

AVAYA INC.

Service Agreement Supplement

Remote Managed Services

for Traditional Telephony

Service Description

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This document describes the scope, features, and associated policies of the “Remote Managed Services for Traditional Telephony” 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 Traditional Telephony

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

A. Product Eligibility for Coverage under this Supplement

Avaya Maintenance is a prerequisite to Remote Managed Services for Traditional Telephony (RMS TT). This description applies to Avaya products and components, designated in the applicable order or associated quote sheet, eligible for coverage and currently supported ("Supported Products"). Supported Products include:

PBXs:

- Avaya DEFINITY® Enterprise Communication Server
- Avaya DEFINITY ONE™ Communications System
- Avaya DEFINITY Prologix™
- Avaya IP600 Internet Protocol Communications Server
- Avaya S8100, S8300, S8700 Servers
- Avaya G600, G700, SCC1 or MCC1 Media Gateways

Voice Messaging:

- Avaya Modular Messaging for Avaya S3400 Message Servers (with Avaya Message Store)
- Avaya Octel® 200/250/300/350
- Avaya INTUITY™ AUDIX® Messaging System
- Avaya DEFINITY AUDIX® Messaging System

B. Coverage Hours and Elections

All services are provided according to the coverage terms of the current Maintenance Agreement.

C. Coverage Elements:

The following Coverage Elements apply to RMS TT. These are provided in addition to the Coverage Elements for Avaya Maintenance.

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 the 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.

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 act as Agent on Customer's behalf for Customer's designated network carriers, which includes but is not limited to the following activities:
 - Access to records pertaining to equipment, network, local and non-local facilities
 - Coordination of trouble isolation, trouble referral, cooperative testing, alarm monitoring, and case management of network and local and non-local facilities troubles to resolution
 - Authorization of maintenance/repair service
- Avaya will refer Supported Product alarms to the appropriate network carrier specified by Customer.

- ❑ Avaya will case manage alarms referred to network carrier and provide status updates to Customer.
- ❑ If appropriate, Avaya will open a maintenance service request with the designated network carrier.
- ❑ If applicable, Avaya will refer the problem to the appropriate provider and will escalate, as appropriate, using agreed upon escalation policies.

3. Fault Management

- ❑ Avaya will detect failures and fault conditions in Customer's Supported Products and initiate corrective actions to reduce faults, minimize network outages, and maximize network service availability.
- ❑ For Monitoring and Fault Detection activities, Avaya will:
 - Monitor Supported Products and adjuncts, respond to alarms, initiate corrective action and provide status to Customer.
 - Make all reasonable efforts to meet service level expectations by notifying Customer within one (1) hour of receipt of major alarms, but failure to meet service level will not result in Customer renumeration.
- ❑ For Fault Isolation and Diagnostic activities, Avaya will:
 - Initiate trouble diagnostics and analysis for faults on Supported Products covered under the Agreement.
 - Log and track fault conditions in the Avaya trouble reporting system.
 - Isolate probable cause and resolve fault condition.
 - Provide status updates to Customer.
 - To the extent that Avaya will provide Agency (available for an additional charge), Avaya will:
 - Report circuit problems to circuit provider, if appropriate.
 - Dispatch appropriate equipment maintenance provider, if required.
- ❑ For Resolution and Testing activities, Avaya will:
 - Coordinate activities required to resolve fault conditions including dispatch of repair personnel (subject to and limited by the terms of Customer's maintenance agreement).
 - Run diagnostic tests upon resolution to verify Supported Product operation.
 - Provide status updates to Customer.
 - Dispatch appropriate equipment maintenance provider for on-site repair if appropriate and to the extent that Avaya is acting as customer's Agent
- ❑ Avaya will provide Monthly Trouble Summary Report to Customer identifying number of troubles by site, average time to close a trouble ticket and resolution time by site.

4. Performance Management

- ❑ Avaya will conduct voice traffic studies to analyze Customer's voice network and device performance to maximize voice network efficiency and availability.
- ❑ Customer will receive one voice traffic study for every 2,500 ports under the Agreement. Avaya and Customer will agree on sites to receive traffic studies and a schedule.
- ❑ Traffic analysis will be conducted on PBX's and voice equipment per the agreed upon schedule to analyze:
 - busy hour call-rated processor occupancy
 - port network time slot usage
 - service circuits usage
 - trunk group usage
 - load balancing
 - tone receiver usage
 - system capacity
- ❑ As a result of each voice traffic study, Customer will receive a Traffic Analysis Summary Report including expert engineering analysis and corrective recommendations. Customer will receive monthly consultative support, via conference call, to assist in interpreting the report. Consultation counts toward the Technical Consulting hours included in the Agreement.
- ❑ Customer may purchase additional voice traffic studies for a fixed rate per occurrence.

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 system, network or application level.
- ❑ Avaya will provide remote support of MACs for Supported Products, at Supported Sites, upon receipt of a correctly completed, authorized service order as specified within 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 dates will be considered a single service request. MAC requests for different Supported Sites for the same requested due date will be counted as a separate and distinct MAC request.
- ❑ 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 site under the Agreement.
 - These hours are for a 12 month period.
 - Unused hours do not carry over into the following 12 months.
 - 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 hours have expired, will be billed at Avaya's hourly rate.
- ❑ Service requests received after 3:00 p.m. local supported site time will be time stamped for the next business day.
- ❑ Avaya will complete service requests based on 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 within 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.
- ❑ Service requests received after 3:00 p.m. local supported site time will be time stamped for the next business day.
- ❑ Avaya will complete service requests within two (2) business days.
- ❑ 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. Single Point of Contact

- ❑ Avaya will provide Customer a toll-free number with IVR options for all operational support during contracted hours of coverage.

8. System Backup

- ❑ Avaya will execute remote, nightly back-ups of Supported Products. Back-up capabilities (e.g., back-up of subscriber profile data, message, greetings) will vary based on Supported Product.
- ❑ If a Supported Product is damaged or destroyed, at Customer's request and for an additional charge, Avaya will recover and/or reload Customer's system data on replacement equipment acquired by Customer.

9. Technical Consulting

- ❑ Customer is entitled to .006 hours of Technical Consultation multiplied by the number of equipped TDM and Administered IP ports that are covered for every site under the Agreement.
 - These hours are for a 12 month period.
 - Unused hours do not carry over into the following 12 months.
 - 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 Consulting support, once allocated hours have expired, will be billed at Avaya's hourly rate unless Customer has purchased additional Technical Consulting hours, available in blocks of 10 hours. Purchased hours do not expire.
- ❑ As part of Technical Consulting, Avaya will provide network engineering and consultative support as follows:
 - Avaya will provide initial network routing software design for Avaya PBXs with AAR, PNA or ARS software when added under the Agreement.
 - Avaya will provide engineering consultation and design when Customer changes PBX routing patterns, adds new locations or upgrades PBXs and voice equipment covered by the Agreement.
 - Avaya will monitor changes to the NANP and analyze impact on Customer's PBX routing patterns. With Customer's permission, Avaya will design, implement and test necessary software translations to correct routing patterns.

- Avaya will perform network pre-service coordination and testing (e.g.: coordinate work functions and availability across vendors, coordinate temporary changes needed for precut testing) and provide consultative support for Avaya project teams during addition of network facilities.
- Avaya will support addition, move or re-arrangement of network facilities (e.g.: digital T1 spans, DID, CO, TIE lines) terminating on Avaya PBXs covered by the Agreement once Customer has procured the network or local trunking facilities. Avaya will:
 - Review system configuration to determine if additional hardware (e.g.: circuit packs, carriers) is required. Facilitate ordering of necessary equipment and coordinate installation.
 - Design, develop, and implement necessary software translations to assure proper termination of circuits.
 - Test facilities beyond the demarcation to the Central Office (CO) and/or the subsequent termination at another end point (PBX).
 - Coordinate project from order through cutover and testing.
 - During provisioning and cutover, verify working condition of routing software through call-through tests and notify Customer when successful testing has been completed.

D. Pricing Assumptions

- If during any month during the Term, the total number of Equipped TDM and Administered IP Ports is less than the Minimum Monthly Commitment of 1,000 total combined ports, Customer shall be invoiced and agrees to pay Avaya for the Minimum Commitment regardless of the actual number of combined Equipped TDM and Administered IP Ports.
- 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.
- Billing will align with the Maintenance Agreement billing cycle.

E. Customer Responsibilities

- Purchase a Full Coverage, Remote Only or Parts Plus Remote Maintenance Agreement for Supported Products for the duration of the term of the Agreement. On-site support will be provided as per the terms of the applicable Maintenance Agreement.
- 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 properly implement and deliver the services stipulated within this SAS, including but not limited to:
 - Supported Product information,
 - Site contact information,
 - Circuit information (e.g.: IP address, subnet mask, gateway, machine names, and modem numbers) including network diagrams if Agency is included in the Agreement.
- 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.
- Cover all nodal PBXs (i.e., PBXs linked together by Customer's private network such as ETN, DCS, SDN, Virtual) under the Agreement. Main PBXs (i.e., PBXs not networked together or accessible only through the Public Network) can be covered at Customer's option.
- Provide at least one dedicated local dial-in/out access line and/or LAN/WAN connection to Avaya at each Site to support Avaya's provision of services including Fault Management and Moves, Adds and Changes. If such access lines and connections are not provided, Avaya's service commitments shall cease and additional Charges will be imposed on Customer.
- Resolve faults designated as customer-responsible faults and provide updates to Avaya as needed.
- Provide an operationally-stable network environment with required device-level software configurations.
- Notify Avaya of all changes affecting Supported Products.
- If Customer selects Agency as an optional service element, Customer will execute a 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.
- For Supported Products running Windows platforms, Avaya will monitor Security Patches released by Microsoft, determine if the patch is appropriate for Supported Products and, if so, test to assess compatibility with Supported Products. Avaya will post security bulletins to its support website at <http://support.avaya.com/security> indicating patches that Avaya determines are appropriate for Supported Products and information on how to obtain patches. Customer is responsible for download of patches and should reference Microsoft's guidance for installation.
- Configure Supported Products for automatic nightly backups of net new system changes.
- For Supported Products with a configuration diskette installed, rotate the configuration diskette and provide off-site storage of diskette.
- Provide back-up media for Supported Products, e.g., back-up tapes or flashcards. Keep backup media secure and safe.
- Retain at least one back-up media on premise and make it available to Avaya.

- ❑ Submit Technical Consulting requests a minimum of seven (7) working days in advance of required date for less complex changes such as new NPA add or a virtual location add, and a minimum of ten (10) working days plus two (2) days per affected node prior to required date for more complex changes (e.g.: Megacom, ISDN new node).
- ❑ 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.

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/per mailbox times the number of ports/mailboxes (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 and Administered IP Ports is less than the Minimum Monthly Commitment of 1,000 total combined ports, Avaya reserves the right to cancel or renegotiate the Agreement.