

AVAYA INC.

Service Agreement Supplement

Full Maintenance Coverage

Service Description

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This document describes the scope, features, and associated policies of the “Full Coverage” Service Agreement Supplement. This description is valid in all United States and Canadian locations.

This supplement supersedes all prior descriptions or contract supplements relating to the services described here. It is an attachment to the Customer Agreement, General Conditions of Sale and License or General Conditions of Maintenance and Managed Services and is governed by the terms and conditions therein. In the event of a conflict between this Service Agreement Supplement and the terms and conditions of the Customer Agreement, the Customer Agreement shall control.

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I. Maintenance Service Coverage:

Full Coverage 8x5 and Full Coverage 24x7

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

A. Product Eligibility for Coverage under this Supplement:

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

B. Coverage Hours and Elections

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

Customer may elect either 8x5 or 24x7 coverage:

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

C. Coverage Elements:

1. Remote Maintenance Support

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

- ❑ Receive Customer’s request for assistance through the Avaya Services Center
 - Avaya may require only Avaya authorized Customer contacts are able to initiate requests or check on their status and Avaya may limit the number of authorized contacts.
 - Customer may report/log a request via the method of their choice: toll-free telephone number, facsimile request, or Avaya’s <http://avaya.com/support> website (or other website designated by Avaya).
- ❑ Troubleshoot and resolve product related problems via telephone or remote dial-in connection. Avaya will analyze the system malfunction, if applicable, or remotely access the system to verify existence of the problem and conditions under which it exists or recurs.
- ❑ Answer Customer questions regarding product problems.
- ❑ Provide recommendations for Software Updates and Service Packs to clear faults. In most circumstances and at Avaya’s sole discretion, upgrades to the latest Minor Release or Update version of a product will be required before application of an applicable Patch or Service Pack in order to address a problem.
- ❑ Commence remedial maintenance service activities, including software maintenance (bug) fixes, product documentation and Update releases.
- ❑ Respond to, diagnose, and clear system-generated major alarms received via Avaya EXPERT SystemsSM Diagnostic Tools (on Avaya products that support that functionality).
 - Any problem that cannot be automatically cleared by Avaya EXPERT SystemsSM Diagnostic Tools will be responded to according to response intervals.
- ❑ Isolate or determine the source of problems or anomalies that are the result of installation or configuration errors, as long as the configuration errors are specific to an Avaya Software Product. Support is limited to unaltered versions of the software that are supported by Avaya, and to problems that are reproducible in that version of the software.
- ❑ Identify inconsistencies or errors in Avaya Software Product documentation.
- ❑ Identify appropriate resources to assist with activities or Customer requests falling outside of Avaya Software Support. Note that these additional resources may be billable and/or may be resources outside of Avaya.

- Both 8x5 and 24x7 Coverage options include 24x7 access to remote maintenance assistance, documentation, and other information via web-enabled case-based reasoning tools on "http://avaya.com/support" (or other website designated by Avaya).
- Provide Helpline support which includes:
 - Answering general usability or software application-specific questions: General usability issues are defined as, but not limited to; non-programming issues, and includes general information around the functionality of a product. Usability information can be provided without knowing the specific programming and configuration details of the Customer's system. This general support does not include consultation on appropriate methods and procedures for the Customer's environment nor does it include custom programming. On-going system administration is the Customer's responsibility.
 - Providing advice, which includes directing the Customer to sections of the documentation that may answer a question, clarifying the documentation or recommending possible training courses.
 - Working with trained individuals from the Customer to enhance understanding of the use and features of Avaya supported Products.
 - Helpline support is limited to Business Hours. Helpline requests provided outside of coverage hours (after 5:00 PM) are subject to availability, and will be quoted and billed at Avaya's then current Per Incident Maintenance rates. Helpline support is limited to the Customer's Authorized Systems Managers only.
- Support does not cover customized system features or reports created by the Customer or Third Parties. Any bug fixing or system re-configuration that Avaya must perform to clear a trouble resulting from Customer's configuration changes are not included in Service Agreement coverage.
- If Avaya determines that a problem is due to the Customer's or a third party's application, then resolution and diagnostic fees may be charged at Avaya's then current Per Incident Maintenance rates.
- If "IP Basic" coverage option is selected, helpline services and all troubleshooting support not directly attributable to a fault in covered Products or Software will be billable at Avaya's then current Per Incident Maintenance rates.
- SMBS Enhancement support for IP Office, Partner ACS 3.0 and above, Merlin Magix is only available with a Post Warranty Maintenance (PWM) 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.
 - **Wire Maintenance Coverage for Structured Cable (Inside Wire) and Exclusions:** Provides support for horizontal cabling, single customer riser cables (not part of building riser cable), connecting blocks, wall jacks, cross-connect fields, patch panels, repeaters and Avaya standard repair products. This option does not cover black cable (inter-building -OSP), riser cables used for multiple customers, fiber optic cabling, network facilities (poles, conduits, local access trunks and lines, non-Avaya supplied surge protectors, lightning arrestors/protectors, exterior wire, non-Avaya product cabling (e.g. alarm systems, building automation, security systems, card readers, etc.). Coverage also does not cover Force Majeure (floods, earthquakes, tornadoes, avalanches, mud slides, etc.), major externally caused damage (e.g. fires, pipe bursts, etc.), major unintentional damage (e.g. contractors cut cables, etc.), non-Avaya contractor use of improperly spliced wires and problems requiring non-standard tools to repair (e.g. elevator shafts, need for fork lifts, etc.).

2. On-site Maintenance Support

- If a fault cannot be resolved remotely, and Avaya determines on-site intervention is required to do so, 8x5 coverage provides the dispatch of Avaya's field technical resources 8:00am to 5:00pm in the time zone of the covered products, excluding Avaya holidays, including engineering support. 24x7 coverage extends this support to all Major Failures twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.
- Exclusions and Limitations:
 - Additional charges will apply if an Avaya field technician is requested by the Customer to:
 - Wait one (1) or more hours after arriving on-site for equipment to become available for servicing;
 - Remain on-site after resolution of a problem in the covered Products;
 - Remain on-site outside of coverage hours;
 - Provide Standby Service. For example, requesting field technicians to be present on the Customer's premises during electrical power shutdowns, disaster recovery tests, or special events.
 - Perform moves, changes, or other activities not covered under the scope of the selected coverage options
 - Perform any support on Products not covered by this Agreement.
 - All support (Remote, on-site and parts replacement) of terminals is excluded if the Customer selects Switch-Only Coverage option.
 - On-site support of terminals is limited to functional locations. Individual terminals located in remote offices or personal residences must be brought to a functional location for on-site support or a replacement part can be mailed directly to the remote location.
 - On-site support is not available for Spectralink terminals and associated accessories. Replacement parts will be mailed directly to the Customer.

3. Parts and Materials Replacement

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

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

Avaya-licensed Software:

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

4. Product Correction Updates

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

Standard Full Coverage Service:

- ❑ Avaya will issue Product Correction Notices (PCN), Service Packs and Software and firmware Updates.
- ❑ PCNs will be issued as technician, remote or Customer installable and with a classification of either 1, 2 or 3 depending on the product, level of severity and complexity of the Update.
- ❑ Full Maintenance Coverage includes installation for remote and technician installable Product Correction Updates at no charge during Standard Business Hours. Full Maintenance Coverage 24x7 also includes support outside of Standard Business Hours for remote and technician installable PCNs that have been deemed by Avaya as Major Failures. All other support outside of Standard Business Hours is billable at Avaya's then current Per Incident Maintenance rates, unless specifically provided for in the PCN.
- ❑ There may be cases where a Product Correction Update may require a system hardware upgrade to comply with current manufacturer's specifications. Such hardware upgrades are not provided as part of Full Maintenance Coverage. Avaya will provide Customer with a cost estimate prior to providing any chargeable hardware upgrades.
- ❑ In most circumstances and at Avaya's sole discretion, upgrades to the latest Minor Release or Update version of a product will be required before application of an applicable Patch or Service Pack in order to address a problem.
- ❑ Customer installable Product Correction Updates are the responsibility of Customer. Upon Customer's request, Avaya will perform the installation at Avaya's then current Per Incident Maintenance rates. Remote help line support is available during Standard Business Hours. Full Maintenance Coverage 24x7 includes remote help line support outside of Standard Business Hours for Customer installable Product Correction Updates that have been deemed by Avaya as Major Failures. All other support outside of Standard Business Hours is billable at Avaya's then current Per Incident Maintenance rates.
- ❑ For certain Avaya designated Software applications, Customer will be entitled to receive Software Minor and Major Releases as well as Updates under Full Maintenance Coverage. Eligible Products will be designated on the applicable order or associated quote sheet as being entitled to "Full Coverage Plus Software Upgrade." The upgrades that will be provided may include new Software features and functionality, provided however, Customer will not be entitled to receive upgrades to optional features or functionality that Customer did not previously license and which Avaya licenses as separate Products. Any upgrades that are provided to eligible Products will be provided under the same provisions applicable for Updates as set forth herein.
- ❑ For Software applications designated by Avaya as eligible for "Full Coverage Plus Software Upgrades," Customer must provide a test or lab environment for verification of Updates, Minor Releases, and Major Releases before being moved into a production environment.

- ❑ For Software applications entitled to “Full Coverage Plus Software Upgrades” coverage, if Customer terminates coverage, or coverage was never previously purchased and Customer wishes to initiate Full Coverage, a reinstatement/late initiation fee will be assessed. The fee will be equal to the coverage fees for the period(s) in which the Software was not under Full Coverage, plus twenty-five percent (25%) of such amount.

Product Correction Support Coverage

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

Limitations and Exclusions

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

5. 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 SAS.

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 SAS 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 SAS (“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 list 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 SAS. 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 IPT Platform and Data Network

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 SAS. 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.

Customer Responsibilities

- ❑ Keep Supported Products at the current Major Release of Avaya Communication Manager Software or maintained to within one Major Release.
- ❑ Avaya Media Gateways located outside of the US but connected to a US-based Server must be covered by a maintenance agreement through either Avaya or an Avaya Authorized BusinessPartner.
- ❑ 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.
- ❑ 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.
- ❑ 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.
- ❑ 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). If Customer does not use NetScreen products and prefers to have the improved stability of brand matched hardware on both ends, Avaya will provide and jointly manage a suitable NetScreen appliance to terminate the VPN tunnel for an additional fee. (Customer must provide technical support for the physical eyes and

hands work required to complete the connection at their location.) 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.
- ❑ Provide own level 1 helpline support to answer Customer employee's questions and problems for the Supported Products and be sufficiently trained to answer these. Only then will nominated Customer coordinators contact Avaya for services described in this SAS.

6. Power Surge Protection

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

To qualify for equipment replacement, at the time of the power surge or 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 (power surge protection)

Customer must provide additional protection as follows:

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

The policy does not include coverage for:

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

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

D. Response Intervals

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

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

- Minor Failures –For all other failures, response intervals are next Business Day by 5:00 p.m., provided the work will be performed during the normal Business Day, 8:00 a.m. to 5:00 p.m. in the time zone of the covered products, Monday through Friday.

E. Definition of Major/Minor Failures

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.

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

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

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

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

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

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.

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.

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

Data and Avaya Supported Servers:

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

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

Product Correction Notices (PCNs):

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

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

F. Security

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

G. Certification

Certification allows for the inspection of Avaya hardware products and Avaya-supported products in order to ensure that they meet all Avaya environmental and technical specifications prior to issuing a Service Agreement or adding equipment to Service Agreement.

Customer must notify Avaya when it moves or installs systems 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. Avaya may, at its option, inspect products prior to the contract commencement date or commencement of services for any added products to determine whether such products meet the manufacturer's applicable technical and environmental specifications. The cost of the inspection may be charged to the Customer at Avaya's then current Per Incident Maintenance rates.

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

- ❑ Avaya, an authorized Avaya BusinessPartner, or for non-Avaya products, a manufacture or manufacture-authorized service provider did not install equipment not classified as customer installable.
- ❑ Avaya, an authorized Avaya BusinessPartner, or for non-Avaya products, a manufacture or manufacture-authorized service provider previously installed the equipment and the warranty or service agreement had lapsed for more than ninety (90) days.

- ❑ Equipment not classified as customer installable is installed or moved by Customer to a new site.

Avaya does not guarantee that products subject to certification will be certified.

H. Maintenance Software Permissions and Logins

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

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

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

I. Dedicated Access

Customer must install or arrange for the installation of a dedicated Remote Access methodology for those appropriate systems/devices no later than the delivery date of the Avaya installed equipment or prior to the commencement of service. Remote access is made possible over a traditional dial up connection such as a 1FB or POTS line for modem equipped products, network connectivity over a LAN/WAN connection, or VPN access over the internet. The line number or IP address must be provided to Avaya as soon as it is available. Dedicated access for an IP Office system will be accomplished by using the remote controlled software program called PC Anywhere. If PC Anywhere is not provided, a customer funded WebEx session may be used in its place.

These connection options must remain available and dedicated to provide remote access on a 24x7 hour basis or there may be degradation to the service and support customer receives from Avaya. Avaya may determine that in certain circumstances IP Office, Merlin or Partner Systems may require remote access via an auto attendant necessitating the assistance of an operator or contacting customer to enable access. These are the only exceptions to un-assisted mandatory remote access.

In the event the required dedicated access is not provided as described above, the customer will be charged per Incident rates for their support during this time.

J. Preventive Maintenance for DEFINITY Products

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

K. Extended Support

Avaya may discontinue or limit the scope of Maintenance 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 Maintenance Services for manufacturer End of Support Products will be under the terms of "Extended Support."

Extended Support will continue to provide the same Full Coverage Maintenance Services described in this Supplement, 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.

L. Other Definitions

- 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.