

AVAYA INC.

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# **Service Agreement Supplement**

## Software Release Management

### Service Description

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This document describes the scope, features, and associated policies of the “Software Release Management” 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. Software Release Management:

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

## A. Product Eligibility for Coverage Under this Supplement:

This description applies to 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 includes:

- Avaya Servers: S8300, S8400, S8500, S8700, S8710, S8720
- Avaya Media Gateways: SCC1, MCC1, G250, G350, G600, G650, G700
- Switching Systems: P130 Workgroup Switches, P330 Ethernet Stackable Switching System
- Voice Terminal Products: 4600, 9600 Series IP Telephones

## B. Coverage Hours and Elections:

All remote services described are provided 24 hours a day, seven days a week excluding Avaya observed holidays. On-site services are provided according to the terms of the current Maintenance Agreement.

## C. Coverage Elements:

### 1. Implement the Solution

As part of implementing the solution, activities include:

- Implementation begins on the Effective Date and ends prior to the Service Assumption Date.
- Avaya will develop an implementation plan outlining the timeline of the relevant tasks to be performed by both Customer and Avaya.
- Avaya gathers system data required to implement the services by interfacing with Customer’s key contacts. The information gathered will be used to develop support processes and procedures.
- Avaya will work with Customer to develop an initial Inventory Report, with the hardware, software and firmware levels of the products, by site, for which Avaya will provide the services described in this SAS (“Supported Products”).  
Note: All Avaya Media Gateways connected to an Avaya Server must be included in the Agreement. Avaya Media Gateways located outside of the US but connected to US-based Servers will be covered by the services described in this SAS.
- Avaya will develop a Configuration Exception Report, which identifies Supported Products whose actual versions do not meet the required minimum versions as indicated by Avaya. A recommendation will be made to Customer to update Supported Products to the current recommended version.
- Avaya will work with Customer to develop a Service Information Package (SIP), which outlines the business interface processes of both Avaya and Customer, including the notification and escalation procedures.
- Depending upon network design, Avaya will install, at Customer’s site or within an 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 the firewall access lists and policy. Customer thereby retains control over Avaya’s access to 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 the working order. Title to such equipment remains with Avaya at all times.
- Avaya will work with Customer to define the date the services begin (“Service Assumption Date”). Avaya will use reasonable endeavors for Service Assumption to being within sixty (60) calendar days after the Effective Date. This date is dependent on the completion of all items in the project plan and items listed under the Customer Responsibilities section (Section E).
- Upon commencement of Service Assumption, Avaya will have sixty (60) days to complete initial updates on Supported Products.
- Avaya will provide Customer with access to a proprietary web portal for monthly inventory reports, contact information and contract details pursuant to SRM coverage.

### 2. True Up Process

Avaya and Customer agree that the Supported Products installed within the Customer’s environment may differ from the initial Inventory Report supplied to Avaya, and agree to implement a verification process to properly reflect the actual data. In the event that the actual inventory differs from the initial Inventory Report, Avaya may adjust charges to reflect the actual data.

### 3. Inventory Management

Avaya will update monthly the inventory records for the Support Products which includes the hardware, software and firmware release versions.

### 4. Product Update Notification

Avaya will provide Product Updates (“Updates”) that: 1) address product non-conformance issues and 2) inform customers about product end of sale and manufacturing support. Only Avaya-issued Updates are included in this service.

- ❑ Avaya will monitor Updates as they are released by Avaya, review Customer inventory records and identify affected Supported Products, assess each Update, and create a formal, written recommendation which includes: a description of the Update, the Supported Products affected by the Update, the Update classification and associated risks and Avaya’s recommendation as to when and how the Update should be applied.
- ❑ Update types include:

Product Update Type	Description
End of Sale and Manufacturer Support Notice	Communicates the impending product end of sale date, migration and support information.
Firmware Update	Generally downloaded remotely to a Programmable Circuit Pack on the system.
Product Correction Notice	Describes a reportable product change. Product non-conformance issues are those that occur when a product deviates in any material respect from its user documentation. Product Correction Notices are issued pursuant to the Avaya policy based on the likelihood of recurrence of the product non-conformance, its severity level and other criteria identified by Avaya.
Software Update	Generally downloaded via an electronic interface and 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., 3.1.1). Software Updates do not include Major and Minor Releases of software.

- ❑ Update Classifications:

Product Update Classification	Description
Class 1 and Class 2	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.
Class 3	Minor system failure due to product non-conformance. Low probability of potential loss of system use or functionality and or loss of customer information.
Class 4	End of Sale and Manufacturer Support Notices

- ❑ Customer will be notified within five (5) business days of Avaya’s identification that an Update impacts Customer’s Supported Products. Note: Notifications are not commitments for loading authorized Product Updates.

### 5. Product Update Delivery

- ❑ Avaya will identify each Update as remotely-installable or technician-installable.
  - Remotely-installable Updates will be scheduled 24 hours a day, seven days a week, excluding Avaya observed holidays, and will be performed remotely. On-site support for remotely-installable Updates will be delivered against and result in additional Per Incident Maintenance Rates, per the existing Maintenance Service Agreement.
  - Technician-installable Updates will be performed on-site and are delivered according to the existing Maintenance Service Agreement.
  - Customer may elect to purchase Product Correction Support to expand the hours of coverage for their existing Full Coverage Maintenance Agreement. Product Correction Support provides an on-site technician to install Class 1, 2 and 3 technician-installable Product Update, Monday through Saturday, 12:01 a.m. to 12:00 a.m., excluding Avaya observed holidays.
    - ❑ This service will be extended to include Sundays and Avaya observed holidays for Class 1 and 2 technician-installable Product Updates for customers with Full Coverage 24x7 on the product covered under this Agreement.
    - ❑ This service will be extended to include Sundays and Avaya observed holidays for Class 1, 2 and 3 technician-installable Product Updates if the customer is experiencing a major failure and the resolution requires the Update.
    - ❑ If Customer has an Avaya Media Gateway located outside of the US but connected to a US-based Avaya Server and Product Correction Support is not available in the location of the Avaya Media Gateway, Per Incident Maintenance Rates, per the existing Maintenance Service Agreement covering the Avaya Media Gateway, will apply,

- ❑ Avaya will develop a recommended schedule in writing, including a proposed date and time and the expected duration, for performing the Update. Avaya will refer to Customer's established time-of-day restrictions when developing the schedule. If Customer declines the recommended schedule, Avaya will propose an alternate schedule that will be mutually agreed to by both Avaya and Customer.  
Note: Updates for Customer's Avaya Media Gateways located outside of the US but connected to US-based Servers will be included in the schedule.
- ❑ Avaya may request Customer's authorization to immediately implement Class 1 Product Updates.
- ❑ Avaya will provide system backups of the Supported Products prior to implementing the Update. Backup methods will vary based on the equipment and configuration options of the Supported Product.
- ❑ Avaya will perform the Update based on the Customer's written acceptance of the schedule. If an issue is discovered while performing the Update, Avaya will escalate internally as necessary to resolve the issue. If the issue cannot be resolved, Avaya will exit the Update installation and restore the system using the back-up data. Trouble isolation and fault management associated with the installation of the Updates is limited to correcting faults with the Supported Products. Additional maintenance is billable per the Customer's Maintenance Agreement.
- ❑ Avaya will provide Customer with a case manager to: call regarding all operational support during the Update installation, case manage the Update process and provide status back to Customer during the installation process.

## 6. Reports

- ❑ Inventory Report – a monthly record of Customer's Supported Products and the hardware, software and firmware release versions.
- ❑ Configuration Exception Report – a monthly report that identifies Customer's Supported Products whose actual software and hardware versions do not meet the required minimum versions.
- ❑ Product Update Report – a record of the Updates released during the months that affected Customer's Supported Products and the activity associated with notifying the Customer and performing Updates on the Supported Products.
- ❑ Product Update History Report – a 12 month cumulative view of the monthly Product Update Report.

## D. Pricing Assumptions:

- ❑ 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 500 total combined ports, Customer shall be invoiced and agrees to pay Avaya for the Minimum Commitment regardless of the actual number of Equipped TDM Ports and Administered IP Ports.
- ❑ Billing will align with the Maintenance Agreement billing cycle. One-time fees will be billed to the main Sold-to location.

## E. Customer Responsibilities:

- ❑ Purchase a Full Coverage, Remote Only or Remote Plus Parts Maintenance Agreement 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.  
Note: 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.
- ❑ Keep Supported Products at the current Major Release of Avaya Communication Manager Software or maintained to within one Major Release. Per Incident Maintenance Rates, per the existing Maintenance Service Agreement, will apply to software upgrades necessary to ensure Supported Products are at the proper release.
- ❑ Ensure Avaya Media Gateways and the Avaya Server to which they are connected are maintained at the same release version to avoid performance issues.
- ❑ When installed on Customer's site, take necessary precautions for security of the Avaya-owned equipment, including hardware and software components, used to deliver services covered by this SAS. Customer shall restrict access to the 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.
- ❑ 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, time-of day restrictions to be used for scheduling remote or on-site Updates, site contact information, and if Customer has been notified (per the Maintenance Agreement) that a patch should be loaded on a Supported Product to fix a service-affecting problem.
- ❑ Provide a qualified representative to confirm the accuracy of the initial Inventory Report, authorize or decline update recommendations, or as needs dictate, provide a written authorization of a delegate to perform this role.
- ❑ Manage/enable all configuration and change management activities that deliver new features that are available as the result of an Update.
- ❑ Provide full and timely access to Supported Products upon request by Avaya, and such access shall be available in any period during which a work request remains open.
- ❑ 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. 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 IP addresses associated with Supported Products.
- Provide connectivity and access to Customer's TFTP servers to allow Avaya to review and post files on the servers. This includes, but is not limited to, opening firewall ports to reach the TFTP servers, posting to and accessing files on the servers.
- Provide connectivity and access to Customer's HTTP/HTTPS server to deploy updates.
- Provide reasonable advance notice, preferably a minimum of 48 hours, of any planned changes in Customer's network environment that would impact delivery of services, including the IP addresses associated with Supported Products.
- Prevent delays and ensure that all of the foregoing roles or responsibilities are performed, or the Service Assumption Date may be delayed without penalty to Avaya. If, due to such failure or delay on the part of Customer, the Service Assumption Date does not occur within thirty (30) days after the date specified in the Implementation Plan, Avaya may begin invoicing Customer (and Customer shall begin to pay Avaya) for both recurring and non-recurring charges.
- Provide a managed, switched, Fast Ethernet LAN connection to each Avaya S8XXX Server and Gateway to support remote delivery of this offer.
- Ensure the web portal is updated with current and correct contact information.
- 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/Suspension:**

Cancellation of Services. 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.