

**AUTHORIZED FEDERAL SUPPLY SERVICE
MULTIPLE AWARD SCHEDULE PRICE LIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICE**

SUBCATEGORY F01 ELECTRONIC COMMERCE

SIN 54151ECOM ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

54151ECOM Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

Cooperative Purchasing: Yes

FSC/PSC Code: D304

SUBCATEGORY F02 IT HARDWARE

SIN 33411 PURCHASING OF NEW ELECTRONIC EQUIPMENT

33411 Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

Cooperative Purchasing: Yes

FSC/PSC Code: 7010

SIN 811212 COMPUTER AND OFFICE MACHINE MAINTENANCE AND REPAIR

811212 Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment. (After Expiration of Guarantee/Warranty Provisions and/or When Required Service Is Not Covered by Guarantee/Warranty Provisions) and for Leased Equipment

Cooperative Purchasing: Yes

FSC/PSC Code: J070

SUBCATEGORY F03 IT SERVICES

SIN 54151S INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

54151S IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

Cooperative Purchasing: Yes

FSC/PSC Code: D399

SUBCATEGORY F04 IT SOFTWARE

SIN 511210 SOFTWARE LICENSES

511210 Includes both term and perpetual software licenses and maintenance. Includes operating system software, application software, EDI translation and mapping software, enabled email message-based applications, Internet software, database management applications, and other software.

Cooperative Purchasing: Yes

FSC/PSC Code: 7030

SIN 54151 SOFTWARE MAINTENANCE SERVICES

54151 Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

Cooperative Purchasing: Yes

FSC/PSC Code: J070

SUBCATEGORY F05 IT SOLUTIONS

SIN 561422 Automated Contact Center Solutions (ACCS)

561422 ACCS is defined as any combination of products, equipment, software and/or services that are required to establish and maintain contact center capabilities managed by the contractor for an agency. These include a wide range of automated and attended managed solutions that allow agencies to respond to inquiries from the public. Permissible offerings under this SIN may include any technologies or services required to deliver and support ACCS to agencies, including but not limited to: Technology: Automated services to include but not limited to Artificial Intelligence (AI), Chat Bots, Robotic Process Automation, Interactive Voice Response (IVR), Voice/Speech Recognition, Text-to-Speech, Voicemail, Callback, Web Callback, Email Delivery, Hosted Online Ordering, Hosted Email Web Form, Hosted FAQ Service, etc.

Cooperative Purchasing: Yes

FSC/PSC Code: D399

SIN 518210C CLOUD COMPUTING AND CLOUD RELATED IT PROFESSIONAL SERVICES

518210C Includes commercially available cloud computing services such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) and emerging cloud computing services. IT professional services that are focused on providing the types of services that support the Government's adoption of, migration to, or governance/management of cloud computing. Specific cloud related IT professional labor categories and/or fixed-price professional services solutions (e.g., migration services) that support activities associated with assessing cloud solutions,



refactoring workloads for cloud solutions, migrating legacy or other systems to cloud solutions, providing management/governance of cloud solutions, DevOps, developing cloud native applications, or other cloud oriented activities are within scope of this SIN.

Cooperative Purchasing: Yes

FSC/PSC Code : DB10

SUBCATEGORY F06 IT TRAINING

SIN 611420 INFORMATION TECHNOLOGY TRAINING

611420 Includes training on hardware, software, cloud, and other applicable systems.

Cooperative Purchasing: Yes

FSC/PSC Code: U012

ORDER-LEVEL MATERIALS

SIN OLM ORDER-LEVEL MATERIALS (OLMs)

Ordering activities may go to www.gsa.gov/olm for more information on OLMs established and priced at the order level.

For more information on ordering from Federal Supply Schedules click on the following web link:
<https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules>

Avaya Federal Solutions, Inc.
12730 Fair Lakes Circle
Fairfax, VA 22033-4901
1-800-492-6769

Contract Number: GS-35F-0156V

Period Covered by Contract: January 8, 2019 through January 7, 2024

Price list current through Modification # 190 dated October 5, 2023

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The Internet address for GSA Advantage!® is: <https://www.gsa.gov/tools-overview/buying-and-selling-tools/gsa-advantage>.

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Information for Ordering Activities

Information for Ordering Activities

1. Geographic Coverage

The geographic scope of this contract is domestic delivery in the 48 contiguous states and the District of Columbia. Delivery to Alaska, Hawaii, Puerto Rico, the U.S. Territories and overseas U.S. Government Installations are for selected products only.

2. Ordering/Contact Information

a. Ordering Address

Ordering, Order Status, Invoice/Payment Information and Technical Assistance:

Avaya Federal Solutions, Inc.
 Federal Customer Care Center
 14400 Hertz Quail Springs Parkway
 Oklahoma City, OK 73134
 Telephone: 1-800-492-6769
 Facsimile: 1-800-882-1618

Maintenance/Support

Telephone: 1-800-242-2121

Training

Telephone: 1-800-288-5327

GSA Authorized Dealers

See list below or <http://www.avaya.com/avayagov/contracts/gsa-schedule/gsa-it-schedule> for GSA Authorized Dealers' contact information.

Orders placed under Avaya's GSA Schedule to Authorized Dealers shall be issued to Avaya Federal Solutions, Inc. c/o <Dealer> and shall reference the Dealer's CAGE Code and/or DUNS Number/Unique Entity Identifier (UEI). Dealer will invoice the ordering activity and accept payment in Avaya Federal Solutions' name, c/o < Dealer>.

Dealer	Contact	Address/Phone	eMail Address	Territory	CAGE Code	DUNS Number / Unique Entity Identifier (UEI)	Socio-Economic Status
Advanced Communication Systems, LLC	Jay Faulconer	1200 Sunset Lane, #2111 Culpeper, VA 22701 703-362-9205	jay@advcomsol.com	Federal - Nationwide State/Local - VA	7FYY3	07-969-7410 / SSE5BL1HKY94	Small Business
Alliance Technology Group, LLC	Bob King	7010 Hi Tech Drive Hanover, MD 21076 443-561-0260	bking@alliance-it.com	Federal - Nationwide State/Local - No	1YBR8	96-927-6252 / UCM7WPGJBZ67	SDB / Woman Owned / 8(a) Certified
Altura Communications Solutions	James Mullenix Scot Cusack	1540 South Lewis Street Anaheim, CA 92805 714-948-8429 (James) 714-948-8727 (Tom)	James.Mullenix@waterfield.com	Federal & State/Local - Nationwide	44743	10-362-1814 / D3RHJXX5KLE7	Small Business



Information for Ordering Activities

Dealer	Contact	Address/Phone	eMail Address	Territory	CAGE Code	DUNS Number / Unique Entity Identifier (UEI)	Socio-Economic Status
Beacon Telecom, Inc.	Jay D'Antona	80 Cedar Street Canton, MA 02021 800-800-7004	jdantona@beacontelecom.com	Federal & State/Local - Nationwide	1ZLH5	87-310-7627 / QR48U5N1JFM5	Small Business (517110)
Blue Tech Inc.	Dylan Slay	4025 Hancock St Suite 100 San Diego, CA 92110 619-497-6060	dslay@bluetech.com	Federal - Nationwide State/Local - No	OCL10	12-170-1957 / MDC5LDZKQAM4	SDB / Woman-owned / HubZone / 8(a)
Carousel Industries of North America, Inc.	Lauren Testa	659 South County Trail Exeter, RI 02822 401-583-4465	LTesta@carouselindustries.com	Federal & State/Local - Nationwide	1TBN6	92-745-0510 / DPAUHGF917Y3	Small Business
Cerium Networks, Inc.	Roger Junkermier	1636 West 1 st Avenue Spokane, WA 99201 509-536-8656	rjunkermier@ceriumnetworks.com	Federal - Nationwide State/Local - AK, CA, ID, MT, OR, WA, WY	3Q5X8	91-205-9896 / EQFBWJ3M55V5	Large Business
Comstar Technologies, LLC	Tim Fukui	1155 Phoenixville Pike, Suite 114-115 West Chester, PA 19382 610-840-1307	tfukui@comstar-usa.com	Federal - Nationwide State/Local - No	810D1	79-491-6411 / CM4EV7UDGNP6	Large Business
ConvergeOne Government Solutions, LLC	Inna Naryzhny	350 Clark Drive, Suite 120 Budd Lake, NJ 07828 973-527-3942	sales@c1gov.com	Federal - Nationwide State/Local - No	3EDE6	82-521-1501 / FLLXJSJ5ZX4	Large Business
ConvergeOne, Inc.	Jenn Hilgreen	10900 Nesbitt Ave South Bloomington, MN 55437 212-613-1055	JHilgreen@convergeone.com	Federal - No State/Local - Nationwide	01KM6	82-541-0319 / JTAMGUTNNFE3	Large Business
Hayes e-Government Resources, Inc.	Brooke Heffley	2551 Walunee Blvd Tallahassee, FL 32308 850-553-3963	bheffley@hcs.net	Federal - No State/Local - FL	60U26	11-074-8543 / NJAGDYHA1MH5	Small Business Woman Owned
Hi Country Wire and Telephone	Bob Whitfield Jr.	11645 West 62nd Place Arvada, CO 80004 303-467-5500	Bobjr@hcwt.com	Federal - Nationwide State/Local - AZ, CO, NM, WY	1Y9T4	12-279-7673 / TY14NNSRH975	Small Business Veteran Owned
Meridian IT Inc.	Jim Harrington	509 Erie Blvd West Syracuse, NY 13204 847-946-4017	jim.harrington@meridianitinc.com	Federal - Nationwide State/Local - CT, GA, IL, KY, MA, MO, NC, NY, OH, SC, TN, VT	5L8M8	03-696-8949 / R4XNRMB529J1	Large Business
Mid Atlantic Business Communications	Jeremy Williams	701 Portcentre Parkway Portsmouth, VA 23704 757-673-2264	jwilliams@mabc.com	Federal - Nationwide State/Local - No	0ZJH9	78-606-7660 / L3CJBTN21RZ4	Small Business Veteran Owned Service Disabled
Mission Critical Solutions - MCS of Tampa	Chris Collins	8510 Sunstate Street Tampa, FL 33634 813-865-1042	ccollins@mcsoftampa.com	Federal - Nationwide State/Local - No	1GBS1	80-020-3580 / V46DN5AQ9MS6	Small Business / 8(a)
Norstan Communications, Inc. dba Black Box Network Services	Billy Redden	7970 Bayberry Rd, Suite 5 Jacksonville, FL 32256 904-716-9481	billy.redden@blackbox.com	Federal - No STATE/LOCAL - AL, FL, GA, IN, KY, LA, MS, NC, SC, TN, VA, WV	1E5Y9	068196054 / DC99E5542LN5	Large Business
Optivor Technologies, LLC	Stuart Chandler	10820 Guilford Road Suite 208 Annapolis Junction, MD 20701 240-646-3955	orders@optivor.com	Federal - Nationwide State/Local - MD	1Y5H0	11-286-5048 / EYHLE7YTGf55	Small Business Woman Owned



Information for Ordering Activities

Dealer	Contact	Address/Phone	eMail Address	Territory	CAGE Code	DUNS Number / Unique Entity Identifier (UEI)	Socio-Economic Status
Progressive Communications, LLC	Ky Nakaoka	1082 Sand Island Parkway Honolulu, HI 96819 808-845-0000	knakaoka@progressive-hi.com	Federal & State/Local - CA, HI, NV	0ZV00	11-323-1062 / HHVMML97NGK5	Small Business
Team Ronco Incorporated	Jason Grieco	1000 Park Forty Plaza Suite 325 Durham, NC 27713 919-961-8060	fedgov@ronco.net	Federal – Nationwide	1AL46	01-279-4236 / LMUACC4392A8	Small Business
Tyten Technologies, Inc.	Tygh VanZandt	11161 E State Rd 70, Suite 110-346 Lakewood Ranch, FL 34202 610-590-3801	tvanzandt@tytentec.com	Federal & State/Local - Nationwide	8CS23	08-023-2293 / LKUBLNMLLAC7	Small Business

b. Consolidated Invoicing

Unless otherwise requested by the ordering activity, this contract allows for consolidated billing of multiple items on an invoice for administrative ease. If the ordering activity requires detailed billing information for installation or maintenance coverage, Avaya will provide upon request. Contact Avaya’s Customer Care Center at 800-492-6769.

c. Payment Address

As shown on invoice.

d. Government Purchase Cards

i. Government Purchase Cards are accepted for payments for oral or written delivery orders. Avaya will, upon request, provide the ordering activity with the bank account information for wire transfer payments.

ii. Government Purchase Cards are accepted at, above and below the micro-purchase threshold.

3. Liability for Injury or Damage

Avaya Federal Solutions (hereinafter “Avaya”) shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by Avaya, unless such injury or damage is due to the fault or negligence of Avaya.

4. Statistical Data for Ordering Office Completion of Standard Form 279

Block 9	G Order/Modification Under Federal Schedule
Block 16	Unique Entity Identifier (UEI): NML3JFNVEAW6
Block 30	Type of Contractor: C. Large Business
Block 31	Woman-Owned Business: No
Block 37	Avaya Federal Solutions, Inc.’s Tax Identification Code: 20-8174392

a. Cage Code

4NGZ0	12730 Fair Lakes Circle Fairfax, VA 22033-4901
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Information for Ordering Activities

- b. Avaya Federal Solutions, Inc. has registered with the System for Award Management (SAM).
- c. The SAM Unique Entity Identifier (UEI) number for Avaya Federal Solutions, Inc. is NML3JFNVEAW6.
- d. Statistical data including TIN, DUNS, UEI and CAGE for GSA Authorized Dealers can be found under the Dealer's SAM registration.

5. F.O.B. Destination

Shipments within the 48 contiguous states and District of Columbia are FOB destination. Delivery to Alaska, Hawaii, Puerto Rico, U.S. Territories and overseas U.S. Government Installations would be to point of embarkation.

6. Delivery Schedule

- a. Time of Delivery
Time of delivery is based on mutual agreement between the ordering activity and Avaya. Contact the Avaya Sales Office to obtain current delivery intervals. Expedited delivery and/or overnight and 2-day delivery is available for selected products at an additional charge. Ordering activities can contact the respective Avaya representative for information.
- b. Urgent Requirements

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, the ordering activity is encouraged, if time permits, to contact Avaya for the purpose of obtaining accelerated delivery. Avaya shall reply to the inquiry within 3 workdays after receipt of request. If Avaya offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts

- a. All prices are net after all discounts have been deducted. The prices stated apply to all ordering activities.
- b. Quantity Discounts: None
- c. Prompt Payment: 0% - NET 30 days from receipt of invoice or date of acceptance, whichever is later. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

8. Trade Agreements

All items are U.S.-made end products or designated country end products, as defined in the Trade Agreements clause (FAR 52.225-5 (AUG 2018)).

Information for Ordering Activities

9. Export Packing

Export packing, if requested, is available outside the scope of this contract. Charges shall be provided upon request.

10. Maximum Order

(All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$100,000.00
SIN OLM Order-Level Materials

- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$250,000.00
SIN 611420 Information Technology Training

- c. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000.00
SIN 33411 Purchasing of New Electronic Equipment
SIN 511210 Software Licenses
SIN 518210C Cloud Computing and Cloud Related It Professional Svices
SIN 54151 Software Maintenance Services
SIN 54151ECOM Electronic Commerce and Subscription Services
SIN 54151S Information Technology Professional Services
SIN 561422 Automated Contact Center Solutions (ACCS)
SIN 811212 Computer and Office Machine Repair and Maintenance

11. Minimum Order

There is a \$250.00 minimum value on orders to be issued under this contract.

12. Ordering Procedures for Federal Supply Schedule Contracts

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all Schedules.

- a. FAR 8.405-1 Ordering Procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering Procedures for services requiring a statement of work.

13. Contractor Tasks / Special Requirements (C-FSS-370) (NOV 2003)

- a. Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances are factored into the price offered under the Multiple Award Schedule.

- b. Travel! The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

Information for Ordering Activities

Note: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- c. Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations are factored into the price offered under the Multiple Award Schedule program.
- d. Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance are factored into the price offered under the Multiple Award Schedule program.
- e. Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- f. Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- g. Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- h. Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- i. Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- j. Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- k. Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

14. Contract Administration for Ordering Offices

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.I.)

15. GSA Advantage!

The GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule price lists with ordering information. The GSA Advantage! will allow the user to:

Perform various searches across all contracts including, but not limited to:

- a. Manufacturer

Information for Ordering Activities

- b. Manufacturer's Part Number; and
- c. Product categories.

Ordering activities can browse GSA Advantage! by accessing the Internet address:
<https://www.gsa.gov/tools-overview/buying-and-selling-tools/gsa-advantage>

16. Purchase of Open Market Items

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For Administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) – referred to as open market items – to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual task or delivery order, **only if –**

- a. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19);
- b. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- c. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- d. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

17. Contractor Commitments, Warranties, and Representations

- a. For purposes of this contract, the commitments, warranties, and representation include, in addition to those agreed to for the entire schedule contract:
 - (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties made concerning the products made in any literature, description, drawings, and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract

18. Overseas Activities

Avaya does not offer overseas installation, maintenance and other services within the scope of the contract.

19. Blanket Purchase Agreements (BPAs)

The use of BPAs under any Schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more Schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

20. Contractor Team Arrangements

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-80, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

21. Installation, De-installation, Reinstallation

The Davis-Bacon Act (40 U.S.C. 276a-7) provides that contracts in excess of \$2000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simply installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.

If prevailing wages should apply, the labor rates may be increased accordingly.

22. Section 508 Compliance

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) by following the "Section 508 Accessibility" link at <https://www.avaya.com/us-government-solutions/capabilities/accessibility/>.

The EIT standard can be found at: www.Section508.gov/.

23. Insurance – Work on a Government Installation (Jan 1997)(FAR 52.228-5)

- a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

Information for Ordering Activities

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

24. Advance Payments

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under the contract. (31 U.S.C. 3324), except as noted in SIN 511210/54151.

Terms and Conditions Applicable to Electronic Commerce and Subscription Services (Special Item Number 54151ECOM)

1. Scope

The prices, terms and conditions stated under Special Item Number 54151ECOM Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Multiple Award Schedule. Avaya offers Secure Delivery Hosted Service (hereafter known as the Service) in the form of a subscription-based service.

2. Electronic Commerce Capacity and Coverage

The Ordering Activity shall specify the number of Provisioned End Users, Feature Bundles required, and contract term as part of the initial requirement. Price list rates are *monthly rates* per unit, to be multiplied by the total number of months in the term for the total offer price per unit. Example: Price list rate of \$1.00/unit would be \$12.00/unit for a 1-year term, \$36.00/unit for a 3-year term and \$60.00/unit for a 5-year term. At the end of the term the contract will be re-cast at the then-current offer price and terms.

Early Termination fees will be required if the contract is terminated prior to the committed contract term.

3. Information Assurance

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with FedRAMP.
- b. The Ordering Activity shall assign an impact level per Federal Information Processing Standards (FIPS) Publication 199 & 200 & 140-2 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems"), prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 54151ECOM is capable of meeting the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FedRAMP compliance for any proposed or awarded Electronic Commerce services. All FedRAMP certification, accreditation, and evaluation activities are the responsibility of the Ordering Activity.

4. Delivery Schedule

The Ordering Activity shall specify the delivery schedule as part of the initial requirement and will be mutually agreed upon.

5. Interoperability

When an Ordering Activity requires interoperability, it shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with hard endpoints (such as gateways or hard phones) and provisioning of enterprise service access will be defined in the individual requirement.

6. Order

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.
- c. In order to purchase this Service, a Statement of Work (SOW) will be required between Avaya and the Ordering Activity. The SOW includes, but is not limited to, describing the scope of the Service including the roles and responsibilities of Avaya and the Ordering Activity.

7. Performance of Electronic Services

The Contractor shall provide electronic services on the date agreed to by the Contractor and the Ordering Activity.

8. Responsibilities

a. Responsibilities of the Contractor

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

b. Responsibilities of the Government

It is the Ordering Activity's responsibility to provide Wide Area Network (WAN) connectivity (e.g. Multi-Protocol Label Switching (MPLS)), cross connects, and routers between the Ordering Activity locations and the Avaya-provided data centers (where the Service is located).

The following are to be provided by the Ordering Activity:

- As requirements of the Service, the Ordering Activity is responsible for providing MPLS network connectivity to both data center locations and network security. This includes all routers, gateways and cross-connects that are needed for connectivity to the data centers. In addition, the Ordering Activity is responsible for providing the following:
 - Network Time Protocol (NTP)
 - Dynamic Host Configuration Protocol (DHCP)
 - Domain Name System (DNS)
 - Firewalls are required between the Avaya provided data centers and Ordering Activity's network and need to be able to support the bandwidth generated by Avaya providing and Ordering Activity using the Service.
 - G.711 compliant connectivity to support TTY/TDD traffic as required by Section 508 of GSA Government-wide Accessibility Program.

- The procurement, installation and support for compatible physical endpoints such as handsets, terminals, and gateways. Additional information on compatible endpoints can be found at: Compatibility Matrix.
- The installation soft clients and provision of PC's that meet the specifications applicable for the relevant Soft Clients.

c. Network Requirements

The Ordering Activity's compliance with the Network Requirements is critical to the achievement of voice and video quality and the ability of Avaya to provide the (IP based) Service. The Ordering Activity will ensure that the Ordering Activity's network complies with the Network Requirements detailed in the Network Readiness Policy. If Avaya determines that Ordering Activity's network does not comply with any Network Requirement then, until such time as all Network Requirements have been met and compliance evidence provided to Avaya, the Service may be suspended. Avaya Professional Services (APS) is available to perform the Network Readiness Assessment, separately purchased under SIN 54151S.

9. Rights In Data

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. Acceptance Testing

If requested by the Ordering Activity the Contractor shall provide acceptance test plans and procedures for Ordering Activity approval. The Contractor shall perform acceptance testing of the systems for Ordering Activity approval in accordance with the approved test procedures.

11. Warranty

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

For Items Procured – see Warranty Terms under SIN 33411

The warranty shall commence upon the later of the following:

1. Activation of the user's service
2. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. Management and Operations Pricing

Avaya shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.



13. Training

Normal commercial training on how to request support for the Service and how to view standard Service reports shall be provided by the Contractor. Incremental instructor-led end user feature training for the Service is available for a separate charge.

14. Monthly Reports

In accordance with commercial practices, the Contractor will furnish the Ordering Activity/user with the following standard monthly reports, if requested. Additional/customized reports may be provided for a separate charge.

- Incident Management: Report summarizing open and closed Incidents since the last report.
- Service Level Report detailing Avaya performance against the Service Levels.
- MACD Summary Report containing information on MACD quantity, type and status.

15. Services Available in the Subscription

The Service offered is available via three feature bundles that addresses typical use cases for Ordering Activity needs: Basic, Core and Power

Basic Secure

Basic single user 3-year subscription. Includes basic calling features, basic messaging and 6-party ad hoc conferencing. For single desk phone or fax. Hard phone or soft phone not included.

Core Secure

Core single user 3-year subscription. Includes Enterprise Calling Features including IM/Presence, 6-party ad-hoc conferencing, point to point video, Avaya Client Integration (enables MS Skype), Advanced Messaging, Avaya Soft Client and Mobility Client. Hard phone not included.

Power Secure

Power single user 3-year subscription. Includes Enterprise Calling Features including IM/Presence, 6-party ad hoc conferencing, point to point video, Avaya Client Integration (enables MS Skype), Advanced Messaging, Avaya Soft Client and Mobility Client and Avaya audio, web and video meet-me collaboration. Hard phone not included.

Features	Basic	Core	Power
IP Telephony with Geo-Redundancy	•	•	•
Messaging - Basic	•		
Messaging - Advanced (Mainstream)		•	•
IM & Presence		•	•
Desktop Soft Client		•	•

Features	Basic	Core	Power
Mobile Soft Client		•	•
Point to Point Video		•	•
6-Party Voice Ad-Hoc Audio Conferencing	•	•	•
Meet-Me Collaboration - Audio, Web and Video (up to 25 parties)			•
Avaya Client Applications (enables MS Skype)		•	•



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Management & Reporting	•	•	•
IP Telephony for Hard End Points (Hard End Points not included in Service)	Avaya SIP, analog or digital device, 3rd party analog. Avaya h.248 gateway.		

Included with the monthly fee for all feature sets:

- Hosting Infrastructure (data center, hardware, software)
- Onboarding to the Service
- Remote Service Management
- Infrastructure Maintenance
- Technology Refresh of the Service

Pricing is based on the number of Provisioned End Users and their Service feature bundle. A “Provisioned End User” is any extension, DID, virtual meeting room, mailbox, conference phone, lobby phone, etc. that is provisioned on the Service. Requirements with fewer than minimum Provisioned End Users may be considered on a case by case basis.

a. Other Hardware and Services

IP End Point Hardware continues as a purchase only offer (SIN 33411) and includes all servers, gateways, hard phones, etc. Avaya provides select SIP phone sets on subscription service basis (“Device as a Service” or “DaaS”) per the following. Avaya retains the title to the phone and the customer pays a fixed monthly fee for an agreed upon minimum term. At the end of the then current term, the subscription agreement is automatically extended for an additional, equivalent to prior contract term length, unless the Customer provides notice of its intent to cancel or allow the subscription agreement to expire.

(1) Lifecycle of Avaya End-points

It is possible that during the set as a service contract terms that a product available at the time of the subscription purchase would transition to End of Sale (EOS) and through to End of Manufacturer Support (EoMS) which typically occurs three years after EOS. Avaya reserves the right to replace a Customer’s existing endpoint device with equal or similar functionality should their existing endpoint device be discontinued. If a device has reached End of Service Support, for replacement purposes it will be treated as End of Manufacturer Support, above.

(2) Support for Endpoint Devices

Avaya will perform support as part of the set subscription service which includes remote technical support for endpoints. Avaya will provide remote technical support and troubleshooting 24 x7 for those devices/sets provided under the subscription service agreement. The Customer has 24x7 around-the-clock access to an Avaya Service Center via the website (<http://support.avaya.com>) or telephone to request software and (where applicable) hardware support. Avaya may require that only Avaya-authorized Customer contacts are eligible to request support, verify the identity of Customer contacts requesting support and limit the number of authorized contacts. Avaya’s remote support, including all electronic and telephone communications, is provided in the English language.

(3) Parts Replacement for Endpoint Devices

Where sets procured as a service subscription parts replacement is geographically available, Customers, as part of the offer will be entitled to invoke advance replacement of any endpoint device subscribed through the subscription offer. Replacement parts may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent. Avaya requires that only authorized Customer contacts or Authorized GSA Schedule Partner Agents are eligible to request advance replacement of parts. Avaya may initiate additional troubleshooting and diagnostics via telephone or on-demand remote connection to confirm the component/device is inoperative. Avaya will confirm if the replacement part is a Critical Component or a Non-Critical Component. A replacement part will be shipped per the Customer's level of coverage. Shipment and transportation of the advance replacement part will be coordinated using standard shipping services. Avaya will ship the replacement part under the same delivery terms specified in the Customer's subscription agreement with Avaya for product deliveries.

The Customer will ship the identified faulty part back to Avaya at Avaya's expense to arrive within thirty (30) calendar days of issuance of an Avaya case number by Avaya in accordance with Avaya's then-current returned materials authorization (RMA) procedure using industry-standard material handling processes including the use of Electrostatic Discharge or ESD preventive measures and protective packaging provided by Avaya.

If Avaya does not receive the returned part within thirty (30) calendar days of shipping a replacement part to the Customer, the returned part does not match the part replaced by Avaya, the returned part does not match Avaya's registration record, or the returned part is not eligible for advance replacement, Avaya reserves the right to request a purchase order and invoice the Customer the then-current market value of the replaced part. Failure to return defective parts may result in the suspension of future advanced parts replacement support from Avaya. If the defective part is returned to Avaya after the thirty (30) calendar day period, no credits or refunds will be issued against the invoice created.

Supported Products returned to Avaya for non-conformance issues, dead on arrival or epidemic failure conditions, and for which Avaya finds no errors or non-conformance after required testing will be designated as No Trouble Found ("NTF"). For Supported Products which are tested and determined not to be defective and do not require repair, Avaya reserves the right to investigate an unusually high return rate of sets found NTF to determine customer needs for further training. If the Supported Product was advance replaced, Avaya will retain the NTF set.

Avaya reserves the right to suspend parts replacement under the circumstances of unusually high returns within a contract greater than 1% of the number of endpoint devices under subscription, in order to investigate potential causes of failure.

Parts Coverage Hours - Avaya will use commercially reasonable efforts to arrange shipment of an advance replacement part according to the following chart.

	Parts Next Business Day
Non-Critical Component	If the request is received before 5:00 p.m. local site time during Standard Business Hours*, the replacement part is shipped to arrive the following business day.
	If the request is received after 5:00 p.m. local site time during Standard Business Hours*, the replacement part is shipped to arrive in two (2) business days or later if a different delivery date is requested.

* Monday through Friday (or any other local period of five (5) consecutive working days according to local custom) between the hours of 8:00 a.m. and 5:00 p.m. in the time zone where the Supported Products are located, excluding Avaya observed holidays (a list is available upon request).

Exclusions from Parts Coverage

The following exclusions apply to Parts coverage:

- Hardware replacement for damages or malfunctions caused by: (1) actions of non-Avaya personnel or the attachment of products not supported by Avaya; (2) failure to follow manufacturer's installation, operation, or maintenance instructions; (3) failure of products not serviced under this Service Description; (4) abuse, misuse, or negligent acts of non-Avaya personnel; (5) repair to products if the Customer or the Customer's authorized party modified the product in any manner, shall not be covered.
 - Replacement of parts that are consumables, accessories or minor materials, including, but not limited to: batteries and, headsets, wall brackets, rack mounting, and other hardware kits, face plates, bezels, blank panels, designation strips, technical documentation, labels, and removable media.
- The provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to Supported Products.
 - Services that cannot be provided due to the Customer's failure to fulfill the customer responsibilities detailed in the Customer Responsibilities section of this Service Description.

Note: The Avaya Service Description document that describes the deliverables for Device as a Service in more detail is available upon request.

(4) Device Endpoint Software Upgrade Policy

Customers are required to keep endpoint devices software current and up-to-date using the latest available service packs and software releases for the endpoint devices found at <http://support.avaya.com>.

The Customer has access to Product Correction Updates ("Update") issued by Avaya. An Update can be a Product Correction Notice (PCN), minor software or firmware update or service pack. Avaya will notify the End Customer via <http://support.avaya.com> of any Avaya-recommended Updates.

At a minimum, if Avaya support is required the endpoint devices must be first upgraded to the latest available device software level.

(5) Customer Responsibilities

With Avaya Device Subscription, the Customer provides these elements which make for a comprehensive end-to-end solution:

- Customer deployed Avaya environment which has completed onboarding and has been onboarded, certified and ready for production/live use.
- Customer has completed registration of the Avaya environment with remote connectivity including SAL gateway with external Internet access for remote connectivity.

- Customer designated IT lead(s) are understanding their role in ensuring the DES provided Network Enrolment Code is entered into the phones provided under this offer.
- Any premises elements used in conjunction with the endpoints provided under this offer such as Application software, Platforms, Gateways and/or Local Survivable Nodes have already been registered and under Avaya maintenance support contracts.
- In advance of ordering endpoints have determined what additional Avaya Services (implementation / configuration or enhanced maintenance or managed services) they require, and these are contracted and ready for production/live use.
- Implementation and configuration work required to enable the endpoint device to be brought into service. If the Customer requires additional on-site support or configuration support then this will be subject to additional charges from Avaya and/or Avaya Authorized GSA Partner.

Notwithstanding anything to the contrary, Customer is solely responsible for obtaining all inbound and/or outbound connectivity with Avaya. Customer shall provide or contract directly with third party telco service providers for all connectivity.

(6) Return Process for Endpoint Devices

In the event that endpoint devices need to be returned to Avaya as part of Service and Support the standard RMA procedure should be used which starts with a service ticket being opened on support.avaya.com. The direct link to the service creation request is below:

<https://support.avaya.com/service-requests/enterticket.action>

As part of the RMA process it is necessary to return the defective parts to Avaya. If Avaya does not receive the returned part within 30 calendar days, the returned part does not match the part replaced by Avaya or if the returned part does not match Avaya's registration record, the Customer will need to provide a new Purchase Order number to Avaya's asset recovery team to facilitate the billing of product not returned, at the applicable market value, an amount equal to the replacement price for the non-returned device.

(7) Automatic Renewal of Contract

The device subscription agreement will automatically renew at the end of the initial term of coverage and any renewal term unless either party provides written notice of its intent not to renew such coverage at least 30 days prior to the renewal date. Device subscription agreements will renew at then-current GSA Schedule rates and for a similar term length as the expiring agreement.

(8) Cancellation

Endpoint devices of cancelled agreements need to be returned to Avaya, or at Avaya's option can be requested to be recycled in an environmentally sustainable way, with proof of recycling provide to Avaya. Avaya Reverse Logistics will contact the contract holder within 5 business days of cancellation to coordinate the return of endpoints. Packing materials such as boxes and pallets can be provided at no expense to the customer upon request.

If Avaya does not receive the devices within 30 calendar days, the Customer will need to provide a new purchase order number to Avaya's asset recovery team to facilitate the billing of devices not returned, at the applicable market value, an amount equal to the replacement price of the non-returned devices.

(9) End of Subscription Term

When the then current subscription term expires, the subscription agreement is automatically renewed to a new term of the original term duration unless the Customer provides notice of its intent not to renew thirty (30) days before expiration. If a Customer does choose not to auto renew the endpoint devices needs to be returned to Avaya.

Customers, at the end of the then current term, also have the benefit of being able to renew their endpoint under new contract terms, with Avaya's latest available devices.

Endpoint devices of end of term contracts must be returned to Avaya. Avaya Reverse Logistics will contact the contract holder within 5 business days of termination to coordinate the return of endpoints. Packing materials such as boxes and pallets can be provided at no expense to the customer upon request.

Avaya pays the return freight.

If Avaya does not receive the device within 30 calendar days of expiration, or the returned device does not match the device provided by Avaya or if the returned device does not match Avaya's registration record, the customer will need to provide a new purchase order number to Avaya's asset recovery team to facilitate the billing of product not returned, at the applicable market value, an amount equal to the replacement price of the non-returned devices.

Avaya reserves the right to request environmentally sustainable recycling of the device, and demonstration of a certificate of destruction, in lieu of device return, as and when determined by Avaya.

(10) Changes to Type of Endpoint during Term

If a Customer decides to upgrade device models during a subscription term, it is possible to do so. They can get a new higher value device, going from, for example a J139 to a J179. The new devices would have the new GSA Schedule monthly rate associated with that device. The term length would remain the same by default, but it would be possible to determine a new subscription term.

Uplift to a higher value device requires the return of the previous device. A new subscription agreement is established, and that agreement would have an expiration date with any devices which were not uplifted.

(11) Adding Devices to an Existing Contract

Avaya will allow the addition of devices to an existing subscription agreement. The additional devices will have the same expiration date as the original agreement.

(12) Customer Contract Renewal Options

Prior to the expiration of the then current subscription terms, Customers have several possible options including the default automatic option.

Possible options, including customer-initiated actions, include:

- Renewal of the agreement contact for another term with existing devices

- In some cases, if a device is no longer under manufacturer support at the end of the then current term it may be necessary for the Customer to establish a new agreement with current devices.
- Establish a new agreement with new replacement devices
- Terminate agreement at the end of the term. Devices are disabled and returned to Avaya or disposed of in an environmentally sustainable way, at Avaya's option.

Endpoint devices returned to Avaya that have damages caused by abuse, misuse, or negligent acts of non-Avaya personnel will require the Customer to provide a new purchase order number to Avaya's asset recovery team to facilitate the billing of devices damaged, at the applicable market value, an amount equal to the replacement price of the damaged devices.

(13) Exclusion from Endpoint Device Support

Unless specified otherwise, the following exclusions apply to the sets included under subscription support:

- Programming, administration or configuration changes
- Third party integration or applications
- Acts of nature
- Customer network outages and/or service providers issues
- Avaya installation of customer or partner installable patches
- Support that ends up being related to a product not under warranty or maintenance coverage
- Any customized system features, configuration changes, or reports
- The provision 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 Customer's own network or the public network).

(14) Toll Fraud, Privacy, PCI Compliance, and HIPAA

(i) Toll Fraud

"Toll Fraud" is the unauthorized use of your telecommunications system or service by an unauthorized party (for example, a person who is not a government employee, agent, subcontractor, or is not working on the ordering entities' behalf). If Toll Fraud occurs, it can result in substantial additional charges for your telecommunications services. Avaya and its affiliates are not liable for Toll Fraud.

(ii) HIPAA and PCI Compliance



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Avaya Device as a Service (DaaS) 1.0 is not designed to be compliant with HIPAA or PCI. For Avaya Cloud Private hosted in a Customer Data Center, please contact Avaya for further information.

(15) Compliance with Applicable Laws

IF CUSTOMER USES OR ACCESSES THE AVAYA DEVICE SUBSCRIPTION, CUSTOMER WILL ACCEPT THE RESPONSIBILITY OF IT AND ITS END USERS USING DEVICE SUBSCRIPTION IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO, THE TELEPHONE CONSUMER PROTECTION ACT AND ITS ASSOCIATED REGULATIONS PROMULGATED BY THE FEDERAL COMMUNICATIONS COMMISSION, AND APPLICABLE STATE TELEMARKETING LAWS AND REGULATIONS AS WELL AS APPLICABLE CALL RECORDING LAWS.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT IT WILL BE FULLY RESPONSIBLE FOR MAKING OR INITIATING CALLS USING DEVICE SUBSCRIPTION AND THAT AVAYA PLAYS NO ROLE IN PURCHASING NUMBERS OR CALL LISTS FOR CUSTOMER OR DETERMINING WHEN OR WHETHER CUSTOMER CALLS A NUMBER. CUSTOMER FURTHER ACKNOWLEDGES THAT AVAYA DOES NOT DRAFT OR EDIT THE CONTENT OF ANY MESSAGE DELIVERED BY CUSTOMER DURING A CALL MADE USING AVAYA'S DEVICE SUBSCRIPTION.

(16) Title

Title and all interest to devices remain with Avaya or its assignee at all times. End Users do not acquire ownership, title, property, right, equity or interest in the devices, other than interests solely as End Users subject to all the terms and conditions of this Offer Definition. If the Order requires attachment of the devices to the End User's network, such attachment will not be deemed to change the nature of the devices, ownership or other interests therein of Avaya or its Assignee, as applicable.

(17) Risk of Loss

End User will be responsible for, and bear the entire risk of loss, theft, destruction or damage to subscription devices, excluding only those caused by the willful misconduct of Avaya, Avaya Distributor, or Avaya GSA Schedule Partner, or its personnel (collectively "Loss").

Implementation and Avaya Professional services continue to be ordered under SIN 54151S and 33411, as applicable.

b. Service Subscription Term Contracts and Billing

This offer will support 3, 4 and 5-year Fixed Term Contracts. Shorter terms will be considered subject to an uplift fee as outlined in price proposal. Subscription billing is monthly in arrears and requires annual funding purchase orders.

- Fixed Term Contract is the length of the subscription to the Service.
- Three (3), Four (4) and 5-year Subscription Service Terms are available.
- Early Termination fees will be required if the contract is terminated prior to the committed contract term.
- The recurring charges will be invoiced monthly in arrears, starting on the service activation date for the first site on the Service or first wave of Provisioned End Users for a site. A



Provisioned End User report will be available for billing purposes the following month. The Provisioned End Users that appear on the report at the end of the month will be billed according to their Feature Bundle.

c. Pricing for Feature Bundles

GSA Pricing Feature Bundle	1,000-1,999 Users	2000-3999 Users	4,000 – 7,999 Users	8,000 – 14,999 Users
Basic	\$17.06	\$15.05	\$13.63	\$10.90
Core	\$22.99	\$20.26	\$18.37	\$14.69
Power	\$29.62	\$26.07	\$23.70	\$18.96

d. Not included in the pricing for the Service:

The Ordering Activity must provide the following:

- Transport (e.g. WAN or MPLS) to the Avaya contracted data centers
- Network Time Protocol (NTP)
- Dynamic Host Configuration Protocol (DHCP)
- Domain Name System (DNS)
- All Hard End Points Located on Ordering Activity’s premises and Support: (e.g. Gateways and Telephone Sets)
- 3rd party/vendor maintenance for Customer provided products
- Onsite Installation for End Points (Avaya Professional Services (APS) is available as an option using SIN 54151S for an additional fee)
- All Cross-Connects & POTs lines
- Avaya Network Readiness Assessment (priced separately)
- E911 (priced separately)
- End User Training (priced separately)

16. Avaya OneCloud™ Secure Meetings

a. Scope

(1) General

The Avaya OneCloud™ Secure Meetings (hereafter in this Section 16 known as the Secure Meetings Service) is a cloud service. The Meetings Conferencing Cloud Service is hosting multiple end customers by deploying Virtual Meeting Rooms (VMRs) on a single cloud instance.

It is a turnkey service contracted by Avaya that includes the geo-redundant hosting infrastructure, hardware, software, implementation and service management, and maintenance and technology refreshes of the Secure Meetings Service. The Secure Meetings Service can be accessed by the Internet, or optional PSTN dial in services.

As defined by the FedRAMP deployment model the Secure Meetings Service runs in – Government Only Cloud - the Secure Meetings Service is available to US federal, state, local, tribal, territorial,

federally funded research centers (FFRDCs), or lab entities.

In this document the “Customer” is the contracting entity with Avaya. The Customer’s employees or contractors or Federal/State, Local and Education institutions using the Secure Meetings Service are called “End Users,” “Subscribers” or “Provisioned Users.”

In the event there is a conflict between the provision(s) within this Section 16 and the provision(s) within the contractual agreement (i.e., SOW, Purchase Order and/or Contract) between Customer and Avaya the provision(s) within the applicable contractual agreement will take precedence.

(2) Glossary

For this Section 16, the following terms will be used:

“Virtual Meeting Room (VMR)” – A virtual meeting space for multi-party conferencing and web and/or video collaboration.

“End User” – A credentialed VMR owner (Host). An End User has scheduling access for VMR and management login credentials. A Host occupies one Seat.

“Participant” – An End User or non-credentialed guest who is active in a meeting space. A Participant occupies one Seat.

“Seat” – An allocation of concurrent user capacity of the Secure Meetings Service. From a *capacity* standpoint, 1 Seat = 1 Participant = 1 device.

“Customer” or **“End Customer”** – An agency buying the Secure Meetings Service for its End Users. It is possible that a Customer under a specific circumstance(s), that a customer will buy a single Seat. In such a case, Customer and End User may mean the same.

“Customer Data” – Electronic data, text, or other data that is transmitted, stored, retrieved or processed in, to or through the Secure Meetings Services.

“Documentation” - the applicable Avaya OneCloud™ Secure Meetings documentation as updated at any time and from time to time by Avaya and delivered to Customer or End Users.

b. OneCloud™ Secure Meetings Conferencing Bundles

This section details the OneCloud™ Secure Meetings Bundles available to Customer for identified groups of End Users. The Conferencing and Collaboration features and functionality included in each OneCloud™ Secure Meetings Bundle will be provided by Avaya.

Meetings conferencing features are available to subscribed users for the Secure Meetings Service via two Virtual Meeting Room (VMRs) Bundles: Audio/Web with PSTN access and Audio/Web/Video with PSTN access. The table below details the OneCloud™ Secure Meetings Bundles, that will be charged on a monthly recurring basis based on administered VMRs.

The Secure Meetings Service supports Avaya Meetings (client) for Windows, Mac, iOS, Android, Avaya Meetings Web Meet-Me Client (WebRTC), Avaya XT and Huddle meeting room endpoints¹, as well as integration with a company’s existing standards-based SIP room system equipment². Virtual Meeting Rooms are sold on a named user basis.

Audio/Web VMR with PSTN access: The Audio/Web bundle provides multi-party audio conferencing



and web collaboration for participants. The conferencing services are delivered via the desktop/mobile client or with select internet browsers. In addition, PSTN access is included for all participants.

Audio/Web/Video VMR with PSTN access: The Audio/Web/video provides multi-party audio and video conferencing with web collaboration for participants. The conferencing services are delivered via the desktop/mobile client or with select internet browsers. In addition, PSTN access is included for all participants.

Conferencing & Collaboration Features	Audio & Web Conferencing	Audio, Video & Web Conferencing
Hosted Virtual Meeting Room (VMR)	X	X
Meeting Size up to 50 participants	X	X
Audio Conferencing	X	X
Web Collaboration (content sharing: presentation / collaboration)	X	X
Up to 720P HD Video Resolution	-	X
Persistent Video up to 28 participants	-	X
Support for SIP Video Room Systems	-	X
Secure Connection – FedRAMP Moderate Authorized	X	X
One-Time PIN protected conference	X	X
Dynamic Meeting ID via Outlook Scheduler	X	X
Meeting Lock	X	X
Identify PSTN participant via name recording on entry	X	X
Minimum PIN Length	X	X
Account Lock Down/Out for failed attempts	X	X
Zero Download Web Browser Connectivity	X	X
WebRTC via Chrome Browser	X	X
Avaya Meetings client connectivity	X	X
Support for Mobile Devices	X	X
Microsoft Outlook Plug- In for scheduling	X	X
Group Chat/Private Chat	X	X
Customer Usage Reports	X	X
“Slider” allows review of previously presented content	X	X
Lecture Mode with “Raise Hand” to ask questions	X	X
Caller Paid PSTN Dial in Access	X	X

Additional Web Conferencing features are included in all VMRs:

- Power Point Presentation Mode

- Desktop and Application Sharing
- Discussion Window
- Roster Display with indication of who is talking
- Share control
- Control Audio – mute participants (host)

c. OneCloud™ Secure Meetings Platform

The Avaya OneCloud™ Secure Meetings Platform consists of Avaya provided hosting, hardware, software, installation, and ongoing management of the Secure Meetings Service.

Key features include:

- FedRAMP Moderate Authorized (Secure) shared instance for Customer's use
- Hosted on the shared, geo-redundant, high availability (HA), Avaya cloud infrastructure; one data center is active and primary, and one is secondary and standby.
- Service Management 24 hours a day, 7 days a week, 365 days a year by US citizen resources
- PSTN dial in connectivity is Avaya provided.
- Internet connectivity from to Secure Meetings Cloud. Avaya will provide Internet connectivity from the hosting Secure Meetings data centers. Customer is responsible for internet connectivity to end users.

d. Pricing

There is an initial minimum order of 25 VMRs. VMRs can be mixed across the two VMR options for a minimum of 25 on the initial order. All pricing is for Monthly Recurring Charge

e. Service Terms

(1) Subscription Services

The Secure Meetings Service is offered on a subscription basis and billing for the Secure Meetings Service is monthly in arrears over a 12-, 36- or 60-month term, subject to applicable laws. The VMR unit pricing is available in volume tiers (see price pages) which requires a minimum monthly commitment for the term to qualify for volume discounts.

(2) Flexibility to Modify Number of VMRs

The Secure Meetings Service is designed to give Customers flexibility, so a customer may add VMRs in a monthly subscription basis; but not the reduction of VMRs below the minimum committed volume associated with pricing tier.

(3) Software Updates

The Avaya OneCloud™ Secure Meetings platform, on which the Conferencing Service is based, will require updates from time to time. Updates may take the form of bug fixes, changes in the desktop Client, new or enhanced functionality, new software modules, and updated or new versions of the software, and are intended to improve or enhance the Secure Meetings Service. Customer agrees to receive such updates as part of its subscription to the Secure Meetings Service

(4) Access and Use

Subject to the terms and conditions of the Terms of Use for Hosted Services (Section 17) and this Section 16, Avaya grants Customer a limited, non-sublicensable, non-exclusive, non-transferable right

to permit End Users to access and use the Secure Meetings Services and associated Documentation obtained from Avaya, (a) in connection with Customer's internal business operations and the internal business operations of End Users, (b) for Customer Data within the Territory, and (c) in accordance with the Documentation. Your use of the Secure Meetings Services is limited to number of licenses or units of capacity specified in the applicable order or other Avaya Documentation provided to Customer.

(5) Notice of any Security Breaches and Emergency Issues

Avaya retains the right to provide notice of security breaches as they relate to the Secure Meetings Service as necessary to comply with applicable laws and regulations. In the event of a security breach, Customer will cooperate and coordinate fully with Avaya with respect to the timing and content of any such notice. To the extent permitted by applicable law, Avaya is not responsible for any costs of notifying any End Customers of such a security breach, and the End Customer is responsible for all costs of notifying the End Customer's employees and, if applicable, its customers of a security breach. If there is an emergency security issue, the End Customer's account may be suspended automatically. If there is a suspension, Avaya will endeavor to ensure that suspension would be to the minimum extent required and of the minimum duration to prevent or terminate the issue. If an End Customer's account is suspended without prior notice, Avaya will provide the reason for the suspension as soon as is reasonably possible.

f. Data Retention

Customer data will always remain the property of Customer. Upon termination or expiry of the Secure Meetings Order Term, Avaya will delete any End Customer data stored on any Secure Meetings Platform, Avaya systems or other devices or media in accordance with Avaya safeguards and security policies and procedures. Alternatively, if so, requested in writing by Customer, Avaya will retain specific Customer Data for a period of time using reasonable commercial efforts to meet Customer's request but, unless the Parties expressly agree otherwise in writing, Avaya is not in any way obligated to store Customer data following termination or expiry of the Term. In the absence of such agreement in writing, Avaya reserves the right to delete Customer data within reasonable time frames following termination or expiry of the Secure Meetings Order Initial Term or Renewal. Avaya deleting, or not deleting, Customer data will always be subject to local law. Additionally, if Customer requires Avaya to securely destroy any Customer Data stored on the Secure Meetings Platform, Avaya systems or other devices or media, such requests will be subject to additional charges.

g. Service Management and Reporting

This section provides additional detail on how Information Technology Infrastructure Library (ITIL®) principles are packaged into the Secure Meetings Service support. ITIL is an internationally known framework offering a best in class approach to delivering quality IT services.

(1) Avaya Service Desk (Avaya NOC)

Avaya will provide the Customer's Designated IT Contacts with phone or email access to the Avaya Service Desk (aka Avaya NOC) to report incidents.

The Service Desk team will create Incident Records reported by phone or email and engage the relevant Avaya support teams.

Avaya Service Desk responsibilities include:

- Call receipt from Customer's Tier 1 Help Desk of Designated IT Contracts
- Coordinate incidents and service request activities on the contracted Services

- Provide status updates (upon request)
- Coordinate simple configuration activity on the contracted Services

Customer Tier 1 Help Desk Responsibilities

The Avaya Service Desk with the Network Operations Center is intended to act as the interface for the Customer’s End User Tier 1 Help Desk and **is not intended to be used as a Help Desk** for End Users. The Customer’s End User Help Desk responsibilities include:

- Providing the contact information of Designated IT Customer contacts who are authorized to access the Avaya Service Desk
- Call receipt from the Customer’s End User community
 - General usability and end-user questions
 - Operational support queries
 - Communication of status to End User community
- Reporting Incidents to Avaya by providing all the information identified in the Customer’s Operations Guide. This includes information such as:
 - Providing detailed description of the problem, business impact of issue, phone type (e.g. soft phone or hard phone), number of users experiencing issue, impacted feature bundle
 - Documenting T1 trouble shooting undertaken
 - Communicating any recent changes that may impact the incident
 - Name and contact number of the Subscriber reporting the trouble
 - Site name, address, and the city of location with the problem

(2) Service Management

Avaya will provide a designated Project Manager who will be the Customer’s primary contact for on boarding the Customer to the Secure Meetings Service. The Project Manager will also be the primary contact for the ongoing lifecycle of the management of the Secure Meetings Service. The Avaya Service Management team provides Customer support for escalation, governance, change management, change control and invoicing support.

Note: Services Management does not include Avaya attendance at on-site meetings requested by Customer, unless agreed to by Avaya.

Customer Responsibilities

Customer responsibilities under Service Management comprise designating a primary point of contact to interface with the Project Manager and Avaya Service Management team.

(3) Incident Management

Incident Severity	Definition
Critical Incident or Total out of Service	Incidents resulting in a loss of Service that impact all Subscribers. The Avaya Service Level Objective for electronic notification to the Customer is within 15 minutes of ticket creation
Major Incident	Incidents resulting in a severe degradation or loss of Service that impact a large number of Subscribers, typically more than 25% of Subscribers. The Avaya Service Level objective for electronic notification to the Customer is within 60 minutes of ticket creation.

Incident Management for the Secure Meetings Service includes:

- Incident Monitoring
- Open and Update Trouble Ticket
- Trouble Isolation
- Track/Manage Incident to Closure

When the Secure Meetings Service detects an incident a trouble ticket is generated. If required by the incident type and/or severity, the trouble ticket is presented to an Avaya technician for resolution. This initiates the Customer notification process. Tickets are created by Avaya when an incident is detected resulting from a polling or threshold exception. Tickets can also be submitted by the Customer's Designated Contacts.

Customer Responsibilities

Customer responsibilities under Incident Management comprise:

- Performing initial Tier 1 troubleshooting activities for Critical, Major and Minor Incidents.
- Designating a contact for Customer network issues.
- Providing all information as reasonably required by Avaya to restore Normal Service Operation, including information gathered by any software or devices that monitor data traveling over Customer's network.
- Allowing Avaya to deploy temporary fixes or work-a rounds, including patches or bug-fixes, as deemed necessary by Avaya to restore Normal Service Operation.
- Trouble shoot end user devices connecting to the Secure Meetings Service.

(4) Problem Management

Problem Management includes the monitoring, identification and resolution of chronic Service impacting incidents. A chronic Service impacting incident is defined as more than four (4) exact match alarms impacting the Secure Meetings Service found in a thirty (30) day period at same location. Once the chronic condition has been identified and validated by Avaya to be a true chronic condition of the Secure Meetings Service, an analysis of the problem will be performed, and appropriate actions implemented.

Customer Responsibilities

Customer responsibilities under Problem Management comprise:

- Providing all information as reasonably requested by Avaya to resolve problems.
- Notifying Avaya of any known problems.
- Allowing Avaya to implement corrective actions, which may include scheduled changes or deployment of Updates, as Avaya deems necessary to prevent Problems from reoccurring.
- Co-operating with Avaya, as Avaya reasonably requires, during implementation of corrective actions; and
- Implementing promptly the corrective actions recommended by Avaya with the aim to prevent Problems from reoccurring.

(5) Availability, Maintenance and Support

Maintenance activity on the Avaya OneCloud™ Secure Meetings Service will be required from time to time. For planned maintenance activity, Customer will be provided with a written notification email at least 1 week in advance of the planned date. For urgent maintenance activity, Customer will be

provided with a written notification email of the proposed time and duration, including an advisory of the risks and potential outcome of not performing the maintenance activity. Avaya reserves the right to perform the urgent maintenance as notified. Maintenance is deemed urgent when there is a risk that degraded performance or other service impact will result if the maintenance is not conducted expeditiously.

Avaya reserves a weekly maintenance window every first and third weekend of every month, from Saturday 6:00PM GMT through Sunday 4:00am GMT, to make changes to the Secure Meetings Service, without prior notification to End Customers. Most changes should not be service affecting, however service disruptions during the maintenance window cannot be avoided in all situations.

Should Avaya determine in its judgment that shorter or concurrent notice is necessary to protect the Secure Meetings Service or other clients from imminent and significant operational or security risk, then Avaya reserves the right to change the maintenance windows provided.

(6) Emergency Maintenance

Emergency Maintenance can be performed at any time deemed necessary by Avaya. Avaya will provide notice of Emergency Maintenance to the customer as soon as is commercially practicable under the circumstances.

h. Remote Moves, Adds, Changes & Deletes (MACDs)

(1) MACD Entitlement

As an entitlement of the Secure Meetings Service offer, Avaya will provide a variable number of remote MACDs to the Customer upon the receipt of a correctly completed, authorized service order.

The number of MACD hours vary based upon the Customer's number of subscribed users for the previous month. The formula for calculating the entitled monthly hours is as follows:

Formula: Total subscribed users X 3% X .25 hours = allotted hours per month.

Example: 200 administered VMRs (last month) X 3% X .25 hours = 1.5 hours per month.

There is a minimum of 1 hour a month entitlement for simple MACD activities with a minimum purchase of 25 VMRs per month.

Any unused allotted hours at the end of each month will be forfeited and no refund or credit will be provided. Additional MACDs hours are available in increments of 10 hours for purchase.

(2) Simple MACDs

Simple MACDs are defined as administrative work performed at the user level and each will be debited against Customer's allotted monthly hourly balance at a rate of fifteen (15) minutes per change.

Examples of remote Unified Communications Simple MACD services:

- Deleting VMRs
- Modifying Host or Participant codes
- Adding or removing conferencing (if customer has contracted for this feature already)

(3) Complex MACDs

Complex MACDs are defined as work performed that impacts multiple systems, at the system, application or network level or a simple MACD changes for more than 10 users. Remote complex MACDs are debited against the allotted monthly hourly balance based on multiple 15-minute increments.

Examples of remote UC Complex MACDs include:

- Name Change
- Email Change

(4) MACD Tracking – After Hours

Avaya will perform MACD activities during normal business hours, which are from 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, excluding Avaya-observed holidays. **Any** after-hour scheduling will require written advanced notice and written mutual agreement of the time frame between Avaya and the Customer.

Period	Minimum Usage	Minimum Increment	Overtime Factor
Business Hours	15 minutes	15 minutes (any started 15 minutes will be rounded up to the quarter hour)	Not applicable
Outside Business Hours	1 hour	30 minutes (any started 30 minutes will be rounded up to the half hour)	2 (1 hour of MACD work will use 2 hours from applicable MACD block of hours)

For any work performed outside Standard Business Hours, Avaya will uplift the time by a factor of 2.

- Each Simple MACD will be debited at a rate of 30 minutes per change.
- If the Complex MACD requires 30 minutes to complete, the Complex MACD will be debited at a rate of 1 hour.
-

(5) MACD Submissions

Avaya will perform remote simple and complex change activities upon receipt of a correctly completed Customer MACD ticket submitted by the Customer via e-mail. Description and information pertaining to the MACD request format will be documented in the Operations Guide.

i. Service Level Objectives

For the Secure Meetings Service there are three key Service Objectives: System Availability, Time to Notify and Completion of Simple MACDs.

While Avaya will use commercially reasonable efforts to achieve the Secure Meetings Service Level Objectives prior to the Operation Start Date, Avaya will not be responsible, and disclaims any liability, for any Service Level Objective failure that has occurred before the Operation Start Date.

(1) System Availability

Availability is a key performance metric for the Secure Meetings Service. Service Availability

measurements are based on downtime that exists when the Secure Meetings Service is unavailable for End Customer to host a conference in their VMR. The target Availability is 99.9% for the Secure Meetings Service.

Availability is defined as the percentage of time during the measurement month that the Secure Meetings Service is available providing IP Telephony Voice Services. For measuring Availability, the Secure Meetings Service is deemed to be not available and out of service when none of the End Users can host a conference in their VMR.

The monthly Availability performance (%) will be calculated in accordance with the following:

Formula:	<p>Monthly Availability performance (%) = $(A - B) / A \times 100\%$</p> <p>where:</p> <p>A = total number of minutes in a month*</p> <p>B = total number of minutes a Supported Product has been Out of Service during a month</p>
Example:	<p>A = 31 days × 24 hours × 60 minutes = 44,640 minutes B = 15 minutes</p> <p>Monthly Availability performance (%) = $((44,640-15) / 44,640) *100\% = 99.966\%$</p>

Exclusions:

- Customer’s Internet - This includes intermittent reduced network performance for the internet resulting in poor call quality or web conferencing performance.
- Reasons external to the Secure Meetings Service including power failures and shutdowns, any non-Avaya components and applications and networks and network service interruptions that contribute to the Secure Meetings Service disruption.
- Any time during which Avaya has been prevented from performing, or has been unable to perform, an activity for reasons beyond the reasonable control of Avaya.
- Any time during which Avaya has been awaiting a Customer or third-party deliverable, action, dependency or prerequisite, including Customer testing or verification of Incidents prior to implementation.
- Scheduled maintenance time or planned downtime.
- Incidents that require deployment of a patch, bug-fix or update.

(2) Time to Notify

A second key metric for the Secure Meetings Service is Time to Notify. This metric is a Service Level Objective (SLO). The targets are based upon the incident’s severity level and detailed in Table 3.

Table 3: Time to Notify

Service Level	Service Level Description	Incident Severity	Target
Time to Notify	Elapsed time from creation of an Incident Record until Avaya has provided an electronic notification to Customer	Critical	≤15 minutes for 95% of Incidents
		Major	≤60 minutes for 95% of Incidents

(3) Simple MACD Completion Target

The third key metric is completion of simple remote eligible MACD requests. An Eligible MACD means a remote simple MACD request that includes no more than ten (10) transactions and is received by Avaya before 3pm EST time during Business Days. If a MACD request is submitted after 3pm or outside of Business Days, it will be deemed to be received by Avaya at 8 am EST time on the following Business Day.

MACD SLAs		
Item	Service Level	Target
Remote <u>Simple</u> Change (MACD)	For each MACD request containing up to 10 <u>simple</u> remote user transactions, the request will be completed within two (2) business day.	95%

Time to Complete MACD SLO will not start for an Eligible MACD until Avaya has received a correctly completed and authorized MACD request from the Customer and will only apply if during the applicable Monthly Measurement Period Avaya has failed to complete more than 3 MACD requests within 2 business days after receipt of the request.

j. Reporting

Standard reports are emailed or posted on a web portal for the Customer to access by the 15th day of the month. Report data includes data through the end of the previous month. Requests for non-standard reports and changes to existing reports will be evaluated and determined by Avaya on a case-by-case basis.

Standard Reports	Description
System Availability	Monthly report of the number of minutes uptime divided by total minutes (on per End Customer basis) including the originating site for each request, the nature or category of the request, the date received, and the date completed.
MTTR Reporting (Trouble Ticket Reporting)	An itemized report showing each trouble ticket report received for the previous month including the originating site for each request, the nature or category of the request, the severity level, the date/time received and the date and time resolved as well as a synopsis on the remedy.
Monthly MACD Reporting	An itemized report showing all remote MACD requests for the previous month

k. Training

Avaya will conduct one (1) 4-hour day of remote instructor-led “train-the-trainer” training on the

contracted Service. The 4 hours of training may not be broken up over several days and must be scheduled to be performed on the same day. To maintain the quality and integrity of the training, Avaya recommends a 30-40 minutes class with a maximum of fifteen (15) participants per class. Training will be delivered during Avaya standard work hours which is 8- 5pm EST Monday through Friday excluding Avaya holidays. If additional instructor-led training is required, it is billable and quoted separately.

I. Service Transition & Roles & Responsibilities

Service Transition (ST) will be performed in accordance with the Transition Plan (also referred to as the Implementation Plan). Transition work will start after Avaya receives a signed Purchase Order/Contract, whichever is applicable and required by Avaya from the Customer. The stages are listed below.

Stage	Summary
Initiation	Assignment of Project Manager and kick-off
Planning	Development of Transition Plan with the Customer
Data collection	Collection of data required to activate the Secure Meetings Service
Operations Guide	Development of Operations Guide
Ready for Activation	Verify readiness of the Secure Meetings Service
Service Activation	Activation of the Secure Meetings Service for Users

(1) Service Transition

This section details the responsibilities of Avaya and the Customer during each Service Transition stage.

Avaya Responsibilities

- Assigning a Project Manager to manage Service Transition;
- Developing a draft of the Transition Plan; and
- Hosting a kick-off meeting via teleconference

Customer Responsibilities

- Assigning a point of contact or project manager to work with the Avaya Project Manager;
- Attending the kick-off meeting

(2) Planning

Avaya will develop a Transition Plan that will govern service transition. The Transition Plan will include the following items and such other items as may be agreed by the Customer and Avaya in writing or deemed necessary by Avaya:

- Project plan
- Communication plan
- Risk mitigation plan
- Detailed list of Service Transition responsibilities and deliverables of the Customer and Avaya

- Service Transition dependencies, prerequisites and assumptions.

Customer will provide Avaya with all information that Avaya may reasonably require to complete the Transition Plan.

Avaya will email the Transition Plan for the Customer's acceptance. The Transition Plan will be deemed accepted by Customer unless Avaya has received a written rejection notice from Customer detailing the reasons for rejection and requested changes within 5 Business Days from Customer's receipt of the Transition Plan. Any changes to the agreed Transition Plan will be managed through Contract Change Control.

(3) Data Collection

Avaya Responsibilities:

Avaya will provide to the Customer a Data Collection Tool (DCT).

Customer Responsibilities:

The Customer will make the following information available to Avaya:

- Completed Data Collection Tool (DCT) for End Users

If Customer has failed to make available to Avaya any of the above information, or the available information is incomplete or inaccurate, Avaya may exclude the affected Sites or group of End Users from Service Transition, provided it has notified Customer of the exclusion in writing. Following such notification, Customer will promptly make available all missing or corrected information to enable prompt transition of the Site into the Secure Meetings Service. Such transition will be separately chargeable by Avaya and will be performed subject to Contract Change Control. Exclusion of any Supported Products from Service Transition pursuant will not delay the Secure Meetings Service Activation Date of the affected Supported Site or group of End Users nor will it affect the Monthly Minimum Commitments.

(4) Operations Guide

Avaya will develop the Operations Guide detailing the scope and operational processes that Avaya will use while performing support for the Secure Meetings Service. The Operations Guide and any changes to it will be provided for Customer's review.

The Operations Guide will typically include governance, processes & scope and invoicing information.

Customer Responsibilities

Customer will provide Avaya with information such as escalation contacts and paths, designated End User Help Desk contacts, administrators who should receive access to SD Connect and such other additional information as Avaya may reasonably require.

(5) Avaya Responsibilities for Service Transition

Avaya responsibilities include:

- Reviewing DCT form with Customer
- Service programming using DCT form information
- Service Testing
- Confirming the readiness of the Secure Meetings Service

(6) Customer Responsibilities for Service Transition

General Customer responsibilities are outlined below. Detailed Customer's responsibilities are documented in the SOW.

- Provide and manage End User Help Desk
- Provision Desktop Mobility Clients.
- Provision any End Client-provided equipment.

(7) Service Activation Date

Avaya will activate and start the Secure Meetings Service for each Supported Site or group of Provisioned End Users on its Service Activation Date. Avaya will notify Customer of each Service Activation Date in writing. Upon request from Avaya, Customer will promptly confirm the Service Activation Date in the form reasonably requested by Avaya. Customer will not unreasonably withhold condition or delay such confirmation. Billing for the Secure Meetings Service starts on the Service Activation Date for the first site or first group of provisioned End Users.

The Operation Start Date for the term of the Purchase Order and/or Contract, whichever is applicable will start on the 1st day of the month following Service Activation Date for the last Supported Site or the last group of contracted End Users. Avaya will notify Customer of each Service Activation Date in writing. Upon request from Avaya, Customer will promptly confirm the Operations State Date in the form reasonably requested by Avaya. The Customer will, within 3 Business Days of receiving the notification from Avaya, confirm the Operation Start Date in the form reasonably requested by Avaya. Customer will not unreasonably withhold condition or delay such confirmation.

(8) Delays in Service Transition

If Customer fails to perform any Service Transition responsibility as identified in this section in accordance with the timelines set out in the Transition Plan, until such time as Customer has completed the delayed responsibility, Avaya may:

- (i) suspend Service Transition; and/or
- (ii) charge Customer for any additional activities performed and costs incurred by Avaya as a result of the delay.

If Customer's failure delays the planned Service Activation Date for the last Supported Site or last group of End Users set out in the Transition Plan, Customer will also start paying Avaya the Recurring Charges calculated at the Minimum Volume Commitment as from the 1st day of the month following the planned Service Activation Date for the last Supported Site or last group of End Users. Customer's obligation to pay the Recurring Charges calculated at the Minimum Volume Commitment will also apply in those cases where Avaya has suspended Service Transition.

m. Additional Orders and Contract Change Control

For additional orders or MACDs for the Secure Meetings Service (after the Service Activation Date) the authorized Customer contact will submit a completed Service order form via email which will

contain all the user specific configuration information.

Contract Change Control is the process the Avaya and the Customer (“the Parties”) will use to make and document. A request for a Contract Change may originate from either the Customer or Avaya. Contract Changes do not include MACDs.

The Parties will use a Change Management Request Authorization (CMRA) form included in the Operations Guide, or such other CMRA form as may be agreed by the Parties, to document Contract Change requests. CMRAs will be submitted in accordance with the process detailed in the Operations Guide.

If Avaya and the Customer agree to proceed with the Contract Change, the Parties will execute a CMRA. The agreed CMRA must be in writing and signed by the authorized representatives of both Parties either physically or by electronic signature. Once executed, the CMRA will constitute an amendment to the SOW, Purchase Order, and/or Contract whichever is applicable.

(n) Pricing Methodology and Billing

The Customer will pay monthly recurring charges for the Secure Meetings Service as documented in the awarded SOW, Purchase Order, and/or Contract whichever is applicable.

Avaya provides a monthly invoice to the Customer which includes an invoice summary containing all the charges in the billing period.

(1) Minimum Volume Commitment

Upon conclusion of onboarding all contracted End Users, known as the Service Activation Date, the monthly recurring charge shall be considered as the monthly Minimum Volume Commitment for the duration of the awarded SOW , Purchase Order, and/or Contract whichever is applicable. At no time shall Avaya invoice the Customer for less than the monthly Minimum Revenue Commitment.

The Recurring Charges will be calculated based on the following formula:

Invoicing Period	Formula
During Service Transition	Provisioned Users multiplied by the corresponding Feature Bundle unit rate as set out in the Customer’s Pricing Rate Card.
Starting on the Operation Start Date	The higher of the Total Monthly Recurring Charges or Minimum Volume Commitment.

(2) Billing Methodology

The Monthly Recurring Charge is calculated based upon a provisioned methodology. Avaya will perform a monthly true-up to calculate the number of Provisioned VMRs by their service bundles. The VMRs that appear on the report at the end of the month will be reflected in the billing provided to the Customer.

The Customer must dispute any charges for the per-user charges in writing within thirty (30) calendar days after the date of the invoice. Payment of undisputed portions of are due 30 calendar days after

the invoice has been remitted.

- Included in Pricing for the Secure Meetings Service
- Service infrastructure (data center, hardware, software)
- Installation of the Secure Meetings Service
- Infrastructure maintenance
- Service management
- One Time Fees
- One time and or on-boarding fees on the Secure Meetings Service may also apply if the minimum number of VMRs contracted (25) are not met or the contract term is shorter than one (1) year. Any additional special or one-time fees identified are invoiced separately when the work is completed and upon acknowledgement by the Customer.
- Additional Support Hours
- Additional support hours (Program Management, Technical Support, Engineering and Consulting) are quoted separately.

17. Acceptable Use of the Hosted Services

a. Service Provided

Upon acceptance of an order, Avaya will make the Hosted Services available to Customer. The term of Customer's access to the Hosted Services (a "**Subscription**") will continue for the period stated in the Customer's order and commences upon the date the Hosted Service is available for Customer's use ("**Initial Term**"). Unless otherwise prohibited by applicable law or otherwise agreed in writing by Avaya, the Initial Term will be renewed with the issues of a new purchase order/modification for the new period of performance at the then-current GSA MAS price ("**Renewal Term**") and in accordance with the applicable description of the Hosted Services or SOW then current as of the date of Customer's ordering of the Hosted Services ("**Service Description**"), unless either party gives the other thirty (30) days (or longer period if expressly set out by Avaya in the applicable Service Description) advance written notice before the end of the current term of their intent not to renew. The Renewal Term shall be the same duration as the Initial Term, unless otherwise stated in writing by Avaya. The Initial Term and any Renewal Term shall be referred to collectively as the ("**Service Period**").

Note: The Avaya Service Description document that describes the deliverables for the Hosted Services in more detail is available upon request.

Customer may use the Hosted Service solely for the Customer's internal business use in accordance with the Service Description and, for avoidance of doubt, not for further sublicense or resale.

b. System Requirements

Except as may be expressly set forth in the Service Description, the Hosted Service does not include the provision of compatible devices or software to access the Hosted Service, Internet access, connectivity and SIP trunking. Customer's ability to use the Hosted Service may be affected by the performance of these items and other similar items. System requirements for the Hosted Service may change and Customer is solely responsible to adhere to the system requirements at Customer's own expense.

c. Registration

To access the Hosted Service, Customer may be asked to provide certain information, including, without limitation, email or physical addresses, before any use of, or access to, the Hosted Service will

be permitted. Customer agrees that any registration information shall be accurate, correct, and up to date. Customer agrees to promptly update such information as needed, including but not limited to the physical location of each user. Customer shall be solely responsible for all activities that occur under Customer's account or Subscription.

d. Downtime and Hosted Service Suspensions

Customer acknowledges that: (a) Customer's access to and use of the Hosted Service may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Hosted Service for any reason, including as a result of power outages, hacking, system failures, fraud prevention, or other interruptions; and (b) Avaya shall also be entitled, without incurring any liability to Customer, to suspend access to any portion or all of the Hosted Service at any time, on a Service-wide basis: (i) for scheduled downtime to permit Avaya to conduct maintenance or make modifications, upgrades, or updates to any Hosted Service; (ii) in the event of a denial of service attack or other attack on the Hosted Service or other event that Avaya determines, in its sole discretion, may create a risk to the applicable Hosted Service, to Customer or to any of Avaya's other customers if the Hosted Service were not suspended; or (iii) in the event that Avaya determines that it is necessary or prudent to do so for legal or regulatory reasons (collectively, "**Hosted Service Suspensions**"). AVAYA SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITIES, LOSSES (INCLUDING ANY LOSS OF DATA OR PROFITS) OR ANY OTHER CONSEQUENCES THAT CUSTOMER MAY INCUR AS A RESULT OF ANY HOSTED SERVICE SUSPENSION. TO THE EXTENT AVAYA IS ABLE, AVAYA WILL ENDEAVOR TO PROVIDE CUSTOMER NOTICE OF ANY HOSTED SERVICE SUSPENSION IN ACCORDANCE WITH THE SERVICE DESCRIPTION AND TO POST UPDATES REGARDING RESUMPTION OF THE HOSTED SERVICE FOLLOWING ANY SUCH SUSPENSION, BUT SHALL HAVE NO LIABILITY FOR THE MANNER IN WHICH AVAYA MAY DO SO OR IF AVAYA FAILS TO DO SO.

e. Protection of Hosted Service

Customer acknowledges that the Hosted Service, any deliverables delivered to Customer in connection with the Hosted Service, and all other Intellectual Property are the property and Confidential Information of Avaya, its suppliers, and/or its licensors and contain trade secrets of Avaya, its suppliers, and/or its licensors. Customer agrees at all times to protect and preserve the Hosted Service, any such deliverables, and Intellectual Property and to implement reasonable security measures to protect the trade secrets of Avaya, its Affiliates, suppliers, and its licensors.

f. Software Licenses Terms and Updates

If use of the Hosted Service requires Customer to download software or software is otherwise made available to Customer, such software is licensed pursuant to the license grant and restrictions contained in Special Item Number 511210 as of the date of the Hosted Service commencement per the Customer order will apply, for the sole purpose of using the Hosted Service, in accordance with these Terms or Service Description, and solely for the duration of the Service Period.

It is possible that software may automatically download and install updates from Avaya or its Affiliates from time to time. In such event, Customer agrees to allow such updates to be promptly downloaded and installed as part of Customer's use of the Hosted Service.

Some Hosted Services may involve recording and/or monitoring. For those Hosted Services, information uploaded to or in any way passing through the Hosted Service, including written, visual, or oral communications or other electronic means, may be recorded or monitored for quality assurance, diagnostic, and/or training purposes. By accessing or using the Hosted Service, Customer consents to such recording, monitoring and usage. Customer is also responsible for informing anyone with

whom Customer interacts or otherwise communicate via the Hosted Service that information uploaded to or in any way passing through the Hosted Service, including written, visual or oral communications or other electronic means, may be recorded or monitored for quality assurance, diagnostic, and/or training purposes.

g. Customer and Other Users Content and Marks

Customer is solely responsible for the content of all information and communications, whether visual, written, audible, or of another nature, sent, displayed, uploaded, posted, published, or submitted by Customer (including Customer personnel) while utilizing the Hosted Service ("Customer Content") and for the consequences of doing so, including any loss or damage to Avaya, its suppliers or a third party. Avaya has no responsibility to Customer or to any third party for Customer Content. Customer represents that (a) Customer is the owner of all copyrights and other intellectual property rights in Customer Content or is authorized to access, use, store, archive for a period of time, modify, display, reproduce, prepare derivative works of, and distribute Customer Content; and (b) Avaya, its suppliers and subcontractors are authorized to do the same to the extent necessary for the purpose of providing the Hosted Service.

As between Avaya and the Customer, Customer retains all right, title and interest in and to Customer Content. Customer is solely responsible for protecting and enforcing, at Customer expense, any intellectual property rights Customer may have in Customer Content.

Avaya will not share Customer Content or Other Users' Content with any third parties unless: (a) Avaya has Customer written or electronic consent for sharing any of Customer Content and Other Users' Content; (b) it is required by law; or (c) Avaya provides Customer Content or Other Users' Content to third parties (e.g. sub-contractors) to carry out tasks on Avaya's behalf (e.g., data storage, etc.) as directed by Avaya and subject to appropriate agreements with those third parties.

Other Users' Content. Avaya does not control and shall have no liability or responsibility for the content of any information and communications, whether visual, written, audible, or of another nature, sent, displayed, uploaded, posted, published, or submitted by other users while interacting with the Hosted Service, including, without limitation, likenesses or photo images, advertisements or sponsored content ("Other Users' Content").

Other Users' Content may be protected by copyright and other intellectual property rights of such users or other persons.

Customer represents that (a) Customer is authorized by Customer's customers and by any other individuals with whom Customer interacts or communicates via the Hosted Service to access, use, store, archive for a period of time, modify, display, reproduce, prepare derivative works of, and distribute their Other Users' Content; (b) Avaya, its suppliers and subcontractors are authorized to do the same to the extent necessary for the purpose of providing the Hosted Service

h. Avaya's Intellectual Property Rights

Nothing in these Terms grants Customer any right to use any trade names, trademarks, service marks, logos, domain names, or other distinctive brand features of Avaya or its subcontractors or suppliers. Customer shall not remove, obscure, or alter any proprietary rights notices, such as copyright or trademark notices, attached to or contained within Intellectual Property, the Hosted Service, or any software.

i. Disclaimers

All information transmitted through the Hosted Service is the sole responsibility of the person from whom such information originated. Avaya is not responsible for and will not be liable in any way for such content. Avaya reserves the right, but is not obligated to: (a) pre-screen, refuse, flag, filter, or remove any material posted on the Hosted Service, including any Customer Content, which Avaya, in its sole discretion, deems inconsistent with these Terms, including any material Avaya has been informed or has reason to believe constitutes intellectual property infringement; and/or (b) take any action it deems appropriate with respect to any prohibited use of the Hosted Service or other Intellectual Property or other use of the Hosted Service that it deems to be inappropriate, in violation of these Terms, or potentially disruptive to the Hosted Service or Avaya's network, including, without limitation, issuing warnings or disabling or terminating Customer's Subscription to the Hosted Service, accounts or any user's access to all or part of the Hosted Service. Avaya assumes no liability for any action or inaction regarding transmissions, communications, or content provided by Customer or any third parties.

Customer acknowledges that, as part of the Hosted Service, Avaya may, for a period of time, but is not obligated to, archive Customer Content and Other Users' Content and may periodically delete Customer Content and Other Users' Content after a certain period of time without notice to Customer, including, without limitation, after expiration or termination of Customer Subscription or as may be required by applicable law. To the extent that Customer wishes to retain any Customer Content or Other Users' Content, Customer is solely responsible to ensure that such information is downloaded, saved and/or backed-up. Avaya may also implement reasonable limits as to the size or duration of storage of any Customer Content or Other Users' Content.

It is an Avaya policy to respond to notices of alleged copyright or trademark infringement that comply with applicable international intellectual property law (including, without limitation, in the U. S. the Digital Millennium Copyright Act) and where appropriate at the discretion of Avaya to terminate the accounts or subscription of infringers. If Customer would like to send Avaya an alleged copyright or trademark infringement notice as it pertains to the Hosted Service, go to the following link <http://support.avaya.com/AvayaCopyrightAgent> (or such successor site as designated by Avaya) and follow the instructions on how to get in touch with Avaya. If Customer has trouble accessing this link, then Customer may contact Avaya for further information at copyrightagent@avaya.com with the subject line: "DCMA Takedown Request" or by mail to:

Avaya Copyright Agent Notification
350 Mount Kemble Avenue Room 2C109
Morristown, NJ 07960
Phone: +1-908-953-2044

j. Recording

Some Hosted Services may involve recording and/or monitoring. For those Hosted Services, information uploaded to or in any way passing through the Hosted Service, including written, visual, or oral communications or other electronic means, may be recorded or monitored for quality assurance, diagnostic, and/or training purposes. By accessing or using the Hosted Service, Customer consents to such recording, monitoring and usage. Customer is also responsible for informing anyone with whom Customer interacts or otherwise communicate via the Hosted Service that information uploaded to or in any way passing through the Hosted Service, including written, visual or oral communications or other electronic means, may be recorded or monitored for quality assurance, diagnostic, and/or training purposes.

Recording of Conferences. If conferences are applicable to the Hosted Service Customer is subscribing to, Customer acknowledges that the laws of certain states, provinces or countries require that if a conference is to be recorded, all participants in the conference must be informed of that prior to the recording taking place, so they may consent to being recorded (if required by applicable laws) in the relevant jurisdictions when using recording features. Customer acknowledges and agrees that Customer shall be solely responsible for complying with the local laws in the relevant jurisdictions when using recording features (this includes Customer's obligation to obtain the consent, if required by applicable laws, of all participants before the commencement of the recording). Avaya shall have no liability to Customer or any participant in Customer's recorded conference if such announcement is not made or Customer fails to comply with applicable laws.

k. Restricted Actions

Customer agrees not to do any of the following, or allow others to do any of the following:

- (1) use the Hosted Service in a manner that is actually or potentially libelous, defamatory, threatening, harmful, harassing, indecent, obscene, in violation of any third party intellectual property rights or privacy rights of any person, or otherwise unlawful under any applicable law or regulation (including, without limitation, laws and regulations regarding the transmission of data or software);
- (2) misrepresent an affiliation with, or otherwise impersonate, any person or organization or otherwise attempt to mislead others as to the identity of the sender or the origin of any communication using the Hosted Services;
- (3) upload or otherwise transmit files that contain malware (including, but not limited to, viruses, Trojan horses, worms, time bombs, and spyware) or corrupted data;
- (4) download a file or software or include in the Hosted Service any content, software, files or links that Customer knows, or has reason to believe, cannot be distributed legally over the Hosted Service;
- (5) post "spam," transmit unsolicited messages, calls, advertising, telemarketing, chain letters, bulk email, or texts or engage in other similar activities, including, without limitation, any activities that violate anti-spamming laws and regulations, including, but not limited to, the CAN-SPAM Act, the Telephone Consumer Protection Act, Truth in Caller ID Act, and the Do-Not Call Implementation Act, or use the Hosted Services in any manner that violates the Mobile Marketing Association guidelines and/or best practices, carrier guidelines, any other industry standard;
- (6) transmit information that has been obtained through internet harvesting methods or any other unlawful electronic collection of addresses or any other public or private source;
- (7) provide and/or transmit information through the Hosted Services (whether visual, written or audible) that are not complete, accurate and updated for any opt-outs, as applicable and required by law;
- (8) advocate illegal activity or discuss an intent to commit an illegal act;
- (9) seek to exploit or harm children by exposing them to inappropriate content, asking for personal information, or otherwise;
- (10) access or attempt to access the Hosted Service by any means other than an interface provided by Avaya or bypass or attempt to bypass the measures Avaya may use to prevent or restrict



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access to the Hosted Service, including but not limited to any automated means such as the use of scripts or web crawlers or use the Hosted Services in any other manner that poses a security or service risk to Avaya or its users;

- (11) engage in any other conduct that (a) prevents, restricts or inhibits anyone's use or enjoyment of the Hosted Service or which, as determined by Avaya, may harm Avaya or users of the Hosted Service or expose them to liability, damages or danger; (b) interferes with, disrupts, disables, damages, or overburdens the Hosted Service or associated servers, networks, or software, or (c) damages any Avaya or third party property or information, including, without limitation, Avaya's Confidential Information, Avaya's Intellectual Property and Other Users' Content;
- (12) reproduce, duplicate, copy, transfer, modify, license, sell, trade, or resell the Hosted Service, any deliverables provided by Avaya related to the Hosted Service or any other Avaya Intellectual Property, unless Avaya expressly agrees otherwise in writing;
- (13) reverse engineer, disassemble, decompile, or otherwise attempt to derive source code from the Hosted Service and/or software (if any);
- (14) transfer Customer's subscription to the Hosted Service to any other company or entity without the prior written consent of Avaya;
- (15) use any trademark, service mark, trade name, or logo of any company or organization in conjunction with the Hosted Service in a manner that is likely or intended to cause confusion about the owner or authorized user of such mark, name, or logo;
- (16) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (a) is anything other than the type of traffic delivered to such party (including but not limited to making TDM originated traffic appear to be IP originated) or (b) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated;
- (17) modify, alter, or delete in any manner calling party number information, originating point codes, or any other signaling information or call detail in connection with the transport and termination of traffic to the called party;
- (18) launch or facilitate, whether intentionally or unintentionally, a denial of service attack on any of the Hosted Services or any other conduct that adversely impacts the availability, reliability, or stability of the Hosted Services;
- (19) submit any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards; or
- (20) use the Hosted Service, or any component of the Hosted Services, in any manner not authorized by Avaya.

Improper and/or inappropriate uses of the Hosted Services also include, but are not limited to:

- continuous or extensive chat line or conference call participation, use of free conference calling or similar services that Avaya in its sole discretion deems to participate in traffic stimulation practices or schemes that result in excessive charges;
- long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24 hour period) and/or calls placed to specific numbers / destinations for the purpose of generating charges or fees for or with a third party; or
- use of call Hosted Services in a manner which does not consist of uninterrupted live human voice



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dialog by and between natural human beings.

I. CUSTOMER RESPONSIBILITIES

- CUSTOMER IS RESPONSIBLE FOR ENSURING THAT CUSTOMER NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION OR ATTACK AND REGULARLY BACKING UP CUSTOMER DATA AND FILES IN ACCORDANCE WITH GOOD COMPUTING PRACTICES.
- EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THE SERVICE DESCRIPTION OR APPLICABLE TERMS OF HOSTED SERVICE: (I) CUSTOMER SHALL INFORM ANY USER USING THE HOSTED SERVICE THAT THE HOSTED SERVICE IS NOT DESIGNED FOR, NOR SHOULD BE RELIED UPON FOR ANY TYPE OF EMERGENCY CALL; AND (II) THIRD PARTY EMERGENCY SERVICES, INCLUDING, BUT NOT LIMITED TO 911 AND E911 SERVICE, USED WITH OR OTHERWISE MADE ACCESSIBLE USING THE HOSTED SERVICE MAY FUNCTION DIFFERENTLY OR MAY BE LIMITED OR UNAVAILABLE, AND AVAYA, ITS AFFILIATES AND SUBCONTRACTORS AND SUPPLIERS ARE NOT LIABLE IN ANY WAY FOR ANY SUCH CALLS. IT IS HIGHLY RECOMMENDED THAT ANY USER OF THE HOSTED SERVICE HAVE AN ALTERNATIVE MEANS OF ACCESSING EMERGENCY SERVICES.
- CUSTOMER IS RESPONSIBLE FOR USE OF THE HOSTED SERVICE BY ITS PERSONNEL, EMPLOYEES, SUBCONTRACTORS, OR ANY OTHER PERSON USING THE HOSTED SERVICE VIA CUSTOMER'S SUBSCRIPTION TO THE HOSTED SERVICE, WHETHER OR NOT KNOWN OR APPROVED BY CUSTOMER ("END USERS"), AND ANY SUCH USE SHALL BE DEEMED A USE BY CUSTOMER. AVAYA MAY INVESTIGATE COMPLAINTS OR SUSPECTED VIOLATIONS AND, IF AVAYA REASONABLY DETERMINES THERE IS A VIOLATION, AVAYA MAY, WITHOUT ANY LIABILITY OR PENALTY TO AVAYA, TAKE ACTION, IN AVAYA'S SOLE DISCRETION, TO REMEDY THE VIOLATION INCLUDING REMOVING CUSTOMER DATA OR RESTRICTING, SUSPENDING OR TERMINATING CUSTOMER'S ACCESS TO THE HOSTED SERVICE. WHERE AVAYA REASONABLY BELIEVES THAT SUCH VIOLATION WOULD EXPOSE AVAYA TO CIVIL, REGULATORY OR CRIMINAL LIABILITY OR OTHERWISE CREATE A SECURITY RISK, AVAYA MAY TAKE ACTION IMMEDIATELY WITHOUT PRIOR NOTICE TO CUSTOMER.
- IF CUSTOMER USES OR ACCESSES THE HOSTED SERVICE, CUSTOMER ACCEPTS THE RESPONSIBILITY ON BEHALF OF ITSELF AND ITS END USERS USING THE HOSTED SERVICE TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO, THE TELEPHONE CONSUMER PROTECTION ACT AND ITS ASSOCIATED REGULATIONS PROMULGATED BY THE FEDERAL COMMUNICATIONS COMMISSION, AND APPLICABLE STATE OR COUNTRY TELEMARKETING LAWS AND REGULATIONS AS WELL AS APPLICABLE CALL RECORDING AND OTHER RECORDING AND MONITORING LAWS. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT IT IS FULLY RESPONSIBLE FOR MAKING OR INITIATING CALLS USING THE HOSTED SERVICE AND THAT AVAYA PLAYS NO ROLE IN PURCHASING CALL LISTS FOR CUSTOMER OR DETERMINING WHEN OR WHETHER CUSTOMER CALLS A NUMBER. CUSTOMER FURTHER ACKNOWLEDGES THAT AVAYA DOES NOT DRAFT OR EDIT THE CONTENT OF ANY MESSAGE DELIVERED BY CUSTOMER DURING A CALL MADE USING AVAYA'S HOSTED SERVICE. AVAYA SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER THIRD PARTY IF CUSTOMER FAILS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

Terms and Conditions Applicable to Purchasing of New Electronic Equipment (Special Item Number 33411)

1. Material and Workmanship

All equipment furnished hereunder will satisfactorily perform the function for which it is intended.

2. Order

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under Blanket Purchase Agreement (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the contractor will be obligated to meet the delivery and installation date specified in the original order.

3. Transportation of Equipment

Shipments within the 48 contiguous states and District of Columbia are FOB destination. Delivery to Alaska, Hawaii, Puerto Rico, the U.S. Territories and overseas U.S. Government Installations would be to point of embarkation.

4. Installation and Technical Services

a. Avaya shall deliver the products and services specified on the accepted order and shall install those products for which installation charges are specified on the order.

- The ordering activity, at its own expense, will provide (i) an equipment room and other environmental conditions as specified to the ordering activity by Avaya; (ii) access to the installation location for equipment and personnel at times specified by Avaya; (iii) adequate work-space, heat, light, ventilation and electrical outlets; and (iv) a secured and protected area for storage of tools and equipment near the equipment room.
- Installation activities are scheduled between 8 a.m. and 5 p.m., Monday through Friday, excluding Avaya and Government holidays. Those activities scheduled outside normal business hours at the ordering activity's request, or because of ordering activity-caused delays, are subject to premium charges outside the scope of the contract.
- The ordering activity is responsible for identification and removal of any hazardous material (e.g., asbestos) or correction of any hazardous condition on the ordering activity's premises that affects Avaya's performance of services. Services may be delayed by Avaya while the ordering activity removes or corrects any hazardous condition, with no liability, cost, or penalty to Avaya.
- Customer Delays – If the delivery or installation of products is delayed for more than thirty (30) calendar days due to the fault of the ordering activity or its contractors, Avaya may commence billing, effective the scheduled delivery or installation date.
- Refer to SIN 54151S for more complex implementations.

b. Installation, Deinstallation, Reinstallation

The Davis-Bacon Act (40 U.S.C 276a-276a-7) provides that contracts in excess of \$2000 to which the United States of the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The

requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.

If prevailing wages should apply, the labor rates may be increased accordingly.

c. **Operating and Maintenance Manuals**

Avaya shall furnish the ordering activity one copy of any user manual relating to the equipment being installed/purchased, where normally provided.

5. Inspection/Acceptance

a. **Avaya Installed Equipment**

Equipment must operate in accordance with manufacturer's published specifications. The ordering activity should give Avaya a written notice of acceptance or rejection within thirty (30) calendar days following the in-service date. "In-Service Date" means the date on which Avaya notifies ordering activity that the Avaya-installed products are installed in good working order in accordance with applicable documentation. The absence of an official written notice shall mean that acceptance has occurred.

b. **Customer Installed/Drop Shipped Equipment**

Acceptance shall occur on the date of delivery of the product to the ordering activity.

6. Title and Risk of Loss

a. **Title.** Title to Avaya equipment delivered under this contract shall pass to the ordering activity on the date of acceptance.

b. **Risk of Loss.** Risk of loss or damage to the supplies provided under this contract shall remain with the Avaya until, and shall pass to the ordering activity upon:

- (i) Delivery of the supplies to the carrier, if transportation is f.o.b. origin; or
- (ii) Delivery of the supplies to the ordering activity at the destination specified in the contract if transportation is f.o.b. destination.

7. Warranty

a. **Warranty.** Avaya warrants to ordering activity that during the applicable warranty period, the product will conform to and operate in accordance with the applicable documentation in all material respects. To the extent that Avaya performs installation services with respect to its products, Avaya warrants that those installation services will be carried out in a professional and workmanlike manner by qualified personnel.

b. **Warranty Period.** Unless a different period is specified in the applicable order, the warranty periods for products and installation services are as follows:

- (1) **Hardware:** twelve (12) months, beginning on the In-Service Date for Avaya-installed Hardware and on the delivery date for all other hardware;

(2) Installation Services: thirty (30) days from the performance of the applicable installation services.

c. Remedies.

(1) Products. If the product is not in conformance with the warranty above and Avaya receives from ordering activity during the applicable warranty period a written notice describing in reasonable detail how the product failed to be in conformance, Avaya at its option will: i) repair or replace the product to achieve conformance and return the product to ordering activity; or ii) refund to ordering activity the applicable fees upon return of the non-conforming product to Avaya. Replacement hardware may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent and will be furnished only on an exchange basis. Returned hardware that has been replaced by Avaya will become Avaya's property. Replacement products are warranted as above for the remainder of the original applicable product warranty period.

(2) Installation Services. To the extent that Avaya has not performed installation services in conformance with the above warranty, and Avaya receives notice from ordering activity identifying the non-conformance within thirty (30) days of its occurrence, Avaya will re-perform the non-conforming installation services. If Avaya determines the re-performance is not commercially reasonable, Avaya will refund to ordering activity the fees for the non-conforming installation services.

(3) Sole Remedy. THESE REMEDIES WILL BE ORDERING ACTIVITY'S SOLE AND EXCLUSIVE REMEDIES AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES ORDERING ACTIVITY MAY HAVE AGAINST AVAYA WITH RESPECT TO THE NONCONFORMANCE OF PRODUCTS.

d. Warranty Procedures. Products subject to a warranty claim must be returned to Avaya in accordance with Avaya's instructions, accompanied by evidence satisfactory to Avaya that the products remain entitled to warranty protection.

If a product is returned within the applicable warranty period subject to a valid warranty claim, Avaya will not charge for any repair, replacement, error identification or correction, or return shipment of the non-conforming product. If Avaya determines that the product was operating in conformance with its applicable warranty, Avaya may charge ordering activity for error identification or correction efforts, repair, replacement and shipment costs at Avaya's then current rates.

8. Warranty Exclusions

a. Warranty Exclusions. The warranties provided in Paragraph 7 do not extend to any damages, malfunctions, or non-conformities caused by:

(i) Ordering activity's use of products in violation of the license granted by Avaya to the ordering activity or in a manner inconsistent with the product documentation;

(ii) Use of non-Avaya furnished equipment, software, or facilities with products (except to the extent provided in the product documentation);

(iii) Ordering Activity's failure to follow Avaya's installation, operation or maintenance instructions;

(iv) Ordering Activity's failure to permit Avaya timely access, remote or otherwise, to products;

(v) Failure to implement all new updates to software provided under the Schedule;

(vi) Products that have had their original manufacturer's serial numbers altered, defaced or deleted; and

(vii) Products that have been serviced or modified by a party other than Avaya or an authorized Avaya reseller.

- b. **Toll Fraud.** Avaya does not warrant that products or services will prevent Toll Fraud. Prevention of Toll Fraud is the responsibility of ordering activity.
- c. **Force Majeure.** Neither party will have liability for delays, failure in performance or damages due to: fire, explosion, power failures, pest damage, lightning or power surges, strikes or labor disputes, water, acts of God, war, civil disturbances, terrorism, acts of civil or military authorities, inability to secure raw materials, transportation facilities, fuel or energy shortages, performance or availability of communications services or network facilities, or other causes beyond the party's reasonable control. The foregoing will not apply to payments of fees for products delivered or installed, as applicable, or for services performed.
- d. **Products from Third Parties.** Ordering activity's decision to acquire or use products from third parties is the ordering activity's sole responsibility, even if Avaya helps the ordering activity identify, evaluate or select them. AVAYA IS NOT RESPONSIBLE FOR, AND WILL NOT BE LIABLE FOR, THE QUALITY OR PERFORMANCE OF SUCH PRODUCTS OR THEIR SUPPLIERS.
- e. **Disclaimers.** EXCEPT AS PROVIDED IN PARAGRAPHS 7 AND 8, NEITHER AVAYA NOR ITS SUPPLIERS OR LICENSORS MAKES ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PRODUCTS OR INSTALLATION SERVICES. AVAYA DOES NOT WARRANT THE UNINTERRUPTED OR ERROR FREE OPERATION OF PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVAYA DISCLAIMS ALL WARRANTIES IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Purchase Price for Ordered Equipment

- a. The purchase price that the ordering activity will be charged is the purchase price in effect at the time of order placement.
- b. Front market prices apply to new systems, upgrades (including software and server migrations) and any add-ons that are included on the same order as the new system or upgrade. Aftermarket prices apply to add-ons that are not included on a new system or upgrade order.

10. Trade-In of Information Technology Equipment

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding Disposition of Information Technology Excess Personal Property in the Federal Property Management Regulations (FPMR) (41 CFR part 101-43.6), and the policies and procedures on exchange/sale contained in FPMR (41 CFR part 101-46).

11. Change Control Date

The "Change Control Date" (CCD), when applicable, is mutually agreed upon and is the last date that Avaya will accept changes to the products ordered for delivery on the delivery date or for installation on the In-Service Date. Changes to the original order received by Avaya prior to the CCD must be approved in writing by both parties. Changes received and accepted by Avaya after the CCD will be treated as separate orders and will be delivered after the delivery date or installed after the In-Service date. The CCD for subsequently placed orders for modifications or additions will be the date Avaya accepts that order.

12. Limitations of Liability

- a. The total aggregate liability of either party for each and all claims arising out of or in connection with the agreement will not exceed an amount equal to the total amount of all fees paid or payable under the agreement in the twelve (12) month period immediately preceding the date of the event giving



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rise to the claim. The limitations of liability in this paragraph will apply to any damages, however caused, and on any theory of liability, whether for breach of contract, tort (including, but not limited to, negligence), or otherwise, and regardless of whether the limited remedies available to the parties fail of their essential purpose. However, they will not apply in cases of willful misconduct, personal injury or breaches of Avaya's license restrictions.

- b. The limitations of liability in this paragraph also will apply to any liability of directors, officers, employees, agents and suppliers. The limitations of aggregate liability will not apply to contractual indemnification obligations provided in the agreement.

13. New Material

Only new equipment, excluding repair or replacement parts, will be provided to the ordering activity. Repair or replacement parts may be new, remanufactured, or refurbished, and are warranted as new.

14. Responsibilities of the Contractor

Avaya shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

Terms and Conditions Applicable to Office Computer and Machine Repair and Maintenance (After expiration of Warranty provisions and/or when required service is not covered by Warranty provisions) (Special Item Number 811212)

1. Service Areas

The service areas covered by this contract are the 48 contiguous states and the District of Columbia. Service in Alaska, Hawaii, Puerto Rico, the U.S. Territories and overseas U.S. Government Installations are for selected products only.

2. Maintenance Order

- a. Ordering activities may use written orders, EDI orders, credit card orders, or BPAs for ordering maintenance in accordance with the terms of this contract. Avaya shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item 811212). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by Avaya as prescribed by this paragraph, the order shall be considered to be confirmed by Avaya.
- b. Avaya shall honor orders for maintenance for periods of four years or less, depending on the platform consistent with its standard commercial maintenance coverage. Maintenance service shall commence on a mutually agreed to date, which will be written into the maintenance order. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by Avaya; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated fiscal funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for a 12- month contract period which may cross fiscal years, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period (despite the intervening fiscal year ending).
- f. Ordering activities should notify Avaya in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. Repair Service and Repair Parts Orders

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

- b. When a repair is ordered, Avaya will dispatch the appropriate number of technicians to perform the repair service, after the ordering activity agrees and issues an order for the billable repairs.

4. Loss or Damage

When the contractor removes equipment to his establishment for repairs, the contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity's installation, until the equipment is returned to such installation.

5. Scope

- a. Based on the type of coverage selected by the ordering activity (see Item 9. Types of Coverage), Avaya shall provide maintenance for all Supported Products listed herein as requested by the ordering activity during the contract term. "Supported Products" are hardware identified in the order. Repair service and repair parts shall apply exclusively to the equipment types/models within the scope of this Schedule.

Maintenance service will be for an initial term of one (1) year in accordance with the option selected by the ordering activity.

- b. Equipment placed under maintenance service shall be in good operating condition.
 - (1) In order to determine that the equipment is in good operating condition, the equipment may be subject to inspection by the contractor at the applicable Per Incident Maintenance rate listed in the price list.
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the contractor, if the equipment is under Avaya's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment is not under Avaya's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).
- c. Maintenance work requested to be performed at a time or in a manner beyond the coverage selected by the ordering activity, or maintenance work required as result of an action or condition listed in Paragraph 11, may be provided subject to additional charges outside the scope of this contract.
- d. If the ordering activity subsequently purchases products from Avaya that are similar to the products covered by an existing maintenance order, and co-locates said products, or requests certification or connection of equipment, upon expiration of any applicable warranty, the co-located products will also be covered by the maintenance order. This will be exercised through the issuance of a new order and will be subject to the then current monthly maintenance charges for said equipment. The period of maintenance for such equipment shall be coterminous with the period of maintenance for the existing equipment. All similar equipment purchased initially or subsequently must be covered by the same maintenance agreement terms and conditions.
- e. Replacement hardware provided as part of maintenance services may be new, factory reconditioned, refurbished, remanufactured or functionally equivalent and will be furnished only on an exchange basis. Returned hardware that has been replaced by Avaya will become Avaya's property.
- f. Certification allows for the inspection of Avaya hardware products and Avaya-supported products in order to ensure that they meet all Avaya environmental and technical specifications prior to issuing a maintenance order or adding equipment to a maintenance order. The applicable Per Incident Maintenance rate may apply.

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

- (1) Avaya did not install equipment not classified as customer installable.
- (2) Avaya previously installed the equipment and the warranty or the maintenance had elapsed for more than ninety (90) days.

6. Responsibilities of the Ordering Activity

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is covered by a service agreement, unless agreed to by Avaya.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired. In the event that the ordering activity does not permit access to the equipment, Avaya shall not be responsible for maintenance or repair of the equipment and will not be liable for such failure. Additional charges may be applicable.
- c. Ordering activity will notify Avaya in advance before relocating or removing products covered by an Avaya warranty or maintenance order. Additional charges may apply, if applicable, to cover services provided as a result of relocated or removed products.
- d. The ordering activity must install or arrange for the installation of a 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 support 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 to provide remote access on a 24x7 basis or there may be degradation to the service and support you receive from Avaya. Avaya's support obligations are contingent on the provision of remote access. If remote access is not granted by the ordering activity, Avaya may not be able to provide services and will not be liable for such failure. Additional charges may be applicable.

7. Responsibilities of the Contractor

Within service areas, the response time for the repair service request shall be in accordance with the standard commercial response time, depending on service areas and service agreement coverage.

For equipment not covered by a maintenance agreement or warranty, Avaya's repair service personnel shall respond after notification by the ordering activity that service is required, provided Avaya accepts the order.

8. Liability for Injury or Damage

Avaya shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by Avaya unless such injury or damage is due to the fault or negligence of Avaya.

9. Types of Coverage

The following are descriptions of maintenance service offerings for Avaya and selected non-Avaya products.

a. FULL MAINTENANCE COVERAGE (Hardware and Software Coverage)

Full Maintenance Coverage offers the ordering activity the most comprehensive coverage to protect their communications system investment and maximize system uptime. Full Maintenance is available as either 8x5 or 24x7 as described below.

- (1) **The Full Maintenance 8x5 Coverage** option is available during Standard Business Hours, 8 a.m. to 5 p.m., in the time zone of the covered products, Monday through Friday, excluding Avaya and Government holidays.

Coverage includes remote telephone support, remote diagnostics, troubleshooting, problem resolution, software maintenance updates/fixes, on-site parts replacement (if the covered product includes hardware), and any on-site support Avaya deems necessary to resolve a fault. Requests for support outside the Standard Business Hours may be accommodated at Avaya's option and the applicable Per Incident Maintenance rate. The response objective for failures which materially affect the operation of the system (Major Failures) is within two (2) business hours from receipt of the trouble report on the DEFINITY and Communication Manager switch located within a certain major metropolitan area and four (4) business hours from receipt of the trouble report for all other major failures. The response objective for failures that are not included in the definition of a Major Failure (Minor Failures) is the next business day provided that this work will be performed between 8 a.m. to 5 p.m. Monday through Friday, excluding Avaya and Government holidays.

- (2) **The Full Maintenance 24x7 Coverage** option offers the benefits of Full Maintenance 8x5. In addition the four (4) hour response objective for major failures is extended to twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

Note: The Avaya standard service description document that describes the deliverables for Full Maintenance Coverage in more detail is available upon request. The service description document current at time of order placement applies. In the event of a conflict between the service description document and the Schedule terms and conditions, the Schedule terms and conditions apply.

b. PARTS PLUS REMOTE SUPPORT (Hardware and Software Coverage)

Parts Plus Remote Support is available as either 8x5 in the time zone of the covered products or 24x7.

8x5 coverage includes:

- (1) Remote telephone support, diagnostics, troubleshooting, problem resolution, software maintenance updates/fixes. Helpline support is limited to 8:00 a.m. to 5:00 p.m. in the time zone of the covered products. Helpline requests provided after 5:00 p.m. are subject to availability, and will be billed at the applicable Per Incident Maintenance rate.
- (2) Around-the-clock access to remote maintenance assistance, documentation, and other information via web-enabled case-based reasoning tools on <http://avaya.com/support> (or other website designated by Avaya).
- (3) Advance replacement by mail of any covered part Avaya determines to be inoperative. This support is available only during the hours of 8:00 a.m. to 5:00 p.m. in the time zone of the covered products.

The 24x7 coverage option extends the benefits of the Parts Plus Remote Support 8x5 coverage to twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year *for Major Failures*.

Parts Plus Remote coverage does not include any on-site support, and/or on-site parts replacement and it is the ordering activity's responsibility to secure any critical on-site spare parts, as well as on-site technical expertise. If Avaya determines on-site intervention is needed, Avaya will refer the trouble resolution to the ordering activity's designated and trained on-site maintenance representative. Any additional troubleshooting time required of Avaya will be at the applicable Per Incident Maintenance rate.

Note: The Avaya standard service description document that describes the deliverables for Parts Plus Remote Support in more detail is available upon request. The service description document current at time of order placement applies. In the event of a conflict between the service description document and the Schedule terms and conditions, the Schedule terms and conditions apply.

c. REMOTE ONLY COVERAGE (Hardware and Software Coverage)

Remote Only Coverage is available as either 8x5 or 24x7.

The 8x5 coverage option includes:

- (1) Remote telephone support, diagnostics, troubleshooting, problem resolution, software maintenance updates/fixes. Helpline support is limited to 8:00 a.m. to 5:00 p.m. in the time zone of the covered products. Helpline requests provided after 5:00 p.m. are subject to availability, and will be billed at the applicable Per Incident Maintenance rate.
- (2) Around-the-clock access to remote maintenance assistance, documentation, and other information via web-enabled case-based reasoning tools on <http://avaya.com/support> (or other website designated by Avaya).

The 24x7 coverage option extends the benefit of the Remote Only Support 8x5 coverage to twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year *for Major Failures*.

Note: The Avaya standard service description document that describes the deliverables for Remote Only Coverage in more detail is available upon request. The service description document current at time of order placement applies. In the event of a conflict between the service description document and the Schedule terms and conditions, the Schedule terms and conditions apply.

d. HARDWARE SUPPORT/MAINTENANCE (Hardware Only Coverage)

In order to be eligible to purchase Avaya Hardware Support/Maintenance, the ordering activity must have an active Avaya Software Support order. Refer to SIN 511210/54151 for information pertaining to the purchase of Software Support.

Hardware Support/Maintenance will commence on the In-Service Date of the Supported Product. "In-Service Date" means the date on which Avaya notifies ordering activity that the Avaya-installed products are installed in good working order in accordance with applicable documentation. The coverage described herein is applicable to supported products and only if the ordering activity has Software Support or Software Support Plus Upgrades coverage.

Hardware Support/Maintenance includes remote telephone support, remote diagnostics, troubleshooting, problem resolution and hardware firmware updates/fixes – none of which are included under warranty. Warranty generally guarantees that the hardware will work in accordance with 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/Maintenance is available in three (3) levels of support as described below.

- (1) Remote Hardware Support, 24x7. Remote Hardware Support, 24x7, includes troubleshooting, access to helpline support and access to product correction notices (PCNs) and updates.
- (2) Remote Hardware Support with Advanced Parts Replacement, 24x7. In addition to the benefits included in Remote Hardware Support, Remote Hardware Support with Advanced Parts Replacement, 24x7, provides for advance replacement by mail of any covered part Avaya determines to be inoperable. This includes advance parts for PCNs and updates, but does not include system hardware upgrades that may be required. The ordering activity must follow the procedure outlined below to receive advance parts.
 - (i) 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 with U.S. next business day.
 - (ii) Receive and replace the field-replaceable component/device.

- (iii) 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. (The ordering activity can also ship the faulty device through a logistics service provider if applicable and which may vary by geographic locations.) The ordering activity may be charged for the replacement device if Avaya does not receive the faulty part within this time frame.
 - (iv) 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.
- (3) On-site Hardware Maintenance, 8x5 or 24x7. 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 applicable Avaya response objective. The response objective for failures which materially affect the operation of the system (Major Failures) is within two (2) business hours from receipt of the trouble report on the DEFINITY and Communication Manager switch located within a certain major metropolitan area. 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 and Government holidays. The response time for Major Failures for ordering activity sites located outside the major metropolitan area, for non-Avaya labeled and all other products is four (4) business hours from receipt of the trouble report. The response objective for failures that are not included in the definition of a Major Failure (Minor Failures) is the next business day provided that this work will be performed between 8 a.m. to 5 p.m. Monday through Friday, excluding Avaya and Government holidays.

Note: The Avaya standard service description document that describes the deliverables for Hardware Support/Maintenance in more detail is available upon request. The service description document current at time of order placement applies. In the event of a conflict between the service description document and the Schedule terms and conditions, the Schedule terms and conditions apply.

10. Other Service Offerings

Listed below are several of the available service offerings. A complete list of all available service offerings is included in the price list.

a. **Dedicated Technician**

Dedicated Technician service is available to ordering activities that have Full Maintenance Coverage. This service offer provides a certified expert who is trained and managed by Avaya, but reports directly to the ordering activity and works at the ordering activity's location, to maintain the vital communications solution – whether it is voice, converged voice and data or data only. Dedicated Technician service offer(s) and its associated charge(s) are specified in the price list.

b. **Enhanced Remote Services (ERS)**

The ERS service allows ordering activities to select enhancements to their Full Maintenance Coverage order. The ordering activity may select one or a combination of enhancements based on its own preferences and needs. Enhancements include Single Point of Contact, Agency, Agency with Off Board Alarming, Off Board Alarming Only and Voice Network Engineering. ERS service offer(s) and its associated charge(s) is specified in the price list.

c. Maintenance Per Incident (MPI) Support

Avaya provides ordering activities with Maintenance Per Incident Support on a per-call basis if the ordering activity has a maintenance agreement or when ordering activities require assistance outside the coverage terms of their service order or warranty. Maintenance Per Incident Support services are available for help line, administration, diagnostics, and on-site service support. Support is extended to all products supported by Avaya. Maintenance Per Incident Support offers and associated charges are specified in the price list.

d. Moves, Adds and Changes (MACs)

Avaya offers remote and on-site move, add, change and delete services for software, hardware or a network component. On-site services may be purchased at an hourly rate, a daily rate or block of hours. MAC service offer(s) and its associated charge(s) are specified in the price list.

e. Maintenance ASSIST

Maintenance ASSIST responds to the needs of ordering activities that purchase Avaya systems and applications but choose not to purchase Full Maintenance Coverage. Coverage includes access to the Avaya Support Website, Maintenance Software Permissions (MSPs) and Per Incident Maintenance Support at the applicable Per Incident Maintenance rate. This offer does not include support for adjuncts or terminals. Maintenance ASSIST ordering activities may request remote and/or on-site support. All on-site requests for Maintenance ASSIST activities receive the non-service agreement response objectives. Maintenance ASSIST service offer(s) and its associated charge(s) is specified in the price list.

11. Work Not Covered

a. Maintenance required to repair damages, malfunctions, or service failures caused by the following are not covered:

- (1) Actions of non-Avaya personnel
- (2) Failure to follow Avaya installation, operation or maintenance instructions, including your failure to permit Avaya remote access to your equipment
- (3) Attachment of non-Avaya equipment to the products
- (4) Failure of products not maintained by Avaya
- (5) Abuse, misuse, or negligent acts by the ordering activity
- (6) Fire, explosion, pest damage, power failures, power surges, lightning, strike or labor dispute, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, unauthorized use of products, or other causes beyond Avaya's control whether or not similar to the foregoing.

Avaya may agree to perform maintenance services in such instances on a Per Incident basis.

b. AVAYA DOES NOT WARRANT THAT THE PRODUCTS WILL PREVENT, AND AVAYA WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE (OR CHARGES FOR SUCH USE) OF COMMON CARRIER TELECOMMUNICATION SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO PRODUCTS.

12. Rate Provisions

a. MAINTENANCE SERVICE AGREEMENT PRICING

- (1) Price list rates are *monthly rates* per unit, to be multiplied by the total number of months in the term for the total offer price per unit. Example: Price list rate of \$1.00/unit would be \$12.00/unit

for a 1-year term, \$36.00/unit for a 3-year term and \$60.00/unit for a 5-year term.

(2) Utility-based Maintenance Pricing

(i) Utility-based maintenance pricing ("Utility") applies to certain system types. Utility-based maintenance pricing includes both hardware and software except as noted below. Utility is calculated at a system level, using the "per-x" (i.e., per port, per agent, per mailbox) utility rate multiplied by the actual utility count obtained from the system. See the Utility-based Maintenance Price Table, at the end of this section 811212, for the utility rates for each system type. All other products, excluding "Adders", covered under a Utility quote or order, whichever is applicable, (i.e., data products, CRM software, small/medium telephony systems, peripheral products, UPS, paging systems, video) are priced at a component-based level. Component-based prices are listed in the Schedule Price List.

"Adders" are defined as optional hardware/software components that are part of the Avaya system. Adders carry an additional price to the base utility price for that product. See the Utility-based Maintenance Price Table at the end of this section 811212 for adder utility rates.

On certain Avaya products at or above a specific product release, software support is separately priced from hardware maintenance. On these releases, a "per-x" hardware utility rate requires the additional purchase of software support. The utility rate for hardware maintenance is included in the Utility-based Maintenance Price Table. Refer to SIN 511210/54151 for information pertaining to the purchase of software support.

Utility-based maintenance pricing applies to the Avaya system. Consequently, if/when products are added to the system, these products will not carry their own independent warranty. Rather, they will carry the same warranty that was purchased for the Avaya system. As a result, the maintenance services ordered under the utility-based maintenance pricing and the associated billing may commence, in some cases, during the Avaya product warranty period.

(ii) Obtaining the utility counts:

Either at the time of quote and/or at the time of annual true up, the utility counts are based on the applicable system measurement.

Remote connectivity is the preferred method for obtaining utility counts. In cases where access is prohibited, the ordering activity agrees to generate specific reports for these products. Three options are available for obtaining utility counts.

- *Expert System Access (remote)* - Systems where remote access connectivity exists (i.e., dedicated INADS line), Avaya Expert Systems requires no additional steps.
- *On Demand Polling* - This method utilizes remote access connectivity to gain the required measurements through a pre-arranged temporary connection.
- *Manual Gathering* – This method involves manual gathering of specific system reports. The manual gathering is usually performed by the ordering activity and submitted to Avaya to compile the necessary measurements.

If Avaya is unable to obtain the utility counts by one of these three (3) methods, Avaya will not be liable for any inaccuracies in utility counts. Additional charges may be applicable if the ordering activity subsequently requests Avaya to inventory and correct utility counts.

(3) Component-based Maintenance Pricing

Component-based maintenance pricing is applicable to all Avaya products not covered by utility-based maintenance pricing. The component-based maintenance is priced on a per-component basis. Available component-based prices are listed in the price list.

- (4) The component-based maintenance prices published in the price list or in the Utility-based maintenance price table located at the end of this section (SIN 811212) are the base maintenance prices. Uplift/discount factors may apply to the base maintenance price depending on the level of service required (i.e., Full coverage 8X5, 24X7, Remote Only Support 24x7). The uplift/discount factors are Avaya's then-current factors at time of quote/order. Contact your Avaya account representative for a configured maintenance price quotation (or contact the Avaya Customer Care Center at 800-492-6769).
- (5) Should the ordering activity require maintenance outside their coverage hours or beyond the terms of their service, then additional charges will apply.
- (6) If applicable, charges for travel and living will be invoiced in accordance with the Federal Travel Regulations.

b. REPAIR SERVICE AND REPAIR PARTS

- (1) Per Incident charges as specified in the price list are dependent upon the type of equipment.
- (2) If applicable, charges for travel and living will be invoiced in accordance with the Federal Travel Regulations.
- (3) Multiple Machines. When repairs are ordered by an ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.
- (4) Repair or replacement parts used in connection with remedial maintenance and repair to existing equipment or systems at Per Incident rates may be new, remanufactured, or refurbished, which are warranted as new. Dependent upon the warranty and or maintenance coverage, there may or may not be a charge for replacements parts. All parts will be warranted for a period to co-terminate with the warranty period of items serviced, and in accordance with the applicable warranty term in 33411, or the maintenance option selected in 811212.

13. Support Advantage (Hardware and Software Coverage)

a. ESSENTIAL SUPPORT COVERAGE

Essential Support coverage provides reactive 24x7 remote software and hardware support, access to service packs and access to web services for all eligible Supported Products and is the minimum coverage required to receive Avaya support on those eligible Supported Products.

Essential Support is not offered as an option for any Supported Products with a Major Release launching on or after August 10, 2015.

- (1) Remote Software and Hardware Support
The ordering activity has 24x7 around-the-clock access to an Avaya Service Center via the website (<http://support.avaya.com>) or telephone to request software and (where applicable) hardware support or to raise questions about product configuration or general usability.

Avaya may require that only Avaya-authorized End Customer contacts are eligible to request support, verify the identity of End Customer contacts requesting support and limit the number of authorized contacts. Avaya's remote support, including all electronic and telephone communications, is provided in the English language.

For all Supported Products under Essential Support, Avaya will use commercially reasonable efforts to commence support on the ordering activity's request for remote support according to the following table:

Severity 1*	Severity 2*	Severity 3 & 4*
Within one (1) hour	Within two (2) hours	Within Standard Business Hours

* **Severity levels are defined as follows:**

Severity 1 - Outage Service Request: A real-time service or product outage in a production system that could require drastic measures to restore (such as a system restart), severely downgrades service capacity, or results in a loss of service for a significant number of end users. This situation severely impacts productivity or creates a significant financial impact or presents a risk for loss of human life. NOTE: requires customer to commit to 24x7 dedicated resource until restoration/workaround.

Severity 2 - Severe Business Impact Service Request: Severe degradation of production system or service performance for which there is no active workaround and problem severely impacts service quality or the control or the operational effectiveness of the product affects a significant number of users and creates significant productivity or financial impact. This situation materially obstructs the firm's ability to deliver goods or services Also includes automated product alarms which meet the Severe Business Impact criteria as noted above. NOTE: requires customer to commit to a 24x7 resource (if so entitled, or 8x5 if not) until restoration/workaround.

Severity 3 - Business Impact Service Request: Significant degradation to the system's operation, maintenance or administration: requires attention needed to mitigate a material or potential effect on system performance, the end-customers or on the business. Also includes automated product alarms which meet the Business Impact criteria as noted above.

Severity 4 - Non-Service Impact Service Request: A question or problem that does not immediately impair the functioning of the product or system and which does not materially affect service to end-customers. If related to a problem, the problem has a tolerable workaround. Includes consultation, records corrections and administrative issues. .

Upon receipt of a service request, Avaya will perform:

- Troubleshooting and diagnostics via telephone or on-demand remote connection
- Isolation and resolution of all reproducible problems
- Identification and resolution of any inconsistencies or errors in Avaya product documentation.

(2) Web Services

The End Customer has access to web-based services available at <http://support.avaya.com>. Detailed instructions for access and use of each web service are posted on the support website. Avaya may require that only Avaya-authorized End Customer contacts are eligible to access the support website and may also limit the number of authorized contacts.

(3) Minor Software and Firmware Updates and Service Packs

The End Customer has access to Product Correction Updates ("Update") issued by Avaya. An Update can be a Product Correction Notice (PCN), minor software or firmware update or service pack. Avaya will notify the End Customer via <http://support.avaya.com> of any Avaya-recommended Updates. Updates will be issued as End Customer, remote or technician installable and with a classification of 1, 2, or 3 depending on the product, level of severity and complexity.

	Class 1	Class 2	Class 3
End Customer installable Update	End Customer installs	End Customer installs	End Customer installs
Remote installable Update	Avaya installs	Avaya installs	End Customer installs
Technician installable Update	End Customer or Avaya installs during coverage hours when	End Customer or Avaya installs during coverage hours when	End Customer or Avaya installs during Standard Business

	Support Advantage Onsite Support is purchased	Support Advantage Onsite Support is purchased	Hours when Support Advantage Onsite Support is purchased
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- The End Customer must register for Avaya E-Notifications in order to receive Updates.
- The End Customer may contact Avaya at no additional charge with general questions about End Customer-installable Updates.
- At the End Customer’s request, Avaya will remotely perform the installation of an End Customer-installable Update, subject to the End Customer’s express approval of time and material charges using Avaya’s then current Maintenance Per Incident rates. Maintenance Per Incident charges also apply to any End Customer installable Update required to complete an open Avaya service request.
- Certain Avaya remote installable Updates may require the insertion of End Customer provided media in a local drive at the End Customer’s location, and that activity will be the End Customer’s responsibility.
- System backups are the End Customer’s responsibility and Avaya’s installation of an Update does not include any system backup.
- In most circumstances, updating to the latest Minor Release and/or Update version of a product will be required before application of any additional Updates to address a problem.
- Support does not include software or hardware upgrades. If the Update requires a software or hardware upgrade, Avaya will provide the Customer with a separate cost estimate prior to performing any such upgrade.

(4) Maintenance Software Permissions (MSPs) and DADMIN Logins

Maintenance Software Permissions (MSPs) and DADMIN logins are applicable only to all Avaya Aura® Communication Manager (CM) Releases, including earlier versions such as DEFINITY®, G3V4 – R7 and G3V3.

MSPs provide the technological ability to execute certain on demand maintenance commands to a customer that is logged into an Avaya PBX system using a username and password reserved for customers (called a “Customer Login”). In this way, MSPs provide support services capabilities used to respond to some alarms and to aid in identifying and resolving problems with a system.

Customers may have access to MSPs, at no charge. One way to request MSPs is through Avaya’s MSP Activation page (<https://support.avaya.com/MSPActivation>).

For all Avaya PBXs sold before May 2008, including CM 4 and earlier releases, both the customer that purchased the PBX and any agent acting on its behalf – including an unauthorized maintenance provider (“UMP”) or independent service provider (“ISP”) – may use MSPs at no charge.

Customers that purchased Avaya PBXs since May 2008, including CM 5.0 and later releases, also have access to MSPs at no charge, but such customers might breach their contracts with Avaya by allowing an UMP or ISP (or any other agent that is not authorized by Avaya) to use the on-demand maintenance commands enabled by MSPs.

The DADMIN login was developed for and is licensed only to Avaya's authorized channel partners, subject to customer approval and Avaya authorization. The DADMIN login provides the partner with support services capabilities. DADMIN logins may be used only by authorized partners in accordance with the applicable Avaya license terms. DADMIN logins are not transferable or assignable, and they are not to be provided to customers or any unauthorized third parties.

Three other levels of Avaya Logins also exist – CRAFT, INADS and INIT – but these logins are reserved for the exclusive use of Avaya associates. UMPs do not have a license or permission from Avaya to use CRAFT, INADS, INIT or DADMIN logins.

For additional information about MSPs or DADMIN logins, please refer to Avaya's Intellectual Property Policy for Customers and Partners.

(5) Support Limitations for Essential Support

- For Supported Products that are not configured in accordance with Avaya's documentation, including published guidelines for technical compatibility and connectivity to non-Avaya products, Avaya has the right to restrict its diagnostic and/or corrective procedures to those problems that originate entirely within such Supported Products and do not arise out of or in connection with non-documented configurations and/or the Supported Products' interoperation with any other non-Avaya products.
- Support is limited to unaltered versions of the Supported Products and to problems that are reproducible in that version of the Supported Product when operating in a standard operating environment ("Standard Operating Environment").
- In the event that no trouble is found after putting the altered Supported Product into a Standard Operating Environment, the ordering activity may be charged time and material charges using Avaya's then-current Maintenance Per Incident rates for Avaya's efforts to troubleshoot the problem.
- Corrections to certain problems may only be available through a more current release of software or through a documentation update.
- Trouble isolation and fault management associated with the installation of Updates will be limited to correcting faults for a Standard Operating Environment.
- Support does not cover customized system features or reports created by the Customer or third parties. Any bug fixing or system re-configuration(s) that Avaya must perform to clear a trouble resulting from the Customer's configuration changes are not included in the scope of this Service Description. If Avaya determines that a problem is due to the Customer's or a third party's application, then resolution and diagnostic fees may be charged at Avaya's then current Maintenance Per Incident rates.
- Avaya will not be held responsible for any loss due to the use of its products in a nonstandard operating environment.

b. PREFERRED SUPPORT COVERAGE

If the Ordering Activity purchases Preferred Support, coverage includes all of the services included in Essential Support in addition to the Preferred Support services described in this section.

For all new major software releases that become Generally Available beginning with Aura R8, Preferred Support includes the Upgrade Advantage entitlements (see Section c below upgrade advantage coverage). For all major software releases that were Generally Available prior to Aura R8, Upgrade Advantage is a separately orderable offer.

Preferred Support coverage provides proactive remote support for all eligible Supported Products that offer this capability.

- (1) **Proactive Remote Software and Hardware Support**
For all Supported Products under Preferred Support, Avaya will use commercially reasonable efforts to commence support on an ordering Activity request for remote support submitted to an Avaya Service Center via telephone or website according to the following table.

	Severity 1*	Severity 2*	Severity 3 & 4*
Requests submitted via website	Within fifteen (15) minutes	Within fifteen (15) minutes	Within Standard Business Hours
Requests submitted via telephone	Within one (1) hour	Within two (2) hours	Within Standard Business Hours

**See definition for Severity levels in Essential Support Coverage*

- Avaya will provide 24x7 around-the-clock monitoring by Avaya EXPERT SystemsSM Diagnostic Tools where applicable, to detect system-generated alarms.
 - EXPERT SystemsSM will diagnose and attempt to resolve system-generated alarms.
 - Unresolved alarms will automatically be routed to an Avaya Engineer for troubleshooting and diagnostics.
 - In the event of unresolved major alarms (assigned as a Severity 2 Service Request) detected and referred by EXPERT Systems, Avaya will use commercially reasonable efforts to commence support within two (2) hours.
 - Unresolved minor alarms (assigned as a Severity 3 Service Request) detected and referred by EXPERT Systems will be worked during Standard Business Hours.
 - The Customer may register to receive Avaya case status alerts for resolved and unresolved alarms.
 - The Customer may use the Manage Alarms tool to block the creation of product alarm cases for a Sold To location and (optionally) for a specific product that supports this feature
- (2) **Exclusions from Essential and Preferred Support**
The following exclusions apply to Essential and Preferred Support coverage:
- Onsite support. If the ordering activity's requirements necessitate an on-site technician, Avaya will dispatch a field technician to the ordering activity's site (where geographically available) subject to the ordering activity's express approval of time and material charges using Avaya's then current Maintenance Per Incident rates, where available and appropriate.
 - Parts or advanced parts replacement.
 - Any customized system features, configuration changes or reports.
 - The capture of off-board alarms for trunk interfaces (Essential Support only).
 - Interfacing directly with the ordering activity's network carrier or service provider (Preferred Support only).
 - Support for the Secure Access Policy Server software beyond general usability questions.
 - Implementation, installation, and customization services that may be required and that may be provided by Avaya at an additional cost.

- The provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to the Supported Products.
- Customization of, or labor to install, a software application on the hardware.
- Media or hardware replacement for damages or malfunctions caused by: (1) actions of non-Avaya personnel or the attachment of products not supported by Avaya; (2) failure to follow manufacturer's installation, operation, or maintenance instructions; (3) failure of products not serviced under this Service Description; (4) abuse, misuse, or negligent acts of non-Avaya personnel; (5) repair to products if the ordering activity or the ordering activity-authorized party modified the product in any manner, shall not be covered.
- Services and all troubleshooting support not directly attributable to a fault in Supported Products (including faults in the ordering activity's own network or the public network).
- Services that cannot be provided due to the ordering activity's failure to fulfill the ordering activity responsibilities detailed in the Service Description.

Note: The Avaya Service Description document that describes the deliverables and requirements for the Essential and Preferred Support options and Upgrade Advantage in more detail is available upon request. The Service Description document current at time of order placement applies. In the event of a conflict between the Service Description and Schedule terms and conditions, the Schedule terms and conditions apply.

c. UPGRADE ADVANTAGE COVERAGE

Upgrade Advantage is available when Support Advantage Essential or Preferred Support coverage is in effect.

(Upgrade Advantage is priced and billed separately from Support Advantage with these exceptions:

- (1) All new major software releases that become Generally Available beginning with Aura R8, wherein Upgrade Advantage is included in the Support Advantage offer;
 - (2) Communications as a Service (CaaS) solutions, such as UCaaS (Unified Communications as a Service) and CCaaS (Contact Center as a Service), wherein Support Advantage, Upgrade Advantage, and the license are included in a single price;
 - (3) Products licensed as a Subscription, wherein Support Advantage, Upgrade Advantage, and the license are included in a single price.)
- When the Ordering Activity purchases Upgrade Advantage, it enables them to upgrade their Avaya provided software user/session licenses to the latest Major Release, if and when available. Upgrade Advantage covers the application software user/session licenses but does not cover any infrastructure or operating environment software that may be necessary.
 - Upgrade Advantage is only available on Avaya's then most current Major Release and is not available on prior Major Releases. Ordering Activity recasting from a Software Support + Upgrade to a Support Advantage agreement that did not upgrade during the agreement term are eligible for Upgrade Advantage. Ordering Activity may also retain their Upgrade Advantage coverage, at then current terms and conditions, when renewing a current Support Advantage + Upgrade Advantage agreement.
 - Under the Upgrade Advantage option, the ordering activity may register at <http://support.avaya.com> to receive notices when new Major Releases of Avaya-provided software become commercially available.
 - During the term of the Upgrade Advantage subscription, the ordering activity:
 - Must maintain active Essential or Preferred Support coverage,

- Will have access to the features and functions of each new Major Release at no additional charge beyond the Upgrade Advantage support contract fee,
 - Will receive instructions on how to download each new Major Release, where applicable.
 - All associated Upgrades of Major Releases must be scheduled and implemented during the coverage term of the Upgrade Advantage support contract.
 - Avaya will not require the ordering activity to upgrade their software unless Avaya has advised the ordering activity that corrections to certain problems may only be available through a more current release of software.
 - Billing for the Upgrade Advantage option will occur even if the ordering activity fails to exercise Upgrade rights before the end of the Upgrade Advantage coverage term.
- (1) Products Requiring Upgrade Advantage Attach
- Upgrade Advantage is required to be purchased on the following products regardless of Major Release date:
 - Applications supporting the Fabric Networking solutions. Upgrade Advantage is not required, nor applicable, to any hardware within the Fabric Networking solution, as the operating system is an inherent part of the solution.
 - Customer Service Editions (CSE).
 - Workforce Optimization (WFO).
 - Upgrade Advantage is included in:
 - Communications as a Service (CaaS) solutions, such as UCaaS (Unified Communications as a Service), CCaaS (Contact Center as a Service), xCaas (Unified Communications, Contact Center and Video as a Service) and the new Avaya Enterprise Cloud; xCaas offerings ;
 - SA Preferred for all major releases that become Generally Available beginning with Aura R8.

Upgrade Advantage must be renewed when Support Advantage support is renewed, and it may not be renewed at any other time.

When a Support Advantage support is terminated or expires and is not renewed, Upgrade Advantage is terminated or expires at the same time. It is not possible to terminate Upgrade Advantage on active Support Advantage support.

(2) Exclusions from Upgrade Advantage

The Upgrade Advantage option only applies when upgrading a covered software product from one Major Release to a subsequent Major Release. It does not include:

- Design support, installation, professional services or other service charges.
- Any provisioning of the software.
- Any and all equipment costs.
- Upgrading of components located in an ordering Activity “crash kit” or maintenance spared equipment.
- Hardware changes required to comply with minimum vintage requirements.
- Project Management costs.

- Upgrades to any and all adjunct software applications.
- New feature functionality or capacity requirements associated with additional software licensing.
- Migration of software application to a new or different hardware or software/operating system platform.

d. PARTS COVERAGE

Ordering activities must purchase Essential Support or Preferred Support before purchasing the Parts option. Where geographically available the ordering activity may elect from the following levels of Parts coverage:

- Parts, Next Business Day
- Parts, 8x5x4
- Parts, 24x7x4

Avaya will use commercially reasonable efforts to arrange shipment of an advance replacement part according to the following chart.

Parts Coverage	Next Business Day	8x5x4*	24x7x4*
Critical Component	If the request is received before 5:00 p.m. local site time during Standard Business Hours, the replacement part is shipped to arrive the following business day.	If the request is received before 1:00 p.m. local site time during Standard Business Hours, the replacement part is shipped to arrive within four (4) Standard Business Hours.	If the request is received any time of day, the replacement part is shipped to arrive within four (4) hours.
	If the request is received after 5:00 p.m. local site time during Standard Business Hours, the replacement part is shipped to arrive in two (2) business days.	If the request is received after 1:00 p.m. local site time during Standard Business Hours but before 5:00 p.m., the replacement part is shipped to arrive no earlier than the following business day.	If the request is received before 5:00 p.m. local site time during Standard Business Hours but delivery within four (4) hours is not requested, the replacement part is shipped to arrive no earlier than the following business day.
Non-Critical Component	If the request is received before 5:00 p.m. local site time during Standard Business Hours, the replacement part is shipped to arrive the following business day.		
	If the request is received after 5:00 p.m. local site time during Standard Business Hours, the replacement part is shipped to arrive in two (2) business days or later if a different delivery date is requested.		

* Critical Components are shipped to arrive within four (4) hours when submitted as a Severity 1 or Severity 2 Service Request.

(1) Exclusions from Parts Coverage

The following exclusions apply to Parts coverage:

- Advance replacement of terminals unless the ordering activity has purchased the Terminal Replacement coverage option that is priced and billed separately.
- Media or Hardware replacement for damages or malfunctions caused by: (1) actions of non-Avaya personnel or the attachment of products not supported by Avaya; (2) failure to follow manufacturer's installation, operation, or maintenance instructions; (3) failure of products not serviced under this Service Description; (4) abuse, misuse, or negligent acts of non-Avaya personnel; (5) repair to products if the ordering activity or the ordering activity's authorized party modified the product in any manner, shall not be covered.
- Furnishing of accessories or the replacement of consumable parts, such as, 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, removable media or other accessories is not covered.

- Uninterruptible power supply and direct current batteries are not covered outside of the U.S.
- 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.
- Onsite support.
- The provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to Supported Products.
- Services that cannot be provided due to the ordering activity's failure to fulfill the ordering activity responsibilities detailed in the ordering activity responsibilities section of the Service Description.

(2) Support Limitations for Parts Coverage

- For eligibility under the **Parts, 8x5x4** and **Parts, 7x24x4** coverage options, the Supported Products must be installed and located within 100 driving miles from an Avaya parts stocking location (list located at http://support.avaya.com/support_advantage).
- Advanced replacement for parts, end users or sites that require an individual export license are contingent upon obtaining the applicable license and permits.
- International shipments require customs clearance procedures that may delay scheduled delivery of the advance replacement part.
- Shipment of the advance replacement part will be scheduled using generally available, standard shipping services and does not include premium shipping or transportation services to guarantee arrival date or time for a single shipment.
- Replacement of Avaya-licensed software:
 - Defective software media will be replaced at no charge. Avaya will replace only the number of copies originally provided to the ordering activity.
 - The ordering activity will maintain control of the original software media including creation of backup copies.
 - Avaya will provide instructions available at <http://support.avaya.com> where the ordering activity's designated representative can download software and make backup copies of the originally licensed software if it is a currently supported release and if replacement at no charge is allowed by the software license.
 - If the lost release is not currently supported and the ordering activity has not purchased the Upgrade Advantage option, the ordering activity must pay for an upgrade to the currently supported release.
 - Replacement of media may be subject to additional charges.

e. TERMINAL REPLACEMENT

Terminal Replacement is available when Parts or Onsite Support coverage is in effect. This option is priced and billed separately. Terminal replacement provides an option for the ordering activity to purchase an add-on service for the advance replacement of Avaya terminals.

This service provides advance replacement of any covered terminal ordering activity or Avaya determines to be inoperative. Advance replacement of the Avaya terminals will be provided per the terms and procedures described in the Parts Coverage section of the Service Description.

f. ONSITE SUPPORT COVERAGE

Onsite Support coverage provides onsite technical support. Ordering activities must purchase Essential Support or Preferred Support before purchasing Onsite Support. Where geographically available the ordering activity may elect from the following levels of coverage:

- **Onsite Support 8x5** – Onsite technician support is provided during Standard Business Hours.
- **Onsite Support 24x7** – Onsite technician support is provided twenty-four (24) hours per day, seven (7) days per week for Severity 1 and Severity 2 failures and during Standard Business Hours for all other onsite support.

(1) Onsite Support coverage includes the following services:

- If Avaya determines a fault cannot be resolved remotely and onsite intervention is required, Avaya will dispatch Avaya’s field technical resources or designated resource to return the Supported Product to operational condition, including replacement parts as necessary.
- Installation of technician-installable Updates (a Product Correction Notice (PCN), minor software or firmware update or service pack), according to the following chart.

	Type of Coverage	
	Onsite Support 8x5	Onsite Support 24x7
Class 1 and 2 Updates	During Standard Business Hours*	24 hours per day, 7 days per week
Class 3 Updates	During Standard Business Hours*	During Standard Business Hours*

*Updates will be installed after Standard Business Hours upon ordering activity request and subject to the ordering activity’s express approval of time and materials charges using Avaya’s then current Maintenance Per Incident rates.

- Other Onsite Support that is mutually agreed and scheduled.

Once Avaya determines a fault cannot be resolved remotely and onsite intervention is required, Avaya will use commercially reasonable efforts to dispatch and coordinate the scheduled arrival time for the Avaya field technical resource or designated resource:

- Within four (4) hours for a Severity 1 or 2 request
- If the ordering activity has purchased 24x7 Onsite Support, the scheduled arrival time will be based on site access and availability of the ordering activity’s authorized representative.
- If the ordering activity has purchased 8x5 Onsite Support, Avaya will provide out of hours support for a Severity 1 or 2 request upon ordering activity request and subject to the ordering activity’s express approval of time and materials charges using Avaya’s then current Maintenance Per Incident rates.
- Within two (2) Standard Business Hours for a Severity 1 or 2 request if the site is located within a certain major metropolitan area and only for eligible Supported Products (i.e., Communication Manager).
- By close of the next business day during Standard Business Hours for a Severity 3 request.
- As mutually agreed during Standard Business Hours for any other onsite support.

- (2) Exclusions from Onsite Support Coverage
The following exclusions apply to Onsite Support:
- Remaining onsite outside of Coverage Hours or after resolution of a problem in the Supported Products.
 - Providing standby service, such as the ordering activity requesting field technicians to be present on the ordering activity's premises during electrical power shutdowns, disaster recovery tests, or special events.
 - Trouble isolation and fault management associated with the installation of Updates other than to correcting faults for a Standard Operating Environment.
 - Advance replacement of terminals unless the ordering activity has purchased the Terminal Replacement coverage option that is priced and billed separately.
 - Replacement of parts that are consumables, accessories or minor materials.
 - Customized system features or reports created by the ordering activity or third parties. If Avaya determines that a problem is due to the ordering activity's or a third party's custom application, then resolution and diagnostic fees may be charged at Avaya's then current Maintenance Per Incident rates.
 - The provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to Supported Products or terminal replacement.
 - Customization of, or labor to install, a software application on the Supported Product.
 - Services and all support not directly attributable to a fault in Supported Products (including faults in the ordering activity's own network or the public network).
 - Services that cannot be provided due to the ordering activity's failure to fulfill the ordering activity responsibilities detailed in the ordering activity Responsibilities section of this Service Description.
- Note: The Avaya Service Description document that describes the requirements and deliverables for the Onsite Support option in more detail is available upon request. The Service Description document current at time of order placement applies. In the event of a conflict between the Service Description and Schedule terms and conditions, the Schedule terms and conditions apply.**

g. ADVANCED SERVICES COVERAGE OPTIONS

The Advanced Services coverage options included in this section are for Avaya software and hardware products ("Supported Products"). The ordering activity may purchase the Advanced Services coverage options only if the Supported Products are receiving Avaya Support Advantage coverage as indicated below.

- (1) Advanced Services available with either Avaya Support Advantage Essential or Preferred Support:
- Client Service Manager
 - Product Correction Support
 - Software Release Maintenance
- (2) Advanced Services available with Avaya Support Advantage Preferred Support:
- Agency
 - Enhanced Monitoring
 - Remote Backup Administration
 - Single Point of Contact

Avaya reserves the right to add or delete eligible Supported Products as its sole discretion. Each coverage option is priced and billed separately. The Avaya Service Description document provides details of the Advanced Services coverage options and is available upon request.

h. ADVANCED SERVICES LOCAL ADVANTAGE SUPPORT COVERAGE

(1) Local Advantage Support Coverage

- Local Advantage is an Advanced Services option available as an add-on to a customer's Avaya support coverage. It is an incrementally paid for "Advanced Service" and is represented as a separate contract line item along with a customer's Utility or Support Advantage coverage. It is not available for customers under SSI coverage. After the purchase of Local Advantage coverage, support will be provided on the customer's Avaya switch, terminals, and applications including call management, voice response, and messaging systems, which are covered under an Avaya Service Agreement.
- Local Advantage coverage is provided to customers by responding to their Avaya product maintenance related support with personalized service front ended by a designated team of U.S. Citizens, resources who have routine and current background investigations updated every three years and Government issued security clearances when required.
 - 9 Panel Drug Screen, Criminal Conviction Felony and Misdemeanor Search, Global Sanctions and Enforcement Check, I-9 Employment Eligibility and E-Verify
 - If a U.S. Government issued Security Clearance is required in the customers support model, the fees associated with obtaining the clearance is not included in the Local Advantage offer and is the customer's responsibility and will be billed accordingly.

Note: The Avaya standard service description document that describes the deliverables for Local Advantage Support Coverage in more detail is available upon request. The service description document current at time of order placement applies. In the event of a conflict between the service description document and the Schedule terms and conditions, the Schedule terms and conditions apply.

Note: On occasion, the US Remote Technical Engineers may need to collaborate with additional support Engineers that may not be US Citizens. In cases of this nature, the U.S. Remote Technical Engineers will be the primary connection point into the network and will collaborate as necessary.

- Local Advantage includes the following service elements:
 - U.S. Based Remote Technical Engineers and Onsite Field Technician Resources
 - Service Incident Management
 - Service Incident Coordination
 - Field Technician Dispatch Coordination
 - Access to Tier II, III & IV Remote Technical Support

(2) Local Advantage Service Element Descriptions

- **U.S. Based Remote Technical Engineers and Onsite Field Technical Resources**

Customers who purchase Local Advantage will receive Maintenance Day 2 support from Avaya Remote Technical Engineers and Field Technician resources who are U.S. Citizens and additionally complete the Background Screening Program. This pertains to the Avaya

associates who would perform Maintenance Day 2 support and **not include** Avaya associates in roles such as Sales Account Manager, Sales Engineers, Orders Entry and Facilitation Associates, Avaya Client Services Operational Staff, or Avaya Client Services Supervisors.

For covered International locations, Remote Technical Engineer support for International locations is included. Local Advantage **does not include** support for a customer's international locations under onsite coverage to be delivered by U.S. Citizen Field Technician support but by standard in country Field Technician resources.

- **Service Incident Management**

Through the Avaya Support Website (ASW) customers receive the support they need for both major and minor service request support facilitated by the Local Advantage designated team. Avaya provides the highest levels of system and voice network expertise with a designated team of Tier II and Tier III Remote Technical Engineers to handle remote maintenance for Local Advantage customers.

Local Advantage customers receive case management on minor and major trouble reports as follows:

- **Business Impact (Severity 3) and Non-Service Impact (Severity 4) Minor Service Incidents** - Local Advantage does not include proactive case management or customer notification regarding Business Impact or Non-Service Impact Service Incidents. Business Impact and Non-Service Impact Services Incidents are defined in the customer's service agreement and the appendix within this document. To open new cases or to receive status of existing cases for minor troubles, customers should go to the Avaya customer support web site which is available 7x24 at <http://support.avaya.com/>. With support for minor service incidents, the Avaya support team will follow instructions in special handling notes, which have been mutually approved by Avaya and the Local Advantage customer for support of minor troubles.
 - Upon any customer contact for minor troubles the customer will be assisted in finding status on troubles through the Avaya Support Website. Through the Avaya Support Website a customer can sign up to receive proactive case status alerts and updates that will keep them posted as their incident is resolved.
 - Dispatch Information
 - Escalation Information
 - Closure information
 - On all minor DS1 Alarms which are not cleared by EXPERT SystemsSM, or the switch, for customers under Support Advantage Preferred the customer contact will be notified and informed of the following if they sign up to receive case status alerts:
- **Outage (Formerly Severity 1) and Severe Business Impact (Formerly Severity 2) Major Service Incidents** - Customers will be notified proactively via email to the primary contact in Siebel by the Local Advantage Remote Technical Engineers team of all Outage and Severe Business Impact Service Incidents defined as major troubles, which are not cleared by EXPERT SystemsSM. Outage and Severe Business Impact Major Services Incidents are defined in the customer's service agreement and the appendix within this document. The

Technician or Engineer will determine with the customer the most effective way to handle each Major Service Incident. Through the designated Local Advantage team or case status alerts for ASW:

- The customer contact will be notified upon receipt of not cleared major trouble.
- 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 be marked by field support.**

If a customer has a need to open a new service request for a major service incident not identified by the Local Advantage team, or they would like to see status of a current service request for a major service incident, customers can go to the Avaya Support Website which is available 7x24 at <http://support.avaya.com/>.

If a customer would like to contact the Local Advantage Remote Technical Engineer team directly for support of a major service incident, they can also call directly Avaya's toll free number and they will be routed accordingly to the designated Local Advantage team. However, customers are encouraged to use the Avaya Support Website and sign up for proactive Case Status Alerts that will keep the customer posted as the trouble ticket moves through the necessary steps to resolution.

The Customer has access to web-based services available at <http://support.avaya.com/>. Detailed instructions for access and use of each web service are posted on the support website. Avaya may require that only Avaya authorized Customer contacts are eligible to access the support website and may also limit the number of authorized contacts. Web services include:

Avaya E-Notifications – Register and receive proactive notifications via email anytime new and modified product documentation and downloads are posted on the support website. These announcements include Product Correction Notices, Security Advisories, End of Sale Notices, Services Support Notices and User Guides.

Case Status Alerts – Register for proactive email or text message alerts on the status of an Avaya service request.

- **Service Incident Coordination**

Local Advantage customers benefit from coordination of service incidents across Avaya organizations and platforms. The designated Avaya Remote Technical Engineer resources supporting Local Advantage customers partner with other Avaya groups such as Tier IV, Network Integration Center (NIC), Regional Services Engineers (RSE), Avaya Professional Services, Data Services and the Field Services Organization on the customer's behalf to provide unified service.

If the support required resolving a customer's minor or major service incident outside of the immediate team of Local Advantage delivery resources, then the Local Advantage delivery resources will own the case coordination and manage the point of connectivity by the additional Avaya resources.

- **Field Technician Dispatch Coordination**

When an onsite Avaya Field Technician visit is required, EXPERT Systems Intelligent Dispatch recommends the parts and repair strategy needed to clear the trouble on the first visit. The designated team of Avaya Remote Technical Engineer resources supporting Local Advantage customers will refer and case manage required dispatches into the Field Services Organization. This strategy helps customers maximize system uptime. If onsite coverage is not in place, time and material charges will apply

For onsite dispatches within the continental United States, Avaya Field Technician personnel will meet the requirements set forth in the Local Advantage offer. For onsite Field Technician dispatches in support of International locations, local internationally based Field Technician resources will be used who may not be U.S. citizens.

- **Access to Avaya Tier II, III and IV Remote Technical Support**

Local Advantage customers have a designated pool of Avaya Remote Technical Engineer resources that provide case management at the Tier II and III level. When additional help is needed, escalation through Tier IV expertise is immediate. This designated team shares knowledge and expedites trouble coordination and resolution. Tier III engineers will coordinate and case manage Avaya Tier IV and Labs Maintenance Requests.

(3) Exclusions from Local Advantage Support

Local Advantage support does not include the following:

- Maintenance trouble shooting or maintenance referrals for customer's LAN/WAN networks
- Local Advantage team will not be in receipt of Customer's SNMP Alarms.
- Onsite support by U.S. citizens for international locations under onsite coverage

(4) General Local Advantage Information

- **Site Requirements**

Avaya support coverage is mandatory. The supported sites and products must be covered at a minimum by a current Avaya Maintenance Agreement that includes monitoring like Support Advantage Preferred. For customers that may not allow remote connectivity, special provisions can be considered through the special bids access.

- **Delivery Time Table**

On acceptance of the executed and signed Customer Service Agreement Avaya will initiate the steps required to onboard the customer. Typically it takes approximately six weeks to complete customer onboarding for support under the Local Advantage offer to begin.

- **True Up**

Avaya may perform true ups to determine if additional Software Licenses have been added to Supported Products and bill for the additional Local Advantage coverage.

i. GENERAL

(1) Billing and Contract Start Date

Support will commence and be chargeable as follows:

- If Avaya sells and installs the Supported Products, support will commence on the date Avaya notifies the ordering activity that the Supported Products are installed according to specifications.
- If Avaya sells the Supported Products directly, but does not install the Supported Products, support will commence on the earlier of the date when software (i) features are enabled, (ii) is downloaded to the target processor or (iii) physically delivered to the ordering activity premises.

(2) True Up

Avaya may perform true ups to determine if additional Software Licenses have been added to Supported Products. Avaya will notify the Ordering Activity of increased licenses and request modification to order to allow for invoicing of the additional licenses going forward.

For CaaS solutions, Avaya will utilize the CaaS solution capabilities (ex. Avaya Contact Center Control Manager (ACCCM)) to perform monthly peak usage true ups (one month in arrears) to identify Software Licenses in use. This information will be used for monthly Avaya invoicing. Minimal invoicing thresholds apply per the CaaS offers. Reductions in support fees are not permitted except at renewal

(3) Re-initiation of Lapsed Coverage

A re-initiation fee will apply to reinstate support when coverage has lapsed. The new support coverage is based on the total number of licenses, servers or gateways (as applicable based on the relevant billing metric) to be covered. The re-initiation fee is a one-time fee based on the Avaya Re-initiation policy. The applicable re-initiation fee is the fee in effect at the time the new coverage is established and will be invoiced and payable with the first billing of the new coverage.

Note: (i) The re-initiation fee is subject to change at any time.

(ii) Re-initiation fees are not discountable.

(iii) Time and Materials (T&M) support is not available if a support contract has lapsed.

(iv) Support and upgrade entitlements are not available the day after the expiration date of the support contract.

(4) Certification

Supported Products that are newly purchased, used or have not been continuously covered by Avaya support are all eligible for coverage; however, certification of the Supported Products may be required. Certification ensures that Supported Products are properly installed and in good working order.

Certification of Supported Products may be required when:

(i) Supported Products classified by Avaya as "not ordering activity-installable" were installed by a party other than Avaya, an authorized Partner or a manufacturer or manufacturer-authorized service provider (for non-Avaya products).

(ii) Avaya support coverage on Supported Products has lapsed for more than ninety (90) days or was never initiated.

Certification is not included in this Service Description and will be charged at Avaya's then current Maintenance Per Incident rates if Supported Products are not added under Support Advantage coverage within 45 days of certification completion. Avaya does not guarantee

Supported Products subject to certification will be certified. If Supported Products are found to be ineligible for certification, the ordering activity is responsible for corrections required to make Supported Products eligible. A list of Support Advantage Supported Products is located at http://support.avaya.com/support_advantage.

(5) Coverage Required for Software on a Single Application or Application Bundle

All licenses for a single application on a single server must have the same level of coverage (i.e., Essential Support or Preferred Support). If the ordering activity is found to have varying levels of coverage on the licenses for a single application or for a single server, licenses covered at a lower level of coverage will be brought up to the higher level of coverage and a new order shall be issued for the incremental charge, calculated to be coterminous with existing coverage.

Where licenses for the same application are consumed in a hybrid model (for example: Perpetual and Subscription), ALL licenses must have active coverage and where available, the same level and method of coverage.

Subscription licenses are only available on the most current release and must include Upgrade Advantage. To be able to have both subscription and perpetual licenses in the same application, the perpetual licenses will (i) need to be upgraded to the most current release; (ii) include Upgrade Advantage; and (iii) have the same contract selling model as the Subscription licenses.

(6) Coverage Required for Hardware Components Within the Same System

All Avaya servers and gateways that are part of the same system at the same site must have the same level of coverage (i.e., Parts or Onsite Support). If the ordering activity is found to have varying levels of coverage on servers and gateways that are part of the same system at the same site, the servers or gateways covered at a lower level of coverage will be brought up to the higher level of coverage and a new order shall be issued for the incremental charge, calculated to be coterminous with existing coverage.

(7) Coverage Required for Avaya Integrated Solutions

All Avaya solutions that are integrated with other Avaya solutions (e.g., Communication Manager integrated with Avaya Call Center) can be covered by different levels of Support Advantage coverage but must have the same delivery option (either all Avaya Delivery or all Co-Delivery). All integrated solutions must be covered by at least Essential Support. If the ordering activity is found to have fragmented coverage whereby one application is not covered by at least Essential support, the ordering activity will be notified of the coverage requirements. In the event that coverage is not initiated on the uncovered solution(s) within ninety (90) days of such notification, support on the covered solution will be cancelled and the ordering activity credited for any remaining term. A list of integrated solutions is located at http://support.avaya.com/support_advantage.

(8) Coverage Required for Avaya Independent Products or Applications at Same Site (Essential or Preferred Support)

All Avaya Supported Products at a single location that are not integrated with each other can be covered by different levels of Support Advantage coverage.

(9) Coverage for Avaya Independent Products or Applications at Same Site (Parts or Onsite Support)

All Communication Manager, Modular Messaging and Call Management System Supported Products at a single location can be covered by different levels of Support Advantage hardware coverage. All other Supported Products must be covered by the same level of Support Advantage hardware coverage.

Note: The Avaya Service Description document(s) that describes the requirements and deliverables for the Support Advantage option(s) in more detail is available upon request. The Service Description document current at time of order placement applies. In the event of a conflict between the Service Description and Schedule terms and conditions, the Schedule terms and conditions apply.

14. Avaya Packaged Services General Assumptions

a. Service Description Documents

The Services Description Document (SDD) describes the Packaged Services to be provided by Avaya as well as associated Customer responsibilities for the Packaged Services offerings. The SDD is an attachment to the quote. The SDD serves as the Statement of Work (“SOW”) for the defined Packaged Services covered in each individual SDD and governed by the general assumptions in this section. In the event of a conflict between the SDD, general assumptions and the GSA Schedule, the terms and conditions of the GSA Schedule will control. Unless otherwise defined in the SDD, capitalized terms used in the SDD will have the meanings specified in the GSA Schedule.

b. Assumptions

(1) General

- The completion of Services is based on the parties carrying out their responsibilities in a timely manner as defined in the SDD.
- All documentation and custom-developed materials provided by Avaya will be in Avaya format.
- Unless otherwise stated, Services will be delivered remotely.
- If applicable travel and living expenses will be invoiced in accordance with the Federal Travel Regulations.
- In the case of equipment being replaced by Avaya, Customer is responsible for removal from its premises and disposal of the replaced equipment.
- For interoperability issues that arise during the implementation, Avaya will work with Customer and other vendors to identify the cause of the issues. Once it is established that the issue is not related to Avaya work or components, Customer will be responsible to work with its vendors to identify the cause and work toward resolution.

(2) Technical

- For remotely delivered Services, access through a high-speed Internet connection via Avaya Secure Access Link (SAL) will be required.
- Servers targeted for integration must be attached to a network with no impediments to intercommunication between the devices.
- For Voice over Internet Protocol (VoIP) solutions, Customer network will be ready to support VoIP traffic.
- Avaya will notify Customer in advance of each planned cutover; systems may be unavailable during this time.
- Customer-provided hardware, software, and network must meet minimum Avaya requirements as outlined in the product support documentation available at <http://support.avaya.com>. Customer may request assistance from its Avaya account team to download this documentation, if necessary.

- (3) Environmental
 - For physical installations, Customer equipment room shall meet the minimum Avaya environmental requirements as outlined in the product support documentation available at <http://support.avaya.com>.
- (4) Work Hours
 - Standard Work Hours: This project has been quoted to include all non-service affecting work performed during standard service hours 08:00 to 17:00 (local time) Monday through Friday, excluding Avaya designated holidays. Unless otherwise stated in the correspondent SDD for the services ordered.
- c. General Customer Responsibilities**
 - Designate a single Customer point of contact for Avaya who will have a thorough understanding of Customer's business requirements and technical environment, and will be able to represent Customer on all business and technical decisions.
 - Provide access to the Customer network, facilities and personnel as required for the delivery of the Services of described in the SDD documents.
 - Provide resolution of network issues, such as bandwidth, static, call quality, packet loss, jitter, delay, or other impediments.
- d. Acceptance Criteria**
 - At the completion of the services described in the SDD, Avaya will provide Project Completion Notice (PCN) for both Product and Services. Customer will have a thirty (30) calendar day Acceptance Period to sign the PCN or reject it in writing. Absent a signed PCN or a written rejection notice, the project will be deemed accepted on the 31st day following the date that Avaya issues the PCN.

15. Invoices and Payment

a. Maintenance Service

- (1) Invoices for maintenance service shall be submitted by Avaya on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.
- (2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts

Invoices for repair service and parts shall be submitted by Avaya as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with Paragraph #12, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 54151S)

1. Scope

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Services within the scope of this Multiple Award Schedule.
- b. Avaya shall provide services at Avaya's and/or at the ordering activity location, as agreed to by Avaya and the ordering activity.

2. Performance Incentives

- a. Performance incentives may be agreed upon between Avaya and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by Avaya to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate Avaya. Incentives shall be based on objectively measurable tasks.

3. Order

- a. Ordering activities may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Orders issued on or before the expiration of the contract shall be fulfilled through the completion date of such order. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. Performance of Services

- a. Avaya shall commence performance of services on the date agreed to by Avaya and the ordering activity.
- b. Avaya agrees to render services only during normal working hours, unless otherwise agreed to by Avaya and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Avaya travel required in the performance of IT Services must comply with the Federal Travel Regulation or joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Avaya travel. Avaya cannot use GSA city pair contracts.

5. Stop-Work Order (FAR 52.242-15) (AUG 1989)

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. Inspection of Services

The inspection of Services-Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986)(Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. Responsibilities of the Contractor

Avaya shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. Responsibilities of the Ordering Activity

Subject to security regulations, the ordering activity shall permit Avaya access to all facilities and provide general site preparation necessary to perform the requisite IT Services.

9. Independent Contractor

All IT Services performed by Avaya under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity, unless specifically provided in writing by the ordering activity.

10. Organizational Conflicts of Interest

a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. Invoices

Avaya, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. Payments

For firm-fixed price orders the ordering activity shall pay Avaya, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II - Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II - Feb 2002) (Deviation – May 2003) applies to labor-hour orders placed under this contract.

13. Resumes

Resumes shall be provided to the GSA Contracting Officer or the ordering activity upon request.

14. Incidental Support Charges

Incidental support charges are available outside the scope of this contract. The charges will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. Approval of Subcontracts

The ordering activity may require that Avaya receive, from the ordering activity, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. Description of IT Services and Pricing

- a. A description of each type of IT Professional Service is specified in the price list.
- b. IT Implementation Services apply when an installation requires more than the standard “plug and play”, one-time installation charge. A Statement of Work (SOW) is required for these more complex technical services to insure there is a mutual understanding of the work being performed to complete the Government installation. A description of each type of IT Implementation Service is specified in the price list.
- c. The following Job Titles and descriptions apply to Implementation and/or Professional Services SOWs. Contact your local Avaya representative for a SOW price quotation.

Job Title	Minimum/General Experience	Functional Responsibilities	Minimum Education	Material Code	Hourly Rate
<u>Advanced Solutions Architect</u>	Extensive technical experience across a broad range of contact center (CC) and Unified Communications (UC) technologies, both in the cloud or premise-based solution	Technical oversight / leadership for development, implementation, troubleshooting and migration of Avaya solutions. Team leader role on a project with the ability to guide customer and cross-functional internal/partner teams for Cloud Architecture, Design and Project planning. Ability to work independently and in the team environments as well as with discipline in a remote/home working environment. Strong Avaya Private and/or Federal Cloud designs Strong Avaya CC experience at solution level spanning multiple Avaya products. Strong Avaya Analytics and POM expertise required from a design, implementation/configuration perspective. Integration of Avaya systems with other third-party non-Avaya adjuncts – CRM, Call Recording, Workforce Optimization, AI solutions and others. Strong SIP session management and SIP protocol experience Security Architecture and Design – signaling and media encryption Proficient in Microsoft Visio and Microsoft Office (Word, Excel, Power Point)	Bachelor’s degree or 5+ years’ experience in voice communications including in depth understanding of SIP Telephony, Cloud infrastructure, or Cloud deployments. Demonstrated experience in multiple of these disciplines: SIP multi model contact centers, interactive voice response, predictive dialing, data networking, voice messaging, conferencing, and video. Experience with Avaya and/or industry standard VOIP/SIP communication platforms, such as Genesys, Nice, Verint, Nortel, Siemens, Cisco, etc.	244970	\$296.22

Job Title	Minimum/General Experience	Functional Responsibilities	Minimum Education	Material Code	Hourly Rate
		Create architecture design artifacts for the solution – Power Point high level architecture and vision, technical Visio drawings, configuration details /test plans in Excel and detailed descriptions in Microsoft Word Willingness to travel based on project needs			
<u>Applications Solutions Consultant</u>	Technical competency in the system analysis, development, and implementation of enterprise level contact center (CC) and unified communication (UC) applications	Responsible for formulating and defining system scope and objectives. Develops detailed technical specifications for enterprise level contact center and unified communications applications including but not limited to the following: 1. CTI applications, 2. Self-service contact center applications and Speech applications, 3. Contact Center reporting products, 4. Outbound Dialing solutions, 5. Messaging 6. Conferencing Designs, codes, tests, debugs, and documents CC and UC applications.	Bachelor's degree or 5+ years' experience in voice communications including in depth understanding of IP Telephony. Demonstrated experience in multiple of these disciplines: SIP multi model contact centers, interactive voice response, predictive dialing, data networking, voice messaging, conferencing, and video. Experience with Avaya and/or industry standard VOIP/SIP communication platforms, such as Genesys, Nice, Verint, Nortel, Siemens, Cisco, etc.	244971	\$222.17
<u>Call Center Consultant</u>	Demonstrated proficiency with implementing new contact center operations, upgrades of existing contact centers, performance evaluations of existing contact center designs and provide training to call center management.	Responsible for the design, and development of basic, complex, and advance contact center environments. Provides resolutions to a diverse range of technical problems covering call flow (call center) optimization, call center reporting, vector designs, agent skills, etc. Provides Contact Center Training consisting of Basic to Advanced Contact Center implementation, end user reporting analysis and consultation, as well as Agent Application training.	Bachelor's degree, or 5 years equivalent experience. Avaya Aura Contact Center expertise, Completion of various contact center technology courses including but not limited to: 1. Contact Center Supervisor Administration 2. System Administration for Call Center and System Call Vectoring courses	244972	\$246.85
<u>Regional Services Engineer</u>	Extensive technical experience across a broad range of contact center (CC) and Unified Communications (UC) technologies.	Supports the Implementation and Maintenance of complex IT-based projects. Provides directions, design, validation, consultation, and resolutions to a diverse range of complex technical installations and maintenance including but not limited to: Telephony, Messaging, Conferencing, Networking, Contact Center Applications (IVR, reporting, call center routing, etc.)	Bachelor's degree desired or 5+ years of experience in voice communications including in depth understanding of IP Telephony. Recommended technical courses supporting the technology to be managed including implementation planning for Avaya Aura and related Messaging and Contact Center Adjuncts while incorporating Cloud capabilities such as digital channels, Artificial Intelligence (AI), Workflow Automation, and others as required.	205811	\$246.84

Job Title	Minimum/General Experience	Functional Responsibilities	Minimum Education	Material Code	Hourly Rate
<u>Communications Manager (CM) Software Specialist</u>	Demonstrate proficiency with administrative tools and applications required to implement Avaya based solutions that include System Configuration, Voice Messaging, SIP Networking, Adjunct Applications, Advanced Routing and Programming, SIP Telephony.	Responsible for remote integration support of Avaya Communication Manager product. Supports the highly complex end user installations, configurations, upgrades, and migrations through system configuration and set up, problem isolation, verification, resolution, and documentation. Conducts System Hand Off review post installation.	Bachelor's degree or 5 years equivalent experience with IP/SIP telephony systems. Experience in Consulting, System, Network, and Trunking implementation and configuration required. Completion of Avaya Learning Center training for Aura CM. Avaya certifications and other Industry certifications recognized.	244975	\$211.30
<u>Implementation Services Instructor</u>	Demonstrated proficiency and knowledge of software applications and features, and administrative tools required to manage Avaya products.	Responsible for providing customers product and application knowledge via instructor-led sessions, computer-based training, or Web instruction.	Bachelor's degree or 5 years equivalent experience. Experience with Avaya Aura features and functionality. Experience conducting end user knowledge transfers and training sessions. Other Industry certifications recognized.	185356	\$113.55
<u>Implementation Services Remote Upgrade Engineer</u>	Demonstrate proficiency with administrative tools and applications required to implement Avaya-based solutions that included: - System Configuration - Voice Messaging - Digital and IP trunking - Networking and Adjunct applications - Advanced Routing and Programming - IP Telephony	Responsible for remote integration support of Avaya Communications Manager products. Remotely support upgrades and migrations through system configuration, set up, and testing	Bachelor's degree or equivalent experience in voice communications desired. Qualified skills on Avaya products (Avaya Cloud Solutions, UC, CC, Messaging etc.).	226679	\$138.24
<u>Implementation Services Software Associate</u>	Demonstrate proficiency with administrative tools and applications required to implement Avaya based solutions that include: - Stations Translations - Voicemail boxes. - Button Templates. - Data Gathering.	Responsible for the configuration of station configuration and features. Supports the installation and programming of sets and set features. Conducts data gathering and station reviews as required.	Bachelor's degree or 5 years equivalent experience with IP/SIP telephony systems Station and Voicemail data collection and configuration. Completion of Avaya Learning Center training for Aura CM. Avaya certifications are a plus. Other Industry certifications recognized	185350	\$150.09
<u>Implementation Services Technician</u>	Demonstrate proficiency in the installation of hardware and software applications with administrative tools and applications required to implement Avaya based solutions that include: - Hardware Installation - System Configuration - Cross Connects and Patching - Digital and IP Trunking - Networking and Adjunct Applications - Paging systems - IP Telephony and VOIP Applications - Station Terminals	Responsible for the complete onsite physical hardware and/or software installation of a new or upgraded solution, as well as the placement, testing, and verification of system operation	Bachelor's degree desired or 5+ years equivalent experience in voice communications. Qualified skills on Avaya products (Avaya Cloud Solutions, UC, CC, Messaging etc.) and Industry recognized certifications as required (i.e., SIP, Cloud, A+, Net+, VM Ware etc.).	185347	\$202.42

Job Title	Minimum/General Experience	Functional Responsibilities	Minimum Education	Material Code	Hourly Rate
<u>Integrated Management Consultant</u>	Strong technical skills in IP telephony, network design and analysis including experience in troubleshooting problems..	Responsible for providing integration support of converged voice and data networks. Support includes the problem isolation, verification, resolution of complex end-user installations, configurations, and upgrades/migrations. The consultant supports the following enterprise level products including but not limited to: 1. Avaya Integrated Manager. 2. Avaya SSG, VPN, CCS, IP Telephony. 3. Third party products including Juniper, Extreme, etc.	Bachelor's degree or 5 years equivalent work experience with converged data networks.	244973	\$246.85
<u>Mid Market Contact Center Consultant</u>	Technical competency in a variety of contact center applications but not limited to multi-media call center, outbound dialing.	Responsible for the design, implementation, and support of mid-market contact center products. (Contact Center Express and Customer Interaction Express). This position will also provide customer training on how to use and troubleshoot the equipment.	Bachelor's degree, or 5 years equivalent experience with mid-market contact center solutions.	244974	\$187.61
<u>Program Manager</u>	Demonstrated proficiency with administrative tools including MS Project; Experience with consistently successful integration of multi-site Avaya and non-Avaya based solutions with other vendor products and applications.	Includes Project Management responsibilities and oversees global and complex integration projects including installations, system additions, or upgrades. Provides total project leadership and is directly accountable for the project team's performance. Responsible for the planning activities to define milestones, reserve resources, coordination with multiple vendors/services providers, coordinating project activities, resource scheduling, contractual compliance, and customer satisfaction.	Bachelor's degree or 3-5 years of project management experience. Completion of basic technical courses supporting the type of technology to be managed. Highly Desured: Project Management (PMP) Certification (Awarded by the Project Mgt Institute - PMI).	244968	\$232.04

Job Title	Minimum/General Experience	Functional Responsibilities	Minimum Education	Material Code	Hourly Rate
<u>Strategic Communications Consultant</u>	Experience across a broad range of technologies and best practices in voice, data, convergence, and customer relationship management	Provides business operations and/or analytical support required to define a technology solution and implementation strategies that meet a business need	Bachelor's degree, MBA is highly desired, or at least 7 years of experience with specific responsibilities in one of the following areas: 1. Senior level telecommunications or call center consulting experience with a major consulting firm or IT vendor 2. Experience in leading projects with Fortune 500 corporations in the areas of cost takeout, contact center optimization, carrier negotiation, telecom expense management, or business process optimization 3. Deployed and/or managed industry standard IP Telephony systems 4. Previously accountable for the productivity of the call center or business unit served by the contact center 5. Demonstrated thought leadership in business processes, contact centers, or communications	244969	\$296.22
<u>Technical Project Manager</u>	Demonstrated proficiency with project management tools including MS Project	Project Management responsibilities include the following: <ul style="list-style-type: none"> • Determines appropriate products or services with clients or customers to define project scope, time, cost, quality, requirements, and deliverables. • Develops, modifies, or provides input to project plans. • Implements project plans to meet objectives and expectations. • Coordinates and integrates project activities. • Manages, leads, or administers project resources. • Monitors project activities and resources to mitigate risk. • Makes improvements, solves problems, or takes corrective action when problems arise. • Gives presentations or briefings on all aspects of the project. • Participates in phase, milestone, and final project reviews. • Manages the integration of company products and/or systems including but not limited to: 	Preferred: Project Management Professional (PMP) Certification (Awarded by Project Management Institute – PMI). Recommended basic technical courses supporting the technology to be managed including implementation planning for Avaya Aura and related Messaging and Contact Center Adjuncts while incorporating Cloud capabilities like digital channels, Artificial Intelligence (AI), Workflow Automation, and more	244967	\$222.17



FEDERAL SOLUTIONS

IT Professional Services

54151S

Job Title	Minimum/General Experience	Functional Responsibilities	Minimum Education	Material Code	Hourly Rate
		<ol style="list-style-type: none"> 1. Contact Center Products 2. Unified Communication Products 3. Cloud Products 4. On-Premises Products 			
<u>Technical Systems Integrator</u>	Demonstrated proficiency in the successful implementation of Avaya based solutions	<p>Evaluates and analyzes network performance to propose design and configuration details to meet the performance requirements of a converged network. Responsible for the remote or onsite implementation and integration support of Avaya products including but not limited to the following:</p> <ol style="list-style-type: none"> 1. Avaya Aura Communication Manager 2. Aura System and Session Manager 3. Aura Session Border Controller Enterprise 4. CTI applications. 5. Self-service contact center applications and Speech applications 6. Contact Center reporting products 7. Applications Enablement Services (AES). 	Bachelor's degree or 5 years equivalent experience with multiple Avaya Aura solutions. Skills in consultation, data collection, implementation, configuration, and integration are required. Completion of Avaya Learning Center training for Aura solutions. Avaya certifications are a plus. Other Industry certifications recognized	244976	\$222.17

Travel and Lodging:

Travel and Lodging is charged in accordance with Federal Travel Regulations.

**Terms and Conditions Applicable to Software Licenses
(Special Item Number 511210) and Software Maintenance
Services (Special Item Number 54151)**

1. License Terms and Restrictions

- a. **License.** Avaya grants the ordering activity a non-sublicensable, nontransferable and nonexclusive license to use software and documentation provided under this contract and for which applicable fees have been paid at the indicated capacity and feature levels and within the scope of the applicable license types (described elsewhere in this contract) for ordering activity's internal business purposes and at the locations where the software was initially installed. Except for the limited license rights expressly granted in this contract, Avaya reserves all rights, title and interest in and to the software and documentation and any modifications to it. "Documentation" means Avaya information manuals containing operating instructions and performance specifications that Avaya generally makes available to users of its products and delivers to ordering activity with the Products. Documentation does not include marketing materials.
- b. **License Restrictions.** To the extent permissible under applicable law, ordering activity agrees not to (i) decompile, disassemble, or reverse engineer the software; (ii) alter, modify or create any derivative works based on the software or documentation; (iii) merge the software with any other software other than as expressly set forth in the documentation; (iv) use, copy, sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the software or documentation except as expressly authorized; (v) distribute, disclose or allow use of the software or documentation, in any format, through any timesharing service, service bureau, network or by any other means; or (vi) permit or encourage any third party to do so.
- c. **Backup Copies.** Ordering activity may create a reasonable number of archival and backup copies of the software and documentation provided all proprietary rights, notices, names and logos are duplicated on all copies.
- d. **License Compliance.** At Avaya's request and upon reasonable prior written notice, Avaya will have the right to inspect ordering activity's compliance with these software license terms. Such inspection activities will conform with the ordering activities' security policies.

2. Limited Software Warranty

- a. **Warranty.** Avaya warrants to ordering activity that during the warranty period, the software (or "product") will conform to and operate in accordance with the applicable Documentation in all material respects. To the extent that Avaya performs installation services with respect to its software, Avaya warrants that those installation services will be carried out in a professional and workmanlike manner by qualified personnel.
- b. **Warranty Period.** Unless a different period is specified in the applicable order, the warranty periods for products and installation services are as follows:
 - (1) Software: ninety (90) days, beginning on the In-Service Date for Avaya-installed software and on the Delivery Date for all other software;
 - (2) Installation Services: thirty (30) days from the performance of the applicable installation services.
- c. **Warranty Procedures.** For software warranty claims, the ordering activity must provide Avaya with information in sufficient detail to enable Avaya to reproduce and analyze the failure and must provide remote access to the affected products.

d. **Remedies.**

- (1) **Software.** If the software is not in conformance with the warranty above and Avaya receives from ordering activity during the applicable warranty period a written notice describing in reasonable detail how the software failed to be in conformance, Avaya at its option will: (i) repair or replace the product to achieve conformance and return the product to ordering activity; (ii) provide during the warranty period access to on-line software patches and access to self-help website; or (iii) refund to ordering activity the applicable fees upon return of the non-conforming product to Avaya. Replacement software is warranted as above for the remainder of the original applicable software warranty period.
- (2) **Software Services.** To the extent that Avaya has not performed installation services in conformance with the above warranty, and Avaya receives notice from ordering activity identifying the non-conformance within thirty (30) days of its occurrence, Avaya will re-perform the non-conforming installation services. If Avaya determines the re-performance is not commercially reasonable, Avaya will refund to ordering activity the fees for the non-conforming installation services.
- (3) **Sole Remedy.** THESE REMEDIES WILL BE ORDERING ACTIVITY'S SOLE AND EXCLUSIVE REMEDIES AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES ORDERING ACTIVITY MAY HAVE AGAINST AVAYA WITH RESPECT TO THE NONCONFORMANCE OF PRODUCTS.

3. Warranty Exclusions and Disclaimers

a. **Exclusions.** The warranties provided in Paragraph 2 do not extend to any damages, malfunctions, or non-conformities caused by:

- (1) Ordering activity's use of products in violation of the license granted by Avaya to the ordering activity or in a manner inconsistent with the documentation;
- (2) Use of non-Avaya furnished equipment, software, or facilities with products (except to the extent provided in the product documentation);
- (3) Ordering activity's failure to follow Avaya's installation, operation or maintenance instructions;
- (4) Ordering activity's failure to permit Avaya timely access, remote or otherwise, to products;
- (5) Failure to implement all new updates to software provided under the Schedule;
- (6) Products that have had their original manufacturer's serial numbers altered, defaced or deleted; and
- (7) Products that have been serviced or modified by a party other than Avaya or an authorized Avaya reseller.

b. **Toll Fraud.** Avaya does not warrant that products or services will prevent Toll Fraud. Prevention of Toll Fraud is the responsibility of ordering activity.

c. **Force Majeure.** Neither party will have liability for delays, failure in performance or damages due to: fire, explosion, power failures, pest damage, lightning or power surges, strikes or labor disputes, water, acts of God, war, civil disturbances, terrorism, acts of civil or military authorities, inability to secure raw materials, transportation facilities, fuel or energy shortages, performance or availability of communications services or network facilities, or other causes beyond the party's reasonable control. The foregoing will not apply to payments of fees for products delivered or installed, as applicable, or for services performed.

d. **Products from Third Parties.** Ordering activity's decision to acquire or use products from third parties is the ordering activity's sole responsibility, even if Avaya helps the ordering activity identify,

evaluate or select them. AVAYA IS NOT RESPONSIBLE FOR, AND WILL NOT BE LIABLE FOR, THE QUALITY OR PERFORMANCE OF SUCH PRODUCTS OR THEIR SUPPLIERS.

- e. **Disclaimers.** EXCEPT AS PROVIDED IN PARAGRAPHS 2 AND 3, NEITHER AVAYA NOR ITS SUPPLIERS OR LICENSORS MAKES ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PRODUCTS OR INSTALLATION SERVICES. AVAYA DOES NOT WARRANT THE UNINTERRUPTED OR ERROR FREE OPERATION OF PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVAYA DISCLAIMS ALL WARRANTIES IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- f. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, Avaya will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. Commercial Computer Software – Restricted Rights

This contract includes Commercial Computer Software. All software, including firmware which may be part of an identified item, was developed at private expense. All commercial software is offered under a non-exclusive license to the ordering activity, and only with restricted rights as defined in FAR 52.227-19. Title to all software shall remain with Avaya. All commercial computer software is subject to Avaya copyrights and license agreements.

Any data provided under this contract, was developed at private expense and is provided only with limited rights to the ordering activity. Title to Limited Rights Data shall remain with Avaya or its suppliers.

5. Acceptance

a. Avaya Installed Software

Equipment must operate in accordance with manufacturer's published specifications. The ordering activity should give the Contractor a written notice of acceptance or rejection within thirty (30) calendar days following the in-service date or in the case of software features, the date the features are enabled or the software is downloaded to the target processor. "In-Service Date" means the date on which Avaya notifies ordering activity that the Avaya-installed Products are installed in good working order in accordance with applicable documentation. The absence of an official written notice shall mean that acceptance has occurred.

b. Drop Shipped Software

Acceptance shall occur on the date of delivery of the product to the ordering activity's location.

6. License Types

- a. The terms and restrictions described in Paragraph 6.b., below, will apply to software licensed in addition to those described in Paragraph 1.
- b. **License Types.** Avaya grants ordering activity a license within the scope of one of the license types described below. The license type abbreviations below may be referenced in the order and/or Product documentation. Where the order or documentation does not expressly identify a license type, the applicable license will be a Designated System License. Where the order does not expressly indicate a specific number of licenses or units of capacity, the applicable number of licenses and units of capacity for which the license is granted will be one. For purposes of this list of license types: (i) "Designated Processor" means a single stand-alone computing device; and (ii) "Server" means a Designated Processor that hosts a software application to be accessed by multiple users.

- (1) **Designated System(s) License (DS).** Ordering activity may install and use each copy of the software on a number of Designated Processors up to the number indicated in the order. Avaya may require the Designated Processor(s) to be identified in the order by type, serial number, feature key, location or other specific designation, or to be provided by ordering activity to Avaya through electronic means established by Avaya specifically for this purpose.
- (2) **Concurrent User License (CU).** Ordering activity may install and use the software on multiple Designated Processors or one or more Servers, so long as only the licensed number of Units are accessing and using the software at any given time. A “Unit” means the unit on which Avaya, at its sole discretion, bases the pricing of its licenses and can be, without limitation, an agent, port or user, an e-mail or voice mail account in the name of a person or corporate function (e.g., webmaster or helpdesk), or a directory entry in the administrative database utilized by the Product that permits one user to interface with the software. Units may be linked to a specific, identified Server.
- (3) **Database License (DL).** Ordering activity may install and use each copy of the software on one Server or on multiple Servers provided that each of the Servers on which the software is installed communicates with no more than a single instance of the same database.
- (4) **CPR License (CP).** Ordering activity may install and use each copy of the software on a number of Servers up to the number indicated in the order provided that the performance capacity of the Server(s) does not exceed the performance capacity specified for the software. Ordering activity may not re-install or operate the software on Server(s) with a larger performance capacity without Avaya’s prior consent and payment of an upgrade fee.
- (5) **Named User License (NU).** Ordering activity may: (i) install and use the software on a single Designated Processor or Server per authorized Named User (defined below); or (ii) install and use the software on a Server so long as only authorized Named Users access and use the software. A “Named User” means a user or device that has been expressly authorized by Avaya to access and use the software. At Avaya’s sole discretion, a Named user may be, without limitation, designated by name, corporate function (e.g., webmaster, or helpdesk), an e-mail or voice mail account in the name of a person or corporate function, or a directory entry in the administrative database utilized by the Product that permits one user to interface with the Product.
- (6) **Shrinkwrap License (SR).** With respect to software that contains elements provided by third party suppliers, ordering activity may install and use the software in accordance with the terms and conditions of the applicable license agreements, such as “shrinkwrap” or “click-through” licenses, accompanying or applicable to the software (“Shrinkwrap License”).

7. Change Control Date

The “Change Control Date” (CCD), when applicable, is mutually agreed upon and is the last date that Avaya will accept changes to the products ordered for delivery on the delivery date or for installation on the In-Service Date. Changes to the original order received by Avaya prior to the CCD must be approved in writing by both parties. Changes received and accepted by Avaya after the CCD will be treated as separate orders and will be delivered after the delivery date or installed after the In-Service date. The CCD for subsequently placed orders for modifications or additions will be the date Avaya accepts that order.

8. Technical Services

The technical support numbers are listed in the “Information for Ordering Activities” section, Paragraph 2. Dependent upon the product, ordering activities requesting assistance outside the coverage hours or beyond the terms of their warranty/maintenance coverage may be subject to additional charges.

9. Software Services

a. Software Maintenance as a Product (SIN 511210)

Software Support. The coverage described in this paragraph is limited to Supported Software. “Supported Software” means the software products that are eligible for Software Support from Avaya. Software manufactured by third parties (“OEM Software”) may be included as Supported Software, however, service levels and response times contained herein do not apply to OEM Software.

As used in this paragraph, “Major Failure” is defined as a failure that materially affects critical operations. “Minor Failure” is defined as any failure of the system that is not included in the definition of a Major Failure; or failures that cause particular features or functionality to be inoperative but not materially affecting normal business operations. “Major Release” means a major change to the software that introduces new optional features and functionality. Major Release is typically designated as a change in the digit(s) to the left of the first decimal point (e.g. [n].y.z). Minor Release means a change to the software that introduces a limited amount of new optional features and functionality. Minor Releases are typically designated as a change in the digit to the right of the first decimal point (e.g. n.[y].z).

(1) The following coverage options are available depending on the Supported Software product:

- (i) Software Support, 24x7 – coverage includes troubleshooting, access to helpline support, access to Product Correction Notices and Software Updates during standard business hours (Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. in the time zone where the Supported Software is located, excluding Avaya and Government holidays). Avaya’s response interval is two (2) hours for Major Failures. The response interval is defined as the elapsed time between registration of a problem with Avaya’s Service Center through an assistance request and commencement of problem resolution efforts by the Avaya technician/engineer. Avaya’s response interval for Minor Failures is next business day (8:00 a.m. and 5:00 p.m. in the time zone where the Supported Software is located, excluding Avaya and Government holidays).
- (ii) Software Support Plus Upgrades, 24x7 (only available provided the ordering activity is on the current release) – In addition to the benefits provided under Software Support, Software Support Plus Upgrades, 24x7, offers a level of investment protection on the software purchases. If Avaya makes a Minor or Major Release of a Supported Software product commercially available during the coverage term, ordering activities purchasing this coverage option will have access to the features and functions of the new release without having to pay additional fees. Additionally, the ordering activity determines when the upgrade occurs, allowing the ordering activity the ability to manage the migration to new versions. All upgrades must be scheduled and implemented while Software Support Plus Upgrades is in effect. Ordering activities that do not upgrade during the term of the support agreement will not be refunded any portion of their support fees.

(2) Commencement of Support. Software Support and Software Support Plus Upgrades will commence as follows:

- (i) If Avaya installs the software, software support will commence on the date Avaya notifies the ordering activity that the software is installed according to specifications.
 - (ii) If Avaya does not install the software, support will commence on the earlier of the date when software 1) features are enabled, 2) is downloaded to the target processor or 3) physically delivered to the ordering activity's premises.
- (3) Re-initiation of Lapsed Coverage. Per Incident support may not be available if Software Support or Software Support Plus Upgrades has lapsed. A re-initiation fee will apply to reinstate support for Supported Software when coverage has lapsed or in the event that coverage was not initiated at the time of purchase of the software license.

The new support coverage is based on the total number of licenses to be covered and can be either Software Support or Software Support Plus Upgrades (provided the ordering activity is on the current release). The re-initiation fee will be a one-time fee equal to 25% of the value of the new support coverage. This fee is subject to change at any time without notice. The applicable initiation fee will be as in effect at the time the new coverage is established.

- (4) Same Level Coverage. All licenses for a single application on a single server must have the same level of coverage. If an ordering activity is found to have varying levels of coverage on the licenses for a single application or for a single server, the following will occur:
- (i) Licenses covered at Software Support level will be brought up to Software Support Plus Upgrades coverage and a new order issued;
 - (ii) The existing Software Support coverage will be cancelled and the ordering activity credited for any remaining term.
 - (iii) An equalization fee will be applied. The equalization fee will be a one-time fee equal to the difference in coverage fees paid and fees applicable for Software Support Plus Upgrades coverage for the licenses. This fee is subject to change without notice and the applicable equalization fee will be as in effect at time the new coverage is established.

Note: The Avaya standard service description document that describes the deliverables for Software Support and Software Support Plus Upgrades coverage in more detail is available upon request. The service description document current at time of order placement applies. In the event of a conflict between the service description document and Schedule terms and conditions, the Schedule terms and conditions apply.

b. Software Maintenance Services (SIN 54151)

Other Software Coverage

For types of coverage available for Software Maintenance Services, please refer to Terms and Conditions Applicable to Maintenance, 811212, Types of Coverage and Other Service Offerings.

10. Term/Subscription Licenses and Software Maintenance Services

- a. Avaya shall honor orders for the duration of the contract period or a lesser period of time. The period for the Term/Subscription Licenses (SIN 511210) shall be 1-year, 3-year or 5-year. Orders for Term/Subscription Licenses must specify the term period (1-year, 3-year or 5-year).
- b. Term/Subscription licenses and or Software Maintenance Services/Support (SIN 54151) may be discontinued by the ordering activity on thirty (30) calendar days written notice to Avaya.

- c. Annual funding. When annually appropriated funds are cited on an order for term/subscription licenses and/or software maintenance services/support, the period of the term/subscription licenses and/or software maintenance services/support shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term/subscription licenses and/or software maintenance services/support orders citing a new appropriation shall be required if the support is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12-month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify Avaya in writing thirty (30) calendar days prior to the expiration of an order, if the term/subscription licenses and/or software maintenance services/support is to be terminated at that time. Orders (or funding modifications) for the continuation of term/subscription licenses and/or software maintenance services/support will be required if the term/subscription licenses and/or maintenance services/support is to be continued during the subsequent period.

11. Added Products

As used in this paragraph and elsewhere within SIN 511210/54151, "Supported Products" are software products identified in the order. "Supported Sites" are locations specified in the order.

For selected Avaya software products and applications, if the ordering activity acquires additional software products of the same type and manufacturer(s) as the existing Supported Products and locates them with existing Supported Products at a Supported Site, they will be considered "Added Products", and will be added to the order for the remainder of the term. This will be exercised through the issuance of a new order and will be subject to the then current charges for said product. Added Products purchased from a party other than the manufacturer or an authorized reseller are subject to certification by Avaya at the per incident rate listed in this price list. If Added Products fail certification, Avaya may choose not to add them to the Supported Products.

For coverage pertaining to all other Software products that have been added by the ordering activity, please refer to Terms and Conditions Applicable to Maintenance, SIN 811212.

12. Description and Equipment Compatibility

Descriptions of the available software are listed in the price list.

13. Right-to-Copy Pricing

Right-to-Copy Licenses, if available, can be found in the price list.

14. Invoices and Payment

a. Software Maintenance as a Product (SIN 511210)

The billing options for Term/Subscription Licenses (SIN 511210) are either monthly in advance or yearly in advance. Software Support must be prepaid annually. Software Support Plus Upgrades has two prepayment options: (1) one year, or (2) three years.

b. Software Maintenance Services (SIN 54151)

For all other Software Maintenance Services, please refer to Terms and Conditions Applicable to Maintenance, SIN 811212, Invoices and Payment.

15. License Price for Ordered Software

- a. The license price that the ordering activity will be charged is the license price in effect at the time of order placement. Price list rates are *monthly rates* per unit, to be multiplied by the total number of months in the term for the total offer price per unit. Example: Price list rate of \$1.00/unit would be \$12.00/unit for a 1-year term, \$36.00/unit for a 3-year term and \$60.00/unit for a 5-year term.
- b. The Avaya Term/Subscription Software License offer includes Support Advantage (SA) Preferred and Upgrade Advantage (UA), in the pricing.

16. Conversion from Term/Subscription License to Perpetual License

Avaya term/subscription licenses are not eligible for conversion at any time.

17. Conversion from Perpetual License to Term/Subscription License

Conversion of eligible perpetual licenses, into term/subscription is supported in various offers as part of a conversion, or upgrade to subscription. To be eligible for Investment Protection Program Discounts, perpetual licenses must be under a current contract for Avaya provided maintenance support. At the time of conversion or upgrade to subscription the End Users may choose to convert their eligible perpetual licenses into subscription on a per system basis.

End Users will receive an Investment Protection Program discounts for the quantity of eligible perpetual licenses converted to subscription licenses not to exceed the quantity of Avaya subscription licenses purchased.

Discounts are applied to the price of the subscription license for the initial term of the Subscription License. If the initial term of the subscription licenses is extended, the licenses will be renewed as subscription at then current prices. Investment Protection Program discounts do not extend past the first subscription term.

Perpetual license quantity and type chosen to convert to subscription licenses will be deleted from the End User record of perpetual licenses at the time of upgrade or conversion. All rights granted by Avaya under these perpetual licenses shall immediately terminate upon conversion and ordering activity must return or destroy such perpetual licenses.

18. License Cessation

Licenses are not eligible for conversion from term/subscription to perpetual at any time.

19. Responsibilities of the Ordering Activity

- a. The ordering activity personnel shall not perform fixes to software while such software is covered by a service agreement, unless agreed to by Avaya.
- b. Subject to security regulations, the ordering activity shall permit access to the software which is to be supported. In the event that the ordering activity does not permit access to the software, Avaya shall not be responsible for support of the software and will not be liable for such failure. Additional charges may be applicable.
- c. The ordering activity will notify Avaya before relocating or removing equipment and associated software covered by an Avaya warranty or maintenance agreement. Additional charges may apply, if applicable, to cover services provided as a result of relocated or removed equipment and associated software.

- d. The ordering activity must install or arrange for the installation of a 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 support 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 to provide remote access on a 24x7 basis or there may be degradation to the service and support you receive from Avaya. Avaya's support obligations are contingent on the provision of remote access. If remote access is not granted by the ordering activity, Avaya may not be able to provide services and will not be liable for such failure. Additional charges may be applicable.

20. Utilization Limitations (SIN 511210 and SIN 54151)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with Avaya, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect Avaya's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of Avaya. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

- (5) "Commercial Computer Software" may be marked with the Avaya's standard commercial restricted rights legend, but the schedule contract and schedule price list, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

21. Software Conversions (SIN 511210)

Licenses are not eligible for conversion from term/subscription to perpetual at any time.

End Users will receive an Investment Protection Program discounts for the quantity of eligible perpetual licenses converted to term/subscription licenses not to exceed the quantity of Avaya subscription licenses purchased.

Discounts are applied to the price of the term/subscription License for the initial term of the subscription license. If the initial term of the term/subscription licenses is extended, the licenses will be renewed as subscription at then current prices. Investment Protection Program discounts do not extend past the first subscription term.

22. Software Patches, Updates, Upgrades

Where services include provision of patches, updates or feature upgrades for Supported Products ("New Software"), they will be provided subject to the license grant and restrictions contained in the original order under which ordering activity licensed the original software from Avaya. Where there is no existing license from Avaya, New Software will be provided subject to the manufacturer's then current license terms and restrictions for the New Software. New Software may include components provided by third party suppliers that are subject to their own end user license agreements. Ordering activity may install and use these components in accordance with the terms and conditions of the "shrinkwrap" or "click- through" end user license agreement accompanying them.

23. Rate Provisions

Prices for Avaya software product licenses are published in the price list.

Prices for Software Support and Software Support Plus Upgrades for applicable Avaya software products are also published in the price list.

For all other software service prices, please refer to Terms and Conditions Applicable to Maintenance, SIN 811212, Rate Provisions.

24. Avaya Subscription Licensing Offer

For the available features, Avaya Subscription Licensing is a software licensing model whereby software bundles are licensed to users at a per license/agent subscription price which includes:

- License to use eligible software;
- Software Upgrade subscription entitlements; and
- Remote technical support entitlements.

The Avaya Subscription offer is available for systems at R6, R7, new R8 systems and upgrades to current release. Avaya Elite® R6 and R7 licenses may also be converted to software subscription. All feature entitlements will be limited to those available on such releases and are subject to Avaya Product Lifecycle Policy found at <https://downloads.avaya.com/css/P8/documents/100081098>.

a. Software Eligible for Subscription

The following Avaya software packages are available to be purchased in the Avaya Subscription Licensing Model:

Subscription Experience	License Packages	License Add-Ons
Employee Experience	Basic Core Power	AES TSAPI BASIC and DMCC-3rd Party CTI** Attendant Speech to Text Text to Speech
Customer Experience	Basic Agent Digital Agent Digital Premium IVR Call Back Assist Proactive Outreach Manager CRM Connector* Workspaces for Salesforce*	Advanced AES- ASAI, DLG CVLAN and TSAPI Advanced* Advanced Analytics
Workforce Engagement	Contract Recording Quality Management Workforce Management Workforce Optimization	Advanced Desktop Analytics Speech Analytics Including Transcription Speech Analytics (Advanced) Multilingual Agents Real Time Speech Analytics Add On Customer Feedback Interaction Data Export Manager Data Center Redundancy N + N CR Redundancy

* no expansion entitlements

** limited expansion entitlements

b. Other Software Licenses, Hardware and Services Continue as Perpetual

- (1) **Software Licenses** not part of the Avaya Subscription continues be available in perpetual, or any other subscription model currently available.
- (2) **Hardware** is purchased separately. All devices, servers, and gateways continue to be available for purchase. Customer is responsible to ensure hardware is configured to support desired volume of subscription licenses.
- (3) **Implementation and Avaya Professional** services continue to be ordered separately.

c. Avaya Subscription Term Contracts and Billing

This offer will support 1-, 3- and 5-year Fixed Term Contracts. Subscription billing options are either monthly in advance or annual in advance.

- (1) **Fixed Term Contract** is the length of the license contract, Avaya Subscription will automatically

renew at the end of the term for a similar term length at then current pricing unless either party provides written notice of its intent not to renew such coverage at least 30 days prior to the renewal date. If the contract is not renewed the customer relinquishes the rights to the software licenses. NOTE: WorkForce Engagement bundles will not automatically renew as new license keys will need to be issued for a subsequent term and prices may be subject to change.

- (2) **Smart Codes** - Some Subscription Licenses have a base price. The billing price will vary by term (larger discount the longer the term of the contract) and tier - higher discount, the higher the # of agents purchased under fixed billing. Avaya will invoice for usage (or overage) over the fixed number purchased, for example, if the order is 10 fixed, but use 15, we invoice 10 on fixed and 5 on usage codes.
- (3) **Billing** is the frequency in which the subscription licenses are billed. Billing for Term licenses is in advance with options of either monthly or annual.
- (4) **Termination:** The Customer may terminate a subscription in its entirety during the Subscription License Term upon thirty (30) days' written notice subject to termination fees equal to 50% of the remaining unpaid balance of the Subscription License Term; provided, that the following special termination terms apply to subscriptions for Workforce Engagement bundles: Customer may terminate a subscription for Workforce Engagement bundles in their entirety during the Subscription License Term upon thirty (30) days' written notice exercisable at any time after the first 28 months of the subscription term and subject to termination fees equal to 60% of the remaining unpaid balance of the Subscription License Term. In no case will any prepaid fees be credited due to a contract terminated for convenience.

d. Subscription License Term Start Date

Unless an earlier date is specified in an order, the Subscription License Term for the Subscription License(s) will commence and be chargeable as follows:

New System Builds:

- If Avaya sells and installs the Subscription Licenses directly, the Subscription License Term will commence on the date Avaya notifies the Customer that the Subscription Licenses are installed according to specifications.
- If Avaya sells the Subscription Licenses directly, but does not install the Subscription Licenses, the Subscription License Term will commence on the earliest of the date when Subscription Licenses (i) features are enabled, (ii) is downloaded to the target processor or (iii) is physically delivered to the End User premises.
- If the Subscription Licenses are purchased through an Avaya authorized Reseller (including Support Advantage Retail), regardless of what company installs the Subscription Licenses, the term will commence on the first day of the second month following the order of the Subscription Licenses.

License Conversions

- If the Subscription Licenses are replacing existing perpetual licenses being transitioned from an existing maintenance support order, the Subscription License Term starts on the start date specified on the order.

License Additions

- Subscription Licenses which are being added to an existing Subscription License Term are effective on the 1st day of the first month following Avaya's acceptance of the order for additional Subscription Licenses.

e. Consequences of Termination

Upon termination or expiration of the Subscription License Term, Customer's right to use the affected Subscribed Licenses, and to receive all associated services, will terminate immediately and Customer will:

- (1) cease all use of the affected Subscribed Licenses and related Documentation;
- (2) in accordance with Avaya's instructions, irretrievably delete, deactivate, return and/or destroy any Subscribed Licenses installed or downloaded at the Customer site or on any of its devices or otherwise made available or accessible by Customer, as well as any related Documentation, or allow Avaya to do the same;
- (3) upon request, promptly certify compliance with the foregoing requirements by an authorized representative of Customer; and
- (4) pay Avaya all Subscription Fees due up until the date of termination.

Upon Avaya's request, Customer will promptly provide the certification set forth in (3) to Avaya and acknowledges and agrees that Avaya may share the certification with its applicable licensors.

Terminated or expired Subscription Licenses may be subject to re-initiation fees.

f. Supported Subscription License Use Cases

- (1) A customer network may include a single System instance or may be part of a larger network made up of multiple System instances. Customers have the flexibility to choose to deploy Perpetual licenses or Subscription Licenses on each of their Workplace and Contact Center System instances but cannot mix Subscription and Perpetual licenses of the same type within the same System.
- (2) Customers can purchase new Avaya Subscription systems, upgrade to Avaya Subscription, or convert to Avaya Subscription. Customers must be at R6 at a minimum to convert to Avaya Subscription, customers on an older Aura, CM, or CS1000 software release can upgrade to Avaya Subscription.

g. New and Add/Expansion

Subscription Licensing is supported in both the Workplace and Contact Center offers for New Licenses and Add/Expansions in accordance with Avaya's Product Lifecycle Policy.

h. Expansion Allowance

Avaya Subscription Licensing includes a 20% expansion allowance which can be leveraged during the contract period without impact to the billing. Customers can also expand beyond the 20% allowance by ordering additional Avaya Subscription Licenses which will be co-terminous with their existing Subscription Licensing order (Bundles identified by an asterisk(*) do not include any expansion entitlement. Bundles identified by a double asterisk(**): CTI (TSAPI BASIC and/or DMCC) do not include expansion for perpetual licenses the customer currently has when converting their existing installed base into Subscription Licensing. Customers are entitled to expansion for any new / additional 3rd party CTI purchased as part of the Subscription Licensing.)

i. Conversion of Perpetual Licenses to Subscription Licenses

At the time of conversion or upgrade to Subscription Licensing, the End Users may convert their perpetual licenses into Subscription Licenses on a per System basis. Avaya perpetual licenses surrendered as part of a conversion to Subscription Licensing may receive Investment Protection Program credits. To be eligible for Investment Protection Program credits, perpetual licenses must be under and remain under a current contract for Avaya-provided maintenance support until the effective date of the Subscription Licensing Term.

End Users will receive a credit for the quantity of eligible perpetual licenses converted to Subscription Licenses not to exceed the quantity of Avaya Subscription Licenses purchases. Credits are applied as a reduction in the price of the Subscription License for the converted license for the initial Subscription Term of the Subscription License. If the initial Subscription License Term of the Subscription License is extended, the licenses will be renewed as Subscription Licenses at the then-current rates. Investment Protection Program credits do not extend past the first Subscription License term.

Perpetual license quantity and type chosen to convert to Subscription Licenses will be deleted from the End User record of perpetual licenses at the time of upgrade and conversion. All rights granted by Avaya under these perpetual licenses will immediately terminate upon conversion and Customer must return or destroy tangible editions of such perpetual licenses.

Avaya Aura® R6.3.118 Load 141 and R7 licenses may be converted to Subscription Licensing. The feature entitlements and 20% overage for these licenses will be limited to those available on such releases and are subject to Avaya Product Lifecycle Policy found at: <https://downloads.avaya.com/css/P8/documents/100081098>.

j. Investment Protection Program

Investment Protection Program discounts are applied to the first term of the Avaya Subscription contract as follows:

- (1) Licenses surrendered under current Support + Upgrade Subscription contracts are eligible for 40% discount.
- (2) Licenses surrendered under current Support contracts are eligible for 20% discount.

k. Pricing and Product Subscription Material and Billing Codes

Subscription Licenses are ordered and invoiced using specific material codes provided by Avaya. Pricing will be provided per Subscription License Bundle for the specific Bundle metric and based on the length of the Software Subscription Term. Pricing Is quoted exclusive of taxes and fees.

l. Support Advantage / Upgrade Advantage

All Avaya Subscription Licensing bundles include Support Advantage Preferred with Upgrade Advantage (UA). Support entitlements are contingent upon meeting the requirements and fulfilling the Customer responsibilities detailed in the Support Advantage Preferred Service Agreement Supplement. Details about Support Advantage Preferred can be found in the Service Description Service Agreement Supplement document at:

<https://downloads.avaya.com/css/appmanager/css/P8Secure/documents/101062743>.

m. Miscellaneous

Initial Set Up. Implementation and installation of the Subscription Licenses within the Customer environment are not included in the Subscription Fees. Avaya can provide those services as a separate engagement.

Architectural and Infrastructure Requirements. Customer is responsible for all architectural requirements to accommodate the number of Subscribed Licenses it orders at the desired capacity, and is responsible for the provision of all hardware, software, equipment and services for the deployment of such licenses.

Quantities increase. Customer may request additional Fixed Term Software Subscription licenses, beyond the quantity set out in the initial order, by providing Avaya with a 30 day advance written notice. Avaya may make such additional Fixed Term Software Subscription licenses available for use by Customer. If Avaya approves an increase of licenses, Avaya will increase the periodic billing in proportion to the number of additional software licenses requested by Customer at the then current price.

Terms and Conditions Applicable To Automated Contact Center Solutions (ACCS) (Special Item Number 561422)

******NOTE: All non-professional labor categories must be incidental to, and used solely to support Automated Contact Center Solutions, and cannot be purchased separately.**

1. Scope

The intended scope of this SIN is to offer ACCS. ACCS is defined as any combination of products, equipment, software and/or services that are required to establish and maintain contact center capabilities managed by the contractor for an agency. These include a wide range of automated and attended managed solutions that allow agencies to respond to inquiries from the public. Permissible offerings under this SIN may include any technologies or services required to deliver and support ACCS to agencies, including but not limited to:

Technology: Automated services to include but not limited to Artificial Intelligence (AI), Chat Bots, Robotic Process Automation, Interactive Voice Response (IVR), Voice/Speech Recognition, Text-to-Speech, Voicemail, Callback, Web Callback, Email Delivery, Hosted Online Ordering, Hosted Email Web Form, Hosted FAQ Service, etc.)

NOTE:

The anticipated Place of Performance required to meet the Government need shall be defined at the task order level, and contractors should anticipate contractor-site and Government-site requirements.

Ancillary supplies and/or services shall neither be the primary purpose nor the preponderance of the work ordered, but be an integral part of the total solution offered. Ancillary supplies and/or services may only be ordered in conjunction with or in support of IT supplies and/or services purchased under the ACCS SIN.

Ordering activities may request from Schedule contractors their awarded End User License Agreements (EULAs) or Terms of Service (TOS) Agreements, which will assist the ordering activities with reviewing the terms and conditions and additional products and services and prices which, may be included.

2. Order

Agencies may use written orders, Electronic Data Interchange (EDI) orders, Blanket Purchase Agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

3. Performance of Services

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity. All Contracts will be fully funded.
- b. The Contractor agrees to render services during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of Automated Contact Center Solutions must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts. All travel will be agreed upon with the client prior to the Contractor's travel.

4. Inspection of Services

In accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007) (DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time-and-Materials and Labor-Hour Contract orders placed under this contract.

5. Responsibilities of the Contractor

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 Rights in Data – General, may apply.

The Contractor shall comply with contract clause (52.204-21) to the Federal Acquisition Regulation (FAR) for the basic safeguarding of contractor information systems that process, store, or transmit Federal data received by the contract in performance of the contract. This includes contract documents and all information generated in the performance of the contract.

6. Responsibilities of the Ordering Activity

Subject to the ordering activity's security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite Automated Contact Center Solutions.

7. Independent Contractor

All Automated Contact Center Solutions performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

8. Organizational Conflicts of Interest

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

9. Invoices

The Contractor, upon completion of the work ordered, shall submit invoices for Automated Contact Center Solutions. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

10. Resumes

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

11. Approval of Subcontracts

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

12. Commercial Supplier Agreements

Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements. The Contractor shall provide all Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements in an editable Microsoft Office (Word) format for review prior to award.



13. Transition of Contact Center Services

The time period required to transition from an ordering activity's existing contact center solution and requirements to new requirements (as defined in the task order) will be determined on a case-by-case basis and shall be stated in individual task orders.

Transition shall begin at Notice-To-Proceed and continue for a period as specified in the task order. During the transition period, the Contractor shall work with the Government to develop a sound project implementation plan and to perform all preparatory work to establish one or more fully functional multi-channel contact centers in support of the task.

The Government will transfer business and procedural data, including appropriate training material, to the Contractor and work with the Contractor to establish appropriate system feeds.

The transition period will provide the Contractor with the opportunity to prepare and staff its contact center; develop the support of the knowledge base and scripts for automated response in support of the project; establish a fully functional contact center to handle the expected work volume; and complete all transition related activities to migrate the service to the new center. Government personnel will closely monitor the Contractor's effort to ensure a successful launch.

Based on the Contractor's ability and expert advice on transitioning the work volume, the Government reserves the right to coordinate with the Contractor to achieve a staffing plan that minimizes disruption of the existing services and seamlessly transitions the customer base and work volumes to the new center.

14. Pricing for Automated Contact Center Solutions (ACCS)

Price list rates are *monthly rates* per unit, to be multiplied by the total number of months in the term for the total offer price per unit. Example: Price list rate of \$1.00/unit would be \$12.00/unit for a 1-year term, \$36.00/unit for a 3-year term and \$60.00/unit for a 5-year term.

Material Code	Description	GSA Price	Warranty Period (Mo.)
228484	ONE-X AGENT R2 NEW/ADD PER AGENT PLD LIC: CU	\$321.91	3
230038	SA ON-SITE 8X5 SUPT CM SMALL SERVER 3YR AN PREPD	\$49.53	0
230158	SA ON-SITE 8X5 SUPT CM SMALL GATEWAY 3YR AN PREPD	\$63.04	0
230168	SA PARTS NBD SUPT CM MEDIUM GATEWAY 1YR PREPD	\$49.37	0
230180	SA PARTS 24X7X4 SUPT CM MEDIUM GATEWAY 1YR PREPD	\$59.24	0
230188	SA ON-SITE 8x5 SUPT CM MEDIUM GATEWAY 3YR AN Prepd	\$75.04	0
238124	SA PREFER SUPT ONE-X AGENT R2 AGENT 3YR AN PREPD	\$3.45	0
238125	UPGRADE ADVANTAGE ONE-X AGENT R2 AGENT 3YR AN PREPD	\$2.42	0
239011	SA PREFER SUPT ONE-X AGENT R2 AGENT 1YR PREPD	\$3.45	0
239017	UPGRADE ADVANTAGE ONE-X AGENT R2 AGENT 1YR PREPD	\$2.42	0
239083	SA PREFER SUPT ONE-X AGENT R2 SUPERVISOR AGENT 1YR PREPD	\$4.98	0
239089	UPGRADE ADVANTAGE ONE-X AGENT R2 SUPERVISOR AGENT 1YR PREPD	\$3.49	0
249954	SA PREFER SUPT AAEP R7 1YR PREPD	\$15.29	0



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Material Code	Description	GSA Price	Warranty Period (Mo.)
249956	SA PREFER SUPT AAEP R7 3YR AN PREPD	\$15.29	0
249961	UPGRADE ADVANTAGE AAEP R7 1YR PREPD	\$6.44	0
249964	UPGRADE ADVANTAGE AAEP R7 3YR AN PREPD	\$6.44	0
249978	SA PREFER SUPT AAEP R7 DSTR RCVRY 3YR AN PREPD	\$5.06	0
249999	UPGRADE ADVANTAGE AAEP R7 DSTR RCVRY 3YR AN PREPD	\$2.15	0
250734	SA PREFER SUPT AAEP R7 ENH CALL CLASS 1YR PREPD	\$2.78	0
250736	SA PREFER SUPT AAEP R7 ENH CALL CLASS 3YR AN PREPD	\$2.78	0
250740	UPGRADE ADVANTAGE AAEP R7 ENH CALL CLASS 1YR PREPD	\$1.18	0
250742	UPGRADE ADVANTAGE AAEP R7 ENH CALL CLASS 3YR AN PREPD	\$1.18	0
250760	UPGRADE ADVANTAGE AAEP R7 ENH CALL CLASS DSTR RCVR 3YR AN PREPD	\$0.39	0
250878	SA PREFER SUPT AAEP R7 SES SIP SGNL 1YR PREPD	\$1.39	0
250880	SA PREFER SUPT AAEP R7 SES SIP SGNL 3YR AN PREPD	\$1.39	0
250884	UPGRADE ADVANTAGE AAEP R7 SES SIP SGNL 1YR PREPD	\$0.59	0
250886	UPGRADE ADVANTAGE AAEP R7 SES SIP SGNL 3YR AN PREPD	\$0.59	0
250904	UPGRADE ADVANTAGE AAEP R7 SES SIP SGNL 3YR AN PREPD	\$0.21	0
251131	SA PREFER SUPT AAEP R7 SMS3600MSG-HR DSTR REC 3YR AN PREPD	\$50.05	0
251137	UPGRADE ADVANTAGE AAEP R7 SMS3600MSG-HR DSR REC 3YR AN PREPD	\$21.25	0
251311	SA PREFER SUPT AAEP R7 EMAIL3600MSG-HR DSTR REC 3YR AN PREPD	\$41.71	0
252345	UPG ADV CBA R4 BASE SERVER SFTW 1YPP	\$93.73	0
252351	UPG ADV CBA R4 PER PORT 1YPP	\$13.41	0
255647	SA PARTS NBD SUPT CM MEDIUM SRV R2-D 1YR PREPD	\$106.64	0
255659	SA PARTS 24X7X4 SUPT CM MEDIUM SRV R2-D 1YR PREPD	\$127.97	0
255689	SA PARTS 24X7X4 SUPT CM LARGE SRV R2-D 1YR PREPD	\$296.22	0
255827	SA PARTS NBD SUPT APPL MEDIUM SRV R2-D 1YR PREPD	\$74.06	0
255829	SA PARTS NBD SUPT APPL MEDIUM SRV R2-D 3YR AN PREPD	\$74.06	0
255839	SA PARTS 24X7X4 SUPT APPL MEDIUM SRV R2-D 1YR PREPD	\$88.87	0
255847	SA ON-SITE 8X5 SUPT APPL MEDIUM SRV R2-D 3YR AN PREPD	\$112.56	0
255851	SA ON-SITE 24X7 SUPT APPL MEDIUM SRV R2-D 1YR PREPD	\$122.19	0
256190	SA ON-SITE 8X5 SUPT APPL LARGE SRV R2-D 3YR AN PREPD	\$225.13	0
257836	SA PREFER SUPT AGENT DESKTOP R6 SFTPH OFFSITE AGT 3YR AN PREPD	\$6.08	0
258048	SA PREF CBA R4 BASE SERVER SFTW 1YPP	\$214.91	0
258060	SA PREF CBA R4 PER PORT 1YPP	\$30.70	0
268213	CBA R4.X BASE SRVR SFTW	\$12,497.43	0
268214	CBA R4.X PER PORT	\$1,788.41	0
285769	SA PREFER SUPT AVAYA BREEZETM R3 SNAP-IN SRV 3YR AN PREPD	\$27.81	0
285775	UPGRADE ADVANTAGE AVAYA BREEZETM R3 SNAP-IN SRV 3YR AN PREPD	\$13.46	0
293630	SA PREFER SUPT AAVP R7 SINGLE CPU CMN SRV 1YR PREPD	\$13.53	0
293650	SA PREFER SUPT SM BSM R8 VE VAPP SYSTEM ENBLMNT 3YR AN PREPD	\$4.51	0



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293666	SA PREFER SUPT AAVP R7 DUAL CPU CMN SRV 1YR PREPD	\$27.05	0
295986	SA PREFER SUPT WFO R15 CNTCT RCRDG QM ENCRYPTION 1YR PREPD	\$4.56	0
295992	UPGRADE ADVANTAGE WFO R15 CNTCT RCRDG QM ENCRYPTION 1YR PREPD	\$1.67	0
296008	SA PREF WFO R15 DATA CTR REDUN 1YPP	\$2.04	0
296014	UPG ADV WFO R15 DATA CTR REDUN 1YPP	\$0.74	0
300716	AAEP R7 PER PT LIC NEW	\$858.44	0
300717	AAEP R7 PER PORT LICENSE NEW SPEECH PACKAGE LIC:CU	\$668.87	0
302195	AAEP R7 PER SESSION SIP SIGNALING LIC:CU	\$78.69	0
302211	AAEP R7 PER PORT ENHANCED CALL CLASSIFIER LIC:CU	\$157.38	0
302215	AAEP R7 PER PORT ENHANCED CALL CLASSIFIER DSR RECOVERY LIC:CU	\$51.51	0
302226	AAEP R7 PER SES SIP SIGNALING DISASTER RECOVERY LIC:CU	\$27.18	0
302231	AAEP R7 PER PORT DISASTER RECOVERY LIC:CU	\$286.15	0
302255	AAEP R7 MEDIA ENCRYPTION LIC:CU	\$78.69	0
302274	AAEP R7 SMS 3600 MSG-HOUR DISASTER RECOVERY LIC:CU	\$2,832.85	0
302278	AAEP R7 EMAIL 3600 MSG-HIOUR DISASTER RECOVERY LIC:CU	\$2,360.71	0
307413	AVAYA BREEZETM R3 AVAYA SNAP-IN SERVER INSTANCE LIC:DS,SR	\$1,795.27	3
336961	SA PREF OC R3 CORE INFRA SYS 1YPP	\$418.17	0
336967	UPG ADV OC R3 CORE INFRA SYS 1YPP	\$160.66	0
337093	SA PREF OC R3 SPV DP CNCR USR 1YPP	\$20.91	0
337099	UPG ADV OC R3 SPV DP CNCR USR 1YPP	\$8.05	0
337129	SA PREFER SUPT OCEANA R3 ALL MEDIA CNCRNT USR 1YR PREPD	\$37.64	0
337135	UPGRADE ADVANTAGE OCEANA R3 ALL MEDIA CNCRNT USR 1YR PREPD	\$14.49	0
340191	SA PREFER SUPT WEB GATEWAY R3 SERVER INSTANT 1YR PREPD	\$7.37	0
340197	UPGRADE ADVANTAGE WEB GATEWAY R3 SERVER INSTANT 1YR PREPD	\$2.68	0
343972	SA PREFER SUPT AES R8 BASIC TSAPI 3YR AN PREPD	\$0.44	0
344035	SA PREFER SUPT AES R8 DMCC FULL 3YR AN PREPD	\$2.17	0
344075	SA PREFER SUPT AES R8 GEO REDUN HIGH AVAIL LARGE 1YR PREPD	\$756.32	0
344159	SA PREFER SUPT CC R8 ELITE AGENT 1YR PREPD	\$11.38	0
344161	SA PREFER SUPT CC R8 ELITE AGENT 3YR AN PREPD	\$8.27	0
344277	SA PREFER SUPT AURA R8 CORE SUITE 1YR PREPD	\$4.56	0
344279	SA PREFER SUPT AURA R8 CORE SUITE 3YR AN PREPD	\$3.32	0
344335	SA PREFER SUPT AURA R8 PS R8 GEO REDUNDANCY 3YR AN PREPD	\$225.86	0
344377	SA PREF ASBCE R8 STD 1YPP	\$1.37	0
344379	SA PREFER SUPT ASBCE R8 STD SVC SESS 3YR AN PREPD	\$0.97	0
344409	SA PREFER SUPT ASBCE R8 ADV SVC SESS 3YR AN PREPD	\$0.69	0
344439	SA PREFER SUPT ASBCE R8 STD SVC SESS HA 3YR AN PREPD	\$0.48	0
344469	SA PREFER SUPT ASBCE R8 ADV SVC SESS HA 3YR AN PREPD	\$0.34	0
344569	SA PREFER SUPT AURA MEDIA SERVER R8 DSP CHANNEL 1YR PREPD	\$0.99	0



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Material Code	Description	GSA Price	Warranty Period (Mo.)
344571	SA PREFER SUPT AURA MEDIA SERVER R8 DSP CHANNEL 3YR AN PREPD	\$0.72	0
344575	SA PREFER SUPT AURA MEDIA SERVER R8 SYSTEM 1YR PREPD	\$3.80	0
344577	SA PREFER SUPT AURA MEDIA SERVER R8 SYSTEM 3YR AN PREPD	\$2.76	0
345833	SA PREFER SUPT IX MSG R10 ADVANCED SEAT 1YR PREPD	\$1.65	0
346229	SA PREFER SUPT ASP VM R4 STANDARD SOFTWARE 1YR PREPD	\$36.55	0
347139	SA PREFER SUPT WFO R15 CR QM ENCRYPTION SERVER 1YR PREPD	\$101.80	0
347144	UPGRADE ADVANTAGE WFO R15 CR QM ENCRYPTION SERVER 1YR PREPD	\$37.13	0
347809	SA PREFER SUPT CMS R19 ADMIN SYNC 3YR AN PREPD	\$488.77	0
347851	SA PREFER SUPT CMS R19 CALABRIO HISTRCL 3YR AN PREPD	\$195.51	0
347863	SA PREFER SUPT CMS R19 CALABRIO RTA 3YR AN PREPD	\$391.01	0
347923	SA PREFER SUPT CMS R19 HA/SURVIVABLE DUAL ROLE 3YR AN PREPD	\$293.26	0
348095	SA PREFER SUPT CMS R19 AGT 1-250 1YR PREPD	\$6.79	0
348097	SA PREFER SUPT CMS R19 AGT 1-250 3YR AN PREPD	\$6.79	0
348107	SA PREFER SUPT CMS R19 SUPERVISOR/ADD 1YR PREPD	\$7.40	0
348109	SA PREFER SUPT CMS R19 SUPERVISOR/ADD 3YR AN PREPD	\$7.40	0
348127	SA PREFER SUPT CMS R19 HA/SURVIVABLE AGT 1-250 3YR AN PREPD	\$1.70	0
348139	SA PREFER SUPT CMS R19 HA SUPERVISOR/ADD 3YR AN PREPD	\$1.91	0
349013	SA PREFER SUPT IX MSG R10 SR140 FAX 2PT 1YR PREPD	\$43.86	0
381275	APPLIANCE VIRTUAL PLATFORM R7+ SINGLE CPU COMMON SERVER LIC:SR	\$453.40	0
381276	APPLIANCE VIRTUAL PLTFRM R7+ SINGLE CPU EMBEDDED SERVER LIC:SR	\$151.13	0
381277	APPLIANCE VIRTUAL PLATFORM R7+ DUAL CPU COMMON SERVER LIC:SR	\$906.80	0
384021	CUSTOMER ENGAGEMENT R7 SELF SERVICE NEW PACKAGE LIC:CU	\$779.75	3
384219	CRM CONNECTOR R2 OVA LIC:DS,SR	\$30.23	0
387502	DSS R2 BASE SRVR SFTW LIC	\$14,282.27	3
387503	DSS R2 EA 1-500 PORT LIC	\$357.68	3
389782	CARBONITE AVAILABILITY VIRTUAL EDITION LIC:CU	\$1,914.36	0
389785	AVAYA AURA WEB GATEWAY R3 PER SERVER INSTANT LIC:CU	\$356.68	0
389942	CARBONITE AVAILABILITY VIRTUAL EDITION LICENSE SUPPORT	\$123.43	0
390519	AVAYA OCEANA R3 ALL MEDIA CONCURRENT USER PACKAGE LIC:CU	\$1,931.49	3
392487	CMS R19 ADMIN SYNC NEW LIC:DS	\$14,307.31	0
392505	CMS R19 CALABRIO HISTORICAL NEW LIC:DS	\$5,722.92	0
392510	CMS R19 CALABRIO RTA NEW LIC:DS	\$11,445.85	0
392535	CMS R19 HIGH AVAILABILITY/SURVIVABLE DUAL ROLE NEW LIC;DS	\$8,584.39	0
392708	CMS R19 AGENT NEW 1-250 LIC:CU	\$464.99	0
392715	CMS R19 SUPERVISOR NEW/ADD LIC:CU	\$608.06	0
392726	CMS R19 HIGH AVAIL/SURVIVABLE AGENT NEW 1-250 LIC:CU	\$118.04	0
392733	CMS R19 HIGH AVAIL SUPERVISOR NEW/ADD LIC:CU	\$153.80	0
392741	CMS R19 ODBC/JDBC SUBSCRIPTION NEW/ADD LIC:CU	\$715.37	0



FEDERAL SOLUTIONS

Automated Contact Center Solutions (ACCS)

561422

Material Code	Description	GSA Price	Warranty Period (Mo.)
396794	AURA R8 CORE SUITE NEW SOFTWARE LIC: NU;CU;SR	\$196.17	0
396838	CC R8 ELITE AGENT NEW 1-250 LIC:CU	\$511.49	0
396839	CC R8 ELITE AGENT NEW 251+ LIC:CU	\$275.42	0
397188	ASBCE R8 STD SVCS LIC	\$38.64	0
397195	ASBCE R8 ADVANCED SERVICES SESSION LIC:CU	\$26.75	0
397202	ASBCE R8 STANDARD SERVICES SESSION HIGH AVAIL LIC:CU	\$20.81	0
397209	ASBCE R8 ADVANCED SERVICES SESSION HIGH AVAIL LIC:CU	\$13.08	0
397228	ASBCE R8 VE VAPP ENABLE	\$261.56	0
397300	SURVEY ASSIST R4 BASE LIC	\$14,282.27	0
397303	SURVEY ASSIST R4 IN VOICE PT LIC	\$715.37	0
397515	APPL ENBLMNT R8 BASIC TSAPI LIC:DS;CU	\$28.61	0
397546	APPL ENBLMNT R8 DMCC FULL LIC:DS;CU	\$189.57	0
397554	AES R8 GRHA SM LIC	\$7,854.71	0
397557	AES R8 GRHA MED LIC	\$19,636.78	0
397560	APPL ENBLMNT R8 GEO REDUNDANCY HIGH AVAILABILITY LARGE LIC:DS	\$39,277.13	0
397941	SESSION MANAGER R8 SYSTEM LIC:DS;NU;SR	\$1,309.82	0
397945	SM BRANCH SESSION MANAGER (BSM) R8 SYSTEM LICENSE LIC:DS;NU;SR	\$302.27	0
398011	AVAYA AURA MEDIA SERVER R8 SYSTEM LIC:DS	\$148.61	0
398012	AVAYA AURA MEDIA SERVER R8 DSP CHANNEL LIC:CU	\$38.64	0
398135	AURA PRESENCE SERVICES R8 GEOREDUNDANCY LIC:DS	\$9,808.56	0
398955	WFO R15.2 N+N CR REDUN	\$100.87	0
399062	WFO R15.2 ADVANCED WORKFORCE OPTIMIZATION ACRA PACKAGE LIC:SR	\$1,144.58	0
400425	WFO R15 CONTACT RECORDING QUALITY MONITOR ENCRYPTION SERVER	\$4,950.33	0
401938	IX MESSAGING R10 SR140 FAX 2 PORT LIC:DS, SR	\$1,961.71	0
402870	WFO R15.2 DATA CTR REDUN	\$98.72	0
402873	WFO R15.2 CNTCT RCRDG QUAL MONITOR ENCRYPTION LIC:SR	\$221.76	0
403745	COMMON SERVICE PLATFORM NODE LIC:DS,SR	\$30.23	0
405362641	POWER CORD USA	\$14.60	0
700394661	MM711 ANALOG MEDIA MODULE RHS	\$1,269.52	0
700406267	EXTERNAL USB CD/DVD RW DRIVE RHS	\$222.17	0
700439250	MM710B E1/T1 MEDIA MODULE	\$2,380.35	0
700501368	G450 160 CHANNEL DSP DAUGHTER BOARD	\$3,975.51	0
700506955	G450 MP160 MEDIA GATEWAY	\$8,351.55	12
700511982	C5 POWER CORD NORTH AMERICA	\$18.31	12
700512173	G430 MP40 MEDIA GATEWAY GSA	\$1,666.25	0
700513629	J179 IP PHONE NO POWER SUPPLY TAA	\$297.23	0
700513744	AAMS R8 MEDIA DVD	\$47.56	0
700513963	AES R7.1.3 SFTW ONLY MEDIA	\$21.46	0



FEDERAL SOLUTIONS

Automated Contact Center Solutions (ACCS)

561422

Material Code	Description	GSA Price	Warranty Period (Mo.)
700513985	APPLIANCE VIRTUAL PLATFORM R8 MEDIA KIT	\$89.17	0
700514097	ASP 130 DELL R640 SERVER PROFILE 2 WITH VMS BUNDLE	\$8,835.27	0
700514098	ASP 130 DELL R640 SERVER PROFILE 3 WITH VMS BUNDLE	\$12,178.34	0
700514100	ASP 130 DELL R640 SERVER PROFILE 5 WITH VMS BUNDLE	\$22,605.55	0
700514239	ASBCE R8.x SYSTEM SOFTWARE DVD	\$29.72	0
700514263	ASP 110 DELL R640 SERVER PROFILE 3 WITH EXPERIENCE PORTAL	\$8,641.05	0
700514751	AURA COMMUNICATION MANAGER R8.1 SOFTWARE DVD	\$29.72	0
700514753	APPLIANCE VIRTUAL PLATFORM R8.1 UTILITIES DVD	\$29.72	0
700514978	APPLIANCE VIRTUAL PLATFORM R8.1.1 DVD	\$29.72	0
700514979	APPLICATION ENABLEMENT R8.1.1 AURA OVA MEDIA	\$214.61	0
700514980	APPLICATION ENABLEMENT R8.1.1 SOFTWARE ONLY MEDIA	\$21.46	0



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Terms and Conditions Applicable to Cloud Computing and Cloud Related IT Professional Services (Special Item Number 518210C)

1. Cloud Computing Services Overview

The Cloud Software as a Service (Cloud SaaS) subcategory is the deployment model being offered by Contractor. The Avaya Cloud SaaS (Avaya OneCloud for Government) service is FedRAMP authorized and priced as a utility-based subscription service on a per programmed user, per month basis. Avaya cloud delivery services offer features ranging from basic VoIP to full Audio and Video/Web collaboration packages. The Avaya SaaS Cloud Computing Model provides Community Cloud and IT professional services with the implementation of our Avaya OneCloud for Government offering. IT professional services are not part of this SIN and will be provided under SIN 54151S. Unified Communication (UC) features are available to subscribed users for the Service via three Service Bundles: Basic, Core, and Power. A description of each is as follows:

Basic Bundle:

The Basic bundle provides the fundamental SIP Voice support for hard endpoints, inbound/outbound calling capabilities, and many standard features. In addition, the bundle has Basic Messaging included. A standard 10-digit dial plan is supported.

Core Bundle:

The Core bundle builds on the Basic bundle adding in Unified Communication capabilities such as IM, Presence, and the User Soft Client. Additional capabilities such as Extension to Cellular, Reach Me, Notify Me and Advanced Messaging are also included.

Power Bundle:

The Power bundle builds on top of the Core bundle adding in the Virtual Meeting Room entitlement.



2. Unified Communication Bundles

a. UCaaS Bundles

This section provides an overview of the Avaya OneCloud for Government UCaaS Bundles available to the Customer for identified groups of End Users. (Subscribers)

UCaaS Bundles and Features	Basic	Core	Power
SIP Business Line Features	•	•	•
SIP Endpoint Inward/Outward Dialing Capability (PSTN and hard Endpoints not included)	•	•	•
Voicemail – Basic	•	-	-
Voicemail – Advanced	-	•	•
6-Party Audio Ad-Hoc Conferencing	•	•	•
User Client (Windows/macOS/Android/iOS)	-	•	•
Single Number Reach	-	•	•
Presence / Multimedia Messaging	-	•	•
Multiple Device Access (number of endpoints per user)	1	3	3
Point to Point Video	-	•	•
Virtual Meeting Room (Audio, Web, Video) up to 25 parties	-	-	•



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(1) Bundle Options and Add-Ons

This section provides an overview of the options and add-ons that are available to be added to the Avaya OneCloud for Government UCaaS Bundles available to the Customer for identified groups of End Users. (Subscribers)

Separately Priced UCaaS Options and Add-Ons	Basic	Core	Power
NG911 Sentry™ Silver Bundle (US Only – Req'd Add-On)	○	○	○
NG911 Sentry™ Gold Bundle (US Only – Onsite Notification Filtering (20 location)	○	○	○
NG911 Sentry™ Platinum Bundle (US Only – Onsite Notification Filtering (Unlimited)	○	○	○
Avaya Supported SIP Phones/Devices	○	○	○
Avaya Supported Gateways	○	○	○
Auto Attendant (Voicemail based)	○	○	○
Fax (Voicemail based)	Inbound	In/Outbound	In/Outbound
Cross-Connects in Avaya Data Centers (DCs)	Required separately priced add on		
Customer/Partner hosting space in Avaya DCs	If required, separately priced add-on		
Network Readiness Assessment (NRA) (req'd per site)	Separately priced for Avaya performed NRAs		

Package Legend	Symbol
Included in Package / Bundle	●
Available as Priced Option	○
Not Available in Package / Bundle	-

3. Unified Communication as a Service (UCaaS) Bundle Detail

a. Basic UC Bundle

For any Basic user capabilities, SIP business line features are supported. Typically, a use case for a Basic User is a user in a common area (e.g., lobby or manufacturing floor). Analog phones, Fax machines, paging systems, etc. will require a Basic User type.

This user type includes Basic Voicemail (see Appendix A – Basic Voicemail for more details). This bundle has no soft client and no Mobility (simultaneous ring – extension to cellular).

(1) SIP Business Line Features

The list below shows the set of business telephony supported features that enable an agency to handle most business communications requirements. Other SIP features can be explored on an ICB. The features with an asterisk (*) require Avaya system administrator enablement which must be requested.

Abbreviated Dial	Directed Call Pick-Up
Anonymous Call Reject	Direct Inward and Outward Dialing
Access Codes	Directory (Aura integrated)
Authorization Codes	Distinctive Ringing
Auto Answer	Do Not Disturb (aka Send All Calls)
Auto Dialing*	Enhanced Call Forwarding
Automatic Callback	Exclusion (Toggle on/off)
Automatic Route Select	Feature Access Codes
Bridged Line Appearances*	Hold Flashing Indicator
Busy Line/Lamp Appearances (aka Busy Line/Lamp Indicator) *	Hold Recall
Call Block	Hotline (aka Ring-down circuit)
Call Coverage (6 alternate numbers)	Hunt Group
Call Forward - All, Busy, No Answer and Deactivation	Idle Appearance Select
Call Forward – Selective (Nuisance calls)	Intercept Announcement
Caller ID – Incoming, Outgoing	Last Number Dial/Redial
Call History (aka Call Log)	Message Waiting Indication/Light
Call Hold/Un-Hold	Message Waiting Indication (2nd line)
Call Join	Multiple Line Appearances
Call Log – Return Call	Music On Hold (customer provided .wav file)
Call Park	Mute
Call Pick-Up	Paging through phone speaker
Call Status/Appearances	Redial (aka Last Number Dialed)
Calling Party Number Block & Unblock*	Ring-down circuit (aka Hotline)
Call Transfer	Self-programmable buttons (J100 Series)
Class of Service/Class of Restriction	Send All Calls (aka Do Not Disturb)
Conference – voice (6 party ad hoc)	Speed Dial Numbers
Consultation Hold	Team Button
Contacts	Teleworker/Remote Worker
Dial Intercom/Auto Intercom*	Transfer attended / unattended
	Transfer to voicemail

(2) SIP Inward / Outward Dialing

With each UC bundle, the resources and configuration needed to access PSTN Trunking is bundled into each UC user type. Please note that this capability is not delivering actual PSTN access with local / long distance minutes. The Customer/Partner must bring their own PSTN (SIP) Trunking access to the Avaya Data Centers supporting the Service.

(3) 6-Party Ad-Hoc Audio Conferencing

The default telephony 6-Party Audio Conference feature enables an ad-hoc conference from the phone for up to six (6) parties without going to the Power Tier of Service.

(4) Other Included Functions

- E.164 Dial Plan
- Device Access – 1 Device/endpoint per subscriber
- FIPS 140-2 validated encryption in transit and at rest

(5) Avaya Responsibilities

- Provide Customer with a station user spreadsheet. Up to three station template models and up to 3 profiles for Call (Class of) Restriction Capabilities provided. Customer populates.
- Setup voicemail for Customer-designated end users within stated boundaries.
- Provides 3rd-party certificates for all pure internet facing services & Customer WAN-connected interfaces.
- Implement Customer-provided certificates, if provided/required by Customer.

(6) Customer/Partner Responsibilities

The following are Customer/Partner responsibilities:

- Ordering Network Circuits, SIP trunks, WAN, and Internet to Avaya contracted Data Centers (DC's) in Culpeper, VA and Irving, TX.
- Ordering telco rack space in Avaya contracted DCs (if required)
- Providing user spreadsheet data (in an Avaya provided template(s)) and returning to Avaya no later than two weeks prior to Service Activation.
- Installing and maintaining all customer/partner provided routers; and
- Procuring, installing, and configuring supported SIP telephone sets.

(7) UC Basic Bundle Exclusions

The following are not included in the monthly price of this bundle:

- Network Circuits and SIP trunks.
- Hosting space in Avaya DCs.
- Local survivability.
- Migration of private data in an End User's phone (e.g., personal contacts, ringing levels).

The following are not available:

Avaya active directory integration to the Customer's active directory. End User station information is manually imported into the Avaya directory as part of the onboarding process to the Service. Updates to End User station information must be submitted by the Customer via the MACD process.

(8) Voicemail

Basic voicemail is available in the Basic feature bundle. Voicemail does not include message storage integration to Customer email system(s). Basic Voicemail provides the following:

A voicemail inbox for audio receipt sharing amongst other Subscribers of the same system.

Fax – Inbound/Receipt only – Add-on option at additional MRC
Voicemail mailbox limits per user are as follows:

- Maximum (minutes) of message storage – 100
- Maximum length (seconds) of a single voice message – 120
- Maximum length (seconds) per greeting – 60
- Number of days to store a message – 14

Note: Auto Attendant is not a standard feature. This functionality can be quoted as an ICB.

(i) Voicemail Telephone User Interface (TUI) Common Features

- Listen to Messages → Save/Delete/Review/Forward/Reply/Callback Sender
- Send a Message → Send/Record/Rerecord Message → Set Urgency Flag
- Call a Contact
- Change Location
- Record Greetings
- Listen/Set/Clear Numeric Password

(ii) Voicemail Exclusions

The following are not included in the Service:

- Migration of voice mails from legacy systems into Avaya OneCloud for Government voice mail
- Transfer and 'fit' of pre-existing voice mail recordings.
- IMAP integration.
- Use of Google Cloud or Customer's Exchange server for voice mail message store.
- Email delivery notification.
- Other email integration such as for Avaya Messaging notification services.
- Text or read receipt notification services.
- Reach Me services (requires CTI integration).
- Transfer configurations

b. Core UC Bundle

This user type builds on top of Basic Bundle adding in Unified Communication capabilities such as IM / Presence and the User Soft Client. Typically, this user type will address most desktop and mobile users in the Customer's organization.

(1) SIP Business Line Features

In addition to the features listed in the Basic UC Bundle, the following are added in this Core Bundle:

Extension to Cellular (a single number reach feature which doesn't require a smart phone and/or user client.

(2) Voicemail

Building on the Basic Voicemail features, the Advanced Voicemail features include the following:

- Reach Me (desktop rings to any phone designated by the subscriber via the voicemail portal before voice mail is left).
- Notify Me (after voicemail left, subsequent notification of left voicemail via email (optional WAV file attachment), SMS or system phone call to the mailbox owner).
- Fax – Outbound (Optional MRC)
- Transcription (Optional MRC)
- Voicemail-to-email unified messaging (SMTP forwarding)
- Voicemail Portal – Manage the above items

(3) Presence / Multimedia Messaging

Avaya multimedia messaging provides users of the Avaya User Client with a powerful tool to interact with other users over IM and efficiently handle multiple IM conversations with individuals or groups.

Detailed multimedia messaging End User capabilities are:

- Send & Receive all message content types.
- Record & send Media messages in client.
- Desktop Client experience: users see the paperclip and can use any options:
 - Record audio.
 - Record video.
 - Take a photo.
 - Attach a file; and
 - Image from clipboard (when there is something in the clipboard).
- Mobile Client experience: users see the paperclip and can use any options:
 - Record audio.
 - Record video.
 - Take a photo; and
 - Attach a file.

Note: Presence federation to other systems is excluded.

(4) User Client

User Client is the Unified Communications client that can be deployed on desktop or laptop computers running either Microsoft® Windows or Apple® Mac operating systems and mobile clients running on Android or iOS devices.

With the User Client solution, Avaya embeds communications directly into the applications, browsers, and devices your employees use every day to create a single, powerful gateway for calling, messaging, conferencing, and collaboration.

The following end user features are supported with this client:

- IM / Presence.
- Contact list.
- Call History (through SIP call journaling).

- Audio calling with audio conferencing for Power users.
- Video calling with video conferencing for Power users (see next section); and
- Web collaboration for Power users.

The following features are not included for the mobile client:

- Call history sync
- Call back; and
- Visual voicemail.

Please note that Avaya Soft/Mobile Clients have a subset of features supported as compared to SIP desk phones.

(5) Other Included Functions

The following are included in the monthly price of this bundle which Avaya provides:

- Configuration of Avaya Workplace and establishment of soft client deployment capabilities.
- Presence services with chosen soft clients.
- Instant Messaging (IM) services with Avaya Workplace or compatible Avaya SIP phones.
- Multiple device access (up to 3 endpoints per user) enabled.

(6) Core UC Bundle Exclusions (builds on what's not included in Basic)

The following are not included in the monthly price of this bundle:

- Federation with any Customer 3rd party presence or IM services.
- Deployment of Avaya soft clients to Customer's end users; and
- Avaya soft client configuration with Office 365/Google Apps.

c. Power UC Bundle

This user type builds on top of the Core UC Bundle capabilities adding in the Virtual Meeting Room entitlement. This adds a subscription-based Virtual Meeting Room for Audio/Web/Video collaboration.

(1) Included Audio Conferencing Features

The following features are included in the monthly price of this bundle which Avaya provides:

- Reservation-less "Meet-me" audio conference bridges with security code access and the ability to launch the bridge from any phone anywhere.
- Up to 25 parties' audio only bridging is standard.
- Provides a single PIN for the host and a separate PIN for attendees.

Controls available in Audio conferences from the dial pad via DTMF:

- Start/Stop Moderating
- Mute/unmute
- Play participants list summary
- Help
- Terminate meeting
- Lock/unlock meeting
- Mute/unmute all lines except yourself

(2) Included Web Collaboration Features

The following features are included in the monthly price of this bundle which Avaya provides:

- Power Point Presentation Mode.
- Desktop and Application Sharing.
- Whiteboard
- Chrome tab sharing (if using the Chrome browser)
- Stream video from presenters.
- Discussion Window. (Public and Private Chat)
- Roster Display with indication of who is talking.
- Share control.
- Control Audio – mute participants (host).
- Single Set of Login Credentials.
- Meeting Controls:
 - Add someone to call (out calling, if enabled)
 - Meeting and Client Info (dial in info, save logs/chat, version info of app)
 - Set Lecturer (change who may present and mutes all other lines)
 - Grant Request (allow access when session is locked)
 - Mute (all or specific participants)
 - Raise Hand (to ask a question when in Lecture mode)
 - Disconnect (selective)
 - Lock Meeting (secure meeting to existing participants)
- Sort Filters
- Total participants display
- Elapsed duration of session display

(3) Included Video Collaboration Features and Avaya Responsibilities

The following features are included in the monthly price of this bundle which Avaya provides:

- Avaya video endpoints supported.
- Other video endpoints are supported as an ICB project.
- Maximum 25 parties per virtual meeting room (VMR).
- Video activation in Avaya Workplace Client.
- Unified audio/video features include initiate call, transfer, forward, conference, hold, mute, and call coverage.

4. Basic Contact Center (CC) Voice Bundle

The following details are specific to this bundle. The Basic CC Voice Bundle is built on top of the Core UC Bundle in Section 3.b.

Note: For any solution making use of Basic Voice CC reporting, the Web Client is the only client supported with Avaya OneCloud for Government.

a. Avaya Responsibilities

Avaya includes the following in the monthly price of the Basic CC Voice Bundle:

- Design and configure Customer's contact center to support up to 4,000 agents and voice media contacts
- Create an approved Solution Design document that includes all data captured during a single (1) remote data gathering session. Design may include the following configurations:
 - Up to 4000 agents (actual numbers based on Order quantity)
 - Up to 400 Supervisors (actual numbers based on Order quantity)
 - Up to 1 Language (English is default)
 - Vectors, VDNs, Skills, and Reason Codes to support Solution Design.
 - 1 IVR port for every 2 Agents subscribed entitlement

b. Customer Responsibilities

The following are Customer responsibilities:

- Order Network Circuits, WAN, Internet, and SIP trunks to Avaya provided data centers (DCs) in the Washington, DC area and Irving, TX.
- Order hosting space from Avaya (if Customer requires hosting space in Avaya DC).
- Distribute Avaya Agent soft client to End Users.
- Complete and return CC reporting provisioning workbook to Avaya.
- Provide DRM-free compatible music source or recorded music as .wav file(s) for configuring queuing music.

For IVR prompts:

- Provide the required voice messages as .wav files.
- These messages include:
 - Opening hours for each day of the week and for public holidays for each routing workflow, with a message being played to the caller if calling outside of opening hours or during a public holiday. Messages are country/language specific.
 - Opening hours messages to be in local language(s) for each country,
 - Opening hours to be administered by Avaya through Change Management process.
 - Manually activate exceptional closure process.
 - Opening hours for each day of the week and public holiday; and
 - A process for exceptional closure is configured to cover the scenario in which no agents are available to take calls during opening hours.

c. Not Included

The following are not included in the monthly price of the bundle.

- Network Circuits and SIP trunks
- Customer hosting space in Avaya DCs (if required)
- *Migration of existing premise-based Contact Center programming
- *Reporting for the stop/start call recording function
- *Custom report development.
- *Custom report migration.



- *CMS data migration.
- *CC Elite Call flow migration.
- *Transfer and ‘fit’ of pre-existing reports (i.e., CMS reports) and/or compliance recordings
- *Export of contact center reporting data to a customer business intelligence tool
- *Interconnection to external CRM applications (i.e., SFDC);
- *3rd party integration (e.g., 3rd party call control).
- Custom integrations to tie together, in a unique record, the customer’s various phone numbers, email addresses, and other digital channel ID’s.

*Asterisked items may be separately scoped and priced by Avaya Professional Services.

5. Contact Center Bundles

This table details the Avaya OneCloud for Government Basic CC Bundle available to the Contact Center as a Service (CCaaS) Customer for identified groups of Agents.

CCaaS Service Elements	Basic Voice CC
SIP Voice Features + VM	•C
Skills-Based CC Routing	•
CC Reporting Platform	Voice Call Mgt System
CC Reporting Channels	Voice
Avaya Client	•
Allocation of Supervisors (Admin Only). 1 Supervisor per 10 Agents ¹	•
IVR ports (1 port per 2 Agents entitlement)	•

¹ Supervisors are contact center users which only work with CC reports and perform administrative duties associated with the contact center, but do not participate in live calls / sessions. Supervisors are not billed as agents.



a. Bundle Options and Add-Ons

This section provides an overview of the options and add-ons that are available to be added to the Avaya OneCloud for Government CCaaS Bundles available to the Customer for identified groups of End Users. (Subscribers).

Separately Priced Add-Ons	Basic Voice CC
Avaya Supported SIP Phones	○
Avaya Supported H.248 Gateways	○
NG911 Sentry™ – Silver Bundle (Required Separately Priced Add-On applicable to CCaaS agents)	○
NG911 Sentry™ - Gold or Platinum Bundle (Optional Separately Priced Add-On applicable to CCaaS agents)	○
Cross-Connects in Avaya DCs (Required Add-On)	○
Customer hosting space in Avaya DCs	○
Avaya Network Readiness Assessment (NRA) (required per site)	○
Custom Priced Add-Ons	
Call Back Assist	○
Proactive Outreach Manager (Voice)	○
Recording/Quality Monitoring/WFM/Analytics w/ or w/o transcription (see Section 5.b for more information)	○
IVR Natural Language Speech Recognition	○

Package Key	Symbol
Included in I / Bundle	●
Separately Priced on an Individual Case Basis (ICB)	○

b. CCaaS Add-Ons

The following CCaaS Add-Ons listed in Sections 5.a through 5.e are priced separately.

(1). Workforce Optimization Tools

Workforce optimization tools are available as an add-on for customers who require integrations for their CCaaS instance. Avaya will deploy Third-Party Software offered by Calabrio™, to provide the following functionality:

- Call Recording with standard 90-day retention
- Advanced Quality Management

- Workforce Management
- Analytics with or without Transcription
- Calabrio™ bundles will be quoted for an incremental price with the Service for US-based End Users.

(2) IVR (Interactive Voice Response)

Self service functions begin with the IVR as a platform and extend additional functions detailed in the subsections below. Avaya OneCloud for Government IVR is a web services based, highly scalable, highly reliable platform that delivers enterprise-grade automated inbound and outbound multi-channel capabilities that include mobile, voice, and text-based channels such as email and SMS.

It delivers enterprise-grade multi-channel self-service utilizing the latest standards:

VXML – Voice XML for self-service dialogs

CXML1 – Call Control XML for telephony control

SRGS/SISR – Speech Recognition Grammar/Semantic Interpretation for automated speech recognition

MRCP – Media Resource Control Protocol for controlling speech servers

SIP/H.323 – for telephony control

WSDL/SOAP – for providing communication services through a web-service interface

HTML5 – for mobile web integration

gRPC – for integration with the Google Speech and Google CCAI Dialogflow API

It provides comprehensive built-in reporting and management features and allows developers to quickly create custom applications using the Avaya Orchestration Designer (AOD)

(3) Speech Enablement

Natural Language Speech Recognition (NLSR) for Automatic Speech Recognition (ASR) and Text-to-Speech (TTS) conversion is an available option for the IVR to enhance the caller experience and reduce caller fatigue navigating IVR touch-tone menus.

(4) Call Back Assist (CBA)

Avaya Callback Assist give callers into Customer's contact center greater control over their interactions by offering estimated wait time information and the option of having their calls returned. CBA is a separately priced option. In addition, an Avaya Professional Services quote is also required to quote installation/implementation.

(5) Proactive Outbound Calling

Proactive Outbound Calling integrates with the Basic CC Voice Bundle in Section 4 to offer agent functionality such as agent blending, pacing, callbacks, conference calls, and call transfers.

Proactive Outbound Calling is a separately priced option. In addition, an Avaya Professional Services quote is also required to quote installation/implementation.

6. Enhanced Emergency Calling – NG911 Sentry™

NG911 Sentry is available in the US and for locations using North American Numbering Plan.

Avaya architected, tested, and deployed a Third-Party Service, called Sentry™ offered by Avaya DevConnect Partner, 911 Secure™, with the Service to address US Legislation: Kari's Law and Ray Baum's Act. The legislation requires manufacturers and providers such as Avaya to provide Customer's location for "fixed" devices:



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Direct Dial Access to 911 (no access code required);
 Direct Routing to 911 PSAP (no local intervention).
 Onsite Notification; and

The identification of “dispatchable location” information which includes the street address of the calling party, and additional information such as room number, floor number, or similar information necessary to adequately identify the location of the calling party.

The NG911 service routes 911 calls made from a hard or soft phone to the End User’s appropriate U.S. Public Safety Answering Point (PSAP). In addition, the solution provides the Customer with two options that a 911 event is occurring – email and texts to Customer provided distribution list and PC screen pop notifications.

The NG911 Sentry™ Silver Bundle will be quoted for an incremental price with the Service for US-based End Users (Named UC users and Named CC agents). If the Customer requires 911 notification filtering by location, the Gold and Platinum bundles are available.

NG911 (US Only)	Description	Measure	Unit
NG911 Silver Bundle – Minimum requirement	Adds NG911 Sentry™ to the Service, tracking location of Customer’s hard and soft client endpoints and providing customer with onsite notification (email, texts, and screen pops). No onsite filtering of PC screen pop notifications.	Provisioned Station	Usage –Monthly Peak
NG911 Gold Bundle - Option	Builds on NG911 Silver Bundle adding up to 20 onsite notification filters.	Provisioned Station	Usage –Monthly Peak
NG911 Platinum Bundle - Option	Builds on NG911 Silver Bundle adding unlimited onsite notification filtering.	Provisioned Station	Usage –Monthly Peak

The following table lists features of the NG911 Sentry bundles:

	Silver Bundle	Gold Bundle	Platinum Bundle
Voice Positioning Center (VPC 911 Call Routing)	•	•	•
Nomadic Soft Client Tracking (companion application)	•	•	•
933 Test Calling	•	•	•
On-Site Notification via Email and Text Messages	•	•	•
On-Site 911 Notification Filtering via Screen Pop (companion application)	No location notification filtering Customer accepts all locations receive all onsite alerts when a call is placed to 911.	Yes, 20 domains Up to 20 Customer sites receive distinct onsite notifications when a call is placed to 911.	Yes, unlimited domains Multiple Customer sites receive distinct onsite notifications when a call is placed to 911. 20+ sites need to receive distinct onsite notifications.

a. Soft Client Users

Soft Client users have an additional software application running on their Windows/macOS device (companion application) that monitors state changes, flagging a potential location change. This application should be loaded on all personal computers that have softphones which can be used on or off the corporate network. Avaya provides an image of the software for deployment by the Customer on Customer provided devices. The device specifications are:

Microsoft Windows

Processor: Intel Pentium 4 or later that's SSE2 capable
 Memory (RAM) 512 MB or more
 Hard Disk 160 MB for the application
 Operating System Windows 10 (The ARM version of Windows is not supported.) .NET Framework 4.7.2 or higher

Apple macOS

Processor:64-bit Intel processor
 Memory (RAM) 512 MB or more
 Hard Disk 160 MB for the application
 Operating System: macOS version 10.9+

For soft phone users, the companion application autodetects 'state' changes in the user's device and presents the user with a confirmation window to select or confirm their current address outside of the corporate environment (at a hotel, their home office, etc.). This is facilitated by the service using geo-location functions to prompt the user to confirm their location or to enter a different one if the geo-location is not able to function due to network issues.

Important Note: If the Customer wants to deploy the companion application to remote/nomadic workers (agents or users), the Customer must provide DID numbers for each remote worker. If the remote agent or user is only equipped with an extension, the location of the agent/user cannot be pinpointed.

DISCLAIMER: It is important to note the End User MUST enter/validate their correct location when the companion application is deployed to ensure that emergency responders can reach them if needed.

(1) IP Hard Phone Location Tracking

Movement of the Customer's IP hard phones can be tracked via two methodologies:

- **MAC Addresses.** This is the most granular tracking method and requires the Customer to provide a MAC-address-to-physical-location-mapping for each individual phone to Avaya for onboarding End Users to NG911. In addition, this approach will require the Customer to submit MACDs to Avaya every time an End User moves their phone location or when a device must be replaced due to malfunction.
- **IP Subnet Addresses.** This tracking method is recommended if granular tracking is not required by the Customer. The primary benefit of this approach is that the Customer will not need to submit MACDs to Avaya when an End User moves their phone location. In order to determine if this approach is feasible, Avaya will need to meet with the Customer to review the Customer's subnet mapping vis-a-vis the Service.

This is dependent on the Customer providing clear, consistent, and accurate details on MAC addresses or IP subnet addresses that support specific buildings, floors, cubicle, etc.

b. 933 Test Calling

NG911 also includes 933 test calling. Rather than having to make a live 911 test call ending at the local PSAP and letting them know it is a test call, the Service can be configured so that dialing 933 routes to a PSAP simulator to test 911 calls. The PSAP Simulator reads back the phone number and address that would have been presented to the PSAP.

c. On-site Notification

NG911 Sentry provides two methods for on-site notification: 1) Screen Pop alerts on Customer provided PCs and 2) Text & Email alerts to a Customer provided distribution list.

(1) Screen Pop Alerts

NG911 provides an Onsite Notification screen pop-up on a PC where the software is installed. The On-site Notification Screen Pop-Up Alerts are available for up to 10 devices whenever a user places a 911 call. This application should be loaded on all PCs that will be used to monitor Emergency Calls activity.

Avaya (or 911 Secure) provides an image of this software for Customer deployment on Customer provided devices. Device hardware and software specifications are:

Processor: Dual Core 2.5GHz or Higher

Memory (RAM): 4GB or more

Hard Disk: 6MB for the application

Operating System: Windows 10 with .NET Framework 4.7.2 or higher

The On-site Notification Screen pops provide the location of the caller at the granularity of tracking used and can pop up a browser page to other Customer-provided links such as to IP cameras, maps of the building, temperature sensors, etc.

(2) On-Site Notification Text & Email Message Alerts

At the same time any screen pops are triggered, NG911 can also generate 911 alert emails and text messages to be sent with the location of the 911 caller to a distribution list provided by the Customer. Text messages are using email as a vehicle. The total field length is 200 characters, so if many email addresses are needed for recipients, an email distribution list is required. A comma or semicolon separates the list of destination emails. For users to receive global email alerts as text messages, simply use the users cell phone number and their carrier's SMS email domain. The major carriers are listed: Verizon: number@vtext.com; AT&T: number@txt.att.net; T-Mobile: number@tmomail.net;

(3) On-site Filtering Notification for up to 20 locations or Unlimited Domains

On-Site Filtering enables identified Customer End Users to receive only 911 alerts from within specific emergency zones defined by the Customer. This is useful when an End Customer has many sites and does not want or need all sites to know when a 911 call is placed from every site. With filtering in place, when a user located at site "A" makes a 911 call, only people within site "A" and maybe a centralized security office receive the On-site Notification Screen pops. All other sites can be set to not receive any alerts. If the End Customer wants to "filter" notification to individual locations, there are two NG911 options available for an incremental price 1) NG911 + up to 20 locations filtering (the Gold bundle) and 2) NG911 + unlimited filtering (the Platinum bundle).

d. Provisioned and Un-Provisioned Calls

Avaya supports 911 call routing for provisioned and un-provisioned calls.

Provisioned calls are calls for which the caller's address has already been provisioned in the Avaya NG911 Service. For calls that have properly loaded and validated addresses, Avaya delivers the call to the VPC which routes to the correct PSAP and delivers the address even if the caller cannot relay that information.

Un-provisioned calls are calls for which the caller's address has not been successfully provisioned in the Avaya NG911 Service. The location may not be set for several reasons. It could be the End User intentionally circumvented the NG911 Service to not report location, or it could be a new user where the location has not been established yet. With un-provisioned calls, the caller must be able to relay their address information successfully to the 911 Emergency Control Center (ECC) for the call to be successfully routed to the correct PSAP. The ECC member must stay on the line until the call is connected to the PSAP. When the call connects to the PSAP, the ECC member must relay the caller's address information and then remain on the call until the PSAP operator has successfully established contact with the caller and confirmed transfer of the call to their control. If the caller hangs up or is unable to speak to the ECC member, NG911 Service is not able to successfully connect the call to the correct PSAP and deliver the caller's address

e. Service Exclusions

The following are exclusions and not provided with the Service.

(1) Avaya Mobile Client

When using the Avaya Mobile client for Android and/or iOS, the Mobile client will force emergency calls to the native cellular dialer. If the user is in a location where no cellular voice reception is available, the call will not get to the PSAP.

f. Avaya Responsibilities

The NG911 Sentry software has been architected and tested with Avaya OneCloud for Government for the cloud environment. Avaya responsibilities include:

Hosting Sentry E911 (NG911 Sentry) application on virtual servers within the Avaya OneCloud for Government Avaya US data centers. The Customer does not need to source or install servers to support NG911 Sentry on premise or the application software. This application is the main database component of the NG911 Sentry solution and manages the other individual components such as On-Site screen pop notification.

Supporting updates for the NG911 Sentry application hosted on Avaya provided and managed virtual servers. Avaya, as part of the overall support for Avaya OneCloud for Government and NG911 Sentry, supports software updates.

Uploading Customer's IP telephone numbers, phone MAC addresses and location data into the NG911 database.

Registering Customer locations in the VoIP Positioning Center (VPC) servers.

Assigning client Emergency Location Identification Numbers (ELIN); and

Delivering the thick client software (e.g., companion application and onsite notification client) for Customer deployment on Customer provided devices.

g. Customer Responsibilities

Customer responsibilities include:

Providing DID numbers for agents or users working remotely if the Customer is using the companion application. When working from home, if the agent or user is only equipped with an extension, the location of the agent/user cannot be pinpointed.

Providing a list of NG911 stakeholders and contacts who have a thorough understanding of the Customer's business and technical environment.

Verifying and completing the necessary forms and questionnaires provided by Avaya. These forms are strictly for gathering the location data of the hard phones which correlates each phone's MAC address to its physical location (e.g., floor, room and cubicle, IP ranges, and associated Emergency Response Location (ERL) /Emergency Line Identification Number (ELIN) values);

Providing Network Diagram if available.

Installing the NG911 thick client applications (companion application and onsite notification clients) on Customer provided device for each End User who may be using Avaya's PC-based soft client.

Ensuring the companion application(s) and/or onsite notification client(s) are working for End Users.

Providing onsite representation to support local notification testing at each of the locations. Testing includes notification of onsite first responders via the onsite notification client when an emergency call is dialed.

Providing End Users training on 911 calling. Examples of items the Customer should train End User on include:

Submitting MACD tickets in advance to update their hard phone location if the phone location is moved or replaced due to malfunction; and

Ensuring that the End Users validate and provide their current location when working remotely (if the Customer has deployed the companion application and DIDs to their remote worker).

7. Emergency Services Disclaimer

If the Customer does not configure an emergency response location for a US-based End User with NG911 Sentry which is incorporated into Avaya OneCloud for Government a 911 call may default to a wrong customer's address or remain unregistered. Moreover, if the Customer's broadband connection, PSTN service, or electrical power fails or is temporarily suspended or interrupted, or any other issue interrupts Customer's network or geolocation service, the Service (including emergency calls) shall also fail. Avaya is not responsible or liable for any issues or claims arising from such failures.

8. Service Platform

The Avaya Service Platform used to provide the Service consists of Avaya provided hosting, hardware, software, installation, and ongoing management of the Service. The Service includes:

Dedicated (private) Avaya UCaaS/CCaaS application instance for Customer's use of the Service on a shared infrastructure.

The Service Platform will be hosted on the Avaya cloud infrastructure deployed in geo-redundant data centers, setup. The Avaya Order will list the specific DCs supporting the Service.

The data centers used by Avaya OneCloud for Government meet the FedRAMP requirements for a Moderate impact level. The data centers also operate in accordance with Avaya safeguards and security policies.

The Avaya cloud infrastructure includes all the infrastructure components (virtualization, compute, storage, network, firewalls, and other components) required to host the Service Platform.

The Service is hosted on the shared, geo-redundant, high availability (HA) (this means locally redundant applications), Avaya cloud infrastructure; one data center is active and primary, and one is secondary and standby.

Infrastructure includes network links (using Avaya IP Addresses) between Avaya provided data centers for the purpose of a synchronization path between the primary and backup DCs.

Avaya software and associated installation services for the Service.

Management and maintenance of the Service.

SIP connectivity.

Connectivity modes:

- SIP trunks between the Service Platform and the PSTN; and
- Line-side connectivity: connectivity between the Service Platform and Customer's network and/or the internet.

Support for Customer provided Avaya H.248 G430 and/or G450 Gateways that are compatible with the Service, Avaya will:

- Create and maintain records.
- Identify, schedule, and remotely deploy firmware updates to Customer provided Avaya G430/G450 gateways and SBCs.
- Remotely monitor compatible gateways.

a. Service Exclusions

The Service does not include:
Support for non-E.164 Dial Plan.
Development / migration of customer custom applications.
Individual IT Security assessments, audits, and customizations.
Off-board hosting for any non-Avaya application required to be connected via Avaya OneCloud Private API; and
End User instructor-led training.

9. Customer Responsibilities

The following identifies Customer responsibilities in addition to the items described with the bundles and add-ons.

a. FedRAMP Authority to Operate

It is the Customer's responsibility to issue the FedRAMP Authority to Operate (ATO) for the Service they are using according to the FedRAMP Program Management Office (PMO).

b. Connectivity to Data Centers

The Customer is solely responsible for contracting and providing the SIP inbound/outbound trunks, WAN connections, and/or internet network connectivity (including network security) required by the Avaya OneCloud for Government Service Platform to provide the Service to Customer. Customer shall provide or contract directly with third party telecommunications service providers for all connectivity for incoming and outgoing calls, emails, chats, etc., as well as for routing of calls to and from End Users and callers.

SIP based PSTN connectivity service providers must be certified under the Avaya DevConnect program. The list of Avaya DevConnect program certified service providers can be provided upon request.

Customer has the option to connect Customer's network to the Service Platform using MPLS, Internet or SD-WAN.

Premise based TDM trunks.

Cross-connects in the Avaya DCs are incrementally priced to the Customer and a required element. Non-Recurring Charge (NRC) is billable to Customer with Order. A monthly recurring charge (MRC) is billable when cross-connects are established and Avaya notifies the Customer.

Customer hosting space in Avaya DCs is incrementally priced to the Customer (if required). Non-Recurring Charge (NRC) billable to Customer with Order. Monthly recurring charge (MRC)



billable when space is available to Customer and Avaya notifies the Customer. Billed on per RU (rack unit) consumed.

c. Gateways

Gateways must be procured separately by the Customer if required. Gateways will be located at remote, non-DC locations. Customer provided gateways, SBCs, and ATAs (“Devices”) can only be used in connection with the Service if such Devices are compatible. Compatible devices are Avaya H.248-based G430 / G450 premises gateways.

Supported

All Avaya G430 and G450 chassis – Vintage 1, 2, and 3 – are compatible with the edge friendly gateway solution feature.

Only DSP models MP40, MP120, and MP160 are supported

The firmware for the gateways must be upgraded to 8.1.12 or above for edge friendly gateways.

Not Supported

MP10, MP20, and MP80 are not supported in the new edge friendly mode.

G650 is an end-of-life product, will not be enhanced to support this new edge friendly mode.

In addition, Gateways must comply with the following eligibility requirements:

Installed by Avaya or its respective authorized channel partners.

Covered by a support agreement between Customer and Avaya that has not expired earlier than 90 days before the Order Effective Date except for those gateways that have been installed within this 90-day period and ensure that throughout the Term of the contract, the devices are covered under a support agreement; and

At a hardware and firmware release compatible with the Service Platform.

Customer must provide the type/make, location and IP address information for the Devices

d. Hard Phones & PCs

The Customer or Avaya partner must: purchase, provision and install all required phones or purchase Avaya Device as-a-Service (DaaS). The Customer is also responsible for any required fees for firmware updates or vintage upgrades excluding soft clients that are included as part of the bundles that are compatible with the Service.

Avaya supports compatible Avaya phones that support SIP, MAC level detail and TLS 1.2. to be connected to Avaya OneCloud for Government.

Note: Avaya DECT wireless phones except for the B169 phone are not supported today.

The following Avaya devices are supported by the Service: (asterisked items are the supported devices for CC agents)

Avaya IP Phone J129 (End of Sale (EOS): Mfg HW/SW support ends 6/14/2024.)

Avaya IP Phone J139

*Avaya SIP Phone J159

*Avaya SIP Phone J169 (EOS: Mfg HW/SW support ends 3/08/2024.)

*Avaya SIP Phone J179

Avaya IP Phone J179-TSG

*Avaya SIP Phone J189

Avaya B169, B179, and B199 SIP Phones

Avaya Vantage 3 - minimum firmware version 3.1 (includes K175 and K155).

Customer must provide PCs that meet the specifications applicable for the relevant Endpoints that are soft clients.



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In conjunction with compatible Avaya Edge Friendly gateways G430/G450, the following phones are supported:

Analog Phones:

All 2500 style analog phones.

Note that some phones may offer features that are not 100% compatible with line quality.

DCP Phones:

The officially supported Digital phones are:

14xx series: (models 1403, 1408, 1416) (End of Sale but still supported)

94xx series: (models 9404, 9408)

Note: The Digital sets are a mature design and the features have remained the same for many years. If a Customer deploys older Digital 2-wire phones such as the 24xx, 64xx, and 84xx series, these station sets should operate correctly. Avaya does not continue to perform integration testing with these older series of Digital sets as a matter of standard business practice.

All Avaya products follow the Avaya Product Lifecycle Policy inclusive of all TAA-compliant products. When a product is announced to be End of Sale, it begins a one-year period until it reaches End of Manufacturer Support. During this time, Avaya will provide software maintenance, patches, and other necessary fixes as are deemed feasible and necessary.

After this period, the Extended Services Support Period begins. Extended Services Support is only provided to Avaya customers purchasing Avaya support services for the affected Product. This extends Tier 3 support access to personnel, tools, and documentation. IT does not extend to Tier 4 support, corrective content, or expanded root cause analysis.

After the Extended Services Support period is the Remote Only Support period which, when applicable, is followed by the Indefinite Access period. These periods offer no onsite support and very limited technical support options and a reduced level of overall support coverage.

Throughout the term of this SD, the Customer is responsible for ensuring that Endpoints purchased by the Customer are:

Eligible for Manufacturer Support in accordance with the Avaya Product Life Cycle policy (available at: [Product Life Cycle Policy](#)); and

Used in accordance with the relevant release notes, other specifications, and details as can be found at: <http://support.avaya.com>.

e. Network Readiness Assessment

The Service requires a Network Readiness Assessment (NRA) to be performed by Avaya, the Customer or 3rd party. Each Customer site requires an NRA. The results of the assessment must be provided to Avaya demonstrating a completed assessment and passing results that are based on the standards defined in the Avaya Network Readiness Assessment Policy (which can be found at: [Network Readiness Policy](#)). The policy documents acceptable and recommended values/status for the following metrics:

One-way Network Delay.

Network Jitter.

Network Packet Loss (Voice).

Network Packet Loss (Video); and

QoS Enabled and consistently configured across the entire network.

(1) Avaya Network Readiness Assessment

An Avaya Network Readiness Assessment is not included in the rate card pricing. If the Customer chooses Avaya to perform the NRA, Avaya pricing to perform an NRA is on a per site, per network basis, and is limited to a single NRA test. If Avaya performs the NRA, a detailed report, generated at the completion of the assessment will provide recommended actions to improve the network's performance. Avaya finalizes the design based on the results and recommendations of the NRA.

The Customer will ensure that, throughout the initial Term or any Renewal, Customer's network complies with the Network Requirements.

(2) Non-Compliance Consequence

If Avaya determines that Customer's network does not comply with any Network Requirement then, until such time as all Network Requirements have been met and compliance evidence provided to Avaya in accordance with the Network Readiness Policy, Avaya will aim to continue to provide Service subject to the following limitations and exclusions:

Service Levels and associated Service Level Credits as detailed in Section 12.e will not apply. In certain cases, Avaya may not be able to restore normal service operation where the Service is not impacted by an incident or resolve functionality issues until such time as Customer has upgraded, reconfigured, or otherwise ensured that its network infrastructure complies with the Network Requirements.

f. Additional Exclusions

Any H.323 Endpoints.

Non-E.164 Dial Plan.

Development / migration of customer custom applications.

PSTN / PTT (local / national phone) network interconnect.

Network Time Protocol; Dynamic Host Configuration Protocol; and

Domain Name System.

Individual IT Security assessments, audits, and customizations.

Routers or Data Center Space to house Customer Routers in Avaya contracted data centers.

POTs lines.

Off-board hosting for any non-Avaya application required to be connected via Service API; and

End User instructor-led training.

g. Customer Systems

The Customer is responsible for ensuring:

Customer's network and all Customer information systems, hardware and software that are required under the Order are available and operating in accordance with their specifications; and

Customer's network and Customer information systems, hardware and software that are required under this Order are free from and adequately secured against malicious software such as viruses (e.g. worms, Trojan horses, trap doors, time, logic bombs, or corruptive or disabling codes) and routines, unauthorized access, intrusion, or attack.

10. Third (3rd) Parties and Supported APIs

The following section describes integration options from a customer premises 3rd party systems into Avaya OneCloud for Government.

Avaya OneCloud for Government integrations using current Aura interfaces (e.g., AES TSAPI) are supported through a custom Avaya Professional Services (APS) engagement for an incremental

price to the customer. These integrations are not rate carded. Due to the varying nature setups and specific technical requirements that need to be met, all integrations require an APS review prior to implementation to ensure the solution will meet the required needs of the customer.

Integrations that use Avaya application (such as AES, CMS, POM) connections to external system integrations require an APS evaluation, consultation, scoping, and pricing. Call control, Agent data and other integrations are provided via this approach. Avaya OneCloud for Government secures connections into the Avaya container using Session Border Controllers, Application Delivery Controllers, and integrations into the container will be required to integrate through these secure devices.

a. Supported Integration Interfaces

Unless otherwise stated all integration interfaces support fail over to the secondary DC in the event if primary DC is unavailable.

The integration will be provided via the customer facing private Avaya OneCloud for Government interface, not the internet facing interface. Supported feature integrations interfaces include:

(1) AES based interface TSAPI

TSAPI interfaces presented on the customer facing interface from Avaya OneCloud for Government for integration with on-premises applications that use that interface must use TLS 1.2 and latency should be < 100ms. Applies to Avaya OneCloud for Government UCaaS and CCaaS.

(2) AES DMCC 3rd Party Call Control

DMCC 3rd party call control interfaces presented on the customer facing interface from Avaya OneCloud for Government for integration with on-premises applications that use that interface must use TLS 1.2. Applies to Avaya OneCloud for Government UCaaS and CCaaS.

(3) CMS ODBC client access

Allows customer client access CMS database from customer premises - connection must adhere to Avaya OneCloud for Government security standards. Applies to Avaya OneCloud for Government CCaaS.

(4) CMS real time connector, TCP socket and SFTP for CMS data transfer

Allows customer client access to CMS data from customer premises - Connection must adhere to Avaya OneCloud for Government security standards. Applies to Avaya OneCloud for Government CCaaS.

b. Not in Scope

AES DMCC 1st Party Call Control – if this is required a feasibility engagement with Avaya shall be required prior to deployment

c. API Security Considerations

These are general capabilities supported by Avaya OneCloud for Government supported APIs:

TLS 1.2 (TLS 1.3 where supported) for API integrations unless otherwise stated

Industry best practice secure cipher suites supporting Perfect Forward Secrecy (PFS)

Denial of Service protection on public facing services

- New connection throttling based on source IP
- HTTP URL validation – protection against malformed URLs – malformed URLs are discarded

- HTTP header validation – incoming packets are inspected for valid headers; invalid headers are discarded
- Whitelisting and Blacklisting based on:
 - Source IP or subnetbb.
 - Geographical Country of source IP connecting to the service

Access to APIs can be limited to specific IPs or subnets and or certain IP ranges excluded from access.

Web API Whitelisting - Access to APIs can be limited based on:

- Allowed URL paths
- Allowed URL parameters

Access to the API must meet configured path and parameter rules to be granted access to the API.

Web API - authorization decision

- API access is authenticated by Avaya OneCloud™ Private

Other options available for Avaya OneCloud™ Private:

- Bandwidth throttling options on individual connections or services, if required, on both ingress and egress from Avaya OneCloud™ Private DCs

11. Security & Compliance

a. HIPAA Compliance

Unless agreed upon in writing, Customer agrees that it will not introduce Protected Health Information (as defined in HIPAA, PHI) into the Service for any purposes and shall indemnify, defend, and hold harmless Avaya against all actions, claims, losses, fines, penalties, damages, and expenses (including reasonable attorneys' fees) arising out of Customer's use of the Service with PHI.

b. Safeguards and security policies

Avaya will develop and maintain a FedRAMP Moderate authorized platform for delivering the Service. As part of maintaining the Authority to Operate (ATO), Avaya will develop, test, and maintain data privacy and security controls, including associated processes and procedures. Moreover, Avaya will conduct risk assessments and protect Service assets and data in accordance with the specifications established by FedRAMP Moderate Security control baseline and as authorized by Agency Sponsor.

Notwithstanding the foregoing, Customer acknowledges that Customer is responsible for its portion of the privacy and security inside the Service and that the Customer will establish and, throughout the Term in the Order, maintain the policies, processes, and controls that prevent introduction of viruses into the Service Platform or unauthorized access, disclosure, alteration, or destruction of Customer Data and/or data used by Avaya in the performance of the Service through actions of End Users and Customer in how the Service is used.

c. Password Management

Avaya will change system level passwords for the Avaya OneCloud for Government Platform on a recurring basis in accordance with the Avaya safeguards and security policies. Avaya will retain



ownership and full control of all passwords to any Avaya-owned equipment and will not provide such passwords to Customer.

d. Customer Data

Customer data will always remain the property of the Customer.

Upon termination or expiration of the Order Term, Avaya will delete any end Customer data stored on the Service Platform, Avaya systems, other devices, or media in accordance with Avaya safeguards and security policies and procedures. In keeping with Avaya safeguards and security policies and procedures, Avaya protects client information system media until the media are either destroyed or sanitized using approved equipment, techniques, and procedures upon the end of a contract between Avaya and the Client.

Alternatively, if so, requested in writing by the Customer, Avaya will retain specific Customer Data for a period of time using reasonable commercial efforts to meet the Customer's request. Unless the Parties expressly agree otherwise in writing, Avaya is not in any way obligated to store Customer data following termination or expiration of the Term. In the absence of such agreement in writing, Avaya reserves the right to delete Customer data within reasonable time frames following termination or expiration of the Order initial Term or Renewal. Avaya deleting, or not deleting, Customer data will always be subject to local law.

For the avoidance of doubt, Customer can access and retrieve Customer data which may contain personal data, such as call recordings, at any time before the termination or expiration of the Order initial Term or Renewal and for a period of fifteen (15) days after such termination or expiration.

12. Service Delivery Stages

a. Service Delivery Stages

Avaya will provide the Service in the following stages:

Delivery Stage	Description
Service Activation	<p>Definition and commencement details of Service Activation are listed in Section 12.d.</p> <p>In this stage, Avaya will provision and configure the Avaya OneCloud for Government Platform that enables the contracted Service (e.g., the UC/Basic CC Voice bundle and NG911 Sentry).</p> <p>When the Platform and Service Bundles are available for End User onboarding, this stage will conclude on the Service Activation Date.</p> <p>During this stage the Customer will:</p> <ul style="list-style-type: none"> Contract and provide connectivity to Avaya Data Centers as detailed in the previous Section 8.b. Collect and provide End User data to Avaya using Avaya provided standardized templates.
Service Transition	<p>This stage starts on the date End Users will be onboarded to the Service in accordance with the Project Plan. End Users associated with the UC/Basic CC Voice may be onboarded to the Service in groups or by site as agreed to by Avaya in the Project Plan.</p>

Delivery Stage	Description
Service Operation	<p>Avaya will notify the Customer, in writing, of the Service Operation Start Date. Service Operation and the Order Contract Term will commence on the Service Operation Start Date when the Customer's Order is fulfilled (e.g., first group of End Users associated with UC/Basic CC Voice Bundle and NG911 Sentry are onboarded to the Service per the ramp plan).</p> <p>SLAs also begin on the Service Operation Start Date.</p> <p>At any time after the Service Operation Start Date, Customer billing will be calculated based on the greater of the Usage Volume* measured or the Minimum Monthly Revenue Commitment.</p> <p>Billing will begin for the UC/CC Bundle and NG911 Sentry based on Usage Volume* measured for End Users onboarded to the Service.</p>
Customer Personalization	<p>Customer Personalization are Customer provided items and responsibilities to access and configure the Service for the Customer's specific needs. Customer Personalization activities can be actioned in parallel to Service Activation.</p> <p>Personalization includes Avaya supporting the Customer's choice for transport (e.g., carrier service) to the Service Platform and the configuration of End User stations (End User Onboarding). Customer responsibilities are detailed in Section 9.</p>

* See Section 16.e for Usage Volume details.

b. Service Activation Kickoff

The first steps of the Service Activation stage are for:

The Parties will each assign a project or program manager and a transition manager to kick-off and manage Service Activation and Service Transition.

Avaya will schedule a kickoff conference call; and

Avaya will develop a draft of the Project Plan with the Customer.

c. Project Plan

The Project Plan that will be developed by Avaya and will include the following items and such other items as may be agreed by the Parties: detailed list of Service Transition responsibilities, deliverables required by both Parties, specification of information to be provide by Customer, Service dependencies, prerequisites, assumptions, roll-out plan governing the activation of End Users, and testing.

d. Service Activation

The Service Activation Date is defined as the date Avaya notifies the customer, in writing, that the customer instance ("node") is ready to accept users.

Service Activation implementation will commence on the next Business Day following a review of the of the Project Plan with the Customer and end when Avaya notifies the Customer that the Service is activated "Service Activation Date". The Service Activation Date will be a milestone defined in the Project Plan.

e. Connectivity to Avaya OneCloud Platform

(1) Customer Responsibilities

During Service Activation, the Customer is solely responsible for providing connectivity to



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Avaya Data Centers located in Culpepper, VA, and Irving TX. The connectivity must be provided in the timelines identified in the Project Plan,

Customer responsibilities are:

Contracting and providing the SIP inbound/outbound trunks, WAN and/or internet network connectivity (including network security) to Avaya provided Data Centers,

Paying for the cross connects from the Data Center meeting room to the Avaya cage where the Service is hosted.

Paying for Avaya Telco rack space in Avaya DCs (if required).

Providing Avaya with the detail on Customer provided circuits:

- Option selected
- Carrier(s) selected.
- Number of circuits.
- Size of circuits.
- Networking protocol; and
- Implementation timeline associated with circuit termination in Data Center.

Obtaining Letter of Authorization (LOA) from Customer carrier to permit cross-connect to Avaya OneCloud for Government Platform.

(2) Avaya Responsibilities

Avaya responsibilities are:

Working with the Customer, Avaya contracted Data Center provider and Customer carrier will meet to discuss and develop the Termination Plan for Customer provided circuits.

f. Platform Provisioning and Configuration

In accordance with the Project Plan, Avaya will provision and configure the Avaya OneCloud for Government Platform specified in Section 8 Service Platform, that will be used to enable the Avaya OneCloud for Government CCaaS Bundles (and provide the Service).

g. Acceptance and Testing

Avaya conducts acceptance testing on the Ordering Activity's systems for approval in accordance with the Agency's approved test procedures.

Avaya will perform standard tests that include testing the operation and availability of basic functionality of the Platform, Bundles, and a la carte options. Testing types include end-to-end tests and end-to-end functional verification tests.

Failover test of the Avaya OneCloud for Government Platform; and

Backup and restore tests. Perform a backup of the Avaya OneCloud for Government Platform and confirm ability to successfully restore from that backup.

In addition, Avaya will provide the Customer with a baseline User acceptance test plan.

Avaya responsibilities in support of ongoing testing include:

Assigning 4 test users.

- The 4 test users will remain in place for the duration of the Contract Term and:
 - Customer will not be billed for the test users.
 - Customer will provide Test DID number to Avaya. The DID number should be provided in advance of Service Activation and remain in place for the duration of the Contract Term.

h. Training

Avaya offers two types of training 1) On-Site Training and 2) Web Accessible Training. Descriptions of these training types are:

On Site Training

Avaya conducts one (1) 8-hour session of on-site instructor-led train the trainer training for each Agency site with over 500 subscribers as part of the standard service. Any incremental training recommendation or training that is desired by the customer will be proposed separately to the ordering activity.

The training is designed to enable Agency employees to use the equipment and features of the acquired service with maximum efficiency. Avaya trains on basic phone functionality, voicemail, basic conferencing, and use of web access to control account features and access voicemail. The training consists of instructor led demonstrations of station terminals and systems features. Training includes customized presentations and exercises.

Web Accessible Training – Available to All Users

As part of the Service at no additional charge, Avaya also provides the Agency with access to the Avaya OneCloud Admin Portal, which is securely hosted in an Avaya facility and is available to all users. The portal is the repository for information regarding the service and provides additional training materials:

- Training videos
- Training/User documentation

i. Information Assurance/Security Requirements

In accordance with our FedRAMP Authorization, Avaya adheres to the US Federal Government security policies and procedures. Our offer complies with FISMA and incorporates the appropriate controls outlined in NIST 800-53 rev4.

j. Cloud Related Professional Services

The Avaya cloud related professional services can be found under SIN 54151S Information Technology Professional Services. Avaya acknowledges that identical labor categories cannot be listed on both SINs 54151S and 518210C.

k. Service Transition

The Parties will perform the following activities during Service Transition.

(1) Avaya Transition Responsibilities

Avaya will, in accordance with the roll-out plan include as part of the Project Plan the:

Activation (including assignment of Avaya OneCloud for Government CCaaS Bundles) of End Users groups on the Platform as defined in the Project Plan.

Activation of contracted a la carte options on the Platform; and

Provision of subject matter expert support to Customer Designated Contacts.

(2) Customer Transition Responsibilities

Customer will perform the following roll-out activities:

Collect and provide End User data to Avaya using Avaya provided standardized templates.

The data must be collected and submitted to Avaya two weeks prior to onboarding the first group of End Users.

Ensure End Users are equipped with an Endpoint pursuant to Section 9.
Transition Users and identified Customer's communication business applications to the Platform.
Communicate to End Users concerning starting usage of the Avaya OneCloud for Government CCaaS Bundles; and
Provide training to the End Users. The Avaya OneCloud for Government CCaaS pricing does not include instructor-led training.

I. Delays in Service Transition

If Customer has not timely accepted the Project Plan or if Customer fails to perform any Service Transition responsibility in accordance with the timelines set out in the Project Plan, then until such time as Customer has fulfilled the said delayed obligations, Avaya may: (i) suspend onboarding; and/or (ii) Customer shall be responsible for any additional activities performed and costs incurred by Avaya as a result of the delay.

m. Operations Guide

Avaya will develop an Operations Guide that will govern the delivery of the Avaya OneCloud for Government Service for Customer. The Operations Guide will include key contacts for performing the Service and escalation processes.

13. Service Management

a. Avaya Responsibilities

As part of the Service, Avaya will manage and operate the Service including:

Providing ongoing management of the Service application stack/functions.

Avaya will provide Service coverage 24 X 7 except for performing remote MACDs during Business Hours (defined as 8:00 a.m. to 5:00 p.m. Eastern Standard Time during Business Days. A Business Day is an official working day at the relevant DC Site, typically Monday through Friday, excluding public and Avaya observed holidays.

Providing an Avaya service desk to Customer Designated IT Contacts to report incidents, open service requests (including MACD requests), and track the status of open incidents. Access to the service desk may be either by phone, or via Avaya web portal.

Resolving incidents and preventing problems.

Deploying Avaya identified updates and upgrades to the Service Platform.

Providing Avaya Service Management to the Customer by assigning a Service Delivery Manager (SDM). Service management includes escalation support, hosting conference calls to review the Service performance and managing Customer requests.

b. Customer Responsibilities

The following are Customer responsibilities:

Only Customer designated IT helpdesk personnel may interact with the Avaya service desk, not End Users. In addition:

- o The Avaya service desk will not assist with general usability and operational support queries.
- o Customer will report only incidents occurring for the Service and perform the required triage.

Customer provides User Help Desk.

Customer notifies Avaya of any changes to Customer's network or products and solutions connected to, or integrated with, the Service that may impact performance of the Service Platform, including network configuration or changes to IP addresses.

(1) Maintenance, Emergency and Upgrade Windows

- Customer must allow Avaya to make updates to the Service.
- A standard recurring Maintenance Window will be required by Avaya for Service Platform activities such as loading patches, correction updates, system backups, etc.
- The Avaya Maintenance Window is on the 1st and 3rd or 2nd and 4th weekends of every month beginning on Friday after close of business until the beginning of business Monday morning. Avaya will provide a Change Notification notice, making every reasonable effort to notify the Customer at least 3 business days in advance.
- If Avaya plans a change on the platform that will affect Subscribers' use of the system, it will be referred to as a Major Change. Major Changes are initiated at the sole discretion of Avaya. For Major Changes, Avaya will initiate a Change Request to the Customer. The Change Request will provide the Customer with an analysis of predicted changes to feature functionality. The Customer will review the Change Request within 10 Business Days and approve.

14. Service Level Objectives & Agreements

This section details the Service Level Objectives and Agreements that will apply to the Service. Service Levels will start on the next Business Day following the Service Operation Start Date and will be measured monthly based exclusively on the information included stored by Avaya.

a. Incident Classifications

Avaya will continuously track and monitor compliance with the Service Level Objectives (SLO) and Service Level Agreements (SLA) and will provide the monitoring results to Customer as part of the standard reports.

The following table defines incident severity definitions:

Incident Severity	Definition
Critical Incident	Incident that: <ul style="list-style-type: none"> • Results in a loss of Service that impacts all End Users assigned to a DC; and/or • Causes a complete loss of core functionality such as Call Processing.
Major Incident	Incident that: <ul style="list-style-type: none"> • Results in a loss of Service that impacts a large number of End Users, typically more than 25% of End Users. • Causes a partial loss or severe degradation of core functionality such as call processing.
Minor Incident	Incident that does not significantly affect Customer's normal business operations, including an Incident that affects: <ul style="list-style-type: none"> • A small number of End Users, including single End User affecting incidents; or • Availability or operation of a particular feature or functionality.

b. Service Level Objectives and Agreements

The Service will be performed in accordance with the following Service levels:

(1) Time to Notify and Restore (SLO)

Service Level	Service Level Description	Incident Severity	Target
Time to Notify	Elapsed time from creation of an Incident Record until Avaya has provided an electronic notification to Customer.	Critical Incident	≤15 minutes for 95% of Incidents
		Major Incident	≤60 minutes for 95% of Incidents
Time to Restore	Elapsed time from creation of an Incident Record until Avaya has restored Normal Service Operation	Critical Incident	MTTR ≤ 4 hours
		Major Incident	MTTR ≤ 6 hours
		Minor Incident	Next Business Day for 85% of Incidents

Calculation:

MTTR is X divided by Y where:

- X is equal to the sum of the Time to Restore periods for all Incidents with the same Incident Severity which have occurred during the month; and
- Y is equal to the total number of Incidents with the same Incident Severity that have occurred during the month.

(2) Availability (SLO)

The following Availability targets apply to the Service:

UCaaS Service Elements	Availability Target
UC Basic, UC Core and UC Power bundles	99.99%

The following Availability targets apply to the provision of Avaya OneCloud Private CCaaS:

CCaaS Service Elements	Availability Target
Contact Center – Basic Voice bundle	99.99%
Contact Center – Call Recording	99.90%

The monthly Availability performance (%) will be calculated in accordance with the following formula:

Formula:	<p>Monthly Availability performance (%) = $(A - B - C) / (A - C) \times 100\%$ where:</p> <p>A = Total number of minutes in a month</p> <p>B = Total number of minutes Avaya OneCloud for Government has been Out of Service for Call Processing during a month.</p> <p>C = Scheduled maintenance time or planned downtime</p>
Example:	<p>A = 31 days × 24 hours × 60 minutes = 44640 minutes</p> <p>B = 15 minutes</p> <p>C = 120 minutes</p> <p>Monthly Availability performance (%) = $((44640 - 15 - 120) / (44640 - 120)) \times 100\%$ = 99.966%</p>

Out of Service for each Avaya OneCloud Private Service element is defined as follows:

UCaaS Service Element	Definition Out of Service
UCaaS Bundles	Loss of call processing functionality due to a Critical Incident. Call Processing is when end users cannot make or receive calls.

CCaaS Service Element	Definition Out of Service
Contact Center - Voice	Loss of call routing functionality due to a Critical Incident.
Contact Center - Recording	Loss of contact recording functionality due to a Critical Incident.

c. Service Level Exclusions and Limitations

In addition to the exclusions and limitations set out elsewhere in this SD, the following exclusions and limitations apply to the Service Levels:

- When measuring and determining the Avaya compliance with the Service Agreement targets, the Parties will exclude:
 - Any time during which Avaya has been awaiting a Customer or third party (acting on Customer's behalf) deliverable, action, dependency, or prerequisite, including Customer testing or verification of Incident solutions prior to implementation.
 - Scheduled maintenance time or planned downtime.
 - Anytime when Customer withholds access for required updates, patches, or bug fixes to restore normal Service operation.
 - Incidents that require an Operational Change to restore Normal Service Operation and Customer does not provide the required change window to implement such Operational Change.

- Incidents caused, or contributed to, by:
 - Actions or omissions of Customer or third parties, including carrier and service providers.
 - Reasons external to the Avaya Service Platform and Avaya cloud infrastructure on which the Avaya Service Platform is hosted, including power failures and shutdowns, third party products and applications, networks, and network service interruptions.
 - Customer provided and/or procured and implemented gateways, SBCs, and SIP ATAs that do not satisfy the Eligibility Requirements.
 - Any other reasons or events beyond the reasonable control of Avaya.
- Avaya will not be responsible, and disclaims any liability, for any SLA failure that has occurred before the Service Operation Date.

d. Reporting

The monthly reports listed below will be provided electronically which may include posting reports on the Avaya web portal:

Report	Description
Incident Management Reports	Report summarizing open and closed incidents since the last report, including incident description, priority, impact, and status. This report will also include a 6-month rolling trend analysis.
Service Level Reports (SLO and SLA)	Report detailing Avaya performance against the Service Levels set out above including a 6-month rolling trend analysis.
MACD Summary Report	Summary of MACDs completed by Avaya including information on MACD quantity, type, and status.

Customer will review each Service Level Report within 2 weeks after the date it has been made available to Customer. If not rejected in writing within this period, the Service Level Report will be deemed accepted by the Customer. Any comments or disputes relating to Service Levels or Service Level Reports will be addressed by the Parties during the monthly governance meetings. Any unresolved matters will be escalated pursuant to the escalation process agreed in the Operations Guide.

e. Service Credits

This section details the Service Credits that will apply from the Service Operation Start Date if Avaya has failed to achieve the agreed Service Level Agreement targets (SLA).

(1) Availability (SLA)

If, during any monthly period, Avaya has failed to achieve the Availability target for one or more Avaya Service elements as detailed in Section 12 Service Level Objectives and Agreements, the applicable Service Credit will amount to 5% of the Recurring Charges for the affected Avaya Service bundle for the affected monthly period.

(2) Service Credit Terms

The Service Credits are subject to the following terms:

Service Credits will become due and payable pursuant to this Section 12.e only if requested by Customer in writing within 90 days after the end of the relevant monthly period.

Services Credits due will be paid by Avaya within 90 days from receipt of Customer's request. Except as otherwise agreed by the Parties in writing, payment of Service Credits will be made in the form of a credit against future amounts due from Customer to Avaya under this SD.



The total amount of all Service Credits due from Avaya for any monthly period may not exceed 5% of all Recurring Charges due for that monthly period.

Customer’s right to request Service Credits will not suspend its obligation to make timely payments of any charges due and payable by Customer to Avaya; and

The Parties agree that Service Credits are fair and reasonable, represent a genuine pre-estimate of any resulting loss or expense to Customer, and are the sole and exclusive remedy to Customer in the event of an Avaya failure to achieve the Service Levels targets.

This section details the Service Levels and Service Credits that will apply to the Avaya OneCloud Private Service. Service Levels will start on the next Business Day following the Service Activation Date for UCaaS and Service Operation Start Date for CCaaS and will be measured monthly based exclusively on the information included stored by Avaya.

15. MACD Entitlement & Tracking

a. Remote MACD Entitlement

Customer will be entitled to an allotment of remote Move, Add, Changes, and Delete (MACD) hours to be performed by Avaya. The entitlement is determined based on the contracted volume of Avaya OneCloud for Government UCaaS bundles included in the Minimum Revenue Commitment and documented on the Order. The Monthly MACD Entitlement cannot be used for on-site MACDs or Projects.

The Monthly MACD Entitlement for UCaaS will be calculated as follows:

UCaaS Bundles	<p>Volume of UCaaS Bundles (Basic, Core and Power) × 3% × 0.25 hours = Monthly MACD Entitlement</p> <p><i>For example: UC Core Bundle contracted volume: 5,000 × 3% × 0.25 hours = 37.5 hours per month</i></p>
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MACD requests are classified by Avaya in accordance with the table below:

Type	Description
User Level	MACDs performed at the user level, including adding, changing, or deleting user mailboxes and phone extensions.
System Level	<p>MACDs performed at the system or application level including moves, additions, changes or deletion of users, call-flows, and dial plans, provided they:</p> <ul style="list-style-type: none"> • Can be completed within 1 change window. • Require no project management. • Do not change the architecture of the solution. • Require no additional software or hardware; and • Require no implementation or professional services.

Examples of remote UCaaS User Level MACDs:

- Changing Phone Type
- Change class of restriction
- Adding or removing conferencing (if customer has contracted for this feature already)



- Adding or removing Presence (if customer has contracted for this feature already)
- Adding or removing EC500 (if customer has contracted for this feature already)
- Adding or removing Voicemail (if customer has contracted for this feature already)
- Changing Secure Delivery Connect web role

Changing station endpoint features (if customer has contracted for these features already)
 Examples of System Level UCaaS MACDs:

- Email Change
- Extension Change

Customer will be entitled to an allotment of remote Move, Add, Changes, and Delete (MACD) hours to be performed by Avaya. The entitlement is determined based on the contracted volume of Avaya OneCloud for Government CCaaS bundles included in the Minimum Revenue Commitment and documented on the Order. The Monthly MACD Entitlement cannot be used for on-site MACDs or Projects.

The Monthly MACD Entitlement will be calculated as follows:

	CC Agent Volume	Monthly MACD Entitlement
Basic CC Voice	100 – 249	15 hours per month
	250 – 1,500	25 hours per month
	1,501 – 5,000	45 hours per month
	5,001 – 10,000	65 hours per month
	10,001 – 20,000	95 hours per month
	20,001 +	115 hours per month

MACD requests are classified by Avaya in accordance with the table below:

Type	Description
User Level	MACDs performed at the user level, including adding, changing, or deleting user mailboxes and phone extensions.
System Level	MACDs performed at the system or application level including moves, additions, changes or deletion of users, call-flows, and dial plans, provided they: <ul style="list-style-type: none"> • Can be completed within 1 change window. • Require no project management. • Do not change the architecture of the solution. • Require no additional software or hardware; and • Require no implementation or professional services.

Examples of remote User Level MACDs:

- Changing Phone Type
- Change class of restriction

- Adding or removing conferencing (if customer has contracted for this feature already)
- Adding or removing Presence (if customer has contracted for this feature already)
- Adding or removing EC500 (if customer has contracted for this feature already)
- Adding or removing Voicemail (if customer has contracted for this feature already)
- Changing Secure Delivery Connect web role
- Changing station endpoint features (if customer has contracted for these features already) Examples of Simple MACDs for CC Elite:
 - Add/remove Agents (<10 agents)
 - Call flow changes to an existing VDN assignment to an existing vector

Examples of System Level MACDs:

- Name Change
- Email Change
- Extension Change

Examples of System Level MACDs:

- Add/remove agents from Call Pickup Groups
- Add/remove Hunt Groups
- Vector call flow changes.
- Add/remove Agents from CC routing (10+ agents)
- Add/remove skillsets
- Call Flow changes to a newly created and assigned VDN to an existing vector
- Announcement Assignment (Customer will record all announcements)

Any unused allotted hours at the end of each month will be forfeited and no refund or credit will be provided.

The Customer can also purchase additional remote MACD block of hours (BOH) in addition to the Monthly MACD Entitlement.

b. User Level MACD Service Objective (SLO)

There is a Service Level Objective for completion of Eligible MACDs. An Eligible MACD means a remote user MACD request that includes no more than 10 transactions and is received by Avaya before 3pm EST time during Business Days. If a MACD request is submitted after 3pm or outside of Business Days, it will be deemed to be received by Avaya at 8 am local EST time on the following Business Day.

For each MACD request, containing up to 10 remote user level transactions, the completion objective is 95% within two (2) business days.

c. MACD Tracking

Avaya tracks usage of Avaya performed remote MACD block of hours, whether included in the Monthly MACD Entitlement or additionally purchased, based upon actual time spent working the MACD based on the minimum and increment times as described below:



Period	Minimum Usage	Minimum Increment	Overtime Factor
Business Hours	15 minutes	15 minutes (any started 15 minutes rounded up to the quarter hour)	Not applicable
Outside Business Hours	1 hour	30 minutes (any started 30 minutes rounded up to the half hour)	2 (1 hour of MACD work uses 2 hours from applicable MACD block of hours)

d. MACD T&M Rates

Any use of remote MACDs in excess of the Monthly MACD Entitlement are charged to the customer based on the T&M rates for remote MACDs unless customer has purchased an additional block of hours of remote MACDs that covers such over-usage. The following usage tracking methodology applies to remote MACDs performed by Avaya on a T&M basis:

Period	Minimum Invoiced	Minimum Increment
Business Hours	2 hours	15 minutes (any started 15 minutes rounded up to the quarter hour)
Outside Business Hours	4 hours	

16. Invoicing & Charges

This section details how Avaya will invoice to determine the charges applicable to the Service. The applicable charges will be comprised of recurring charges, remote MACD charges and other charges.

a. Invoicing

Avaya will issue a single invoice to either the end Customer’s headquarters’ location or to the Avaya Partner for which Avaya is a subcontractor, whichever is applicable, for all charges related to Service. Avaya will apply taxes and surcharges in accordance with applicable law based on the relevant country, site location of the services and the current applicable tax and surcharge rates.

b. Recurring Monthly Charges

The Order will be invoiced on a monthly recurring basis in arrears subject to Minimum Monthly Revenue Commitment and Minimum Order Quantities as documented on the Order Form. The Total Minimum Revenue Commitment is also established on the Order for the Customer.

c. Minimum Monthly Revenue Commitment

Starting on the Service Operation start date, Avaya will invoice the Customer for the Minimum Monthly Revenue Commitment or the greater of the Service Usage Volume.

d. Usage Above Order Quantities

Any usage in excess of the Order quantities defined in the Customer’s Order will be billed at the same rate as the Customer’s Order tier price per unit. This overage pricing will be identified in the Order.

e. Determination of Service Usage Volume

Avaya measures usage of each usage-based service element based on the quantity of units used by the Customer during each monthly billing cycle.

f. UCaaS, CCaaS and NG911 Sentry

Avaya measures Usage Volume based on the quantity of Provisioned Stations for the UC Bundles and NG911 Sentry at the end of the month.

A Provisioned Station for Basic, Core, Power, and NG911 Sentry is an extension configured on the Service Platform with an assigned phone number.

A station is not always associated with a person but any extension, DID, virtual meeting room, mailbox, etc. that is programmed. For example, commonly, conference room phones and lobby phones consume a station while not being associated with any particular person.

Avaya tracks Provisioned Stations with no concept of tracking active or registered stations. Even if a phone is not active or registered, if it is provisioned, it is counted.

Use of Generic Customer Identifiers

Customer acknowledges and agrees that Avaya will collect and use generic information concerning Customer's usage of the Service and will store such information including Customer's identifiers solely for the purpose of providing the Service.

Avaya reserves the right to audit any entity hosting the Service for the proper use of all features and billing profiles to ensure that all features in use are measured, billed, and paid in accordance with the Customer's Order.

g. Other Charges

In addition to the Recurring Charges and MACD Charges, Avaya will invoice all other charges and fees due in relation to the Service as set out in the Order and any charges applicable to the Project or Termination Assistance statement of work.

17. Initial Term, Renewal & Termination

a. Initial Term

The initial Service Term will be defined in the Order. Typically, the Term ends 36 or 60 months after the Service Activation Date.

b. Renewal

The term will not automatically renew at the end of the initial term of coverage. The Customer must provide written notice of its intent to renew or not renew such coverage at least ninety (90) days prior to the expiration date. The Customer must issue a new purchase order or modification to the existing order for the renewal period prior to the expiration of the current term. Any renewal term will be at the then current rates.

c. Termination for Convenience

Unless otherwise prohibited by applicable law or otherwise agreed in writing by Avaya Customer may terminate this Order for convenience with 30 days written notice, *in whole or in part*, subject to payment of the Termination Charges identified in Section 17.c.(1).

In the event of an early termination of an Order as detailed below, Customer will pay Avaya all charges due up to the effective date of termination and the termination charges as follows:

(1) Termination for Convenience Charge

If Customer terminates an Order for convenience, Customer will pay Avaya a Termination Charge calculated in accordance with the following formula:

$$\text{Minimum Remaining Charge} \times 60\%$$

Minimum Remaining Charge is the sum of the Usage based Recurring Charges calculated based on the Minimum Volume Commitments, for the period starting from the effective date of termination until the end of the Term.

18. Exit Management

a. Termination Assistance

Upon termination or expiration of an Order, Avaya may provide Termination Assistance. Termination Assistance will be provided pursuant to a separate order or statement of work agreed by the Parties which will define:

Scope of Termination Assistance.

Duration of Termination Assistance (up to a maximum period of 120 days following termination or expiration of an Order).

Any data or information that will be handed over to Customer or successor provider.

Charges payable by Customer to Avaya; and

Invoicing schedule.

Avaya may condition its cooperation with, or provision of any information or materials to, a successor provider upon execution of a non-disclosure agreement on such terms as reasonably required by Avaya.

b. Exclusions and Limitations

Avaya will not be obligated to provide any Termination Assistance and/or ongoing services if the Order has been terminated for: (i) Customer's material breach, (ii) Customer's breach of the Avaya license terms or intellectual property rights, or (iii) Customer's failure to make timely payments of any charges or other fees due to Avaya.

Nothing in Section 18 obligates Avaya to provide any proprietary, confidential, or commercially sensitive information about Avaya, its suppliers, subcontractors or customers, or any information regarding the charges or cost of the Service.

Terms and Conditions Applicable to Purchase Information Technology Training (Special Item Number 611420)

1. Scope

- a. Avaya shall provide training normally available to commercial customers, which is necessary to permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training offered under this Schedule relates to Avaya's equipment.
- b. System administration training is delivered at an Avaya facility and end user training is conducted at the ordering activity's location. Avaya also offers audio-digital training and on-site customized training. The available courses and audio-digital training can be found in the Authorized Schedule Price List.

2. Order

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of classroom training, chargeable training or for additional seats in accordance with the terms of this contract. The written order shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. Time of Delivery

Avaya shall conduct training on the date agreed to by Avaya and the ordering activity.

4. Cancellation and Rescheduling

- a. If the ordering activity notifies Avaya at least fourteen (14) calendar days before the first day of class, there will be no cost incurred by the ordering activity. With less than fourteen (14) days notice, the ordering activity will be liable for the full cost of training. An exception to this policy is when a class is canceled or a student is unable to attend due to an act of nature that would prevent travel to the training location. Avaya will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. Avaya agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class, as long as the substitute attendee meets the same pre-requisite as the original enrollee.
- d. In the event Avaya is unable to conduct training on the date agreed to by Avaya and the ordering activity, Avaya must provide the ordering activity at least seventy-two (72) hours notice.

5. Follow-Up Support

The ordering activity can contact Avaya University at 800-288-5327 or send an email to avaya.u.helpdesk@accenture.com for support after a course has been completed.

6. Purchase Price for Training

The purchase price that the ordering activity will be charged is the purchase price in effect at the time of order placement.

7. Invoices and Payment

Invoices for training courses shall be submitted by Avaya after ordering activity has completed the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. Format and Content of Training

- a. Avaya shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. Each student shall be provided with a certificate of course completion at the completion of each training course.
- c. The available courses, descriptions, and prices can be found in the pricing section of the Schedule Price List. Additional information regarding specific courses offered is provided by either contacting the Avaya University Help Desk at 1-800-288-5327, or going the Avaya University Learning Centre website <https://www.avaya-learning.com>.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., Instructor-led, Online, CD-ROM or Video training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Avaya cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. "No Charge" Training

Avaya provides CDs and other training material appropriate to the service or equipment sold and implemented. As an example: included with the sale and implementation of a server and terminals are System Administration documents as well as end-user guides.

10. Liability for Injury or Damage

Avaya shall not be liable for any injury to the students, or damage to ordering activity property arising from Avaya provided training, unless such injury or damage is due to the fault or negligence of Avaya.