of the invoice or the maximum rate allowed by applicable law for overdue payments. Customer will reimburse Avaya for reasonable attorneys' fees and any other costs associated with collecting late payments.
- 3.1.4 Products Invoicing.** Avaya will invoice Customer for Products on the Delivery Date, unless otherwise agreed in writing or specified in the Agreement or Subscription Licensing Supplement.
- 3.1.5 Services Invoicing.** Avaya will invoice Customer for Services in advance, unless otherwise agreed in writing or specified in the quote, Service Description, SLS or SOW.
- 3.2 Price Adjustment.** For Services purchased for a Service Term of two (2) years or more, Avaya may, upon prior written notice, adjust the charges for the Services prospectively every year of the Service Term in line with any increase in the government-published inflation rate for the country in which the Services are to be provided.

3.3 Taxes. Unless Customer provides Avaya with a current tax exemption certificate or otherwise furnishes written evidence of Customer's tax exempt status, Customer is solely responsible for paying all legally required taxes, including any withholding, sales, excise, value-added, or other taxes and fees which may be levied upon Avaya based on the sale, movement, transfer of ownership, license, installation or use of Products or Services, except for taxes based on Avaya's income. If Customer is required to pay a tax pursuant to this Section or make any withholding, then Customer will pay such tax and any additional amounts as are necessary to ensure that the net amounts received by Avaya, after all such payments or withholdings are made, equal the amounts to which Avaya is entitled under this Agreement as if such tax or withholding did not exist.

4. CUSTOMER RESPONSIBILITIES

4.1 Responsibilities. Customer will cooperate with Avaya as reasonably necessary for Avaya's delivery of Products and performance of Services in a timely manner. Customer will provide Avaya with interface and other information regarding access to third party products or services in Customer's network and necessary third party consents and licenses to enable Avaya's performance under this Agreement. Customer will adequately secure its networks and systems against unauthorized intrusion or attack and will regularly back up its data and files in accordance with good computing practices. Customer will properly use, safeguard and return to Avaya any Avaya Tools. Customer will bear risk of loss and damage to Avaya Tools until they are returned to Avaya.

4.2 Consequences. Customer's failure to meet its obligations under this Section or as otherwise provided in this Agreement, an Order, a Service Description or SOW may result in delays or Avaya's suspension of delivery of Products or performance of Services relating to the failure.

5. DELIVERY, TITLE, AND RISK OF LOSS

5.1 Delivery and Risk of Loss. Unless otherwise specified or agreed in an order, all deliveries of Products will be CIP (INCOTERMS 2020). If no destination has been specified, the delivery will be to Customer's address. Avaya may charge Customer for shipping and handling charges in relation to the delivery of the Products, which will be reflected as a separate line item in Avaya's invoice. Risk of loss passes upon the Delivery Date.

5.2 Title to Hardware. Unless hardware is sold on an as-a-Service basis, title to the hardware will pass to Customer on the Delivery Date. Title to hardware sold on an as-a-Service basis does not pass to Customer.

5.3 Title to Software does not Pass. Software that is a Product is licensed to Customer as specified in Section 7. Title to Software will remain with Avaya and its licensors (provided that Customer will be entitled to retain the copies of the Software supplied for the duration of the license that applies to the use of the Software concerned).

5.4 Security Interest. Until Avaya has received payment in full from Customer for tangible Products, Customer authorizes Avaya to register Avaya's retention of title pending payment in the applicable official registers of any national or local jurisdiction to which the applicable Product is delivered or physically located. Customer will on request from Avaya (and at Avaya's expense) execute all such documents and take all actions reasonably requested by Avaya to enable Avaya to exercise its rights to security under this Section.

6. IP OWNERSHIP

6.1 Avaya Intellectual Property. Avaya, its Affiliates, licensors and suppliers own all rights, title and interest in and to any Intellectual Property in the Products, the Services, any and all Deliverables provided to Customer in connection with this Agreement as well as any know-how, derivative works, inventions, processes, databases, documentation, training materials, and any other intellectual property and any tangible embodiments of it (collectively, "Avaya Intellectual Property"). Customer shall not copy, modify, rent, lease, sell, loan, distribute, or create derivative works of any Avaya Intellectual Property.

6.2 Customer Intellectual Property. Customer reserves all rights, title, and interest in and to any Intellectual Property that Customer owns and makes available to Avaya under this Agreement.

6.3 Marks. Nothing in this Agreement grants Customer any right to use any trade names, trademarks, service marks, logos, domain names, trade dress, or other distinctive brand features of Avaya or its subcontractors or suppliers. Customer shall not remove, obscure, or alter any proprietary rights notices, such as copyright or trademark notices, attached to or contained within Avaya Intellectual Property, Services, or any software.

7. SOFTWARE LICENSE, SUBSCRIPTION LICENSE AND DELIVERABLES

7.1 License. Avaya grants Customer a license to use Software, including Subscription Licenses, and Documentation in accordance with the then-current terms and conditions set forth in the Avaya Global Software License Terms, found at <http://support.avaya.com/LicenseInfo> or a successor site (sometimes referred to herein as the "EULA"). Avaya may release new versions of the Avaya Global Software License Terms, which will replace the previously applicable version prospectively.

7.2 Subscription Licenses. Subscription licenses are also subject to then-current terms contained in the applicable Subscription License Terms found at <http://support.avaya.com/LicenseInfo> or a successor site and incorporated herein by this reference.

7.3. License to Deliverables for Professional Services Engagements. Subject to Customer's payment of fees for the applicable Professional Services, Avaya grants Customer a non-exclusive, non-transferable, limited, non-sublicensable license to use Deliverables created by Avaya and delivered to Customer. Software contained in Deliverables is licensed subject to the EULA.

8. WARRANTIES

8.1 Warranty Scope. Avaya warrants to Customer that during the applicable warranty period: (i) Products will conform to and operate in accordance with the applicable Documentation in all material respects; (ii) Professional Services, Support Services, and Managed Services will be carried out in a professional and workmanlike manner by qualified personnel; and (iii) Deliverables will conform in all material respects to the specifications contained in the SOW. Avaya provides Third Party Products and Third Party Services on an **"AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND**. However, such Third Party Products or Third Party Services may carry warranties from their manufacturers or providers, and Avaya will pass through to Customer any such warranties to the extent authorized. Exercise of such warranties will be directly between Customer and the relevant third party.

8.2 Warranty Period. The warranty periods are as follows:

8.2.1 Products: (i) hardware: twelve (12) months, beginning on the In-Service Date for Avaya-installed hardware and on the Delivery Date for all other hardware; and/or (ii) Software and Software media: ninety (90) days, beginning on the In-Service Date for Avaya-installed Software and on the Delivery Date for all other Software and media.

8.2.2 Professional Services and Deliverables: thirty (30) days beginning on the acceptance or deemed acceptance date of the Professional Services, Deliverable or Project Phase, as applicable.

8.2.3 Support Services or Managed Services: thirty (30) days beginning on the day of performance.

8.3 Remedies. If a Product, Professional Service, or Deliverable does not conform to the warranty above and Avaya receives from Customer during the applicable warranty period a written notice describing in reasonable detail how the Product, Professional Service, or Deliverable failed to be in conformance, then the following shall apply:

8.3.1 Products and Deliverables. Hardware, Software media or Deliverable: Avaya will, at its option: (i) repair or replace same to achieve conformance or (ii) refund to Customer the applicable fees upon return of the non-conforming hardware, Software media or Deliverable to Avaya. Replacement hardware may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent and will be furnished only on an exchange basis. Returned hardware that has been replaced by Avaya will become Avaya's property. Replacement Products and Deliverables are warranted as above for the remainder of the original applicable Product or Deliverable warranty period. For Software warranty claims, Avaya will provide access to available Software corrective content and Product support knowledge base on a self-service basis.

8.3.2 Professional Services. Avaya will, at its option: (i) re-perform the applicable Professional Services or the nonconforming portion of the Project Phase or, (ii) refund to Customer the fees for the non-conforming Professional Services or the non-conforming Project Phase, as applicable. In the case of T&M Services, Customer may cancel the affected T&M Services, subject to payment of fees for T&M Services already performed.

8.3.3 Support Services or Managed Services. Avaya will re-perform non-conforming Support Services or Managed Services.

8.3.4 Warranty Procedures. Customer must provide written notice to Avaya during the applicable warranty period describing in reasonable detail how the Product, Deliverable, Professional Service, Support Services, or Managed Services failed to be in conformance with the applicable warranty. Customer will return Products and Deliverables subject to a warranty claim to Avaya in accordance with Avaya's instructions.

8.4 Costs. If a Product is returned within the applicable warranty period subject to a valid warranty claim, Avaya will not charge for any repair, replacement, error identification or correction, or return shipment of the non-conforming Product. If Avaya determines that the Product was operating in conformance with its applicable warranty, Avaya may charge Customer for error identification or correction efforts, repair, replacement and shipment costs at Avaya's then current time and materials rates.

8.5 Exclusions and Disclaimers. The warranties do not extend to any damages, malfunctions, or non-conformities caused by: (i) Customer's use of Products in violation of the license granted under this Agreement or in a manner inconsistent with the Documentation; (ii) normal wear due to Product use, including but not limited to Product cosmetics and display scratches; (iii) use of non-Avaya furnished equipment, software, or facilities with Products (except to the extent provided in the Documentation); (iv) Customer's failure to follow Avaya's installation, operation or support instructions; (v) Customer's failure to permit Avaya timely access, remote or otherwise, to Products; or (vi) failure to implement Updates provided by Avaya. Warranties do not extend to Products that have been serviced or modified by a party other than Avaya or a third party specifically authorized by Avaya to provide the service or modification. **EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER AVAYA NOR ITS LICENSORS OR SUPPLIERS MAKE ANY EXPRESS REPRESENTATIONS OR WARRANTIES ABOUT ANY MATTER UNDER THIS AGREEMENT. AVAYA DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF PRODUCTS OR DELIVERABLES, THAT THE PRODUCTS AND SERVICES WILL PREVENT TOLL FRAUD, THAT SERVICES WILL DETECT ALL SECURITY THREATS AND VULNERABILITIES, OR THAT SERVICES WILL RENDER CUSTOMER'S NETWORK OR PARTICULAR NETWORK ELEMENTS SAFE FROM INTRUSIONS AND OTHER SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVAYA DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE WARRANTY REMEDIES EXPRESSLY PROVIDED IN THIS AGREEMENT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.**

9. INDEMNIFICATION

9.1 Defense and Indemnity. Subject to Sections 9.2-9.4 below, Avaya will defend and indemnify Customer for any judgments, settlements and court awarded attorney's fees resulting from a Claim, provided that, upon becoming aware of a potential Claim, Customer promptly notifies Avaya of the Claim in writing,

gives Avaya sole authority and control of the defense and settlement of the Claim, provided that Customer's legal counsel may participate in such defense and settlement, at Customer's expense, and provides information and assistance reasonably requested by Avaya to defend against or settle the Claim.

9.2 Remedial Measures. If a Product becomes, or its use reasonably may become, the subject of a Claim, Avaya may opt to: (i) procure for Customer the right to continue use of the Product; (ii) replace or modify the Product; or (iii) refund to Customer a pro-rated portion of the applicable fees for the Product based on a linear depreciation monthly over a five (5) year useful life, in which case Customer will cease all use of the Product and return the applicable Product to Avaya.

9.3 Exceptions. Avaya will have no defense or indemnity obligation for any Claim based on: (i) a Product that has been modified by someone other than Avaya; (ii) a Product that has been modified by Avaya in accordance with Customer-provided specifications or instructions; (iii) use or combination of a Product with Third Party Products, open source or freeware; (iv) Third Party Products, Third Party Services, open source, or freeware; (v) possession or use of the Product after Avaya has informed Customer of modifications or changes in the Product required to avoid such Claim and offered to implement those modifications or changes, if such Claim would have been avoided by implementation of Avaya's suggestions and to the extent Customer did not provide Avaya with a reasonable opportunity to implement Avaya's suggestions; or (vi) the amount of revenue or profits earned or other value obtained by the use of Products, or the amount of use of the Products. Customer will defend Avaya against any Claim, and will indemnify Avaya for any judgments, settlements and reasonable attorney's fees resulting from a Claim to the extent the Claim is based on subsection (i) or (ii) above.

9.4 Sole Remedy. THE FOREGOING STATES AVAYA'S ENTIRE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PARTY. THE FOREGOING ALSO IS IN LIEU OF, AND AVAYA DISCLAIMS, ALL WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE PRODUCTS.

9.5 General Indemnification. Avaya shall defend Customer, Customer's agents, servants and employees against all third party actions, suits or proceedings (as used in this Section 9.5, "Claim") for damages to real or tangible personal property or for bodily injury or death to any person arising out of, or in connection with this Agreement, to the extent such damage, injury or death was caused by the negligence of Avaya, any subcontractor of Avaya or their employees, servants or agents while performing under this Agreement, and shall indemnify Customer for any judgments, settlements and reasonable attorney fees resulting from a Claim as provided in this Section; provided, however, that such indemnification and save harmless obligation shall apply only to direct damages which are proven and shall not apply to the extent such damages, injury or death was caused by Customer's act or omission or the act or omission of Customer's agents, servants, employees or others; and, provided, further, that such indemnification and save harmless obligation is expressly conditioned on the following: (i) that Avaya shall be notified in writing promptly of any such Claim, (ii) that Avaya shall have sole control of the defense of any action or such Claim and of all negotiations for its settlement or compromise provided that Customer's legal counsel may participate in such defense and settlement, at Customer's expense; and that (iii) Customer provides all information and assistance reasonable requested by Avaya to handle the settlement or defense of the Claim.

10. TERM AND TERMINATION

10.1 Term. This Agreement will be effective and continue in effect for five (5) years from the Effective Date unless terminated earlier in accordance with this Section 10.

10.2 Termination for Breach. If either party commits a material breach of its obligations under this Agreement, or under any Order, the other party may terminate this Agreement or the affected Order by giving the breaching party at least thirty (30) days' prior notice, with an opportunity to cure the breach before the thirty (30)-day period elapses.

10.3 Termination of Agreement for Convenience. Either party may terminate this Agreement at any time for convenience upon ninety (90) days' prior written notice.

10.4 Termination for Convenience of Orders or SOWs.

10.4.1 Products. Customer may terminate or cancel a Product Order for convenience subject to payment of the fees set forth in Section 2.5.

10.4.2 Subscription Licenses. The term or termination of Subscription Licenses, including applicable termination fees, if any, will be in accordance with the applicable Subscription License Supplement.

10.4.3 Professional Services. Unless otherwise provided in the SOW, either party may terminate any Professional Services or Project Phase that has not been accepted (if acceptance is relevant) upon forty-five (45) days' prior written notice, and Customer will pay for (i) Professional Services performed through the effective date of termination, (ii) all non-recoverable out-of-pocket expenses incurred by Avaya, and (iii) if the termination is effected by Customer, applicable termination fees.

10.4.4 Other Services. The term and termination rights for other Services, including applicable any termination fees will be in accordance with the applicable Service Description.

10.5 Effect of Termination. Except as expressly provided otherwise in this Agreement or in the case of termination for uncured material breach, any termination of this Agreement will not affect any rights or obligations of the parties under any Order accepted before the termination of this Agreement became effective. The provisions contained in this Agreement will continue to apply to such Orders until their completion or expiry of their term.

10.6 Availability of Funds. Customer warrants that it has funds available to pay all amounts due hereunder through the end of its current appropriation period and warrants further that it will request funds to make payments in each appropriation period from now until the end of this Agreement term. In the event that: (i) funds are not appropriated and are not otherwise available to Customer for any fiscal period following its current fiscal year ("subsequent fiscal period") for the acquisition of Services and functions which are the same as or similar to those for which the Products provided or installed under this Agreement was acquired, (ii) such non-appropriation has not resulted from Customer's act or failure to act, and (iii) Customer has exhausted all funds legally available for payment under the Agreement and no other legal procedure shall exist whereby payment thereunder can be made to Avaya, then Customer may terminate this Agreement to be effective as of the last day for which funds were appropriated or otherwise made available by giving Avaya prior written notice of

termination citing the unavailability of funds to continue. Notwithstanding the preceding paragraph, Customer shall remain responsible for payment to Avaya for all Services performed, as well as for all Products delivered and accepted.

11. CONFIDENTIALITY

11.1 Confidential Information. Each party acknowledges that it may receive Confidential Information from the other party in connection with this Agreement, any Order, and during the course of the parties' general business relationship. Unless stated otherwise in this Section 11 or agreed otherwise by the parties, the receiving party shall keep in trust and confidence all Confidential Information, and may use Confidential Information solely for the purpose of furtherance of the business relationship between the parties, or to exercise its rights and fulfil its obligations under this Agreement.

11.2 Authorized Disclosure. Subject to applicable law, the receiving party will be authorized to disclose Confidential Information only to its employees, contractors, agents, directors, officers, professional legal advisers, Affiliates or subcontractors with a need to know ("**Authorized Parties**") and who are bound by confidentiality obligations with the receiving party at least as protective as the terms stated in this Section 11. Each party will be responsible for any Authorized Party's noncompliance with its confidentiality obligations and will only disclose Confidential Information to any third party other than an Authorized Party upon the prior written consent of the disclosing party. Notwithstanding the foregoing, the receiving party is authorized to disclose Confidential Information as required by applicable law in accordance with a valid order issued by a court or government agency or relevant regulatory authority (including a stock exchange), provided that the receiving party, where allowed under applicable law, provides: (i) prior written notice to the disclosing party of such obligation; and (ii) the opportunity for the other party to oppose such disclosure. The confidentiality obligations of each party will survive three (3) years following the expiration or termination of this Agreement or any Order, whichever occurs later. Upon such termination or expiration, each party, if so requested by the other party, will cease all use of or destroy the other party's Confidential Information (including any copies thereof) in the receiving party's possession, custody, or control, provided that the receiving party may keep archival copies due to mandatory retention laws, for regulatory purposes or to enforce its rights, subject to the confidentiality obligations as stated in this Section 11. Notwithstanding the foregoing, any trade secrets disclosed under this Agreement shall be held in confidence by the receiving party for: (i) as long as such Confidential Information remains the disclosing party's trade secret under applicable law; or (ii) until such Confidential Information falls under one of the exceptions to the confidentiality obligations specified in this Section.

11.3 Exclusions. This Section 11 does not apply to information which: (i) has entered the public domain except where such entry is the result of the receiving party's breach of this Agreement; (ii) was rightfully in the receiving party's possession prior to disclosure under this Agreement; or (iii) was obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information to the receiving party.

12. LIABILITY AND EXCLUSIONS

12.1 Limitation of Liability. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (EXCLUDING ANY LIABILITY TO PAY THE FEES DUE FOR PRODUCTS AND SERVICES) WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

12.2 Exclusion of Consequential and Related Damages. NEITHER PARTY NOR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, COST OF SUBSTITUTE GOODS OR COST OF SUBSTITUTE PERFORMANCE.

12.3 Applicability. THE DISCLAIMERS OF LIABILITY AND THE CAP ON AGGREGATE LIABILITY IN THIS SECTION 12 WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. HOWEVER, THEY DO NOT APPLY IN CASES OF WILLFUL MISCONDUCT, PERSONAL INJURY, BREACHES OF EITHER PARTY'S OBLIGATIONS UNDER SECTION 11, OR BREACHES OF AVAYA'S LICENSE RESTRICTIONS. THE LIMIT ON AGGREGATE LIABILITY WILL NOT APPLY TO THIS AGREEMENT'S CONTRACTUAL INDEMNIFICATION OBLIGATIONS.

13. COMPLIANCE WITH LAWS, EXPORT

Both parties will observe all applicable laws and regulations when providing or using the Products and work product of any Services. Avaya Products, technology and Services are subject to applicable import and export laws and regulations of the United States and other countries. Each party, at its own expense, will comply with applicable export and import laws and regulations, including those of the United States that prohibit or limit export to certain countries, for certain users, or to certain end-users. Each party agrees to provide the other party the information, support documents and assistance as may be reasonably required in connection with securing necessary authorizations or licenses required for the transactions contemplated by this Agreement or in connection with associated reporting or recordkeeping obligations. Customer certifies that it is not on the U.S. Department of Commerce's Denied Parties List or affiliated lists, the U.S. Department of Treasury's Specially Designated Nationals List or on any other export exclusion list of any other U.S. or non-U.S. governmental agency. Customer further certifies that neither the U.S. Bureau of Industry and Security nor any other U.S. or non-U.S. governmental agency has issued sanctions against Customer or otherwise suspended, revoked or denied Customer's import or export privileges. Additional information relevant to Avaya's compliance with applicable export and import laws and regulations can be obtained by contacting Avaya Global Trade Compliance at globaltrade@avaya.com.

14. FORCE MAJEURE

Neither party will be liable for any delay or failure in performance, other than payment obligations, to the extent the delay or failure is caused by events beyond the party's reasonable control, including fire, flood, Act of God, explosion, terroristic acts, hacking, malware, ransomware, business interruption or data loss caused by malicious or criminal act, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, or civil or military authority, provided such party promptly notifies the other party and uses reasonable efforts to correct such failure or delay in its performance.

15. GOVERNING LAW AND JURISDICTION

15.1 Governing Law. Any Dispute under this Agreement will be governed by the laws of the state where the Customer is located, excluding both conflict of law principles and the United Nations Convention on Contracts for the International Sale of Goods.

15.2 Dispute Resolution, Notices and Negotiation. In the event of any Dispute, the disputing party shall give the other party written notice of the Dispute. The parties will attempt in good faith to resolve each controversy or claim within thirty (30) days, (or other mutually agreed period), following the delivery of notice, by referral to designated representatives of the parties authorized to negotiate resolution thereof.

15.3 Choice of Forum for US Disputes. If a Dispute arises and cannot be settled under Section 15.2, then either party may bring an action or proceeding in either the state or federal courts within the state where the Customer is located. Except as otherwise stated in Section 15.1 each party consents to the exclusive jurisdiction of those courts, including their appellate courts, for the purpose of all actions and proceedings arising out of or relating to this Agreement.

15.4 Monies Owing Under this Agreement. Nothing in this Section 15 will preclude Avaya from seeking monetary damages and remedies from any court of competent jurisdiction for monies owing under this Agreement or any Order. If Avaya chooses to commence legal action in a court of competent jurisdiction for the aforesaid purposes, each party hereby irrevocably (i) waives any objection which it may have to the laying of venue of any legal action brought in such courts or that such legal action has been brought in an inconvenient forum, and (ii) further waives the right to object with respect to such legal action that any such court does not have jurisdiction over such party.

15.5 Injunctive Relief. Nothing in this Agreement will be construed to preclude either party from seeking provisional remedies, including temporary restraining orders and preliminary injunctions from any court of competent jurisdiction in order to protect its rights at any time.

15.6 Time Limit. Except for actions for non-payment or breach of Avaya's proprietary rights, actions on Disputes between the parties must be brought in accordance with this Section within two (2) years after the cause of action arises.

15.7 Compliance. Customer and Avaya will cause their Affiliates to comply with the dispute resolution procedures described in this Section 15.

16. NOTICE

Unless otherwise expressly specified herein, legal notice under this Agreement will be provided in writing and addressed to the other party at its address set forth below (or to any other address that the receiving party may designate from time to time in accordance with this Section). Notices will be deemed to have been given, as applicable, upon the earlier to occur of (i) actual receipt of the notice or (ii) 10 days after being sent by courier, return receipt requested, to the address stated below:

For Customer:

Customer Name:
Address:
City, State And Postal Code:
Country:

For Avaya:

ATTENTION: CORPORATE SECRETARY
AVAYA INC.
350 Mount Kemble Avenue
Morristown, NJ 07960
Email: lglnoticescomm@avaya.com
If to Avaya for Customer's written notice of cancellation or intent not to renew services:
Avaya Inc., Customer Care Center
14400 Hertz Quail Spring Pkwy, Oklahoma City, OK 73134
E-mail: mycontract@avaya.com
Facsimile 800-441-6371
Attn: Services Termination

In case of an Avaya Affiliate the notice of cancellation must be sent to the e-mail or address stated on the relevant Order.

17. ASSIGNMENT & SUBCONTRACTORS

Avaya may (i) assign this Agreement, in whole or in part, or any Order under this Agreement, to any of its Affiliates or to any entity to which Avaya may sell, transfer, convey, assign or lease all or substantially all of the assets or properties used in connection with its performance under this Agreement or the Order; (ii) pledge receivables under this Agreement to financiers (including their agents, trustees and representatives) providing credit to Avaya or Avaya Affiliates; (iii) subcontract any or all of its obligations to be performed by it under this Agreement, but will retain responsibility for the work. Any other assignment of this Agreement or any rights or obligations under this Agreement without the express written consent of the other party will be invalid.

18. INDEPENDENT CONTRACTORS

Avaya is an independent contractor and no partnership, joint venture, or agency relationship exists between the parties. Each party will be responsible for paying its own employees, including employment related taxes and insurance.

19. REFERENCE

Customer agrees that Avaya may, with prior written consent, use Customer's name, logos and trademark(s) to publicly list and promote Customer as a recipient of the Products and Services via Avaya's website, social media feeds, public announcements and marketing material.

20. ORDER OF PRECEDENCE AND MISCELLANEOUS TERMS RELATED TO INTERPRETATION/CONSTRUCTION

20.1 Order of Precedence. Should there be a conflict among these General Terms, the End User License Agreement, Terms of Use, the Schedules, and/or any Orders or SOWs, the order of precedence will be: (i) the Terms of Use; (ii) the End User License Agreement; (iii) these General Terms; (iv) Schedule B; and (v) Schedules A and any SOWs or Orders and any ancillary attachments to or documents referenced in an SOW or Order. In the event of any conflict between: (a) the SAS or SD and (b) a SOW, the SOW will govern.

20.2 Miscellaneous. The provisions concerning confidentiality, license grant to Customer, indemnity, and any other terms which, by their nature, are intended to survive termination or expiration of this Agreement or any Order will survive any termination or expiration of this Agreement and any Order. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this Agreement. No waiver of any term, condition, or breach of this Agreement or failure to enforce a remedy shall be construed as a waiver of subsequent terms, conditions, or breaches of the same or of a different kind. Except as expressly provided otherwise in this Agreement, no amendment, modification, change or discharge of this Agreement shall be valid unless in writing and signed by both parties. Paragraph headings are for reference only and will not affect the meaning or interpretation of this Agreement. The singular includes the plural, and vice versa. "Including" and similar words shall not be construed as terms of limitation. "Days" means calendar days unless otherwise stated. Each party represents that the person signing this Agreement has authority to contractually bind Avaya and Customer respectively to the terms and conditions of this Agreement. The parties agree that this Agreement or any related documents may be accepted by electronic signature which shall be accepted in lieu of a handwritten signature with full force and effect. This Agreement may be executed in one or more counterparts (including by facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original. Such counterparts together shall constitute one and the same instrument, subject to local law requirements. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all previous and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to that subject matter and will not be contradicted or supplemented by any prior course of dealing between the parties.

The duly authorized representatives of the parties execute this Agreement as of the date stated below.

Signed for and on behalf of [CUSTOMER NAME]
by:

.....
(signature)

.....
(print name)

.....
(position)

.....
(date)

Signed for and on behalf of
AVAYA INC. by:

.....
(signature)

.....
(print name)

.....
(position)

.....
(date)

SCHEDULE A: Glossary of Defined Terms

“Added Products” means additional Products acquired during the relevant Service Term from Avaya or the relevant manufacturer or from an Avaya channel partner of the same type and manufacturer(s) as existing Supported Products and located by Customer with the existing Supported Products at the relevant Supported Site.

“Affiliate” means an entity that is directly or indirectly controlling, controlled by, or under common control with a signatory of this Agreement.

“as-a-Service” means provision of a time-based subscription service providing use of certain products in certain authorized countries as listed in the relevant Service Description.

“Avaya” means, as the context requires, either Avaya Inc. or the appropriate Avaya Affiliate or permitted assignee accepting an Order or entering into a SOW under this Agreement from Customer or a Customer Affiliate.

“Avaya Global Software License Terms” is defined in Section 7.1 of the Agreement.

“Avaya Tools” means any items that Avaya lends or makes available to Customer for purposes of this Agreement (e.g., Secure Access Link, etc.), and are not Products.

“Claim” means a claim, action, suit or proceeding brought by a third party against a party alleging that a Product, as of its delivery date under this Agreement infringes a patent, copyright or trademark.

“Customer” means, as the context requires, either the Customer signatory to this Agreement or a Customer Affiliate issuing an Order under this Agreement to Avaya.

“Confidential Information” means either party’s business and/or technical information, trade secrets, unpatented inventions or confidential intellectual property, financial information including pricing, discounts, forecasting or sales data, information acquired during any location visit or remote access, and other information regardless of whether in tangible or other form if marked or otherwise expressly identified in writing as confidential. Information communicated verbally will qualify as Confidential Information if the receiving party knew or had a reason to know that the information being disclosed was confidential information.

“Deliverable” means customized software, documentation, or other work product created in the course of a Professional Services engagement; Deliverables do not include generally available Products. Deliverables do not qualify as a “work made for hire”. Deliverables do not include generally available hardware and Software and are not Products.

“Delivery Date” means the date on which Avaya delivers Products in accordance with Section 5.1 or, in the case of Software that can be enabled by Avaya remotely or delivered via electronic means, the date the Software is enabled or downloaded to the target processor.

“Dispute” means any dispute, claim or controversy arising out of or relating to this Agreement.

“Documentation” means information published in varying media which may include product information, operating instructions and performance specifications that are generally made available to users of products. Documentation does not include marketing materials.

“End of Support” means in relation to a Product, where Avaya or the relevant third party manufacturer has declared that the Product concerned has reached the end of its life and will no longer be supported beyond a certain specified date.

“Extended Support” means continued support described in the applicable Service Description provided by Avaya for Products subject to End of Support, except for the End of Support exceptions and limitations listed therein.

“End of Sale Date” means the date after which a Customer is no longer able to purchase a Product directly from Avaya.

“End User License Agreement” or **“EULA”** is defined in Section 7.1 of the Agreement.

“Hosted Service” means a subscription service that comprises a hosted platform and software as a service solution provided by Avaya under this Agreement, together with the Documentation, software, application programming interface and any other functionality included in or used to provide the service, all as described in the applicable Service Description.

“Incident” means a failure of a Supported Product when in operation to conform in all material respects with the relevant manufacturer’s specifications.

“In-Service Date” means the date on which Avaya notifies Customer that the Avaya-installed Products are installed and in good working order or the date Customer first starts to use the Products, whichever is earlier.

“Intellectual Property” or “IP” means know-how, inventions, processes, data bases, documentation, training materials and any other intellectual property and any tangible embodiments of it.

“Managed Services” means the management of Supported Products, including (where applicable) automated client notifications, configuration management, incident and problem management, service desk, and monitoring.

“Order” means a purchase order placed by the relevant Customer Affiliate to the relevant Avaya Affiliate and subject to acceptance by such Avaya Affiliate either by electronic mail, at the email address provided by Customer Affiliate to Avaya Affiliate, by other agreed means of electronic communication, by shipping Products or by commencing to perform Services.

“Personal Data” means data that identifies or may be used to identify an individual.

“Products” means hardware, licensed Software, and associated Documentation as defined in the Avaya Global Software License Terms as incorporated in Section 7 of the General Terms.

“Project Phase” means a defined activity, objective or period as set out in the applicable SOW during which Professional Services will be provided.

“Professional Services” means the implementation of Products and other professional Services described in an Order or SOW. Professional Services do not include Product sales, Support Services, Managed Services or Subscription Services.

“Rejection Notice” means a notice Avaya receives from Customer before the end of the Acceptance Period indicating in reasonable detail the material failure of the Professional Services, Deliverable, or Project Phase, as applicable, to conform to the agreed acceptance criteria in the acceptance procedures.

“SAS” or “Service Agreement Supplement” means a document that describes the features, terms and conditions of an Avaya Support Services offer.

“SD” or “Service Description” means as the context requires SOW's or SAS's, that describe the features, terms and conditions of an Avaya service offer.

“SOW” or “Statement of Work” means a Customer-specific document that describes the features, terms and conditions of an Avaya service being purchased by Customer.

“Schedule” means an attachment incorporated by reference to these General Terms. The Schedules as of the Effective Date are identified in Section 2.9.

“Service Term” means the period of time during which any relevant Services are to be provided by Avaya in accordance with the relevant Order or Statement of Work.

“Services” means Avaya services ordered under this Agreement. Services are further described in the applicable Service Description.

“Software” is defined in the End User License Agreement.

“Subscription” means the term of a Customer's access to the Subscription Service.

“Subscription Licensing Supplement” or “SLS” means the then-current Avaya offer description document for Subscription Licenses as of the date of Avaya's acceptance of an Order.

“Subscription License(s)” means the software licenses ordered by Customer which are subject to a Subscription.

“Subscription Services” means time-bound subscription services provided by Avaya to Customer, against a periodic fee, for Customer's internal business purposes, which may include Subscription Cloud or Hosted Services, provided by or on behalf of Avaya or as described in the applicable Service Description.

“Support Services” means the maintenance and support of Products.

“Supported Products” means the Products for which the Services are to be provided, as identified in the applicable Order or SOW, together with any Added Products, which may include Products made available for Customer's use as part of Subscription Services and non-Avaya Products to the extent they are specified in the relevant Order or Service Description.

“Supported Sites” means Customer’s location(s) to which Services are to be provided, as set out in the applicable Order or SOW.

“T&M Services” or **“time and material Services”** are Professional Services which are billed by Avaya based upon the time spent to perform the work and for the materials used.

“Terms of Use” means the additional terms that apply to Subscription Services hosted by or on behalf of Avaya.

“Third Party Host” means a third party who on behalf of Customer owns, manages and/or hosts any Supported Products or any systems on or in association with which Supported Products are installed or used.

“Third Party Product” means any product made or provided by a party other than Avaya, including: (i) products ordered by Customer from third parties; (ii) products provided by Avaya that are recognizable as standalone items, and; (iii) products identified as separate items on Avaya’s price list, quotes, Order specification forms or Documentation.

“Third Party Service” is any service provided by a party other than Avaya or an Avaya subcontractor.

“Unit” is the specific metric as described in the SLS used by Avaya as the basis for pricing and invoicing of Subscription Licenses and related Services. Unless otherwise specified in the Subscription Licensing Supplement, a single user license shall comprise a Unit.

“Update” means a patch, product correction notice (PCN), minor software, firmware update or service pack.

“Upgrade” means a major change to Software that introduces new optional features and functionality and typically designated as a change in the digit(s) to the left of the first decimal point (e.g. [n].y.z”).

“Vendor Management” refers to a service where Avaya is empowered to instruct or request product on Customer’s behalf from third party vendors under Customer’s supply contracts with third party vendors.

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SCHEDULE B: Services

This schedule applies to the extent Customer purchases any Subscription, Managed, Support, or Professional Services under the Agreement. These terms are part of the Agreement between Avaya and Customer. Capitalized terms have the meaning given in the Glossary of Defined Terms.

1. PROFESSIONAL SERVICES

1.1 Services Provided. Avaya will provide Professional Services as specified in an Order or applicable SOW. Professional Services may include installation and configuration of Products, consulting and other Services where Avaya creates a Deliverable and/or completes other defined objectives or a Project Phase on a milestone basis, T&M Services, or other basis.

1.2 Changes to Professional Services. Any changes to the Professional Services must be agreed to in writing between the parties or if the applicable SOW incorporates a process for agreeing to changes, in accordance with such process.

1.3 Acceptance of Professional Services.

1.3.1 T&M Services. T&M Services are deemed accepted upon performance.

1.3.2 SOW without Acceptance Procedures. Where the SOW does not contain specific acceptance criteria and procedures, Professional Services are deemed accepted upon the earlier of either: (i) Avaya providing notice of completion to Customer; or (ii) Customer signature of an acceptance certificate.

1.3.3 SOW with Acceptance Procedures. Professional Services or a Project Phase as applicable, are deemed accepted upon the earlier of either: (i) the end of the acceptance period as set out in the SOW or Order (as applicable), unless before the end of the acceptance period Avaya has received from Customer a Rejection Notice; or (ii) Customer signature of an acceptance certificate. If Professional Services, Deliverable and/or Project Phase, as applicable, fails to conform to the agreed acceptance criteria and Avaya has received a Rejection Notice, then Avaya will re-perform the non-conforming Professional Services, Deliverable and/or Project Phase, as applicable, and re-submit it for acceptance as described above. If, after resubmission, Professional Services, Deliverable and/or Project Phase, as applicable, fail to conform to the agreed acceptance criteria in any material respect, then Customer's remedies will be either to: (a) terminate the non-conforming Professional Services, Deliverable and/or Project Phase, as applicable, and return all non-conforming Deliverables for a refund of fees paid under the SOW for the non-conforming Professional Services, Deliverable and/or Project Phase; or (b) accept the Professional Services, Deliverable and/or Project Phase, as applicable, subject to the warranties and remedies described in Section 8 of the Agreement. Customer will be deemed to have accepted the applicable Professional Services, Deliverable and/or Project Phase in accordance with subsection (b) above if, Avaya has not received a written termination notice within ten (10) days of Avaya's resubmission for acceptance.

1.4 Acceptance certificate. Upon acceptance in accordance with this Section 1, Customer will sign and return an acceptance certificate without undue delay. Acceptance certificates may be provided by Customer to Avaya by electronic mail, at the email address provided by Avaya to Customer from time to time, or other agreed means of electronic communication.

1.5 Production Use. Unless otherwise provided for in acceptance procedures, production use will constitute acceptance for all purposes under this Agreement.

1.6 Project Delays. If performance of Professional Services is delayed for any reason at the request of Customer or its agents, Avaya may invoice, and Customer agrees to pay, for any additional costs reasonably incurred by Avaya as a direct result of such delay, including applicable rescheduling costs. If such delay continues for more than thirty (30) days Avaya may terminate the SOW, Project Phase or Order, as applicable, and will be entitled to invoice, and Customer agrees to pay one hundred percent (100%) of the fees associated with the Professional Services performed to date, and ten percent (10%) of all sums due for Professional Services as contained in the relevant Order or SOW being terminated. Where a Customer requests a delay prior to the commencement of Professional Services, and such delay continues for more than seventy-five (75) days, Avaya may terminate the applicable SOW, Project Phase or Order as applicable and Customer will pay for the Professional Services performed to the date of termination plus ten percent (10%) of the fees that would have been due if the SOW, Project Phase or Order had not been terminated.

1.7 Transfer of Risk. If a Deliverable includes tangible items to be delivered to Customer, risk of loss and title shall pass as specified in the General Terms Section 5.

1.8 License to Deliverables. Subject to Customer's payment of fees for the Professional Services, Avaya grants Customer a non-exclusive, non-transferable, limited, non-sublicensable license to use Deliverables created by Avaya and delivered to Customer. Software contained in Deliverables will be licensed subject to the Avaya Global Software License Terms referenced in Section 7.1 of the General Terms.

2. SUBSCRIPTION SERVICES

2.1 Subscription Services Provided. Upon acceptance of an Order Avaya will make the Subscription Services available to Customer.

2.2 Service Grant. Customer may use the Subscription Services solely for the Customer's internal business use in accordance with the Service Description and, for avoidance of doubt, not for further sublicense or resale. Customer's rights to use the Subscription Services are limited to those expressly granted in the Terms of Use.

2.3 Terms of Use. Subscription Services will be provided subject to the applicable Terms of Use and such Terms of Use will apply in addition to this Agreement and any applicable Service Description. The Terms of Use can be found at <http://support.avaya.com/LicenseInfo>, or such successor site designated by Avaya, and are incorporated into this Agreement by reference. Avaya may from time to time post a successor version of the Terms of Use, which will then automatically replace the previously applicable Terms of Use upon the date of posting.

2.4 Changes to the Subscription Services. Unless the Service Description expressly provides otherwise, Avaya may, at its sole discretion, modify the form, features, or functionality of the Subscription Services and Service Description without prior notice. Avaya will endeavor to timely document material modifications in the Service Description and Customer is responsible for monitoring the documents for notice of such changes.

2.5 System Requirements. Except as may be expressly set forth in the Service Description, the Subscription Services do not include the provision of compatible devices or software to access the Subscription Services, internet access, connectivity and SIP trunking. Customer's ability to use the Subscription Services may be affected by the performance of these items and other similar items. System requirements for the Subscription Services may change and Customer is solely responsible to adhere to the system requirements at Customer's own expense.

2.6 Registration. To access the Subscription Services, Customer may be asked to provide certain information, including, without limitation, email or physical addresses, before any use of, or access to, the Subscription Services will be permitted. Customer agrees that any registration information shall be accurate, correct, and up to date. Customer agrees to promptly update such information as needed, including but not limited to the physical location of each user. Customer shall be solely responsible for all activities that occur under Customer's account or Subscription.

2.7 Software License Terms and Updates.

2.7.1 If use of the Subscription Services requires Customer to download software or software is otherwise made available to Customer, such software is licensed pursuant to (1) the terms and conditions made available to Customer when Customer downloads or installs the software portion of the Subscription Services, or (2) if no such terms and conditions exist, then the End User License Agreement, current as of the date of the Subscription Services commencement per the Order, will apply, for the sole purpose of using the Subscription Services, in accordance with the Terms of Use, Service Description, and solely for the duration of the Subscription.

2.7.2 It is possible that software may automatically download and install Updates from Avaya or its Affiliates from time to time. In such event, Customer agrees to allow such Updates to be promptly downloaded and installed as part of Customer's use of the Subscription Services.

2.8 Mobile Services. Some or all of the Subscription Services may be available or accessible via a compatible mobile device. Avaya does not guarantee that all mobile devices are or will be compatible with the Subscription Services, and Customer is responsible for all mobile service charges.

2.9 Subscription Services Term and Termination. The term or termination of Subscription Services, including applicable termination fees, if any, will be in accordance with the applicable Service Description. Termination or expiry of any Subscription Services Order will be deemed to terminate the applicable Subscription Services for Customer and any and all licenses granted under that Subscription Services Order. Except as set forth in this Section 2, in the event that this Agreement expires or terminates during the term of any Subscription Services Order, this Agreement will remain in effect solely for purposes of enabling the underlying Subscription Services Order. Notwithstanding the foregoing, termination or expiry of the Agreement for an uncured material breach in accordance with this Agreement will be deemed to terminate all underlying Subscription Services Orders, unless the parties expressly agree otherwise in writing. Unless the applicable Service Description expressly states otherwise, Subscription Services hosted by or on behalf of Avaya may be discontinued at any time and Avaya will endeavor to provide advance notice by posting the relevant information on <https://support.avaya.com/products> or such successor site as designated by Avaya. Upon termination or expiry of this Agreement and/or termination or expiry of the Subscription Service Order for any reason, unless Avaya expressly agrees in writing, Customer will immediately and permanently destroy any materials related to the Subscription Services in Customer's possession or control and immediately cease all access to the Subscription Services, and upon Avaya's request certify the foregoing in writing.

3. SUPPORT AND MANAGED SERVICES

3.1 Order and Provision of Services. In return for the payment of applicable fees and subject to compliance with the terms of this Agreement, Avaya will provide the Support or Managed Services (collectively "Services" for this Section 3) options for Supported Products at the Supported Sites.

3.2 Monitoring. Avaya may electronically monitor Supported Products for the following purposes: (i) to perform remote diagnostics and corrective actions; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable End User License Agreement; (iv) to assess Customer needs for additional Products or Services to address or resolve Services issues; or (v) as otherwise provided in the Service Description.

3.3 Incident Correction. Some Services options may include correction of Incidents. The Incident categories and the corresponding support level, if any, are further described in the applicable Service Description.

3.4 Help Line Support. Where the selected Services option includes help line support, Avaya will provide it in accordance with the coverage option (service hours, target response intervals, etc.) that Customer has selected.

3.5 End of Support. Periodically, Avaya or a third party manufacturer may declare End of Support for certain Supported Products. Customer may access Avaya's user support website <http://support.avaya.com> or such successor site as designated by Avaya) for End of Support notifications, and to register an e-mail address to receive e-mail notifications of the same, when published by Avaya. For Products subject to End of Support, Avaya will continue to provide Extended Support, except for the End of Support exceptions listed therein). If the Service Description does not include Extended Support information, Avaya will make available the description of Extended Support (if available) for the Products concerned at the same time as its End of Support notification. For Products not subject to Extended Support, if Services are discontinued for a Supported Product, the Supported Product will be removed from the Order and rates will be adjusted accordingly.

3.6 Replacement Hardware. Any replacement hardware provided as part of Services may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent. It will be furnished only on an exchange basis. Returned hardware that has been replaced by Avaya will become Avaya's property. Title to Avaya-installed replacement hardware provided as part of Services will pass to Customer when installed. Title to all other hardware provided as part of Services will pass to Customer as specified in Section 5.2 of the General Terms.

3.7 Added Products. Added Products will be added to the Order automatically for the remainder of the term at the applicable rates. Customer will inform Avaya without undue delay of any Added Products not acquired from Avaya. Added Products purchased from a party other than the manufacturer or an Avaya

channel partner may be added to or declined from being added to the Supported Products at Avaya's discretion, and will be subject to certification by Avaya at Avaya's then current Services rates.

3.8 General Limitations. Unless the applicable Service Description provides otherwise, Avaya will provide software Services only for the unaltered current release of the Software and the prior release. The following items are included in the Services only if the Service Description specifically includes them: (i) support of user-defined applications; (ii) support of Supported Products that have been modified by a party other than Avaya (except for installation of standard, self-installed updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (vi) correction of Incidents arising from causes external to the Supported Products (such as power failures or surges); and (vii) services for Supported Products that have been misused, used in breach of their license restrictions, improperly installed or configured, have had their serial numbers altered, defaced or deleted.

3.9 Additional Customer Responsibilities.

3.9.1 General. At Customer's expense, Customer will cooperate with Avaya as reasonably necessary for Avaya's performance of its obligations, including, without limitation: (i) providing Avaya with full, free and safe access to its facilities; (ii) providing telephone numbers, network addresses and passwords necessary for remote access; (iii) providing interface information for Supported Products and necessary third party consents and licenses to access them; and (iv) any other responsibilities as set out in the applicable Service Description. If Avaya provides patches or Updates as part of Services, Customer will implement them promptly.

3.9.2 Provision of Supported Products and Systems. Customer will provide all Supported Products and Supported Sites. Customer continuously represents and warrants that: (i) Customer is either the owner of, or is authorized to access and use, each of them; and (ii) Avaya, its suppliers, and subcontractors are authorized to do the same to the extent necessary to provide the Services in a timely manner.

3.9.3 Moves of Supported Products. Customer will notify Avaya in advance before moving Supported Products. Identical Services may not be available in all locations and in such circumstances either cancellation charges will apply, or additional charges may apply if Avaya incurs additional costs in providing Services as a result of such moves.

3.9.4 Vendor Management. Where Avaya provides Vendor Management for Customer, Customer will provide Avaya, upon request, a letter of agency or similar document, permitting Avaya to perform Vendor Management. Where the third-party vendor's consent is required for Avaya to be able to perform Vendor Management in a timely manner, Customer will obtain the written consent of the vendor and provide Avaya a copy of it upon request.

3.9.5 Third Party Hosting. In the event one or more network addresses to be monitored by Avaya are associated with systems owned, managed, and/or hosted by a Third Party Host, Customer will: (i) notify Avaya of the Third Party Host prior to commencement of the Services; (ii) obtain the Third Party Host's advance written consent for Avaya to perform the Services on the Third Party Host's computer systems and provide Avaya with a copy of the consent upon request; and (iii) facilitate necessary communications between Avaya and the Third Party Host in connection with the Services.

3.9.6 Access to Personal Data. From time to time, Customer may require Avaya to access a Supported Product containing Personal Data. Where Customer instructs Avaya to access any Personal Data, or to provide Customer or a third party identified by Customer with access, Customer will: (i) notify all relevant employees and other individuals of the fact that Avaya will have access to such Personal Data in accordance with Customer's instructions, and (ii) as permitted by local law or regulation, indemnify Avaya and its officers, directors, employees, subcontractors and Affiliates against, and hold each of them harmless from, any and all liabilities, costs, damages, judgments and expenses (including reasonable attorney's fees and costs) arising out of Avaya accessing or providing access in accordance with Customer's instructions.

3.10 Software License. Where Services include provision of Updates for Supported Products, they will be provided subject to the license grant and restrictions contained in the original agreement under which Customer licensed the original Software from Avaya. Services that include an Upgrade will be provided subject to the then-current End User License Agreement. Where there is no existing license granted from Avaya, Software will be provided subject to the relevant manufacturers' then current license terms and restrictions for the applicable Software.

3.11 Term

3.11.1 Support Service Term. Unless a different term is mandated in the applicable Service Description, Avaya will provide Services for an initial term of one (1) year. Services will be renewed automatically for successive one (1) year terms (unless a longer renewal period is mandated in the applicable Service Description) applying the most similar generally available support offer and then current rates, unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of the applicable initial or renewal term.

3.11.2 Managed Services. Unless a longer initial term or different renewal terms are defined in the Order or Statement of Work, Avaya will provide Managed Services for an initial term of three (3) years and such initial term will be renewed automatically for subsequent one (1) year periods, unless either party gives the other party written notice of its intent not to renew at least ninety (90) days prior to the expiration of the applicable initial or renewal term.

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SCHEDULE C: Master Cloud Terms

Last Modified: September 2020

THESE TERMS ARE BETWEEN THE CUSTOMER AND: (I) AVAYA CLOUD INC. A WHOLLY OWNED SUBSIDIARY OF AVAYA INC., AND A DELAWARE USA CORPORATION WITH PRINCIPAL OFFICES AT 350 MOUNT KEMBLE AVE., MORRISTOWN, NJ 07960 IF CUSTOMER JURISDICTION IS IN THE UNITED STATES; OR (II) AVAYA CLOUD CANADA, INC., WITH PRINCIPAL OFFICES AT 30 WEST BEAVER CREEK ROAD, SUITE 101, RICHMOND HILL, ONTARIO L4B3K1 IF CUSTOMER JURISDICTION IS IN CANADA ("AVAYA").

THESE GENERAL TERMS (THE "GENERAL TERMS") CONTAIN TERMS AND CONDITIONS THAT GOVERN CUSTOMER'S USE AND ORDERING OF AVAYA ONECLOUD SERVICES DETAILED ON THE MATRIX (INDIVIDUALLY AND COLLECTIVELY, THE "SERVICE").

GENERAL TERMS

The following Exhibit is part of these Terms:

- Exhibit A, Definitions

1 SERVICE PROVIDED; ORDERS; ORDER OF PRECEDENCE; CHANGES; SYSTEM REQUIREMENTS; USE POLICIES; MOBILE SERVICES

1.1 Service Provided. Upon acceptance of an order (pursuant to Section 1.3 below), Avaya will make the Services available to Customer in accordance with the applicable Service Description. The Subscription will continue for the Initial Term. Unless otherwise prohibited by applicable law, mandated in the Supplemental Terms, as noted above, or otherwise agreed in writing by Avaya, the Initial Term will renew for consecutive Renewal Terms where auto renew is available, unless either party gives the other thirty (30) days (or longer period if expressly set out by Avaya in the applicable SOW or Supplemental Terms) advance written notice before the end of the Initial Term or current Renewal Term of their intent not to renew. Where autorenewal is available, the Renewal Term shall be as stated in writing by Avaya in the SOW or Supplemental Terms.

1.2 Use of the Service. Unless otherwise stated in the Supplemental Terms, Customer may use the Service solely for the Customer's internal business use in accordance with and in the countries designated in the applicable Supplemental Terms and, for avoidance of doubt, not for further sublicense or resale. Customer's rights to use the Service are limited to those expressly granted in these Terms. No other rights with respect to the Service or any related Avaya Intellectual Property are implied.

1.3 Orders. Orders are subject to acceptance by Avaya. Avaya may accept an order by electronic email, at the email address provided by Customer to Avaya from time to time, other agreed means of electronic or written communication or by commencing to perform the Service. Accepted orders will be governed by these Terms. All other terms and conditions contained in any Customer purchase order or other document not expressly referenced in these Terms will have no effect.

1.4 Order of Precedence. Unless the Supplemental Terms, or SOW expressly state otherwise, if there is an express conflict between the Agreement and this Amendment, this Amendment will govern the use of the Services that can be purchased under these Terms. Regarding this Amendment and unless the Supplemental Terms, or SOW expressly state otherwise, if there is an express conflict between the General Terms, the Supplemental Terms or the SOW, the General Terms will govern followed next by the applicable Supplemental Terms, and finally the SOW.

1.5 Changes to, and Discontinuation of, the Service.

1.5.1 Unless the Supplemental Terms or SOW expressly provides otherwise, Avaya may, at its sole discretion, modify the form, features, or functionality of the Service and Supplemental Terms or SOW without prior notice. Avaya will endeavor to timely document material modifications in the Service documentation.

1.5.2 Notwithstanding anything to the contrary, Avaya may discontinue the Service, in part or in its entirety, at any time, and will endeavor to provide Customer sixty (60) days advance notice.

1.6 System Requirements. Except as may be expressly set forth in the SOW or Supplemental Terms, the Service does not include the provision of compatible devices or software to access the Service, Internet access, connectivity and SIP trunking. Customer's ability to use the Service may be affected by the performance of these items and other similar items. System requirements for the Service may change and Customer is solely responsible to adhere to the system requirements at Customer's own expense.

1.7 Registration. To access the Service, Customer may be asked to provide certain information, including, without limitation, email or physical addresses, before any use of, or access to, the Service will be permitted. Customer agrees that any registration information shall be accurate, correct, and up to date. Customer agrees to promptly update such information as needed, including but not limited to the physical location of each of its users. Customer shall be solely responsible for all activities that occur under Customer's account or Subscription.

1.8 Mobile Services. Some or all of the Service may be available or accessible via a compatible mobile device. Avaya cannot guarantee that all mobile devices are or will be compatible with the Service, and Customer is responsible for all mobile service charges.

1.9 Use Policies. Customer may use the Services only in compliance with these Terms, applicable Law, and the Use Policies referenced in the Matrix. The Use Policies are posted on this website: <http://support.avaya.com/TermsOfSale> (or such successor site as designated by Avaya) and are incorporated into and form part of these Terms. Any breach of these Use Policies will be deemed a material breach of these Terms. Avaya may update the Use Policies

from time to time and will post the updated version. Such updates will become effective on the next calendar month in which Avaya posts the updated version on this website: <http://support.avaya.com/TermsOfSale> (or such successor site as designated by Avaya). In order to determine which Use Policy applies to each Service, Customer should review the Matrix. The applicable Use Policies are:

- a- Avaya Cloud Customer Proprietary Network Information (CPNI) Policy: this Use Policy is incorporated in these Terms, when applicable, governs the use by Avaya of certain customer information in conjunction with certain Services as referenced in the Matrix;
- b- Avaya Cloud Emergency Services E911: this Use Policy is incorporated in these Terms, when applicable, governs the provision of emergency services accessed via certain Services as referenced in the Matrix;
- c- Services d'urgence E911 Avaya Cloud: this is the French version of the Avaya Cloud Emergency Services E911 Use Policy;
- d- Avaya Cloud Numbering Policy: this Use Policy is incorporated in these Terms, when applicable, and governs the provision, use and publication of numbers used in conjunction with certain Services as referenced in the Matrix;
- e- Acceptable Use Policy: this Use Policy is incorporated in these Terms and describes actions that Avaya prohibits when any party uses its Services;

2 PAYMENT, INVOICING, FEES and TAXES

2.1 Charges. Unless otherwise stated in the SOW, Supplemental Terms, or order, prices are quoted on a consumption and/or subscription basis and are expressed in local currency. Pricing herein does not include charges for taxes, fees, and government-imposed surcharges, which may be included in the invoices. All fees due to Avaya Cloud Inc. under these Terms are non-cancellable and the sums paid are non-refundable, except as otherwise expressly provided in these Terms. Unless otherwise stated in the Supplemental Terms, Services will be billed to Customer monthly in arrears by Avaya Cloud Inc. and Customer shall pay all fees due hereunder within thirty (30) calendar days of the date of the invoice.

2.2 In the event Customer adds or removes users or if applicable, numbers, during a month, Avaya will charge Customer a prorated portion of the per-user Subscription fees for such added or removed user or number.

2.3 Price Changes. Avaya reserves the right to change the fees associated with any Services upon thirty (30) calendar days advance written notice. Customer's continued use of the Service after any price change becomes effective constitutes Customer acceptance of the modified fees, and such amounts shall apply as of the first day of the next month after the fee change was posted or communicated to Customer.

2.4 Regulatory Fees. Avaya may charge Customer the following regulatory fees:

- √ Federal and State Universal Service Fee. Avaya may be required to make contributions to the Federal and certain state Universal Service Funds (USF), which provide support to promote access to telecommunications services at reasonable rates for those living in rural and high-cost areas, income-eligible consumers, rural health care facilities, and schools and libraries. Avaya is permitted but not required to recover such costs from its customers. The Federal Communications Commission sets the Federal USF rates on a quarterly basis and they are subject to change each quarter.
- √ Emergency Services Fee. This fee is imposed by local governments to help pay for emergency services such as fire and rescue.
- √ 911 Service Fee. Avaya may charge a per-DID/ phone number fee to recover Avaya's costs directly associated with providing 911 and E911 to its customers.
- √ Regulatory Recovery Fee. Avaya may charge a monthly regulatory recovery fee to offset costs incurred by Avaya in complying with obligations imposed by, and inquiries made by, federal, state and municipal regulatory bodies/governments and related legal and billing expenses. This fee is not a tax or charge required or assessed by any government. If assessed by Avaya, the regulatory recovery fee will apply to every DID/ phone number assigned to Customer, including toll free and virtual numbers.
- √ Other Fees. Customer agrees to pay any other fees that may be levied on the Service which are chargeable to customers by any governmental authority.

In addition to Customer's obligation to pay taxes, Customer will be responsible for the payment of all governmental assessments, surcharges and fees pertaining to the use of the Service. Customer will be responsible for all governmental assessments, surcharges and regulatory fees that are imposed on Avaya or any Affiliate of Avaya incident to the provision or sale of the Service, including, but not limited to, any government assessment or regulatory fees imposed on Avaya as a result of a material change in the manner in which the Service or Avaya is regulated.

3 SERVICES PROVIDED; USE OF THE SERVICE

3.1 Services Provided. The Service is sold on a consumption and/or subscription basis, until terminated. Avaya will notify Customer when the Services are available for Customer's use ("Services Date"). Unless Customer notifies Avaya by the close of the second business day following the Service Date that the Services are not operational, the Service term will commence on the Services Date and will continue until expiration or termination of the Services.

3.2 System Requirements. In order to use the Service, Customer must, at Customer's own expense, provide and utilize one or more compatible devices, Internet access, session border controllers, and certain software, as further required in the Supplemental Terms ("System Requirements"), and may be required to obtain updates or upgrades to the foregoing from time to time. Customer's ability to use the Service may be affected by the performance of these items. Customer acknowledges and agrees that System Requirements for the Service may change from time to time and that adherence to the System Requirements is Customer's responsibility.

3.3 Co-operation Scope of Use/ Fair Usage. Avaya may take any action it deems appropriate with respect to prohibited use of the Service or other use of the Service that it deems to be inappropriate, in violation of these Terms, or potentially disruptive to the Avaya Service or Avaya's network, including but not limited to issuing warnings; terminating Customer's use of the Service, Subscription, accounts, or users; or disabling access to or suspending Customer's use of the Service, Subscription, accounts or users. Customer's use of the Service may be subject to certain restrictions and limits, including without limitation as to conference ports, number of users per Subscription, and storage, which if applicable will be communicated by Avaya.

3.4 Support. Avaya will provide Customer with technical consultation support for the duration of the Service. Customer may access technical support by sending an email or calling the numbers detailed in the applicable Supplemental Terms.

4 AGREEMENT TERM; TERMINATION; DOWNTIME AND SERVICE SUSPENSION; SURVIVAL

4.1 Termination for Cause. Unless otherwise specified in the Supplemental Terms, if either party commits a material breach of its obligations under these Terms, or under any order, the other party may terminate these Terms or the affected order by giving the breaching party at least 30 days' prior notice, with an opportunity to cure the breach before the 30-day period elapses. If Avaya terminates under this provision, then in addition to any other rights Avaya may have, Customer will be responsible for all fees for the Service for the remainder of the Service Period, as well as any early termination or cancellation fees (if applicable).

4.2 Termination for Convenience. Unless otherwise specified in the Supplemental Terms, Customer or Avaya may terminate these Terms for convenience by providing thirty (30) Business Days advance written notice upon expiration or termination of all Customer's orders. Individual orders may be terminated for convenience by Customer in accordance with these Terms, and subject to termination, true up, or cancellation fees (if any). For any pre-pay contracts, any cancellation that occurs before the Service Period ends the Customer will not be entitled to a refund.

4.3 Expiration/Termination. Upon expiration of the Service Period or termination pursuant to Sections 4.2 or 4.3, Customer shall immediately cease use of the Service and return or destroy (in accordance with Avaya's instructions) any Deliverables provided to Customer in connection with the Service, including any Avaya's Intellectual Property. Upon request, Customer shall certify in writing to Avaya that Customer has complied with this provision and Avaya may provide such certification to its suppliers. Except as provided in Section 4.2, any termination of these Terms will not affect any rights or obligations of the parties under any order accepted before the termination of these Terms became effective. Under all circumstances, Customer shall pay Avaya the fees for the Service through the effective date of expiration or termination of an order, in addition to any true up or early termination/cancellation fees (if applicable). The provisions contained in these Terms will continue to apply to such accepted orders until their expiry or termination.

4.4 Downtime and Service Suspensions. Customer acknowledges that: (a) Customer's access to and use of the Service may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Service for any reason, including as a result of power outages, hacking, system failures, fraud prevention, or other interruptions; and (b) Avaya shall also be entitled, without incurring any liability to Customer or its users, to suspend access to any portion or all of the Service at any time, on a Service-wide basis: (i) for scheduled downtime to permit Avaya to conduct maintenance or make modifications, upgrades, or updates to any Service; (ii) in the event of a denial of service attack or other attack on the Service or other event that Avaya determines, in its sole discretion, may create a risk to the applicable Service, to Customer or its users or to any of Avaya's other customers if the Service were not suspended; or (iii) in the event that Avaya determines that it is necessary or prudent to do so for legal or regulatory reasons (collectively, "Service Suspensions"). WITHOUT LIMITATION TO SECTION 9 (LIMITATION OF LIABILITY), AVAYA SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITIES, LOSSES (INCLUDING ANY LOSS OF DATA OR PROFITS) OR ANY OTHER CONSEQUENCES THAT CUSTOMER OR ITS USERS MAY INCUR AS A RESULT OF ANY SERVICE SUSPENSION. TO THE EXTENT AVAYA IS ABLE, AVAYA WILL ENDEAVOR TO PROVIDE CUSTOMER NOTICE OF ANY SERVICE SUSPENSION IN ACCORDANCE WITH THE SUPPLEMENTAL TERMS OR SOW AND TO POST UPDATES REGARDING RESUMPTION OF THE SERVICE FOLLOWING ANY SUCH SUSPENSION, BUT SHALL HAVE NO LIABILITY FOR THE MANNER IN WHICH AVAYA MAY DO SO OR IF AVAYA FAILS TO DO SO.

5 CUSTOMER CONTENT AND MARKS

5.1 Customer is solely responsible for Customer Content, including any loss or damage to Avaya, its suppliers or a third party arising from or relating to Customer Content. Avaya has no responsibility to Customer or to any third party for Customer Content. Customer represents and warrants that (a) Customer is the owner of all copyrights and other Intellectual Property, rights in Customer Content or has the necessary rights and licenses, consents, permissions, waivers and releases to access, use, store, archive for a period of time, modify, display, reproduce, prepare derivative works of, and distribute Customer Content; and (b) Avaya, its suppliers and subcontractors are authorized to do the same to the extent necessary for the purpose of providing the Service.

5.2 As between Avaya and the Customer, Customer retains all right, title and interest in and to Customer Content. Customer is solely responsible for protecting and enforcing, at Customer expense, any Intellectual Property rights Customer may have in Customer Content.

5.3 Avaya will not share Customer Content or Other Users' Content with any third parties unless: (a) Avaya has Customer written or electronic consent for sharing any of Customer Content and Other Users' Content; (b) it is required by law; or (c) Avaya provides Customer Content or Other Users' Content to third parties (e.g. sub-contractors) to carry out tasks on Avaya's behalf (e.g., data storage, etc.) as directed by Avaya and subject to appropriate agreements with those third parties.

5.4 Customer hereby grants Avaya a limited, non-exclusive, non-transferable, non-sublicensable license to display Customer trade names, trademarks, service marks, logos, domain names and the like ("Customer Marks") and to host and display likenesses and photo images for the purpose of providing the Service to Customer or promoting or advertising that Customer uses the Service; provided, that the use of Customer Marks in connection with these Terms shall not create any right or title in or to the use of the Customer Marks and all such use and goodwill associated with Customer Marks will inure to the benefit of Customer.

6 OTHER USERS' CONTENT

6.1 Other Users' Content. Avaya does not control and shall have no liability or responsibility for Other Users' Content. Other Users' Content may be protected by copyright and other Intellectual Property rights of such users or other persons.

6.2 Customer represents and warrants that (a) Customer is authorized by Customer's customers and by any other individuals with whom Customer interacts or communicates via the Service to access, use, store, archive for a period of time, modify, display, reproduce, prepare derivative works of, and distribute their Other Users' Content; (b) Avaya, its suppliers and subcontractors are authorized to do the same to the extent necessary for the purpose of providing the Service; and (c) Customer is fully responsible for any damages, liabilities, or losses (including, without limitation, attorneys' fees and court costs) incurred by Avaya arising from any failure by Customer to comply with Sections 6.2(a) or (b).

7 RIGHTS AND DISCLAIMERS

7.1 All information transmitted through the Service is the sole responsibility of the person from whom such information originated. Avaya is not responsible for and will not be liable in any way for such content. Avaya reserves the right, but is not obligated to: (a) pre-screen, refuse, flag, filter, or remove any material posted on the Service, including any Customer Content, which Avaya, in its sole discretion, deems inconsistent with these Terms, including any material Avaya has been informed of or has reason to believe constitutes Intellectual Property infringement; and/or (b) take any action it deems appropriate with respect to any prohibited use of the Service or other Avaya Intellectual Property or other use of the Service that it deems to be inappropriate, in violation of these Terms, or potentially disruptive to the Service or Avaya's network, including, without limitation, issuing warnings or disabling or terminating Customer's Subscription to the Service, accounts or any person's access to all or part of the Service. Notwithstanding any other provision in these Terms, Avaya may take the action(s) set forth in Sections 7.1(a) and 7.1(b), or similar actions, without notice or liability to Customer or any other party, although Avaya will have no obligation or responsibility to take any such action or review material or content posted on the Service. Accordingly, Avaya assumes no liability for any action or inaction regarding transmissions, communications, or content provided by Customer or any third parties.

7.2 Customer acknowledges that, as part of the Service, Avaya may, for a period of time, but is not obligated to, archive Customer Content and Other Users' Content and may periodically delete Customer Content and Other Users' Content after a certain period of time without notice to Customer, including, without limitation, after expiration or termination of Customer's Subscription or as may be required by applicable law. To the extent that Customer wishes to retain any Customer Content or Other Users' Content, Customer is solely responsible to ensure that such information is downloaded, saved and/or backed-up. Avaya may also implement reasonable limits as to the size or duration of storage of any Customer Content or Other Users' Content.

7.3 Any software security feature is not a guaranty against malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third parties to create security exposures. Compromised passwords represent a major security risk. Avaya encourages Customer to create strong passwords using at least three different character types, change Customer password regularly and refrain from using the same password regularly. Customer must treat such information as confidential. Customer agrees to notify Avaya immediately upon becoming aware of any unauthorized use or breach of a username, password, account, or subscription. Customer is responsible for ensuring that Customer's networks and systems are adequately secured against unauthorized intrusion or attack and regularly backing up Customer data and files in accordance with good computing practices.

7.4 It is Avaya's policy to respond to notices of alleged copyright or trademark infringement that comply with applicable international Intellectual Property law (including, without limitation, in the United States the Digital Millennium Copyright Act) and where appropriate at Avaya's discretion to terminate the accounts or subscription of infringers. If Customer would like to send Avaya an alleged copyright or trademark infringement notice as it pertains to the Service, go to the following link <http://support.avaya.com/AvayaCopyrightAgent> (or such successor site as designated by Avaya) and follow the instructions on how to get in touch with Avaya. If Customer has trouble accessing this link, then Customer may contact Avaya for further information at copyrightagent@avaya.com with the subject line: "DMCA Takedown Request" or by mail to:

Avaya Copyright Agent Notification
 350 Mount Kemble Avenue
 Room 2C109
 Morristown, NJ 07960
 Phone: +1-908-953-2044

8 DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH AND LIMITED HEREIN AND TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, AVAYA PROVIDES NO WARRANTIES, AND EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE., WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER AVAYA, NOR ITS LICENSORS, NOR ITS SUPPLIERS WARRANTS THAT: (A) CUSTOMER'S USE OF THE SERVICE WILL MEET CUSTOMER REQUIREMENTS OR PROVIDE ANY SPECIFIC RESULTS; (B) CUSTOMER'S USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM ERROR OR VIRUSES; (C) THAT CUSTOMER'S USE OF THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, OR DELETION OF CUSTOMER OR THIRD PARTY DATA; (D) THAT THE SERVICES WILL PREVENT TOLL FRAUD; (E) INFORMATION OR CONTENT PROVIDED TO CUSTOMER THROUGH THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (F) DEFECTS IN THE SERVICE WILL BE CORRECTED, OR (G) THE SERVICE WILL HAVE ANY PARTICULAR UP-TIME, QUALITY OF SERVICE, OR QUALITY OF VOICE OR FAX COMMUNICATIONS.

9 LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS OF PERSONAL INJURY, WILLFUL MISCONDUCT, VIOLATION OF AVAYA'S OR ITS SUPPLIERS' OR LICENSORS' INTELLECTUAL PROPERTY RIGHTS, AND/OR TO THE EXTENT OF THE DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER THESE TERMS, IN NO EVENT WILL AVAYA AND ITS AFFILIATES AND LICENSORS OR SUPPLIERS, OR CUSTOMER, BE LIABLE, REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR OTHERWISE FOR: (A) ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INDIRECT, OR CONSEQUENTIAL DAMAGES; (B) LOSS OR CORRUPTION OF DATA OR INTERRUPTED OR LOSS OF BUSINESS; OR (C) TOLL FRAUD, ANY LOSS OF PROFITS, REVENUE, REPUTATION, GOODWILL, OR ANTICIPATED SALES OR SAVINGS, OR COST OF COVER, SUBSTITUTE GOODS, OR PERFORMANCE, EVEN IF AVAYA OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL LIABILITY OF AVAYA, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS COLLECTIVELY FOR CLAIMS ARISING OUT OF THESE TERMS, CUSTOMER'S ORDER, OR THE SERVICE SHALL NOT EXCEED THE FEES PAID TO AVAYA FOR THE SERVICE DURING THE TWELVE (12) MONTHS BEFORE THE LAST EVENT THAT GAVE RISE TO THE CLAIM. THE LIMIT IS IN THE AGGREGATE AND NOT PER INCIDENT.

NOTHING IN THESE TERMS LIMITS OR EXCLUDES LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW

10 INDEMNIFICATION

10.1 Avaya's Defense and Indemnification Obligations. Avaya will defend Customer against third party claims brought against Customer to the extent arising solely from an allegation that the Service directly infringes a third-party patent or copyright. Avaya will indemnify Customer against damages (specifically excluding any increased or enhanced damages resulting from Customer's willful infringement) finally awarded against Customer by a court of competent jurisdiction or a settlement amount approved by Avaya. Avaya's obligations under this Section will not apply if the claim arises or results from (a) Customer's breach of these Terms, (b) modification to the Service or use of the Service outside the scope of these Terms, the Supplemental Terms or SOW, (c) combination, operation, or use of the Service with, or damages based on the value of, products, software, data, services or business processes not provided by Avaya, (d) Third Party Products and non-Avaya branded Services, (e) Avaya's compliance with any designs, specifications, requirements or instructions provided by Customer or a third party on Customer's behalf, (f) use of non-current or unsupported versions of the Service, or use of the Service after Avaya notifies Customer to stop use due to a third party claim, (g) Customer Content or Customer data (including Personal Data), Other Users' Content or any other content or data not provided by Avaya, (h) Deliverables, APIs and SDKs, (i) open source and freeware software or (j) any services, products, software or business processes Customer provides based on or related to the Service. In the event a claim is made or likely to be made, Avaya may, at Avaya's option and discretion, (i) procure for Customer the right to continue using the Service under the terms of these Terms, or (ii) replace or modify the Service to be non-infringing without material decrease in functionality. If these options are not commercially reasonably available, at Avaya's discretion, Avaya may terminate the Service (by unilaterally terminating the applicable order) upon written notice to Customer and refund Customer any advanced payments for unused Subscription.

10.2 Customer's Indemnification Obligations. Customer will defend and indemnify Avaya and its Affiliates, and their respective officers, directors, employees, contractors, suppliers, licensors, partners and agents (each, an "Avaya Indemnified Party") against third party claims brought against an Avaya Indemnified Party arising from (a) Customer's breach of these Terms, (b) Customer's violation of applicable law or unauthorized use of the Services, (c) Customer Content or Customer data (including Personal Data), Other Users' Content, or the combination of Customer's Customer Content or data, or Other Users' Content, with other applications, content or processes (including, but not limited to any claim involving infringement or misappropriation of third party rights), (d) Customer's use of the Services, (e) a dispute between Customer and any client, or dispute between Customer and any third party with whom Customer uses the Service to interact, or (f) Customer's or its employees' or agents' negligence or willful misconduct. Customer will defend and indemnify the applicable Avaya Indemnified Party against all damages finally awarded against the Avaya Indemnified Party (or the amount of any settlement entered into by Customer) with respect to such claims.

10.3 Indemnification Procedures. The party against whom a third party claim is brought will (a) timely notify the other party in writing of the claim (provided, that the failure to provide timely notice shall not relieve the indemnifying party of its obligations under this Section 10 unless the indemnifying party's defense of such claim is materially prejudiced by such failure), and (b) reasonably cooperate in the defense of the claim and may participate in the defense of the claim at its own expense. The party that is obligated to defend a claim will have the right to fully control the defense and to settle the claim; provided, however, that any settlement of a claim shall not include a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought.

10.4 Sole Remedy. THE FOREGOING STATES THE INDEMNIFYING PARTY'S ENTIRE LIABILITY, AND THE INDEMNIFIED PARTY'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INTELLECTUAL PROPERTY CLAIMS. THE FOREGOING ALSO IS IN LIEU OF, AND AVAYA DISCLAIMS, ALL WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE SERVICE AND ANY OTHER AVAYA INTELLECTUAL PROPERTY.

11 DATA PRIVACY

To the extent Avaya processes Personal Data on behalf of Customer, the most current Avaya DPA, published on <http://support.avaya.com/TermsOfSale> at the time of the particular order, applies and is incorporated herein by reference. The DPA is considered a Supplemental Term, if applicable.

12 BACKUP AND RETENTION

Customer acknowledges that it bears sole responsibility for adequate backup of its content, including any Customer Content associated with its account. Avaya strongly encourages Customer, where available and appropriate, to use encryption technology to protect Customer's Content from unauthorized access and to routinely archive Customer Content. NOTWITHSTANDING THE ABOVE AND WITHOUT LIMITATION TO SECTION 9 OF THESE GENERAL TERMS, AVAYA SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITIES, LOSSES (INCLUDING ANY LOSS OF DATA OR PROFITS) OR ANY OTHER CONSEQUENCES THAT CUSTOMER OR ITS END USERS MAY INCUR WITH RESPECT TO LOSS OF DATA ASSOCIATED WITH CUSTOMER'S ACCOUNT, CUSTOMER'S CONTENT AND/OR ANY OTHER USERS' CONTENT THEREIN.

13 FEEDBACK

Avaya welcomes Customer Feedback about the Service. All such Feedback provided by Customer or its users to Avaya or its authorized channel partners becomes Avaya's property and Customer agrees that all Intellectual Property rights therein are transferred and hereby assigned to Avaya. Customer agrees to cooperate fully with Avaya in connection with such transfer and assignment and Avaya may use such Feedback however it elects without any monetary or other consideration of any kind owed to Customer or any third party.

14 EXTERNAL LINKS AND THIRD-PARTY SERVICES

In some cases, the Service may contain hyperlinks to External Services and Sites. Customer's use of such External Services and Sites is at Customer's own risk. Customer acknowledges and agrees that Avaya has no responsibility for the availability, security, or other aspect of External Services and Sites; Avaya does not endorse any advertising, products, resources or third-party services available on such External Services and Sites or the External Services and Sites themselves. Avaya shall not be liable for any loss or damage incurred related to such External Services and Sites, including, without limitation, their availability or the completeness, accuracy, or existence of any advertising, products, or other materials on or available through them.

15 SOFTWARE LICENSE TERMS AND UPDATES

15.1 If use of the Service requires Customer to download Software or Software is otherwise made available to Customer, such Software is licensed pursuant to (1) the terms and conditions made available to Customer when Customer downloads or installs the Software portion of the Service, or (2) if no such terms and conditions exist, then the applicable Avaya Global Software License Terms posted at <http://support.avaya.com/LicenseInfo> as applicable (or such successor site as designated by Avaya) as of the date of the service commencement per the Customer order will apply, for the sole purpose of using the Service, in accordance with these Terms, Supplemental Terms, or SOW and solely for the duration of the Service Period.

15.2 It is possible that Software may automatically download and install updates from Avaya or its Affiliates from time to time. In such event, Customer agrees to allow such updates to be promptly downloaded and installed as part of Customer's use of the Service.

16 RECORDING

16.1 Recording of Conferences. If conferences are applicable to the Service Customer is subscribing to, Customer acknowledges that the laws of certain states, provinces or countries require that if a conference is to be recorded, all participants in the conference must be informed of that prior to the recording taking place, so they may consent to being recorded (if required by applicable laws) in the relevant jurisdictions when using recording features. Customer acknowledges and agrees that Customer shall be solely responsible for complying with the local laws in the relevant jurisdictions when using recording features (this includes Customer's obligation to obtain the consent, if required by applicable laws, of all participants before the commencement of the recording). Avaya shall have no liability to Customer or any user or third party if consent is not obtained.

17 EMERGENCY SERVICES, HIPAA and PCI DISCLAIMERS

IN ADDITION, CUSTOMER HAS READ, UNDERSTOOD, AND AGREES TO THE FOLLOWING:

A. UNLESS OTHERWISE STATED HEREIN OR IN THE SUPPLEMENTAL TERMS, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SERVICE, AS PROVIDED BY COMPANY, IS NOT CONFIGURED TO SUPPORT OR PROVIDE EMERGENCY CALLS OR COMMUNICATIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO 911 AND E911 SERVICE.

B. UNLESS OTHERWISE STATED HEREIN OR IN THE SUPPLEMENTAL TERMS, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE DOES NOT COMPLY WITH THE REQUIREMENTS OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT, AS AMENDED, AND ITS IMPLEMENTING REGULATIONS ("HIPAA").

C. UNLESS OTHERWISE STATED HEREIN OR IN THE SUPPLEMENTAL TERMS, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE DOES NOT COMPLY WITH THE REQUIREMENTS OF THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARD ALSO REFERRED TO AS PCI OR PCI DSS.

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EXHIBIT A- DEFINITIONS

Defined terms are identified by capitalized letters and have the meaning given in this Exhibit or elsewhere in the Terms. This Exhibit A is incorporated into and part of the Terms

“Acceptable Use Policy” or **“AUP”** means the document posted at <http://support.avaya.com/TermsOfSale> (or such successor site as designated by Avaya) which describes actions that Avaya prohibits when any party uses its services.

“Business Days” means Monday through Friday, 8:00 to 5:00 pm ET, excluding Avaya holidays.

“Customer” means the legal entity which signs these Terms.

“Customer Content” means the content of all data, information and communications, whether visual, written, audible, or of another nature, sent, displayed, uploaded, posted, published, or submitted by Customer (including Customer personnel) while utilizing the Service.

“Delivery Date” means the date on which Avaya delivers Equipment in accordance with Schedule 2 or, in the case of Software that can be enabled by Avaya remotely or delivered via electronic means, the date the Software is enabled or downloaded to the target processor.

“Dispute” means any dispute, claim or controversy arising out of or relating to these Terms.

“DPA” means Data Privacy Addendum

“Documentation” means information published by Avaya or its Affiliates in varying mediums which may include product information, operating instructions and performance specifications that Avaya or its Affiliates generally makes available to users of its products. Documentation does not include marketing materials.

“Effective Date” means the date in which the last party signs these Terms.

“External Services and Sites” means non-Avaya websites, content, or resources or otherwise interface or work with third party services which are not maintained or controlled by Avaya.

“Feedback” means comments or suggestions.

“Initial Term” means the term of the Subscription that is indicated in the Customer's order and commences upon the date the Service is available for Customer's use.

“Intellectual Property” means all present and future worldwide copyrights, trademarks and other marks, trade secrets, inventions, patents and mask work rights, moral rights, contract rights and other proprietary rights, and all types of registrations, current and future applications, renewals, extensions and reissues of the foregoing, and all other Intellectual Property rights, industrial property rights and other similar proprietary rights recognized in any relevant jurisdiction worldwide.

“Matrix” means the chart that is posted on the following website (or such successor site as designated by Avaya): <http://support.avaya.com/TermsOfSale> that indicates the Schedules and Supplemental Terms that apply to a specific Service. Avaya reserves the right to update the Matrix periodically and post an updated version.

“Other Users' Content” means the content of any information and communications, whether visual, written, audible, or of another nature, sent, displayed, uploaded, posted, published, or submitted by other users while interacting with the Service, including, without limitation, likenesses or photo images, advertisements or sponsored content.

“Personal Data” means any information relating to an identified or identifiable natural person (“Data Subject”) or household, as well as any information that constitutes “Personal Information” regarding a “Consumer” as such terms are defined in the California Consumer Privacy Act, Cal. Civ. Code 1798.100 et seq. (“CCPA”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Processing”, “Process”, “Processed” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Renewal Term” means each of the terms after the Initial Term when the Services are extended.

“Services Date” means the date specified in Section 3.1 herein

“Service Description” means the applicable description of the Services then current as of the date of Customer’s ordering of the Services which is incorporated by reference and is available to Customer upon request or via links in the Matrix.

“Service Period” means the Initial Term together with any Renewal Term.

“Software” is as defined in the Global Software License Terms posted at <http://support.avaya.com/LicenseInfo> (or such successor site as designated by Avaya).

“Statement of Work” or **“SOW”** means a Customer-specific document(s) that describes the features, terms and conditions of an Avaya service being purchased by Customer in connection with these Terms.

“Subscription” means the term of Customer’s access to the Services.

“Supplemental Terms” mean additional terms and conditions including the Use Policies (in accordance with Section 1.9) and the applicable Service Description for each Service.

“Terms” means the General Terms along with any applicable Supplemental Terms, Schedules and SOWs.

“Third Party Products” means any product made or provided by a party other than Avaya, including: (i) products ordered by Customer from third parties; (ii) products provided by Avaya that are recognizable as standalone items, and; (iii) products identified as separate items on Avaya’s price list, quotes, Order specification forms or Documentation.

“Traffic Data” means user billing data and/or metadata, including Caller ID, name, number dialed, duration of call, landline or mobile originated call, SMS send / receive destinations.

“Use Policies” means the policies or additional terms that are incorporated in these Terms and apply to the provision of certain Services as identified herein and in the Matrix.

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Date: 02/13/2019

Avaya Product Lifecycle Policy



Experiences That Matter

Doc-No: 100081098

Rev. 3.2

Date: 02/13/2019

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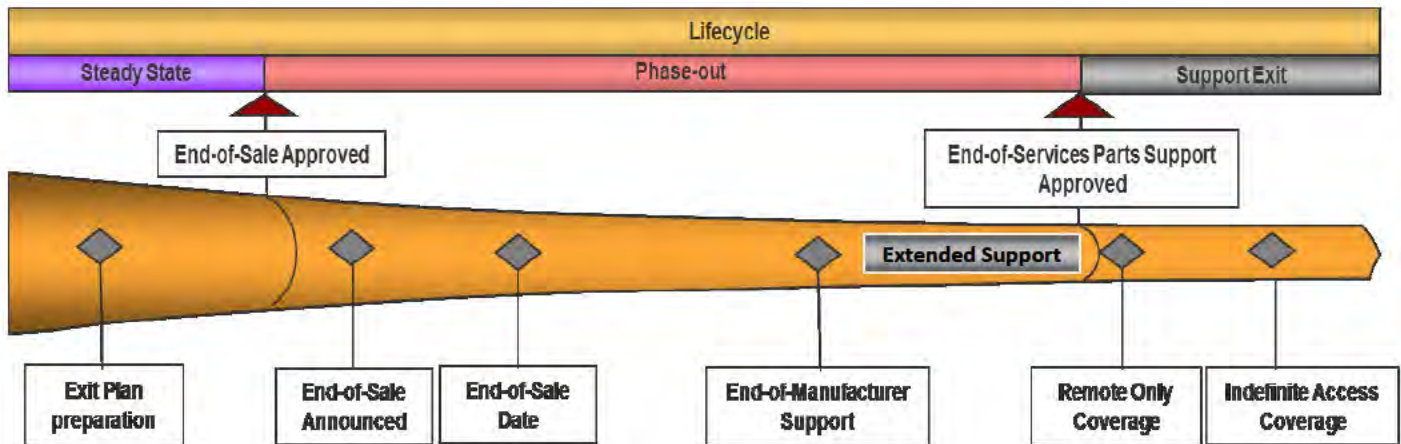
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Avaya Product Lifecycle Policy**1.0 Introduction**

This document is the global framework for Avaya's Product Lifecycle Policy (APLP). Avaya Products covered by this APLP include Hardware sold or Software licensed by Avaya or Avaya Authorized Partners. Hardware and Software move through the Product life cycle in phases, based on the speed of innovation, market demand, component availability and customer requirements. The APLP is intended to set expectations for Product serviceability and support.

Life Cycle Phase Gates & Milestones**1.1 Scope**

Avaya's APLP focuses on the latter stages of Avaya's Product Lifecycle Management beginning with the End-of-Sale and concludes with Indefinite Support. Avaya reserves the right to amend or change this APLP, at its sole discretion, at any time. Avaya's APLP shall not be interpreted to create any contractual obligation by Avaya or to provide support for any specific customer or Channel Partner. This APLP combines and supersedes all earlier versions.

1.2 Exceptions

APLP provides a set of standard lifecycle practices and timelines so that customers can proactively plan for Product Lifecycle Management changes. Some circumstances may create an inability for Avaya to adhere to the outlined practices and timelines.

- 1.2.1 Avaya is not responsible for any support or maintenance commitments made by Avaya Channel Partners or other service providers.
- 1.2.2 Manufacturer Support, Extended Manufacturer Software Support and Extended Services Support are not to be confused with warranty. Avaya's Warranty policies can be found at; <https://downloads.avaya.com/css/P8/documents/100125173>.
- 1.2.3 APLP is global; however, there may be theatre variance. Specifically, products covered by Extended Services Support and the duration of Extended Services Support may be theatre dependent. Avaya's Product Lifecycle Policy does not apply to Third Party Products. Original manufacturer's
- 1.2.4 policies will apply to Third Party Products when resold by Avaya.
- 1.2.5 As part of Manufacturer Support, Avaya reserves the right to choose which Product Defects will be remedied.

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1.2.6 Avaya Security Advisories (ASA) and associated product security vulnerability fixes may be dependent on the availability of associated security alerts and patches from our suppliers. Avaya's Security Advisory policies can be found at: <https://support.avaya.com/security>.

1.2.7 Avaya's Lifecycle policy does not address entitlements related to product-specific Lifetime Warranties. Please refer to product warranty information for Lifetime Warranty guidance.

2.0 Product Lifecycle Support Elements and Standard Support Targets

		Section 2.1	Section 2.2	Section 2.3	Section 2.4	Section 2.5	
		60 days to 1 Yr. ¹	6 Years Standard ²				
			3 years HW 1 year SW	3 years HW ³ 5 years SW ³	3 years HW and SW	HW and SW	
	Element	General Availability	End of Sale Notification Period	Manufacturer Support	Extended Services Support	Remote Only Support ⁶	Indefinite Access ⁴
SALES	New System Sales	Y	Y	N	N	N	N
	System Expansions	Y	Y	Applicable hardware and/or software expansions, if available, are identified in EoS notification.	Applicable hardware and/or software expansions, if available, are identified in EoS notification.	N	N
	New Support Contract	Y	Y	Y Parts/Onsite Coverage Term cannot extend past End of Services Parts Support	Y Parts/Onsite Coverage Term cannot extend past End of Services Parts Support	N	N
	Support Contract Renewal	Y	Y	Y Parts/Onsite Coverage Term cannot extend past End of Services Parts Support	Y Parts/Onsite Coverage Term cannot extend past End of Services Parts Support	Y	Y
SUPPORT	Technical Support / Troubleshooting ⁴	Y	Y	Y All tiers	Y All tiers through Tier III Backbone	Y All tiers through Tier III Backbone	Y Only via paid Per Incident Support
	Bug Fix (New) ⁴	Y	Y	Y	N	N	N
	Access to Intellectual Property ⁴	Y	Y	Y	Y	Y	Y
	Parts Coverage ⁴	Y	Y	Y	Y	Y Only via paid Per Incident Support	N

¹ Notification period is determined based on the complexity of replacement, using the following principles:
 • 60 days: Replacement product is a complete substitute, with feature parity, large scale customer lab testing not required, past experience shows rapid transition practical. Examples: Like for like hardware replacements, software platform releases for active hardware platforms. May require upgrades of other applications,
 • 9 months to 1 year: Major hardware platforms that are core to a customer's IT system and/or business process or for large volume products where product replacement requires advanced planning for lifecycle management.

² The lifecycle management policy does not pertain to third party branded products including those that Avaya resells. Third party lifecycle support is governed by third party agreements

³ The standard Extended Services Support periods shown here may vary based on product availability, demand, and other business factors, at Avaya's discretion.

⁴ Customer must have a valid Avaya Support Contract to receive support

⁵ Remote Only Support and Indefinite Access availability could vary by product. Remote Only support can include subscription (UA, SS+U, SRS)

2.1 End-of-Sale Notification Date Range

Avaya will endeavor to communicate End-of-Sale notification at least 60 days prior to the End-of-Sale-Date. Avaya may provide up to 1 year End-of-Sale notification for more complex product transitions. The following guidelines are used for End-of-Sale notification announcements, but the actual timing is at Avaya's discretion. Avaya reserves the right to make actual notifications shorter or longer than prescribed guidelines. Distributors should refer to the Distribution Global End of Sale Policy within the Distributor handbook.

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Avaya Product Lifecycle Policy**2.1.1 End of Sale Announcement Content**

- Lifecycle Summary Matrix governs product lifecycle timelines between End-of-Sale and End-of-Services-Support as prescribed by Product Management.
- End-of-Sale Date
- Sellable material codes (SKU) included in the announcement
- End-of-Manufacturer-Support Date for Hardware
- End-of-Manufacturer Support Date for Software
- Targeted End-of-Services-Parts-Support Date
- Migration information
- System Expansion options post End-of-Sale

2.2 Manufacturer Support Period

Manufacturer Support will be available either directly from Avaya or through an authorized Avaya Channel Partner at current prices and under then-current terms and conditions. Avaya Manufacturer Support coverage typically will be available until one year after the Product's End of Sale Date, although Avaya may choose to extend the availability of certain support offers beyond prescribed guidelines.

Manufacturer Support is only provided to Avaya customers purchasing support coverage for the affected Product. Coverage is defined as Products that have Full Coverage, Remote Plus Parts, and Remote Only for the affected Product. Customers who have not purchased Avaya support coverage for the affected Product are not eligible for Per Incident services during the Manufacturer Support period. Per incident is defined as Time and Materials (T&M). Extended Manufacturer Software Support beyond one (1) year is at Avaya's discretion.

2.2.1 Hardware Support

Manufacturer Support will be available for Hardware Products for a minimum of three (3) years following the End-of-Sale Date for the Product.

2.2.2 Software Support

Manufacturer Support for the most current release, within a Major Release, shall continue for at least one (1) year following the End-of-Sale-Date of the Major Release. This approach to Manufacturer Support, i.e. support for only the most current release within a supported Major release family, also applies to any Major Release that is currently Generally Available.

Avaya reserves the right to terminate Manufacturer Support after the above minimum period of Manufacturer Support has been provided. Avaya may extend Manufacturer Support for longer than 1 year to allow customers to stabilize on a release, previously referred to as EMSSP releases. The published Lifecycle Summary Matrix on support.avaya.com is where lifecycles milestones are archived.

2.2.3 Manufacturer Support Provided

Manufacturer Support includes the following (subject to contract terms and conditions):

- **Technical Support** – Includes Tiers I – IV
- **Bug Fix (New)** – New corrections to Software Defects delivered via Patch, Service Pack or Feature Pack and corrections to Hardware Defects as needed, according to the provisions stated above.

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Customers may require the latest available Software Patch, Service Pack or Feature Pack for the Product as part of troubleshooting efforts.

- **Bug Fix (Existing)** – Application of already available Bug Fixes.
- **Repair & Return** – Replacement or repair of system and / or components per Avaya support agreement.
- **Eligibility for support coverage** – Continues per normal business practices for one year post End of Sale.

2.3 Extended Services Support Period

When a Product reaches its End of Manufacturer Support Date, Avaya may provide Extended Services Support. The Extended Services Support period may vary based on Product availability, demand and other business factors, at Avaya's discretion.

Extended Services Support is only provided to Avaya customers purchasing Avaya support services for the affected Product. Customers who have not purchased Avaya support services for the affected Product are not eligible for Per Incident (aka T&M) services during the Extended Services Support period.

2.3.1 Hardware

The standard Extended Services Support period for Hardware is three (3) years after the Product's End of Manufacturer Support Date. However, this period may vary based on Product availability, demand, and other business factors, at Avaya's discretion.

2.3.2 Software

The standard Extended Services Support period for Software is five (5) years after the Product's End of Manufacturer Support Date. However, this period may vary based on product availability, demand, and other business factors, at Avaya's discretion.

2.3.3 Extended Services Support

Extended Services Support includes commercially reasonable efforts to provide the following (subject to contract terms and conditions):

- **Technical Support** - Tier I through Tier III Backbone. Tier IV support and Vulnerability Threat Management- VTM coverage is no longer provided.
 - Tier III support includes the following:
 - Access to Tier III support tool set.
 - Access to known issues and existing workarounds that may be available.
 - Access to available/existing corrective content.
 - Standard configuration consultation/guidance.
 - **Root Cause Analysis** within the capability of Tier III support.
 - Note: Over time, access to and availability of support expertise may decline, and customers' may experience delays in response or repair intervals.
 - Tier III support does not include the following:
 - Tier IV support or access to **Tier IV** tools.
 - Code level de-bugging.
 - New corrective content, e.g. Service Packs, **Product Correction Notices, Patches.**
 - **Extensive troubleshooting** on releases that are no longer under Manufacturer Support. **An upgrade** to the most current version within a release stream may be required if faults in the installed version prove difficult to resolve or reproduce.

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Date: 02/13/2019

Avaya Product Lifecycle Policy

- Costs associated with **release upgrades** and not covered by any existing in-force service agreement.
- **Expanded Root Cause** Analysis beyond Tier III capability.
- Parts
 - Avaya will endeavor to reserve its spare parts inventory to support Extended Services Support customers. However, since replacement parts may no longer be manufactured, some Products may become increasingly scarce over time. This scarcity may affect response and repair times, and certain Products may require replacement with more current substitute Products, whether new or refurbished.
 - If replacement parts or substitute Products are not available or if the substitute Product is incompatible with a customer's current Product it may be necessary to purchase current generation replacements. The risk of shortage, scarcity or incompatibility will depend on the Product's type and age. Avaya will endeavor to highlight upcoming shortages via ongoing "Services Support Notices" posted at support.avaya.com.
-

2.4 Remote Only Support

During this period of the Lifecycle Policy, Avaya Services will allow support contract but at a reduced level of coverage to include Remote Only Support which will not include coverage for parts or onsite dispatch. In some cases, Remote Only Support availability may vary by product and at its discretion, Avaya may eliminate availability for a product group. The estimated support interval may be shorter or longer at the discretion of Avaya. As the Extended Support period ends, Avaya will define and communicate the intended Remote Only Support Services timeframe accordingly.

Remote Only support will include access to Remote Technical Support and Intellectual Property through the Avaya Support Website as defined in the corresponding Services Agreement Supplement or Service Description. If available, parts and onsite field dispatch support may be purchased through Per Incident Support (also known as time and material).

Link to Avaya Support Website: [Avaya Support Website Home](#)

2.5 Indefinite Access

During this period of the Lifecycle Policy, Avaya Services will allow support coverage to continue past the Remote Only support phase, but at an even further reduced level of coverage. Indefinite access will allow a customer the ability to access Avaya Intellectual Property through the Avaya Support Website and the ability to purchase remote and onsite technical support through on demand Per Incident Support time and material. Parts will not be available for purchase during this Lifecycle Phase. In some cases, Indefinite Access availability may vary by product and at its discretion, Avaya may eliminate availability for a certain product group. The estimated support interval may be shorter or longer at the discretion of Avaya. As the Remote Only Support period ends, Avaya will define and communicate the intended Indefinite Access timeframe accordingly.

Link to Avaya Support Website: [Avaya Support Website Home](#)

Doc-No: 100081098

Rev. 3.2

Date: 02/13/2019

Avaya Product Lifecycle Policy**2.6 Definitions**

The following definitions will apply to Avaya's APLP.

TERM	DEFINITION
Avaya Product Lifecycle Policy	Avaya Product Lifecycle Policy defines Avaya's Product Lifecycle Management policy regarding all product offerings. Abbreviated (APLP)
Avaya Security Advisory	Avaya assessment and notification of product susceptibility to a targeted security vulnerability/set of vulnerabilities (i.e. Common Vulnerabilities and Exposures – CVE's). A consolidated list of Avaya Security Advisories is available at https://support.avaya.com/security . Abbreviated "ASA".
Bug Fix	<p>Bug Fix (New) – New corrections to Software defects delivered via Patch, Service Pack or Feature Pack and corrections to Hardware defects as needed, according to the provisions stated above. Customers may be requested to upgrade to the latest available software Patch, Service Pack or Feature Pack for the product as part of troubleshooting efforts.</p> <p>Bug Fix (Existing) – Application of already available bug fixes (Patches, Service Packs or Feature Packs) at the End of Manufacturer Support Date.</p> <p>Repair & Return – Replacement or repair of system and / or components per Avaya support agreement. Limited to availability of parts.</p> <p>Eligibility for new support contract sale – available only at the discretion of Avaya Services.</p>
Channel Partner	An individual or business that sells products or services on behalf of primary computer hardware or software producers. Examples of channel partner types might include: consultants, value added resellers, system integrators, managed service providers and distributors
Defect	Any material non-compliance to the product specification as documented at the time of publication and determined by Avaya. Failure to comply with new operating or security regulations / requirements that were not yet in effect at the time of the product's initial availability does not constitute a defect.
Extended Manufacturer Software Support	An additional category of support for certain releases of Products designed to minimize the level of change within a Product's release. Abbreviated "EMSS".
Extended Services Support	The support period between the End of Manufacturer Support Date and the End of Services Support Date.
Feature Pack	A small change to the Software (smaller in scope than a Minor Release) that introduces limited new features and functionality and any defect corrections available at the time of creation to improve field quality. Feature Packs are designated as a change in the digit to the right of the second decimal point (x.y.[z]) in the release number.

Doc-No: 100081098

Rev. 3.2

Date: 02/13/2019

Avaya Product Lifecycle Policy

TERM	DEFINITION
General Availability or Generally Available	Product commercially available. Normal business processes apply. Full Product sales & support offered. Abbreviated “GA”.
Hardware	The standard hardware Products that Avaya delivers under its commercial sales agreements. “Hardware” does not include any customized deliverables that Avaya creates specifically for the customer.
Indefinite Access	Applicable to Avaya coverage options which provide access to Intellectual Property through the Avaya Support Website. Remote and Onsite technical support, when available, may be purchased through time and material. Parts are not available for purchase. In some cases, Indefinite Access availability may vary by product and at its discretion, Avaya may eliminate availability for a certain product group.
Intellectual Property	Avaya software, proprietary support tools and programs, and software updates, patches and fixes.
Major Release	A major change to the Software that introduces new features and functionality. A Major Release is typically designated as a change in the digit(s) to the left of the first decimal point ([x].y.z) in a release number.
Manufacturer	A person or company that makes goods for sale
Manufacturer Support	The support provided to customers with Avaya support services for the affected Product between the End of Sale Date and the End of Manufacturer Support Date.
Minor Release	A minor change to the Software that introduces a limited number of new features and functionality. A Minor Release is typically designated as a change in the digit(s) to the right of the first decimal point (x.[y].z) in a release number.
Notification Period	The period between End of Sale Notification and End of Sale Date.
Patch	Software typically providing error corrections provided between Major Releases, Minor Releases, Feature Packs and Service Packs to address Critical Problems that cannot be resolved through application of the latest Service Pack or latest Major Release, Minor Release or Feature Pack of the Software.
Platform	<p>Hardware Platform – Can be either a standalone Hardware delivering feature functionality or a chassis based solution with interchangeable modules</p> <p>Software Platform – Can be either a major Software Product release delivering new feature functionality or sold as a Software solution.</p>
Product	Hardware sold or Software licensed by Avaya to customers, other than Third Party Products.
Remote Only Support	Applicable to Avaya coverage options which provide access to Remote Technical Support and access to Intellectual Property through the Avaya Support Website. Onsite support and parts, when available, may be purchased through time and material.
Root Cause Analysis	A method of problem solving used for identifying the root causes of faults or problems. Problem solving methodologies may be different depending on fault or problem type.

Doc-No: 100081098

Rev. 3.2

Date: 02/13/2019

Avaya Product Lifecycle Policy

TERM	DEFINITION
Service Pack	An update to the Software typically containing fixes for Non-Critical Problems and Critical Problems and which typically include cumulative fixes from prior Patches and Service Packs. Service Packs provide maintenance correction only. Service Packs are designated as a change in the digit(s) to the right of the second decimal point (e.g. n.y.[z]) in the release number. For major Software releases issued after February 1, 2015, Service Packs are designated as a change in the digit(s) to the right of the <u>third</u> decimal point (e.g. x.y.z.[s]) in a release number.
Software	The software programs in object code form, including downloadable firmware that Avaya delivers under its commercial sales agreements, whether as stand-alone products or pre-installed on Hardware. Software does not include any customized deliverables that Avaya creates specifically for the customer.
System Expansions	Additional Software licenses, additional feature activation, line card / module additions.
Theatre	Geographic Region designated by Avaya.
Third Party Products	Any products made by a party other than Avaya, and may include, without limitation, products ordered by customer from third parties. However, components of Avaya-branded Products are not Third Party Products if they are both: (i) embedded in Products (i.e., not recognizable as standalone items); and (ii) are not identified as separate items on Avaya's price list, quotes, order specifications forms or documentation.
Vulnerability Threat Management (VTM)	Policies and processes leveraged towards the identification and mitigation of Avaya product security vulnerabilities (e.g. Response and Classification Policies, Avaya Security Advisories (ASA's), security escalation support and product security vulnerability mitigation).

Appendix A

The lifecycle summary matrix contains key milestone dates by product.

<https://downloads.avaya.com/css/P8/documents/100172510>



The Power of We™

Global Asset Recovery Policy

01 November 2012

Purpose

The purpose of this policy is to clearly state customer obligations and potential Avaya actions regarding the return of defective parts in a timely manner.

Audience

The target audience for this policy is: Channel Partners – Distributors and Resellers and Customers.

Geographic Applicability

This policy is global (APAC, Canada, CALA, EMEA and the US).

Overview

Avaya has a defective parts return policy (Global Asset Recovery Policy) pertaining to customers returning defective parts in a timely / accountable manner in support of an advanced replacement shipment in a maintenance related activity.

Details

If Avaya ships a replacement unit in advance, the customer is obligated to return the defective part to the designated Avaya repair facility for receipt within 30 calendar days after shipment of the replacement part. All defective returns must have the Avaya RMA number clearly marked on the shipping container and packaging list. Customers may need to provide additional import / export documentation where applicable. Material must be in repairable condition and use industry-standard material handling processes, including the use of Electrostatic Discharge or ESD preventative measures and the re-use of protective packaging provided by Avaya.

If customer is unable to return any replaced part within 30 calendar days, they are required to contact their in region Avaya recovery team to negotiate an alternative return date. If Avaya does not receive the returned part within 30 calendar days, the returned part does not match the part replaced by Avaya or if the returned part does not match Avaya's registration record, the customer may need to provide a new Purchase Order number to Avaya's asset recovery team to facilitate the billing of product not returned, at the applicable list price for the non-returned part.

After 30 calendar days, no credits or refunds will be issued by Avaya if defective part is returned to the designated repair facility. Additionally, parts returned after 30 days will become property of Avaya, and will not be returned to customer.

Failure to return defective parts may result in the suspension of future advanced parts replacement service delivery from Avaya.

Certificate Of Completion

Envelope Id: B6152F0B8593483E9343780561BA36BD	Status: Completed
Subject: Please DocuSign: Avaya Response to NCPA.pdf	
Project Name:	
Source Envelope:	
Document Pages: 115	Signatures: 1
Certificate Pages: 1	Intas: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamp: Enabled	Janet Worste
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	350 Mt. Kemble Avenue
	Morristown, NJ 95054-1233
	jworste@avaya.com
	IP Address: 165.225.8.85

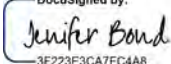
Record Tracking

Status: Original	Holder: Janet Worste	Location: DocuSign
12/11/2020 1:42:05 PM	jworste@avaya.com	

Signer Events

Jennifer Bond
 jenniferbond@avaya.com
 ASL
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 3F223E3CA7FC4A8...
 Signature Adopt on: Pre-selected Style
 Using IP Address: 107.77.198.106
 Signed using mobile

Timestamp

Sent: 12/11/2020 1:45:29 PM
 Viewed: 12/11/2020 2:37:39 PM
 Signed: 12/11/2020 2:38:00 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	12/11/2020 1:45:29 PM
Certificate Delivered	Security Checked	12/11/2020 2:37:39 PM
Signing Complete	Security Checked	12/11/2020 2:38:00 PM
Completed	Security Checked	12/11/2020 2:38:00 PM

Payment Events

Status

Timestamps



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Tuesday, December 8th, 2020

Avaya Inc.
ATTN: Jerry Dotson
2605 Meridian Parkway, Suite 200
Durham, NC 27713

Dear Jerry,

Region XIV Education Service Center is happy to announce that Avaya Inc. has been awarded an annual contract for Software and SaaS Solutions based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on December 31st, 2023. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Avaya Inc.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink that reads "Shane Fields".

Shane Fields
Region XIV, Executive Director



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, September 14th, 2023

**Avaya Inc.
ATTN: Jerry Dotson
2605 Meridian Parkway, Suite 200
Durham, NC 27713**

Re: Annual Renewal of NCPA contract #01-114

Dear Jerry:

Region XIV Education Service Center is happy to announce that Avaya Inc. has been awarded an annual contract renewal for Software and SaaS Solutions based on the proposal submitted to Region XIV ESC.

The contract will expire on December 31st, 2024, completing the fourth year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

DocuSigned by:
Shane Fields
8998FD6E54EE4F7...

**Shane Fields
Region XIV, Executive Director**



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

June 20, 2024

Mr. Jerry Dotson
Vice President – Government Sales
Avaya LLC
2605 Meridian Parkway, Suite 200
Durham, NC 27713

Sent via email to: dotsonj@avaya.com

Re: Renewal of Region 14 ESC Contract **#01-114, Software and SaaS Solutions**

Dear Mr. Dotson:

Region 14 Education Service Center is pleased to announce it is renewing contract **#01-114, Software and SaaS Solutions** for the period January 1, 2025 through December 31, 2025, in accordance with the contract.

If you have any questions or concerns, feel free to contact me at (325) 675-7003.

Sincerely,

DocuSigned by:
A handwritten signature in black ink that reads "Emily Jeffrey".
4FE64E70707547B...

Emily Jeffrey
Region 14, Chief Financial Officer



REQUEST FOR VENDOR CONTRACT UPDATE

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from NCPA when there is an update to the contract. No request will be officially approved without the prior written authorization from NCPA. NCPA reserves the right to accept or reject any request.

_____Avaya_____ (Vendor Name) hereby provides notice of the following

update to NCPA contract number: __01-114____ on this date __04 Dec 2023_____.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Additions
Authorized Affiliates/Dealers/Distributors/Resellers
 Deletions

Products/Services (check all that apply)

- Additions
- Deletions
- Modifications
- Pricing Update

Other Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Please amend the contract to reflect that the contracting entity is now Avaya LLC.

Prior contracting entity was Avaya Inc.

W-9 is attached in support of this request ; TIN is the same.

Avaya LLC
Vendor Name

Klara Reilly
Submitted By

Klara Reilly
Signature

04 December 2023
Date

FOR USE BY NCPA ONLY:

Sarah Vavra, SVP Public Sector Contracting

DocuSigned by:
Sarah Vavra
Signature

12/11/2023 | 9:04 AM CST
Date

From: [Reilly, Klara Brown \(Klara\)](#)
To: [Jared Walker](#); [Deborah Bushnell](#)
Subject: RE: [External]NCPA 01-114 Avaya
Date: Thursday, December 7, 2023 9:59:53 AM
Attachments: [image002.png](#)
[image009.png](#)
[image014.png](#)
[image016.png](#)

Hi,

Please see below, and let me know if you need any additional information. There is a lot of documentation on this event, but I am not sure what you need, so a summary is as follows:

Avaya Inc. filed for a pre-negotiated Chapter 11 bankruptcy on February 14, 2023. On March 22, the Bankruptcy Court confirmed Avaya's plan of reorganization, and Avaya emerged from Chapter 11 on May 1, 2023. After emergence from bankruptcy, through the restructuring plan, Avaya was no longer a publicly traded company, and Avaya Inc became Avaya LLC. The restructuring affected the company's financial position, but the EIN remains the same.

The details of this transaction are publicly available on the [Avaya Investor Relations](#) web page or on [SEC EDGAR](#). The Emergence document is <https://www.avaya.com/en/documents/form-8937-2023-emergence.pdf?t=0>



Klara Reilly
Program Mgr, Strategic Contracts

Office 703-390-8252
Mobile 703-598-9323
kbreilly@avaya.com
avaya.com



From: Jared Walker <jared.walker@omniapartners.com>
Sent: Wednesday, December 6, 2023 4:59 PM
To: Reilly, Klara Brown (Klara) <kbreilly@avaya.com>
Subject: Re: [External]NCPA 01-114 Avaya

Hi Klara,

I will still be checking my email when I am able to. You can also send to Deborah Bushnell, our contract manager: deborah.bushnell@omniapartners.com

Thanks,

Jared Walker

Director, Supplier Development

OMNIA Partners

(615) 786-1130 Office



From: Reilly, Klara Brown (Klara) <kbreilly@avaya.com>

Sent: Wednesday, December 6, 2023 3:06 PM

To: Jared Walker <jared.walker@omniapartners.com>

Subject: RE: [External]NCPA 01-114 Avaya

Hi Jared, I have a few calls and may not get this completed until tomorrow morning. With you on PTO, is there someone else I can send it to?

From: Reilly, Klara Brown (Klara)

Sent: Wednesday, December 6, 2023 3:35 PM

To: Jared Walker <jared.walker@omniapartners.com>

Subject: RE: [External]NCPA 01-114 Avaya

I do. Let me pull it together in a summary , please stand by.

From: Jared Walker <jared.walker@omniapartners.com>

Sent: Wednesday, December 6, 2023 3:18 PM

To: Reilly, Klara Brown (Klara) <kbreilly@avaya.com>

Subject: Re: [External]NCPA 01-114 Avaya

Hi Klara,

Contracting got back to me. The W9 works but they need some further documentation that outlines when the name change for Avaya took place, what the background was behind it, etc.

Would you have anything like that you could provide?

Best,

Jared Walker

Director, Supplier Development

OMNIA Partners

(615) 786-1130 Office



From: Reilly, Klara Brown (Klara) <kbreilly@avaya.com>

Sent: Wednesday, December 6, 2023 2:17 PM

To: Jared Walker <jared.walker@omniapartners.com>

Subject: RE: [External]NCPA 01-114 Avaya

Thanks so much! I do appreciate it. As you can imagine, my sales teams are eager to close their deals in December.

-KR

From: Jared Walker <jared.walker@omniapartners.com>

Sent: Wednesday, December 6, 2023 3:12 PM

To: Reilly, Klara Brown (Klara) <kbreilly@avaya.com>

Subject: Re: [External]NCPA 01-114 Avaya

Hi Klara,

I saw your call but I'm in several meetings this afternoon, so emailing to get back to you asap.

I did forward your email below to our contracts team and just followed up with them to see

where things are at. Hopefully I hear back today. I am travelling on PTO Thursday - Sunday, If I see something come through during that time, I will forward it along to you.

Thank you,

Jared Walker

Director, Supplier Development

OMNIA Partners

(615) 786-1130 Office



From: Reilly, Klara Brown (Klara) <kbreilly@avaya.com>

Sent: Monday, December 4, 2023 2:46 PM

To: Jared Walker <jared.walker@omniapartners.com>

Subject: RE: [External]NCPA 01-114 Avaya

Hi Jared,

Per our conversation on Friday, I found the last Contract Update form that I used, and completed it – hopefully that is still the correct form.

Please forward this request as appropriate, and let me know as soon as you know, whether there is any additional information required. Also, please let me know when this request has been accepted, and where I can direct customers to find it. As we spoke, Osceola County is requiring that this OMNIA contract reflects what is now on file with the State of Florida.

Thanks so much!

Klara Reilly
Program Mgr, Strategic Contracts

Phone 703-390-8252



kbreilly@avaya.com
avaya.com



From: Reilly, Klara Brown (Klara)
Sent: Thursday, November 30, 2023 11:09 AM
To: Jared Walker <jared.walker@omniapartners.com>
Subject: FW: [External]NCPA 01-114 Avaya

Hi Jared,

Please see below, per my prior note, regarding the Avaya Inc name change to Avaya LLC. We have a potential customer who is hesitant to use the contract because the name is not reflected.

Is there someone in OMNIA contracts team that can help me with this?

Thanks, Klara



Klara Reilly
Program Mgr, Strategic Contracts

Phone 703-390-8252
kbreilly@avaya.com
avaya.com



From: Kristin Garbiras <kgarbiras@onec1.com>
Sent: Thursday, November 30, 2023 11:06 AM
To: Reilly, Klara Brown (Klara) <kbreilly@avaya.com>

Cc: Don Kick <dkick@onec1.com>; Kim Carlson <kcarlson@onec1.com>

Subject: [External]NCPA 01-114 Avaya

[External Sender]

Hi Klara,

Hope all is well. We have a customer looking to procure under the NCPA 01-114 contract but has concerns with your legal name. See their response to us below. Is there an amendment that was sent to OMNIA/NCPA to notify of this change that we can share with the customer?

We cannot use the Omnia Partners 01-114 agreement. Avaya hasn't notified them of the change in their business name. The amendment reflects Avaya, Inc.; however, Avaya, Inc. has withdrawn their corporate registration, as best we can tell, and is now operating under Avaya, LLC, which is not reflected in 01-114.

KRISTIN GARBIRAS
Manager, Public Sector Contracts

518.309.6123



NOTICE: This email message and any attachments hereto may contain confidential information. Any unauthorized review, use, disclosure, or distribution of such information is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy the original message and all copies of it.

This email may contain privileged and confidential information and is meant only for the use of the specific intended addressee(s). Your receipt is not intended to waive any applicable privilege. If you believe you have received this email in error, please delete it and immediately notify the sender by separate email.

This email may contain privileged and confidential information and is meant only for the use of the specific intended addressee(s). Your receipt is not intended to waive any applicable privilege. If you believe you have received this email in error, please delete it and immediately notify the sender by separate email.

This email may contain privileged and confidential information and is meant only for the use of the specific intended addressee(s). Your receipt is not intended to waive any applicable privilege. If you believe you have received this email in error, please delete it and immediately notify the sender by separate email.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Avaya LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
350 Mount Kemble Avenue

6 City, state, and ZIP code
Morristown, NJ 07960

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

or

Employer identification number

2	2	-	3	7	1	3	4	3	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *M J Roach* Date ▶ **May 2, 2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.