

AVAYA INC.

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# **Service Agreement Supplement**

Remote Managed Services

for IP Telephony - Enhanced

Service Description

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# Table of Contents

<b>I. REMOTE MANAGED SERVICES FOR IP TELEPHONY: ENHANCED .....</b>	<b>2</b>
A. PRODUCT ELIGIBILITY FOR COVERAGE UNDER THIS SUPPLEMENT .....	2
B. COVERAGE HOURS AND ELECTIONS.....	2
C. COVERAGE ELEMENTS: .....	2
1. <i>Implement the Solution</i> .....	2
2. <i>Agency</i> .....	2
3. <i>Fault Management of IPT Platform and Data Network</i> .....	3
4. <i>Performance Management</i> .....	3
5. <i>Remote Complex Moves, Adds, and Changes (MACs)</i> .....	3
6. <i>Remote Simple Moves, Adds, and Changes (MACs)</i> .....	4
7. <i>Technical Consulting</i> .....	4
D. PRICING ASSUMPTIONS .....	5
E. CUSTOMER RESPONSIBILITIES .....	5
F. CANCELLATION/TERMINATION.....	5

This document describes the scope, features, and associated policies of the “Remote Managed Services for IP Telephony - Enhanced” Service Agreement Supplement (SAS). This description is valid in all United States locations.

This supplement supersedes all prior descriptions or contract supplements relating to the services described here. It is an attachment to the Customer Agreement/Channel Service Agreement and is governed by the terms and conditions therein. In the event of a conflict between this SAS and the terms and conditions of the Agreement, the Agreement shall control.

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# I. Remote Managed Services for IP Telephony: Enhanced

*This offer is available for Customers with a current Agreement for Maintenance Services (Remote Only, Parts Plus Remote and Full Coverage) with Proactive IP Support during the term of the Agreement.*

## A. Product Eligibility for Coverage under this Supplement

Avaya Maintenance with Proactive IP Support is a prerequisite to Remote Managed Services for IP Telephony (RMSIPT). Product Eligibility is included in the Avaya Maintenance Service Agreement Supplement. All Avaya Media Gateways connected to an Avaya 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 Supplement.

## B. Coverage Hours and Elections

Standard Business Hours are 8:00 AM and 5:00 PM local site time, Monday-Friday, excluding Avaya-observed holidays. Requests for work performed outside Standard Business Hours may be accommodated at Avaya's option and will be subject to Avaya's then current Per Incident Maintenance rates.

## C. Coverage Elements:

*The following Coverage Elements apply to RMS IPT Enhanced. These are provided in addition to the Coverage Elements for Avaya Maintenance with Proactive IP Support.*

### 1. Implement the Solution

As part of implementing the solution, Avaya will:

- Develop an implementation plan including timeline of relevant Customer and Avaya tasks.
- Work with Customer to develop a Service Information Package (SIP) outlining business interface processes of both Avaya and Customer, including notification and escalation procedures for event reporting.
- Work with Customer to define the date service will begin ("Service Assumption Date"). Avaya will use reasonable endeavors for Service Assumption to begin within thirty (30) calendar days of the Agreement Date. Implementation is dependent on the completion of all items in the project plan and all Customer Responsibilities (see Section E). Avaya and Customer may mutually agree to change the Service Assumption Date, and Avaya will update the Service Information Package to reflect the new Service Assumption Date.
- Complete implementation prior to the Service Assumption Date.
- Align the Service Assumption date of RMS IPT Enhanced with Proactive IP Support in the event Proactive IP Support is not fully implemented.

### 2. Agency

*Agency is an optional Coverage Element available at an additional charge.*

To the extent that Avaya will provide Agency, the following will apply:

- Avaya will provide Customer with a point of contact for PSTN circuit network trouble isolation, referral, cooperative testing and case management related to:
  - o Local Exchange Companies (LEC)
  - o Inter Exchange Carriers (IXCs)
  - o Vendors of network interface equipment (Channel Service Units, T1 Cabling, and Multiplexers) for lines that terminate in Customer's Avaya Linux based CM servers
- Avaya will provide Customer with:
  - o The vendor ticket number and commit date and time.
  - o Verification of network connectivity (Avaya will provide ping to first point on data network).
- Service will be provided per the coverage hours of the Customer's Avaya Maintenance Agreement.
- For Avaya Media Gateways located outside of the US but connected to US-based Servers, Customer must provide a circuit mapping to Avaya. The service provider must accept a Letter of Agency and be willing to conduct business in English.
- The following facilities or services are **excluded** from this offer:
  - o Maintenance referrals of LAN/WAN Network issues. LAN/WAN Network issues are the responsibility of the Customer.
  - o Provisioning of facilities.

- Referral or case management of troubles associated with central office facilities that are directly connected to telephone answering companies, alarm service companies, ATM's, or non-Avaya switching or key systems and associated facilities.
- Fax machines, modems and answering machines and associated facilities.

### 3. Fault Management of IPT Platform and Data Network

- ❑ Avaya will register a ticket for service effecting reported faults on Avaya maintained Supported Products.
- ❑ For events isolated to an Avaya S8XXX Server/Media Gateway covered under a direct Avaya Maintenance Agreement, Avaya will case manage resolution of events. For events isolated to an Avaya S8XXX 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.
- ❑ Avaya will notify Customer for isolation and resolution of the issue if the alarm is related to the data network and/or the external carrier network.
- ❑ Avaya will initiate fault diagnostics by validating events via dial up or network connection.
- ❑ Avaya will analyze the system malfunction if the alarm is related to an Avaya S8XXX Server/Media Gateway.
- ❑ For Avaya IPT Platform Supported Products, Avaya will:
  - Test, analyze, and isolate the problem.
  - Not perform disruptive testing unless coordinated with and agreed to by Customer.
  - Dispatch technical resources under the terms and conditions of Customer's Avaya Maintenance Agreement if a fault cannot be resolved remotely, and Avaya determines on-site support is required.
  - Inform Customer's identified point of contact of events and progress made toward resolution.
  - Continue to own coordination of activities until final completion.
  - Provide status change updates per customer's availability, and hourly updates of service outage events.
  - Execute diagnostic tests of voice platform upon resolution to verify network operation.
  - Notify Customer of the resolution close the open trouble ticket.
- ❑ Fault Management including remote and on-site support services does not include the provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to products.
- ❑ For off-board alarming if Agency is provided, Avaya will:
  - Proactively monitor DS1 off-board alarms associated with network facilities.
  - Refer the trouble to Customer's network/facility vendor if Avaya cannot clear the alarm.
  - Manage the trouble resolution.
- ❑ For off-board alarming if Agency is not provided:
  - Customer can elect to have Avaya provide off-board alarming notifications only. This option does not include alarm troubleshooting or resolution.
  - Although Avaya support team notifies Customer when an off-board alarm is received, Customer must clear the alarm and notify Avaya for alarm ticket closure. This arrangement supports Customer's desire to monitor facility-related issues.

### 4. Performance Management

- ❑ Avaya will provide reporting of network performance for Avaya IPT Platform Supported Products; including identification of trends and conditions that, if not addressed, may cause problems.
- ❑ Avaya will provide Customer with:
  - Remote collection and compilation of monthly network SNMP performance data of Avaya S8XXX Servers.
  - Trouble Summary Report including number of troubles by Supported Site, average time to close a trouble ticket and resolution time.
  - Service Performance Managements Reports analyzing service level performance for the prior quarter.
- ❑ Consultation on performance data collected from the network counts towards the Technical Consulting block of hours (Section 7 Technical Consulting).

### 5. Remote Complex Moves, Adds, and Changes (MACs)

*Remote Complex MACs is an optional Coverage Element available at an additional charge.*

**To the extent that Avaya will provide Remote Complex MACs, the following will apply:**

- ❑ Remote Complex MACs are defined as remote delivery of move, add, change and delete activity for software or network components, at the system, network or application level.
- ❑ Avaya will provide remote support of MAC activity for Supported Products, at Supported Sites, upon receipt of a correctly completed, authorized service order as specified in the Service Information Package.
- ❑ Avaya will contact customer if an incorrect or incomplete service order is submitted. If required, Avaya will request Customer to resubmit the service order.

- A service order can contain multiple MAC requests. Multiple requests for a single Supported Site with the same requested due date will be considered a single service request. MAC requests for different Supported Sites for the same requested due date will be considered separate MAC requests.
- Customer is entitled to .006 hours of Remote Complex MAC activity multiplied by the number of equipped TDM and Administered IP ports that are covered for each Supported Site under the Agreement.
  - o These hours are for a 12 month period.
  - o These hours do not carry over into the following 12 months.
  - o Upon the 12 month anniversary of the Agreement, the next year's allowance will be based on the current port count. Customer requests for MAC Support once allocated entitlement has expired will be billed at Avaya's hourly rate.
- Avaya will provide MAC reports by Supported Site and MAC type, summarizing all MAC activity performed under the Agreement.
- For Avaya IPT Platform Supported Products, Avaya will provide:
  - o Centralized coordination and implementation of all network routing-related translation changes in Customer's network.
  - o Network software translation requirements for provisioning and implementation of additional network components. Call-through testing to assure the accuracy of network software translations following implementation.
  - o Remote configuration changes including remote scheduling, project management and implementation of configuration loading. Testing to verify Customer's network is operational upon completion of reconfiguration activities.
  - o This service does not include software upgrades which are covered by Customer's maintenance agreement.
- Avaya must receive the service request on or before 3:00 p.m., local Supported Site time. Service requests received after 3:00 p.m. will be time stamped for the next business day.
- Avaya will complete service requests based on a negotiated interval.
- Additional charges may apply if MAC activities require additional resources to coordinate activities.

## 6. Remote Simple Moves, Adds, and Changes (MACs)

*Remote Simple MACs is an optional Coverage Element available at an additional charge.*

**To the extent that Avaya will provide Remote Simple MACs, the following will apply:**

- Remote Simple MACs are defined as remote delivery of move, add, change and delete activity for software at the user level.
- Avaya will provide remote support of MAC activity for Supported Products, at Supported Sites, upon receipt of a correctly completed, authorized service order as specified in the Service Information Package.
- Avaya will contact customer if an incorrect or incomplete service order is submitted. If required, Avaya will request Customer to resubmit the service order.
- A service order can contain multiple MAC requests. Multiple requests for a single Supported Site with the same requested due date will be considered a single service request. MAC requests for different Supported Sites for the same requested due date will be considered separate MAC requests.
- Avaya will provide Customer an unlimited number of remote simple MACs.
- Avaya will provide MAC reports by Supported Site and MAC type summarizing all MAC activity performed under the Agreement.
- Avaya will complete up to 15 daily service requests per Supported Site by 5 p.m. the next business day if the request is received by 3 p.m. local Supported Site time. Service requests received after 3:00 p.m. will be time stamped for the next business day.
- Service requests exceeding 15 MACs per day will be completed based on a negotiated interval.
- Additional charges may apply if MAC activities require additional resources to coordinate activities.

## 7. Technical Consulting

- Customer is entitled to .006 hours of Technical Consultation multiplied by the number of equipped TDM and Administered IP ports covered for every site under the Agreement.
  - o These hours are for a 12 month period.
  - o These hours do not carry over into the following 12 months.
  - o Upon the 12 month anniversary of the Agreement, the next year's allowance will be based on the current port count. Customer requests for technical consultation once allocated entitlement has been completed will be billed at Avaya's hourly rate.
- Avaya will provide voice engineering consultation, interpretation and recommendations related to reports, system configuration review and software support for Supported Products.
- Technical consultation and/or analysis will be delivered in the form of, but not limited to, discussions through email or conference calls, questions, research, and system configuration reviews concerning the Supported Products.
- Technical consultation and/or analysis may concern Remote Complex MACs. Implementation of activity will be counted against the Remote Complex MAC activity included in the Agreement.

## D. Pricing Assumptions

- ❑ Avaya may perform true ups to determine if additional Equipped TDM ports and/or Administered IP ports have been added to Supported Products and bill for the additional ports.
- ❑ If due to Customer delay the Service Assumption Date does not occur within thirty (30) days of date specified in Implementation Plan, Avaya may begin invoicing Customer for both recurring and non-recurring changes.

## E. Customer Responsibilities

- ❑ Purchase a Full Coverage, Remote Only or Parts Plus Remote Maintenance Agreement with Proactive IP Support for Avaya equipment for the duration of the term of the Agreement. On-site support will be provided as per the terms of the applicable Maintenance Agreement. 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.
- ❑ Designate an individual with thorough understanding and authorization to make binding decisions on Customer's behalf as single point of contact (SPOC) for Avaya.
- ❑ Verify and arrange for installation of all applicable network connections.
- ❑ Include router and/or CSU/DSU at Customer's facility used to terminate the connection between Customer's network and Avaya must be as a Supported Product.
- ❑ Provide all information and materials requested by Avaya to implement and deliver the services stipulated within this SAS, including but not limited to:
  - Supported Product information,
  - Site contact information,
  - Network discovery information,
  - Circuit information (e.g., IP address, subnet mask, gateway, machine names, and modem numbers) including network diagrams.
- ❑ Provide full and timely access to Supported Products upon Avaya's request and allow such access to remain available during the open work request period.
- ❑ Resolve faults designated as customer-responsible faults and provide updates to Avaya as needed.
- ❑ If Customer selects Agency as an optional service element, Customer will:
  - Execute Letter of Agency authorizing Avaya to serve as Customer's agent for designated network carrier so that Avaya may act on Customer's behalf to request and monitor progress of required repairs.
  - Provide circuit ID grid to Avaya for off-board alarming support.
- ❑ Prevent delays and ensure that Customer Responsibilities are performed, or the Service Assumption Date may be delayed without penalty to Avaya.
- ❑ Excuse Avaya from failure to achieve Avaya's service level objectives that result from Customer's failure to meet these preceding requirements.

## F. Cancellation/Termination

- ❑ The Customer may cancel services under this SAS subject to the following cancellation charges calculated on a per site basis:  
The greater of:
  - (a) the average monthly charges for services under this SAS (based on the average of the previous 6 months or the total number of months charged if less than six months) multiplied by 12 or by the number of months remaining in the term, if less than 12;
  - or
  - (b) the Minimum Monthly Commitment per port times the number of ports (based on the average of the previous 6 months or the average for the number of months charged, if less than six months) multiplied by 12 or by the number of months remaining in the term, if less than 12 months.
- ❑ Any other termination fees, as specified in writing by Avaya associated with (a) any added products, new products, or new services under this SAS, or (b) optional services selected by Customer.
- ❑ If during any month during the Term, the total number of Equipped TDM Ports and Administered IP Ports is less than the Minimum Monthly Commitment of 250 total combined ports for Maintenance with Proactive IP, or 500 total combined ports for Proactive IP Standalone, Avaya reserves the right to cancel or renegotiate the Agreement.