



SERVICE DESCRIPTION

Service Agreement Supplement For Hardware Support

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This document describes the scope, features, and associated policies of Avaya’s support of hardware and supersedes all prior descriptions or contract supplements relating to Avaya’s hardware support. This document is an attachment to your written commercial agreement with Avaya (e.g., Customer Agreement, General Conditions of Sale and License or General Conditions of Maintenance and Managed Services, etc.). In the event of a conflict between this Service Agreement Supplement and your written commercial agreement with Avaya, the terms and conditions of your written commercial agreement will control.

General

Overview – Avaya offers service support on Avaya and selected non-Avaya hardware products and components. You can choose from the following three levels of support, which are more fully described below:

- Remote Hardware Support, 24x7
- Remote Hardware Support with Advanced Parts Replacement, 24x7
- On-site Hardware Maintenance, 8x5 or 24x7

In order to be eligible to purchase Avaya Hardware Support/Maintenance, you must have an active Avaya Software Support agreement.

The level of support and Supported Products* will be designated on the applicable order or associated quote sheet and support will commence on the in-service date of the Supported Product. The coverage described in this document is limited to Supported Products and can only be purchased if you have Avaya Software Support or Avaya Software Support Plus Upgrades coverage.

It is important to understand how hardware support is different from your warranty coverage. Your warranty under your commercial contract generally guarantees that the hardware will work in accordance with the product's specifications. In the event that the product does not operate in accordance with specifications, Avaya will generally repair, replace or refund the affected product.

Hardware support includes remote telephone support, remote diagnostics, troubleshooting, problem resolution and hardware firmware updates/fixes – none of which are included under warranty.

Avaya's remote support options are uniform throughout the world. No matter where your office is located, Avaya will be able to deliver the remote services described in this document.** On-site and advance parts services vary from country to country. Therefore, if you are purchasing on-site services, it is important for you to read the on-site and advance parts service description in conjunction with the ***Addendum: Country Availability and Major Cities***, which describes where advanced parts and on-site services are available and the limitations associated with these services.

End of Support – Periodically, Avaya may declare “end of life,” “end of service,” “end of support,” “manufacture discontinue” or similar designation (“End of Support”) for certain Supported Products. Unless your commercial agreement specifies how End of Support products will be treated, Avaya will continue to provide the same level of support described in this document for End of Support products, with the following exceptions:

- Tier IV R&D product developer support and going-forward maintenance upgrades, such as Product Correction Notices (PCNs), “bug fixes,” interoperability/usability solutions, are no longer provided.
- Certain faults or functionality issues may not be resolvable without upgrading the system to a version currently supported by the manufacturer. You will be responsible for the costs associated with any upgrades.
- Replacement parts, products or components may become increasingly scarce or require replacement with substitute parts.
- You may experience delays in response or repair intervals.

A list of products that are currently supported is available from Avaya at <http://avaya.com/support> (Maintenance Services Index by Product) for the US and from your sales representative for all other countries.

* “Supported Products” is defined at the end of this document.

** Subject to applicable law.

Certification – Newly purchased products, used products and products that had not been continuously covered are all eligible for coverage. However, certification of the products is sometimes required to ensure that the products are properly installed and in good working order.

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

- Avaya, an authorized Avaya BusinessPartner, or for non-Avaya products, a manufacturer or manufacturer-authorized service provider did not install equipment not classified as “customer installable.”
- Avaya, an authorized Avaya BusinessPartner, or for non-Avaya products, a manufacturer or manufacturer-authorized service provider previously installed the equipment and Avaya service coverage has lapsed for more than ninety (90) days.
- Equipment not classified as “customer installable” is not installed or moved by Avaya or an authorized BusinessPartner to a new site. If you have an INADS line, you must also re-register the line at its new location.

Certification is not included in the services or support described in this document. The cost of the certification will be charged at Avaya’s then current standard rates.

Dedicated Access – You must install or arrange for the installation of a dedicated remote access methodology for systems/devices that support remote access no later than the delivery date of the Avaya-installed systems/devices or prior to the commencement of service in all other situations. Remote access is made possible with a traditional phone line for modem-equipped products or through an Avaya-approved VPN access solution. The line number or IP address must be provided to Avaya as soon as it is available. This modem line or VPN must remain available and dedicated to provide remote access on a 24x7 basis or there may be degradation to the service and support you receive from Avaya. IF 24x7 REMOTE ACCESS IS NOT GRANTED, AVAYA MAY NOT BE ABLE TO PROVIDE SERVICES AND AVAYA MAY CHARGE ADDITIONAL PER-INCIDENT MAINTENANCE RATES IF THERE IS ADDITIONAL COST TO AVAYA IN PROVIDING SERVICES TO YOU.

Remote Hardware Support, 24x7

Benefits of Remote Hardware Support, 24x7

Following are the benefits you will receive under the Remote Hardware Support option. Unless otherwise noted, these benefits are available twenty-four hours a day, seven days a week, and three hundred sixty-five days a year consistent with response intervals.

- Troubleshooting
 - If you experience a problem with a Supported Product, you can report/log a request via toll-free telephone number, facsimile request, or Avaya's support website (<http://avaya.com/support> or <http://webticketing.avaya.com> within the EMEA region). You will also have unlimited access to remote maintenance assistance, documentation, and other information via web-enabled case-based reasoning tools on Avaya's support website. Avaya may require that only Avaya authorized contacts are able to initiate requests, access the support website or check on problem status and may limit the number of authorized contacts.
 - Avaya will 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 designated in this document.
 - Avaya will troubleshoot, analyze and resolve problems with Supported Products via telephone or remote dial-in connection.
 - Avaya will identify inconsistencies or errors in Avaya product documentation.
- Access to Helpline Support – During Standard Business Hours,* you will have access to helpline support, which includes:
 - Answering general usability or product-specific questions, such as non-programming issues and general information around the functionality of a product. Usability information can be provided without knowing the specific programming and configuration details of your system. This general support does not include consultation on appropriate methods and procedures for your environment nor does it include custom programming.
 - Providing advice, which includes directing you to sections of the documentation that may answer a question, clarifying the documentation or recommending possible training courses.
 - Working with trained individuals from your company to enhance understanding of the use and features of Avaya hardware products.
- Access to Product Correction Notices (PCNs) and Updates
 - PCNs and updates will be issued as technician, remote, or customer-installable and with a classification level dependent on the product, level of severity and complexity of the PCN or update.
 - Class 1 (major system failure due to product non-conformance with high probability of potential loss of system use or functionality and/or loss of customer information)
 - Class 2 (moderate system failure with moderate probability loss of system use or functionality and/or loss of customer information)
 - Class 3 (minor system failure with low probability of potential loss of system use or functionality and/or loss of customer information).
 - You are responsible for installing PCNs and updates designated as customer installable. For technician-installable PCN's you are responsible for applicable parts and labor.
 - Parts and on-site labor for Technician installable Product Correction Updates is billable at Avaya's then current Per Incident Maintenance rates, unless specifically provided for in the PCN.

* This phrase is defined at the end of this document.

- Remote help line support for PCNs and updates is available during Standard Business Hours (defined at end of document).
 - PCNs deemed as Class 1 or 2 and remotely installable are available 24x7.
 - If a Product Correction Update requires a system hardware upgrade to comply with current manufacturer's specifications. Avaya will provide a cost estimate prior to providing any chargeable hardware upgrades.
 - PCNs and updates will be available on Avaya's support website; however, only Avaya-issued PCNs and updates are included as part of support.
 - Trouble isolation and fault management associated with the installation of PCNs and updates for non-standard environments is limited to correcting faults with the standard environment.
- Toll (Telephony) Fraud Intervention (limited availability) - If you suspect active toll fraud on Communication Manager®, any G3® or DEFINITY® products included in the Supported Products, the Avaya Services Center will assist you in analyzing the situation and help you understand what you can do to intervene and help stop long-distance theft (toll fraud). Avaya will also provide general security advice to help you secure your Avaya system against toll fraud. Note: This service does not prevent the possibility of toll fraud.
 - Where available, you 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 your Avaya DEFINITY Enterprises Communications Server, or MultiVantage.
 - The security screening service checks the Remote Port Security Device, Default passwords on your Logins and the Remote Access Feature. However, you should not assume that your system is totally secure, even if it passes the screening.
 - With respect to Avaya products, you should 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 Website.

Exclusions from Remote Hardware Support, 24x7

Remote Hardware Support does not include the following:

- Parts replacement and/or on-site support.
- Customized system features, configuration changes or reports (unless specifically included in the Avaya solution).
- Provisioning or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to the Supported Product.
- Services and all troubleshooting support not directly attributable to a fault in Supported Products (including faults in the Customers own network or the public network).
- The capture of off-board alarms for truck interfaces is not included.

Remote Hardware Support with Advance Parts Replacement, 24x7 (not available in all countries – see Addendum for details)

Benefits of Remote Hardware Support with Advance Parts Replacement, 24x7

In addition to the benefits included in Remote Hardware Support, 24x7, Remote Hardware Support with Advance Parts Replacement, 24x7 provides for advance replacement by mail of any covered part Avaya determines to be inoperative. This includes advance parts for PCNs and updates, but does not include system hardware upgrades that may be required. You must follow the procedure outlined below to receive advance parts.

- Contact the local Avaya Support Center for replacement of faulty component/device during Standard Business Hours. If Avaya determines the component/device to be inoperative, a replacement will be shipped to arrive within US/Canada next business day and other regions 2 business days.
- Receive and replace the field-replaceable component/device.
- Ship the faulty component/device to be received by Avaya within thirty (30) business days of receipt of replacement component/device, using industry-standard material handling processes (including the use of Electrostatic Discharge or ESD preventive measures and protective packaging provided by Avaya for products being returned prepaid to Avaya) and the return procedures provided. (You can also ship the faulty device through a logistics service provider if applicable and which may vary by geographical locations.) You may be charged for the replacement device if Avaya does not receive the faulty part within this time frame.
- Certain minor materials, such as internal cabling, fans, fan assemblies, transformers, embedded operating system software, power supplies, fuses and firmware may not be independently replaceable. In these circumstances, Avaya may require and will send the larger component to be replaced rather than the minor material.

Exclusions from Remote Hardware Support with Advance Parts Replacement, 24x7

Remote Hardware Support with Advance Parts Replacement, 24x7 does not include parts that are consumables, accessories, 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.

- UPS and DC Battery coverage are considered consumables and are not covered under maintenance. However, in the US only, they are considered major components and as such are covered under maintenance for replacement.
- Wireless batteries are not considered major components of the various Wireless solutions supported by Avaya. Batteries are considered a consumable product and replacements must be purchased.

On-site Hardware Maintenance, 8x5 or 24x7 (not available in all countries – see Addendum for details)

Benefits of On-site Hardware Maintenance

There are two options for on-site hardware maintenance: 8x5 or 24x7. Both options provide for the benefits described in Remote Hardware Support with Advance Parts Replacement, 24x7. Under both on-site options, if a fault cannot be resolved remotely, and Avaya determines on-site intervention is required, Avaya will dispatch Avaya's field technical resources or designated resource, including engineering support, consistent with the response intervals set out below.

The following is also included for both on-site hardware maintenance options:

- Installation of technician installable PCNs and updates during Standard Business Hours.
- Support outside of Standard Business Hours is included for remote and technician-installable Class 1 and Class 2 PCNs, for customers that have On-site Hardware Maintenance 24x7.
- Routine preventive maintenance for Avaya DEFINITY products.
- Damage to voice hardware products (not including data products, VPN, video, etc.) where lightning or a power surge is the direct cause of damage to the voice hardware products, provided that: (This benefit is available in US/Canada only.)
 - You complied with all documentation, installation, electrical code standards and site requirements
 - All power feeds for the switching products, analog central office facilities connected to the switching product, and ancillary equipment are protected by a properly installed protection device UPS (Uninterruptible Power System) are not acceptable protection devices
 - All T1/DS1 facilities are terminated in a CSU and/or DSU

Exclusions from On-site Hardware Maintenance

- Remaining on-site after resolution of a problem in the Supported Products.
- Remaining on-site outside of coverage hours.
- Providing standby service, such as requesting field technicians to be present on your premises during electrical power shutdowns, disaster recovery tests, or special events.
- Additional charges may apply if an Avaya field technician is scheduled to service equipment and the technician must wait one (1) or more hours after arriving on-site for equipment to become available for servicing.

Response Intervals of On-site Maintenance

Response intervals define Avaya's objectives for responding to a request for support. If Avaya deems the fault cannot be cleared remotely, the 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 your site.

- 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 – Next business day during Standard Business Hours.
- All Other On-site Maintenance – As scheduled by you and Avaya.

SMBS Enhancement Support – US Only

SMBS Enhancement support for IP Office, Partner ACS 3.0 and above and Merlin Magix is only available with a Support 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 Global Technical Support (GTS) 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 will be performed via remote access to your product.
- **Subsequent On-Line Training:** Provides additional On-line coaching and training assistance to the customer through GTS. 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.).

Product Correction Support Coverage—US/Canada Only

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.
- Firmware Updates to voice terminals and other end-user devices (e.g., IP Softphone) are included for customers that have On-Site Hardware Maintenance 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 excludes updates issued by Sun MicrosystemsSM, including those approved by Tier IV, unless they have been incorporated into an Avaya issued PCN.

DEFINITIONS

Major/Minor Failures – Avaya determines whether the outage or fault constitutes a Major and Minor Failure. The following are the guidelines for Major and Minor Failures according to product group:

- DEFINITY, Communication Manager, AUDIX®, Intuity™ 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. Twenty-five percent (25%) or more of the user community is out of service at any time due to the failure of a Supported Product not manufactured by Avaya.

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

Note: 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.

- PARTNER®, MERLIN Legend, MERLIN MAGIX® and IP Office Integrated systems:

Major Failure: Failures that materially affect the operation of your telecommunications system.

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

- CRM, Modular Messaging and Messaging Software Products:
 - Major Failure:* Failures that materially affect critical operations. Critical 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), Voice Portal (VP) 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/VP - 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.

- Data and Avaya Supported Servers:
 - Major Failure:* Failures that Avaya determines materially affect critical operations.
 - Minor Failure:* Any failure of data products that is not included in the definition of a Major Failure.

- Meeting Exchange Conference Products:

Major Failure Failures that materially affect critical 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 materially affecting normal business operations.

Standard Business Hours – Monday through Friday between the hours of 8:00 am and 5:00 pm in the time zone where the Supported Product is located, excluding Avaya-observed holidays. A list of Avaya observed holidays is available upon request.

Supported Products – The hardware products included on a service order form or associated service quote. Software is expressly excluded from coverage under this document. **Products manufactured by independent third parties (OEM products) may be included as Supported Products; however, these products are often serviced by third parties and the levels of service coverage and response intervals are designated by the third party performing the service. The service levels and response times contained in this document will not apply to these third party products.**

Addendum – Country Availability and Major Cities

Remote Hardware Support with Advance Parts Replacement and Onsite Hardware Maintenance Services are only generally available in the following countries only:

Note: Remote only support is available in all territories.

North America

USA	Canada	
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Europe Middle East & Africa

Austria	Belgium	Czech Republic
France	Germany	Hungary
Ireland	Italy	Luxembourg
Netherlands	Poland	Portugal
Russia	Slovakia	Slovenia
Spain	Switzerland	UK

Under Special Bid authorization only:

Croatia	Denmark	Finland
Sweden		

Asia and Pacific

Australia	China	Hong Kong
India	Japan	Korea
Malaysia	Philippines	Singapore
Taiwan	Thailand	

Central & Latin American

Argentina	Brazil	Colombia
Mexico		

Addendum – Major Cities

To qualify for the Major Failure onsite response interval your site must be located within an Avaya covered major metropolitan area within North America or in the following major cities in supported countries

North America - Canada

Calgary	Edmonton	Fredericton
Guelph	Halifax	Kingston
London	Moncton	Montreal
Ottawa	Peterborough	Quebec City
Regina	Saskatoon	St. John
St. John's	Sherbrooke	Toronto (GTA 416/905)
Vancouver	Victoria	Windsor
Winnipeg		

Europe Middle East & Africa

Austria Vienna	Belgium Brussels	Czech Republic Prague
France Lyon Marseille Nantes Paris	Germany Berlin Dusseldorf Frankfurt Hamburg Kóln (Cologne) Leipzig Munich Stuttgart	Hungary Budapest
Ireland Dublin	Italy Milan Rome	Netherlands Amsterdam Rotterdam

Poland Warsaw	Russia Moscow	Spain Barcelona Madrid
Switzerland Geneva Zurich	UK Birmingham Bristol Cardiff Edinburgh London Manchester	