

AVAYA INC.

Service Agreement Supplement
Enhanced Remote Services (ERS)

Service Description

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This document describes the scope, features, and associated policies of the “Enhanced Remote Services (ERS)” Offer. 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 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 Agreement, the Agreement shall control.

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I. Enhanced Remote Services (ERS):

This offer is available solely to Customers with a current Agreement for Maintenance Services during the term of that agreement.

A. Coverage Hours and Elections

Services under this Agreement will be performed only within the 48 contiguous United States and the District of Columbia.

Support coverage hours are provided either 8-5 Monday - Friday or 7x24 based on the terms of Customer's Service Agreement coverage.

The services described in this Supplement are available for Customer's Avaya DEFINITY®, Communications Manager (CM), associated voice terminals and any Avaya – furnished adjuncts, including voice messaging, voice response and/or call management systems. These services are also available for any MERLIN LEGEND®, MERLIN Magix™ and/or Partner® System associated with Customer's DEFINITY/CM. The optional Agency service may be purchased for MERLIN LEGEND, MERLIN Magix and Partner Systems independent of coverage on Customer's DEFINITY/CM.

The Single Point of Contact, Agency and Off Board Alarming service options described in this supplement are available for Avaya S Class Servers and Gateway Customers. Customers with converged technology in their network will be provided the same support as that for historic TDM networks. If Customer opts to add network support with or without agency, the support will only cover network connectivity to the public switch network used to carry standard voice traffic. The offer will not cover LAN/WAN networks. LAN/WAN networks and all components of those networks will be the responsibility of the Customer. Customers who require Avaya to support the LAN/WAN portion of their network/infrastructure are not candidates for ERS support.

Customer may elect any single option or combination of options listed below:

- Single Point of Contact (SPOC)
- Agency
- Agency with Off-Board Alarming
- Off-Board Alarming
- Voice Network Engineering

B. Coverage Elements:

SINGLE POINT OF CONTACT (SPOC) –

The SPOC option provides Customer with a designated maintenance support team in Avaya's Global Service Delivery (GSD) Organization. The SPOC will coordinate trouble resolution activity on Customer's DEFINITY/CM system/terminal/adjuncts across all Avaya support organizations and platforms. The response objectives, hours of coverage and major failure definitions for SPOC are defined in Customer's Maintenance Service Agreement.

Customers will be notified of all major troubles, which are not cleared by Avaya EXPERT SystemsSM Diagnostic Tools. Major troubles are defined in Customer's Maintenance Service Agreement. The Technician or Engineer will determine with Customer the most effective way to handle each major trouble.

- The Avaya support team will follow instructions in special handling notes, which have been mutually approved by Avaya and Customer.
- The Customer contact will be notified upon receipt of any major trouble not otherwise cleared.
- The Customer contact will be notified upon completion of remote diagnostics.
- The Customer contact will be notified with each change in status such as:
 - Trouble dispatched
 - Tier 3 or 4 escalation

Equipment to be ordered
Remote commitment time to be changed*
Remote commitment missed*
Remote closure*

*Troubles, which are referred for dispatch, will receive trouble status from the field technician.

In addition, Avaya will perform the following activities:

- SPOC referral for any required on-site dispatch
- Contact a dedicated team of Tier II and Tier III engineers for remote support
- Tier III engineers will coordinate and case manage any Avaya Labs modification requests (Tier IV)
- Remote seasonal clock changes twice per year for covered equipment (On-site dispatch is not included.)
- Tracking, coordination and case management of all field Product Correction Notice (PCN) changes

SPOC does not include case management or proactive calls regarding minor troubles. Minor troubles are defined in Customer's Maintenance Service Agreement. Customer will be given the option to either call the designated team for status during Customer's hours of coverage, or to go to the Avaya customer support web site which is available 7x24 at <http://support.avaya.com/>. The Avaya support team will follow instructions in special handling notes, which have been mutually approved by Customer and Avaya.

Minor troubles will be managed as follows:

- Upon any Customer contact for minor troubles the Customer will be assisted in finding status on troubles over the Avaya web site.
- On all minor DS1 Alarms which are not cleared by EXPERT, or the switch, the Customer contact will be notified and informed of the following: dispatch information, escalation information, and closure information.

SPOC support does not include maintenance trouble shooting or maintenance referrals for customer's LAN/WAN networks. The SPOC team will not be in receipt of Customer's SNMP Alarms.

AGENCY –

Agency provides Customer with a point of contact for network trouble reporting and resolution. The option includes trouble isolation, trouble referral, cooperative testing and case management related to Local Exchange Companies (LEC's), Inter Exchange Carriers (IXC's), and vendors of network interface equipment (Channel Service Units, T1 Cabling, and Multiplexers) for lines that terminate in Customer's Avaya DEFINITY/CM. This coverage will be provided during the coverage period that Customer selected in Customer's Maintenance Agreement (for example, 8am – 5pm Monday through Friday, local site time, excluding Avaya-observed holidays).

Avaya will provide Customer with:

- The vendor ticket number and commit date/time.
- Verification of network connectivity (Avaya will provide ping to first point on data network).

The following facilities or services are **excluded** from this offer:

- Data Networks. Agency support does not include maintenance referrals of LAN/WAN Network issues. LAN/WAN Network issues are the responsibility of the Customer
- Provisioning of facilities
- Referral or case management of troubles associated with any 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.

OFF-BOARD ALARMING WITH AGENCY -

Avaya will proactively monitor DS1 off-board alarms associated with network facilities and the links associated with Avaya adjuncts that have Avaya/DCIU capabilities. Avaya will handle these alarms on a priority basis. If Avaya cannot clear the alarm, Avaya will refer the trouble to Customer's network/facility vendor. If the alarm is associated with an Avaya adjunct (for example, an Intuity or Audix voice messaging system or Station Message Detail Recording) Avaya will manage the trouble resolution

within the Avaya Technical Services Organization. The Off-Board Alarm option will be provided based on the coverage period hours that Customer selected in Customer's Maintenance Agreement.

OFF-BOARD ALARMING NOTIFICATION (Without Agency) –

Customer can elect to have Avaya provide off-board alarming notifications only. This option does not include alarm troubleshooting or resolution. The Avaya support team notifies Customer when an off-board alarm is received during the coverage hours of Customer's Maintenance Agreement. It is Customer's responsibility to clear the alarm and notify Avaya for alarm ticket closure. This arrangement supports Customer's desire to monitor facility related issues. Customer must maintain software vintage of R5 or greater to be eligible for this support option.

VOICE NETWORK ENGINEERING (VNE) -

Voice Network Engineers will be assigned to provide network administration, engineering and consultation support as well as provisioning all necessary software translations to implement new network solutions/initializations, or other changes, rearrangements, additions and or deletions to the clients routing software. Additionally, the VNE team will support the implementation of those software translations to a successful completion and or project cutover. This support will be provided for the following network and facility features for all locations supported under this contract.

- DCS (Distributed Communications Systems)
- UDP/MS/CAS (Uniform Dial Plan, Main/Satellite, Centralized Attendant)
- PNA (Private Network Access)
- ISDN (Integrated Services Digital Network)
- AAR (Automatic Alternate Routing)
- ARS (Automatic Route Selection)
- PNI (Private Network Interface for Software Defined Networks)
- NANP (North American Numbering Plan)
- AUDIX (Networking Only)
- VIDEO (Networking Only)
- VOIP (Voice Over Internet Protocol)

DEFINITY system traffic and expert system analysis will be conducted once per year on each VNE covered Avaya switch to analyze such things as busy hour call rate, processor occupancy, port network time slot usage, service circuit usage, trunk group usage, load balancing, tone receiver usage and system capacity analysis.

Voice Network Maps are developed and updated by the VNE team as the customer's network changes. It is the customer's responsibility to provide initial information and ongoing changes. Customer will receive monthly Vendor Reports. The Vendor Summary Report identifies, by individual vendor, the number of troubles and average trouble duration charged to them in the month measured. Vendors will not be charged for time spent working on troubles for which they are not responsible.

Network Routing Software Design/Administration/Support

The Voice Network Engineers will provide initial routing software design for all Avaya switches with AAR, PNA or ARS software upon addition to the contract. In addition, they will provide on going engineering consultation and design whenever the Customer makes changes to the switch routing patterns, adds new locations, or upgrades existing switches.

Voice Network Engineers will proactively monitor changes to the NANP and analyze the impact on the client's affected SWITCH routing patterns, design and implement the necessary software translations to correct the routing. Simple changes (e.g.; new NPA add, virtual location add) must be submitted to the VNE a minimum of seven (7) working days in advance of required date. Complex changes (e.g.; Megacom, ISDN, new node etc.) must be submitted a minimum of ten (10) business days plus two (2) days per affected node prior to the required due date. All changes must be in writing.

Network Translation Implementation

VNE personnel will provide centralized coordination and implementation of all network routing related (e.g.; AAR, ARS, DCS, DCIU, DSI, CAS) translation changes for supported Avaya switches in the Customer's network excluding EPN's. Non-Avaya

switch nodes will receive generic routing data and Voice Network Management Center coordination only. Station (terminal) related translations (e.g.; COR, COS, ABV, Dial hunt groups, ACD/UCD, ENP) are not included in this offer.

The assigned engineer will provide network software translation requirements to the VNE Provisioning Group for implementation. Upon completion, the Provisioning Group will perform call through testing to assure the accuracy of those translations.

Customer must notify the VNE engineer, in writing, of any translation changes made to the VNE covered SWITCH routing patterns by anyone other than VNE personnel. Such network affecting changes resulting in routing or equipment failures will incur charges for rework by VNE personnel.

Network Provisioning Support

The Voice Network Management Center will perform network pre-service coordination and testing (e.g.; coordinate work functions and availability across vendors, coordinate temporary changes needed for pre-cut testing, etc.) and provide consultative support for Avaya project teams during the addition of all network facilities. VNE personnel will also monitor Avaya's order tracking systems and assist in the resolution of coordination problems and any jeopardy, which may occur. Customers will receive monthly Vendor Reports. The Vendor Summary Report identifies, by individual vendor, the number of troubles and average trouble duration charged to them in the month measured. Vendors will not be charged for time spent working on troubles for which they are not responsible. The reports are self-explanatory and should not require any further interpretation by Avaya.

VNE personnel will also provide end to end support for the addition, move or re-arrangement of network facilities (e.g.; digital T1 spans, DID, CO, TIE lines) terminating on VNE covered Avaya switches once Customer has procured those network or local trunking facilities from the respective vendors. VNE support includes the following:

- Reviewing the system configuration to determine if additional hardware (e.g.; circuit packs, carriers) is required.
- Facilitate the ordering of necessary equipment and coordinate installation.
- Design, develop, and implement necessary software translations
- Assurance of proper termination of the circuits.
- Test facilities beyond the demarcation to the Central Office (CO) and/or subsequent termination at another end point (i.e.; switch).
- Provide Project coordination from initial order through cutover and testing.
- Remote testing of all supported network/switch additions and changes (e.g. upgrades, power-downs, and routing changes). OfficeLink by Teltone is the preferred access unit for call through testing. (Teltones are the responsibility of the customer.)
- The VNE will proactively provision and implement remote seasonal clock changes (twice a year) for all VNE covered Avaya switches.

During provisioning and cutover, the VNE will verify the integrity of routing software by making call-through tests and will notify Customer when successful testing has been completed.

Upon request, VNE support will be provided for out-of-hours turn-up or testing. The VNE will partner with other Avaya Business Units to improve performance; however, the VNE will not commit to their performance levels. Avaya will not be responsible for non-Avaya vendors' performance or availability.

Other Terms and Conditions

All VNE covered Avaya switches must be under an Avaya warranty or have an Avaya Maintenance contract in effect for the duration of the contract period.

All reference to testing in this option will be performed through the use of Customer-purchased Remote Access Units (Teltone preferred), which are required on all VNE supported switches. It will also be the Customer's responsibility to provide the access line to this unit. The use, administration, and protection of Customer-provided Remote Access Unit is solely the responsibility of Customer. Therefore, all charges associated with the use of this equipment are also the responsibility of Customer. Any unauthorized access to these switches will not be the responsibility of Avaya. Access by employees or subcontractors of Avaya will be considered authorized.

All nodal switches (i.e. those switches linked together by Customer's private network such as ETN, DCS, SDN, Virtual) must be covered under the VNE contract. Any main switch (i.e.; those switches not networked together or accessible only through the Public Network) can be covered at Customer's option

C. Exclusions:

- Off Board Alarming with Agency is **not** available for MERLIN LEGEND®, MERLIN Magix™ and/or Partner® Systems.
- Voice Network Engineering is limited to public switch network support on S Class Servers and Gateway solutions, not IP routing.
- Customer with Remote Only Service Agreement support are eligible to purchase this offer, however the offer does not entitle Remote Only customers to onsite support entitlements or response objectives. All onsite support for Remote Only Service Agreement Customers is charged based on Avaya's prevailing Per Incident (T&M) labor rates. A PO must be provided to the ERS support team to accommodate payment of the onsite support unless authorization for payment can be provided at the time onsite service is required/requested.

D. Covered Products

Products supported by this offer must be designated under the terms of the Customer's Maintenance Service Agreement and included as part of the list of products eligible for support by this agreement. These products will be identified by the Avaya sales team.

- IP Office customers are not eligible to purchase ERS support.

E. Overtime Labor Charges

Work performed in excess of contractual hours is considered overtime. Prevailing Avaya Per Incident labor rates are used to calculate overtime labor charges on an hourly basis.

F. Contract Period

The optional services selected above will commence thirty (30) days after Avaya's acceptance of the Order and Avaya's receipt of the documentation required from Customer that is listed in Section G of this Supplement. The term of any optional service Customer selected will be co-terminous with the term of Customer's Avaya warranty and/or Maintenance Service Agreement. Upon renewal of Customer's Avaya Service Agreement, these optional services shall also be automatically renewed for successive one (1) year at the current charges and terms applicable to Avaya Standalone Services – Renewal will automatically occur unless either party gives the other written notice of its intent not to renew these optional service(s) at least thirty (30) days prior to the expiration of any initial or renewal term.

G. Billing

All Options are priced per ECS (Enterprise Communications Server) Equipped port, as an addition to the Avaya Maintenance Service Agreement price, of the standard Maintenance Agreement. Loyalty and Pre-pay discounts applied to the Maintenance Service Agreement may apply to the optional services. The Avaya Special Bids team must approve any additional discounts.

SPOC, & Voice Network Engineering may only be priced and sold for small product (MERLIN LEGEND, Merlin Magix and/or Partner System) if the DEFINITY equipped ports are priced and covered under comparable agreement. The small business product base must reside in the same Billing Account (Payor Code) as the associated DEFINITY system, and all associated DEFINITY systems must be comparably covered, and in the same Payor Code.

Agency may be priced and sold for small business products without comparable coverage on the customer's DEFINITY system.

Remote Only and Remote Plus Parts customers are eligible for ERS support, however ERS support does not enhance Customer's onsite entitlement. Remote Only & Remote Plus Parts customers are not entitled to onsite support, therefore any onsite support required/requested will be billed at Avaya's current non-contract Maintenance Per Incident rate and Avaya's non-

contract response objectives will be provided. A PO must be provided to the ERS support team to accommodate payment of the onsite support unless authorization for payment can be provided at the time onsite service is required/requested.

H. Customer Responsibilities

To activate any optional service, in addition to signing the Cover Letter/Order Form, the Customer is required to complete and submit the following forms as noted:

ERS Option(s) for both DEFINITY and Small Business Products	AVA-3081 Site Profile	AVA-3080 Agency Network Facilities Supplement	Letter of Agency Agreement
Single Point of Contact (SPOC)	Required		
Agency	Required	Required	Required
Off Board Alarm with Agency	Required	Required	Required
Off Board Alarming	Required	Required	
Voice Network Engineering	Required		Required

Depending on the Options selected, customers will be responsible for providing:

- Circuit ID/Telephone/DID/or 800 numbers
- DNIS digits or POTS number for 800 service
- Service Type (i.e. Central Office, Readyline etc.)
- Network/facilities interface equipment type and model number and/or equipment line location, data extension etc. for adjuncts
- Vendor(s) name and maintenance telephone numbers. In addition, the customer is required to provide a letter of authorization to the other vendor(s), which declares that Avaya is authorized to serve as the customer's agent. The customer must provide a copy of the letter of authorization to Avaya for each vendor.

Additional Customer Responsibilities include:

- Provide a designated primary customer contact.
- Provide telephone facilities enabling Avaya to dial in directly to the modem(s) connected to each system.
- Provide Avaya with login ids, passwords, telephone numbers, and security procedures necessary for Avaya to dial in and access each system.
- Provide the proper electrical and telecommunications connections as specified by Avaya.
- Provide written notification of changes to the network, facilities, and/or equipment covered in the agreement.

I. Termination

The Customer may terminate any of the optional ERS service(s) upon thirty (30) days written notice after the initial or renewal term has started. If Customer provides notice of intent to terminate during the first thirty (30) days of coverage, Customer will be billed only for the charges for the period of coverage up until the effective date of termination. After the first thirty (30) days of coverage, Customer may provide notice to terminate these optional services subject to a termination charge equal to the monthly charges for twelve (12) months or the period remaining, whichever is less. For prepaid agreements, Avaya will refund or credit the pro rata price of the remaining term less the applicable termination charge. Termination of Customer Maintenance Agreement will automatically terminate any optional ERS support; such termination will be subject to the termination charges listed in this section.