SERVICE DESCRIPTION

Service Agreement Supplement

Remote Plus Parts

Version 5.0 , July 2010

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I. Introduction

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

II. Maintenance Service Coverage:

Parts Plus Remote Support, 8x5 and 24x7

Coverage includes remote telephone support, remote diagnostics, troubleshooting, problem resolution, software maintenance updates/fixes, and next-business day advance replacement of faulty or defective hardware components.

A. Product Eligibility for Coverage Under this Supplement:

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

B. Coverage Hours and Elections

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

Customer may elect either 8x5 or 24x7 coverage:

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

C. Coverage Elements:

1. Remote Maintenance Support

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

- Support does not cover customized system features or reports created by the Customer or Third Parties. Any bug fixing or system re-configuration that Avaya must perform to clear a trouble resulting from Customer's configuration changes are not included in Service Agreement coverage.

- If Avaya determines that a problem is due to the Customer's or a third party's application, then resolution and diagnostic fees may be charged at Avaya's then current Per Incident Maintenance rates.
- This coverage option does not include any on-site support. If Avaya determines on-site intervention is needed, Avaya's remote engineer will refer the trouble resolution to Customer's designated and trained on-site Maintenance representative.   Any additional troubleshooting time required of Avaya is subject to Avaya's then current Per Incident Maintenance rates.
- This coverage option does not include on-site support, and/or on-site parts replacement, and it is the Customer's responsibility to secure any critical on-site spare parts, as well as on-site technical expertise.
- SMBS Enhancement support for IP Office, Partner ACS 3.0 and above, Merlin Magix is only available with a services maintenance agreement.   On-site support is not included for Remote Administration and Subsequent On-Line Training options.   Support options include:
  - Remote Administration Coverage: Provides an unlimited number of standard software translations performed by Avaya's Remote Technical Support (RTS) group. Translations will be completed during coverage period hours applicable to Minor Failures.   Qualifying translations are listed in the applicable product documentation under the general categories of "System Administration" or "Client Responsibilities".   Includes programming for features such as: call accounting, toll restriction, etc.   Translations performed by remote access to Client's product.
  - Subsequent On-Line Training: Provides additional On-line coaching and training assistance to the customer through RTS.   This training is for all components of Avaya SMBS systems and/or adjuncts covered by Avaya's warranty or Service agreement.   System training documentation is available via fax or other electric on-line media.

2. Parts and Materials Replacement

Parts Plus Remote Support provides for advance replacement by mail of any covered part Avaya determines to be inoperative. Parts Plus Remote Support provides this support during the hours of 8:00am -5:00pm in the time zone of the covered products, Monday through Friday, excluding Avaya holidays.

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

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

3. Product Correction Updates

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

Parts Plus Remote Support Service:

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

4. Proactive IP Support

This description applies to Avaya and selected non-Avaya products and components that Avaya has designated in the applicable order or associated quote sheet to be eligible for Proactive IP Support coverage and currently supported ("Supported Products"). A current list of Supported Products includes:

- Avaya Servers: S8300, S8400, S8500, S8700 series
- Avaya Media Gateways: SCC1, MCC1, G250, G350, G600, G650, G700
- Data network elements as documented in the Master Site Grid. NOTE: Data network devices that are actively involved in transporting IP Telephony traffic originating from a supported Avaya S8XXX Server, must be included as Supported Products for monitored data network elements
- The router and/or CSU/DSU at Customer's facility used to terminate the connection between Customer's network and Avaya must be included as a Supported Product.

All Avaya Media Gateways connected to an Avaya S8XXX Server must be included as a Supported Product. Avaya Media Gateways located outside of the US but connected to US-based Servers will be covered by the services described in this section of the document.

Implementation
Implementation begins on the Effective Date and ends prior to the Service Assumption Date. Service Assumption will begin sixty (60) calendar days after the Effective Date.   Avaya will develop a Service Implementation Plan (SIP) outlining the timeline of the relevant tasks to be performed by both Customer and Avaya. The Service Assumption date is dependent on the completion of items in the SIP that provide for monitoring of the Avaya S8XXX Server and associated Media Gateways.   Services described in this document for the data devices will be provided subject to receipt by Avaya of the required Customer information as outlined in the SIP.

Avaya will work with Customer to develop a comprehensive, up-to-date inventory ("Master Site Grid") of the products by site for which Avaya will provide the services described in this document ("Supported Products). Inclusion of data devices on the Master Site Grid will require the receipt by Avaya of the required Customer information as outlined in the SIP.   If any additional Supported Products or lists of locations covered under the Agreement ("Supported Sites"), are added to the Master Site Grid, the changes will be approved and processed as described in the SIP.

Depending upon network design, Avaya will install, at Customer's site or within Avaya Data Center, Avaya-

owned equipment to allow Avaya to monitor and correlate events of the Supported Products within this document. Customer may choose to place a firewall between the Avaya-owned device and their network, provided Avaya is able to interrogate and receive events and alarms for all IP endpoints, and into all Supported Products. Customer maintains control of firewall access lists and policy. Customer thereby retains control over Avaya's access to the managed and/or monitored devices. Customer will provide connectivity via VPN or frame relay between Customer's network and Avaya, or Avaya will purchase a frame relay connection for Customer for an additional fee. Avaya-owned equipment must be returned to Avaya upon expiration or termination of services in working order. Title to such equipment remains with Avaya at all times.

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

 Avaya and Customer agree that the Supported Products installed within the Customer's environment may differ from the initial Master Site Grid supplied to Avaya, and agree to implement a Network Discovery process to properly reflect the actual data. In the event that the actual inventory differs from the initial Master Site Grid, Avaya may adjust charges to reflect the actual data. Data collected in the Network Discovery process includes, but is not limited to, the actual number of: sites, Supported Product inventory, software versions, and number of Equipped TDM Ports, Administered IP Ports, data devices and type of stations.

Monitoring of Supported Products
For Monitoring Services, Avaya will perform 24x7 SNMP, intelligent agent monitoring of alarms for the Supported Products, polling and syslog monitoring. Avaya will also detect failures and fault conditions for the Supported Products and correlate events within the Customer's network utilizing Avaya's proprietary tools.

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

Access
Avaya will provide a designated telephone number for Customer to call regarding all operational support and accountability for Proactive IP Support services described in this document. The Service Desk will be staffed with English-language personnel and will be answered 24 hours per day, 7 days a week, and 365 days per year. Avaya will also provide Customer with access to a proprietary web portal which will provide trouble summary reports, trouble tickets, contact information and contract details.

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

Avaya will provide Customer with a designated Proactive IP Support team to coordinate trouble resolution activity on Customer's Avaya Server/Media Gateway/terminal/adjuncts at locations covered by Proactive IP Support, across all Avaya support organizations and platforms.   SPOC response objectives, hours of coverage and major failure definitions are defined in Customer's Avaya Maintenance Agreement.

If Customer has purchased Enhanced Remote Services SPOC or has Remote Managed Services for Traditional Telephony for other locations, this SPOC will act as the SPOC for all covered locations.

Major Troubles

Customer will be notified of all major troubles which are not automatically cleared by Avaya EXPERT Systems^{SM} Diagnostic Tools. Major troubles are defined in Customer's Avaya Maintenance Agreement.

For major troubles, Avaya will:
- Work with Customer to determine the most effective way to handle each major trouble.
- Follow special handling instructions that have been mutually agreed upon by Customer and Avaya.
- Notify Customer upon receipt of major troubles not otherwise cleared.
- Monitor tickets to ensure timely progress and provide regular updates to Customer. Updates will include:
    - Remote diagnostics completion
    - Trouble dispatch
    - Technical   escalation
    - Equipment to be ordered
    - Remote commitment time to be changed o
    Remote commitment missed
    - Remote closure

Minor Troubles

SPOC includes case management or proactive notification of minor troubles as defined in Customer's Avaya Maintenance Agreement. Customer status updates for minor troubles will be based on status changes to the event rather than time intervals.

For minor troubles, Avaya will:
- Follow special handling instructions that have been mutually agreed upon by Customer and Avaya.
- Provide Customer with updates on status changes. Additionally, assistance can be provided in finding trouble status at the Avaya web site.
- Notify Customer of minor DS1 Alarms not cleared by EXPERT Systems^{SM} Diagnostic Tools or the switch and provide updates to Customer. Updates will include information on:
    - Dispatch
        - Escalation
        - Closure

As part of SPOC, Avaya will also perform the following activities:
- Coordinate and case manage Avaya Labs modification requests (Tier IV).
- Conduct remote seasonal clock changes twice per year for Supported Products. (On-site dispatch is not included.)

5. Power Surge Protection

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

To qualify for equipment replacement, at the time of the power surge or lightening strike, Customer must have properly protected equipment that complies with:
- Product manual installation requirements,
- Product manual electrical protection requirements
- The National Electrical Code standards,
- Applicable local electrical code standards, and
- Any Applicable site requirements to protect against power surges.

Customer must provide additional protection as follows:
- All power feeds for the switching products and ancillary equipment must be protected by a properly installed protection device (AC protector, line protector)

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

The policy does not include coverage for:
- Damage to data, VPN or video products
- Loss or corruption of data records
- Damage from lightning strikes which indirectly cause damage to the voice hardware products (e.g. lightning causes a fire - the fire then damages/destroys the switch)
- "Acts of God" as defined in the Customer Agreement
Note - UPS (Uninterruptible Power System) is not a substitute for protection devices

D. Response Intervals

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

- Interval is measured from the time the Avaya Services Center technician determines the appropriate faulty part/device to be replaced (or Customer provides the technician with the faulty model number/description), to the actual time Customer receives and signs a receipt for the replacement part/device.
- Minor Failures – Within eight (8) business hours. work will only be performed during the normal Business Day, 8:00 a.m. to 5:00 p.m. in the time zone of the covered products.

E. Security

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

F. Maintenance Software Logins and Permissions

Avaya's Service Agreement coverage includes limited right-to-use of DEFINITY®/Communication Manager Maintenance Software Permissions (MSP's), for Customers who wish to participate in clearing minor alarms on their equipment and routine administrative tasks.   MSPs allow the Customer access to certain maintenance capabilities to perform low level/minor maintenance tasks.   MSP's are Avaya proprietary information and are

not transferable or assignable to a service provider or any third party. For Communication Manager 4.0 and all prior Communication Manager/ DEFINITY® systems upon expiration or prior to termination of Customer's Service Agreement or MSP Permission License, Customer will provide Avaya prompt access to the applicable products to de-activate the MSPs.

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

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

G. Definition of Major/Minor Failures

Definitions for Software

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

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

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

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

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

Definitions Hardware

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

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

Major Failure   Twenty-five percent (25%) or more of the trunks and/or stations supported by the Avaya

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

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

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

Alarm Conditions

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

* SUN is a trademark of Sun Microsystems, Inc.

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

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

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

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

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

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

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

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

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

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

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

Octel Message Servers, Supported Non-Avaya Voice Mail and Associated Hardware and Software:
Major Failure   Message Server - Unscheduled total system outage and failure to reboot for any reason;

Inability to access the system through the System Manager Terminal (SMT), if applicable; inability to access the system through 25% or more of all ports; interoperability of one or more of the disk drives that store message or data; loss of system integration; continual system restarts; inability of system to collect Call Detail Records (CDR   ) data, if applicable; message waiting not functioning system wide; installed networking not functioning.

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

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

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

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

Meeting Exchange Conference Products:

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

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

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

Data and Avaya Supported Servers:

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

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

Product Correction Notices (PCNs):

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

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

III. Permissive Use and Demarcation

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

IV. Extended Services Support

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

Extended Services Support will continue to provide the same Full Coverage Maintenance Services described in this document, with the following exceptions.   At the end of manufacturer support, Tier IV R&D product developer support and going-forward maintenance Updates (e.g., Product Change Notices ("PCN's"), "bug fixes," interoperability/usability solutions) are no longer provided by the manufacturer. Therefore, certain complex faults or functionality issues may not be resolvable without the Customer upgrading the system to a version currently supported by the manufacturer at the customer's expense. In addition, as replacement parts are manufacture discontinued, some products or components may become increasingly scarce or require replacement with substitute parts. This may result in delays in response or repair intervals, may require upgrades to other components or the entire product itself replaced with manufacturer supported technology at customer's expense in order to ensure compatibility and preserve Supported Product functionality. As a result of these affects, Service Level Agreements will no longer apply.

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

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

V.   Dedicated Access

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

VI.   Certification

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

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

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

Avaya, an authorized Avaya BusinessPartner, or for non-Avaya products, a manufacturer or manufacturer-authorized service provider did not install equipment not classified as "customer installable."

Avaya, an authorized Avaya BusinessPartner, or for non-Avaya products, a manufacturer or manufacturer-authorized service provider previously installed the equipment and Avaya service coverage has lapsed for more than ninety (90) days.

Equipment not classified as "customer installable" is not installed or moved by Avaya or an authorized BusinessPartner to a new site. If you have an INADS line, you must also re-register the line at its new location.

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

VII. Customer Responsibilities

Maintenance Coverage Parts plus Remote Support
- Contact the Avaya Support Center for replacement of faulty component/device before 7:00 pm eastern standard time (6:00 p.m. central time, 5:00 p.m. mountain time or 4:00 p.m. Pacific time).   If the call is completed after those times, the part will be shipped to arrive within 2 business days.   Note: Next-Business-Day coverage does not include Avaya holidays.
- Receive the replacement part/device
- Replace the field-replaceable hardware part/device. If the Customer requires on-site assistance from a field technician, the services will be provided and billed at the current labor (time) rates.
- Ship the faulty device to be received by Avaya within five business days of receipt of replacement device, using industry-standard material handling processes (including the use of Electrostatic Discharge or ESD preventative measures and protective packaging provided by Avaya for products being returned prepaid to Avaya) and the return procedures provided. (The Customer can also ship the faulty device through a Logistics Service Provider if applicable, may vary by geographical locations.).

Proactive IP Support, RMS IPT and SRM Customer Responsibilities
The following customer responsibilities apply when the customer has purchased one of the before-mentioned offers.

- For Avaya Media Gateways located outside of the US but connected to a US-based Server, Customer must have a maintenance agreement through either Avaya or an Avaya Authorized BusinessPartner.
- Keep Supported Products at the current Major Release of Avaya Software or maintained to within one Major Release in order to get Avaya Product House support on issues such as PCN's. Products not kept at current Major Release or within one Major Release will be treated under the terms of Extended Support.
- Provide full and timely access to Supported Products upon request by Avaya, and such access shall be available in any period during which a work request remains open.
- Designate an individual with thorough understanding and authorization to make binding decisions on Customer's behalf as single point of contact (SPOC) for Avaya.
- Provide all information and materials requested by Avaya to implement and deliver the services stipulated within this SAS, including but not limited to:
  - o   Supported Product information including product IP addresses, o Site contact information,
  - o Network discovery information,
  - o Circuit information   (e.g., subnet mask, gateway, machine names, and modem numbers) including network diagrams.
- Ensure corporate security reviews and approves planned remote network access architecture. If applicable, Customer is responsible for ensuring required internal change control or security review processes are approved before installation date.

- Verify and arrange for installation of all applicable network connections.
- Provide a VPN connection for the SIG to allow Avaya to interrogate and receive events and alarms for all Supported Products.
- If network design dictates, provide a VPN device to be configured at Customer's location to allow Avaya to perform the services described in this SAS. The Avaya-preferred VPN endpoint is a Juniper NetScreen VPN/Firewall appliance (ScreenOS 5.3 or better).   Commencement of the delivery of services will not begin until Avaya deems this Customer activity complete. Avaya shall not be responsible for the delivery of these services without this connectivity.
- If network design dictates, provide an out of band access (1 Measured Business line (MB)) for backup purposes.
- When installed on Customer's site, take necessary precautions for the security of Avaya-owned equipment, including hardware and software components, used to deliver services covered by this SAS. Customer shall restrict access to Avaya-owned equipment to properly authorized personnel and shall remain responsible for the risk of loss of the equipment while on Customer premises.
- Distribute and safeguard digital certificates which provide access to Customer's web portal.   Notify Avaya if a digital certificate is compromised so that Avaya can resolve the digital certificate and issue a new one.
- Ensure the web portal is updated with current and correct contact information.
- Provide own level 1 helpline support to answer Customer employee's questions and problems for the Supported Products, and will be sufficiently trained to answer these. Only then will nominated Customer coordinators contact Avaya for services described in this SAS.
- Prevent delays and ensure that all of the foregoing roles or responsibilities are performed, or the Service Assumption Date may be delayed without penalty to Avaya. If, due to such failure or delay on the part of Customer, the Service Assumption Date does not occur within thirty (30) days after the date specified in the Implementation Plan, Avaya may begin invoicing Customer (and Customer shall begin to pay Avaya) for both recurring and non-recurring charges.
- Excuse Avaya from failure to achieve Avaya's service level objectives that result from Customer's failure to meet these preceding requirements.

VIII. Additional Benefits/Tools

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

- HealthCheck- (Hardware support offers only) Proactively checking you System's Health. HealthCheck will identify misadministration and provide an easy to understand report that will enable you to make changes to your system to improve your systems reliability and performance.   This is available on many of Avaya's applications and hardware and will provide detailed information along with recommendations for administration changes if any are discovered.   Requesting a HealthCheck Report: http://support.avaya.com, login using your SSO login and click on the HealthCheck link located under "Related Links" on the support landing page.

- Case Status Alerts-Provides customers and channel partners the ability to sign up to receive proactive notifications with up-to-date stats information on trouble tickets and service requests related to your communication solutions.   Alerts will be sent via email and other test enable communication devises at no additional cost.   To sign up for Case Status Alerts, you will need to have a Single Sign On (SSO) User ID. Your SSO User ID must be associated with the Sold-To Locations in which you wish to receive Case Status Alerts. You can view/add/change Sold To number associations at http://support.avaya.com> Sold To Administration. If the Sold To number is already "owned" by another User ID, you should ask that person to add you as a "user".

- InSight Knowledge Management Technical Guide- The Avaya InSite Knowledge Management   search engine will provide powerful new search capabilities and access to the Avaya knowledge base used by Avaya Global Service Delivery engineers. This tool provides Discussion Forums with Subject matter experts, Resolution Wizards to provide clarity in understanding problems to expedite trouble resolution, and Improved search capabilities. To access Avaya Knowledge Base, Services Customers and Authorized BusinessPartners go to http://support.avaya.com , enter your SSO login and a valid Sold-To/Functional Location number.

IX. Glossary

Terms	Definition
Major Release	A major change to the Software that introduces new optional features and functionality. Major Releases are typically designated as a change in the digit(s) to the left of the first decimal point (e.g. [n].y.z)
Minor Release	A change to the Software that introduces a limited amount of new optional features and functionality. Minor Releases are typically designated as a change in the digit to the right of the first decimal point (e.g. n.[y].z)
Update	Changes in the Software that typically provide maintenance correction only. An Update is typically designated as a change in the digit to the right of the second decimal point (e.g. n.y.[z]), representing a re-release of the corrected Software version, or an issue(s)-specific correction provided in the form of a patch, super patch, service pack, maintenance release, bug fix, etc.
Unauthorized Service Provider	Any 3rd party that is not an Avaya Authorized BusinessPartner.

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

Customer: Means, as the context requires, any of the following: an end user customer, Reseller, Value Added Reseller, Distributor, Systems Integrator or Service Provider purchasing support services directly from Avaya for the Supported Products.

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