



Milwaukee County
Service and Support Agreement

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This Services and Support Agreement (“Agreement”), is entered into by and between **Integration Partners Corporation, Inc.** (“IPC” or “Partner”), a Massachusetts corporation with its principal place of business located at 12 Hartwell Avenue, Lexington, MA 02421 as an authorized Avaya reseller and Milwaukee County, a Wisconsin municipal body corporate, located at 901 North Ninth Street, Milwaukee, Wisconsin 53233 (“County”, “Client”, “End Customer”) and is effective as of the date of the last signature below (the “Effective Date”).

This Agreement is incorporated by reference into, and, therefore, subject to, the Master Service Agreement and the Statement of Work entered into by and between IPC and the County. The Master Service Agreement, and the attachments referenced therein, is the complete agreement between the Parties and replaces any prior or contemporaneous oral or written communications between the Parties concerning the subject matter of the relevant Services and Support Agreement. The Master Service Agreement and this Annual Maintenance and Support Plan may only be modified by a written document expressly stated for such purpose and executed by the Parties.

1. INTRODUCTION

This Service Description describes the Avaya Support Advantage Essential and Preferred Support services for eligible Supported Products. This document is an attachment to the Master Service Agreement, and shall serve as the Service Description with respect to such support offering. In the event of a conflict between this Service Description and the Master Service Agreement, the terms and conditions of the Master Service Agreement will control. In the event that an Avaya authorized reseller, distributor, systems integrator or service provider is purchasing support coverage for the End Customer, Avaya will provide the support specified herein to the End Customer.

2. SUPPORT ADVANTAGE COVERAGE OPTIONS

Two coverage options are included within this Service Description for Avaya software and hardware products:

1. Essential Support
2. Preferred Support

Milwaukee County has selected “Preferred Support”

The coverage option, supported Product, and name of the End Customer will be included on the applicable order or associated quote sheet. The support obligations of IPC as an authorized Avaya reseller and Avaya are expressly conditional upon the Supported Products:

- Being properly installed per Avaya product specification by IPC.
- Not being subject to unusual mechanical stress or unusual electrical or environmental conditions.
- Not being subject to misuse, accident or disaster including, without limitation, fire, flood, water, wind, lightning, or other acts of God.

3. ESSENTIAL SUPPORT COVERAGE

Essential Support coverage provides reactive remote support for all eligible Supported Products and is the **minimum coverage required, where available**, to receive IPC as an authorized Avaya reseller and 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.

Essential Support is not offered as an option for any Supported Products licensed as a Subscription.

A. REMOTE SOFTWARE AND HARDWARE SUPPORT

The End 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 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, IPC as an authorized Avaya reseller and Avaya will use commercially reasonable efforts to commence support on the End Customer’s request for remote support according to the following table. The table below identifies the service levels that will be provided to County under the Avaya Preferred Support.

	Outage*	Severe Business Impact*	Business Impact & Non-Service Impact*
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

* Severity levels are defined in Appendix A

B. 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. IPC as an authorized Avaya reseller and 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.

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.

Avaya Support Forums – View, post and reply to web-based conversation threads to discuss Supported Products (<http://support.avaya.com/forums>).

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

Diagnostics - Scripting technologies used by Avaya Service and Engineering teams to End Customers. These scripts are based on actual break/fix Service Request data to enhance resolution and trouble isolation steps. Each script can run diagnostic steps against the product quickly, providing simple green, yellow, and red indicators of potential trouble areas along with failure logs where a fault was found.

HealthCheck – Optimize reliability and performance for the Supported Product by using an on-demand tool to generate a HealthCheck report and review the current configuration parameters.

Knowledge Base – Access Avaya’s on-line knowledge base and use advanced search engines to find: documentation organized by Supported Product including all available user guides for product administration and programming, installation, configuration, upgrades and migrations, and general support; software and firmware download instructions; alarm code definitions with instructions on how to clear the associated alarms; problem descriptions with instructions for prescribed resolution; and answers for frequently- and previously-asked questions.

My Reports – View and create reports for service requests and entitlements across all of the Customer's Sold To numbers.

Software Compatibility Audit (ASCA) – Create a report providing the software and firmware versions installed on all Communication Manager upgradeable devices as well as the latest versions available for those same devices.

Parts Replacement – Parts can be ordered via a web request when coverage includes Parts.

Service Request creation – Create a web request for support and receive enhanced response.

C. 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. IPC as an authorized Avaya reseller and/or 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 (defined in Appendix A) 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 Support Advantage Onsite Support is purchased	End Customer or Avaya installs during coverage hours when Support Advantage Onsite Support is purchased	End Customer or Avaya installs during Standard Business Hours when Support Advantage Onsite Support is purchased

- 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, IPC as an authorized Avaya reseller and/or 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 IPC as an authorized Avaya reseller and/or 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, IPC as an authorized Avaya reseller will provide the Customer with a separate cost estimate prior to performing any such upgrade.

D. 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 IPC as an authorized Avaya reseller and Avaya by allowing an UMP or ISP (or any other agent that is not authorized by IPC as an authorized Avaya reseller on behalf of 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 IPC as an authorized Avaya reseller 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.

E. SUPPORT LIMITATIONS FOR ESSENTIAL SUPPORT

- For Supported Products that are not configured in accordance with Avaya 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 products. IPC will be responsible to configure Supported Products in accordance with Avaya documentation.

- 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”).
 - A Standard Operating Environment is one where the covered applications, databases and operating systems have been tested, certified, and documented by Avaya.
 - If the Supported Product is not being run in a Standard Operating Environment, then Avaya may be delayed in starting work on the service request and additional charges may apply.
 - In the event that support is requested for a Supported Product that is not being run in a Standard Operating Environment and Avaya requests that it be put in a Standard Operating Environment in order to reproduce and diagnose the problem, Avaya will not be responsible for the delays caused by such reconfiguration and IPC may be responsible for performing such reconfiguration.
- In the event that no trouble is found after putting the altered Supported Product into a Standard Operating Environment, the End Customer may be charged time and material charges using IPC as an authorized Avaya reseller’s then current Maintenance Per Incident rates for IPC as an authorized Avaya reseller’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 End Customer, Avaya Professional Services or other third parties. Any bug fixing or system re-configuration(s) that IPC as an authorized Avaya reseller or Avaya must perform to clear a trouble resulting from the End Customer’s configuration changes are not included in the scope of this Service Description. If Avaya determines that a problem is due to the End Customer’s or a third party’s application, or configuration changes, or Unauthorized Avaya Product then resolution and diagnostic fees may be charged at IPC as an authorized Avaya reseller’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.

F. PRODUCTS EXCLUDED FROM THE ESSENTIAL SUPPORT COVERAGE OPTION

Some Supported Products have not been designated by Avaya as eligible for Essential Support. These products require Preferred Support. IPC as an authorized Avaya reseller reserves the right to add or remove eligible Supported Products at its sole discretion and will provide sixty (60) days written notice to the County.

Currently, products which are not eligible for Essential Support are:

- a. All Major Releases of products launching on or after August 10, 2015
- b. Communications as a Service (CaaS) solutions, such as UCaaS (Unified Communications as a Service) and CCaaS (Contact Center as a Service)
- c. Fabric Networking solutions
- d. Products licensed as a Subscription

4. PREFERRED SUPPORT COVERAGE

If the End Customer 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 5). 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.

A. PROACTIVE REMOTE SOFTWARE AND HARDWARE SUPPORT

For all Supported Products under Preferred Support, IPC as an authorized Avaya reseller or Avaya will use commercially reasonable efforts to commence support on an End Customer request for remote support submitted to an Avaya Service Center via telephone or website according to the following Service Level Objective table.

	Outage*	Severe Business Impact*	Business Impact & Non-Service Impact*
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

* Severity levels are defined in Appendix A

- IPC as an authorized Avaya reseller and Avaya will provide 24x7 around-the-clock monitoring by Avaya EXPERT SystemsSM Diagnostic Tools where applicable, to respond to system-generated alarms on Supported Products.
 - EXPERT SystemsSM will diagnose and attempt to resolve system-generated alarms.
 - Minor Alarms not programmatically resolved, but which have a known solution, may result in identified solution being sent to the End Customer
 - All other unresolvable alarms without a known solution will be routed to an Avaya Engineer for troubleshooting and diagnostics.
- In the event of unresolved major alarms (assigned as a Severe Business Impact Service Request) detected and referred by EXPERT SystemsSM, Avaya will use commercially reasonable efforts to commence support within two (2) hours.
- Unresolved minor alarms (assigned as a Business Impact Service Request) detected and referred by EXPERT Systems will be worked during Standard Business Hours.
- The End Customer may register to receive Avaya case status alerts for resolved and unresolved alarms.
- The End 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.

B. OFF-BOARD ALARM NOTIFICATION

- On Supported Products that are enabled for EXPERT SystemsSM technology, Avaya will proactively monitor and detect through EXPERT SystemsSM all DS1 and SIP Trunk off-board alarms associated with network facilities and the TCP/IP links associated with Avaya Supported Products that have Avaya/DCIU capabilities.
- Subject to End Customer's registration for Avaya case status alerts, Avaya will send electronic notification of off-board alarms to the End Customer.

C. SECURE ACCESS LINK (SAL) POLICY MANAGER

- The End Customer is entitled to install a SAL Policy Manager that works with the SAL Gateway and may be used to determine and authorize when and how IPC as an authorized Avaya reseller or Avaya will remotely access all Supported Products in the End Customer's network.
- The SAL Policy Manager provides the End Customer with a centralized application for the definition, administration, and inclusion of all secure remote access policies that will

govern the remote access sessions initiated by Avaya engineers and automated tools through the SAL Gateway.

- The End Customer-defined policies are automatically downloaded by the SAL Gateways.
- The SAL Gateways receive and forward alarms and poll Supported Products for remote access connection requests.
- The End Customer may access and download the SAL Policy Manager software and installation guide at <https://plds.avaya.com>. Select Downloads and search for "Secure Access Link". SAL Policy Manager and other Support Tools are subject to license terms.

D. SLA MON™ SERVER

As an entitlement of Preferred support, only on the Avaya Aura CM application, the Customer has access to the SLA Mon Server on a licensed basis.

- Software that provides diagnostic capabilities for IP telephony troubleshooting and network monitoring.
- The SLA Mon™ Server reduces onsite dispatches and End Customer engagement requirements by giving Avaya and Partner support engineers the ability to emulate sitting next to the End Customer in order to better understand the problem, avoid false troubleshooting leads, and reproduce the issue down to the individual steps described.
- All Avaya customers can download, license, and install the server software at no charge for 30 days. A license may be requested and will be granted for any customer with SA Preferred entitlement on their Avaya Aura CM application.
- The End Customer may access and download the software and installation guide at <http://support.avaya.com/ads>.

E. MULTI-VENDOR COLLABORATIVE SUPPORT

As an entitlement of Support Advantage Preferred Support Avaya will jointly collaborate and perform trouble investigation with participating TSANet vendors to diagnose interoperability issues with the vendor's product.

- Avaya Support Engineers will work incoming requests from TSANet members on behalf of qualified Avaya customers up until the point the issue is identified to be Avaya or TSANet Vendor, likewise Avaya will engage TSANet Vendors on customer's behalf if requested.
- If it is an Avaya issue, Avaya Support works to resolution based on the entitlements of Support Advantage Preferred entitlement. If the TSANet Vendor takes ownership, Avaya closes the service request with customer concurrence.

5. UPGRADE ADVANTAGE

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 the exception of Subscription Licensing wherein Support Advantage, Upgrade Advantage and the license are included in a single price.**

- When the End Customer 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. End Customers recasting from a Software Support + Upgrade to a Support Advantage agreement that did not upgrade during the agreement term are eligible for Upgrade Advantage. End Customers may also retain their Upgrade Advantage coverage, at

- then current terms and conditions, when renewing a current Support Advantage + Upgrade Advantage agreement.
- As a part of Upgrade Advantage, the End Customer 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 support contract, the End Customer:
 - Must maintain active Essential or Preferred Support coverage, as applicable based on product release.
 - 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.
 - IPC as an authorized Avaya reseller and Avaya will not require the End Customer to upgrade their software unless IPC as an authorized Avaya reseller and Avaya has advised the End Customer 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 End Customer fails to exercise its right to upgrade before the end of the Upgrade Advantage coverage term.

A. PRODUCTS REQUIRING UPGRADE ADVANTAGE ATTACH

Upgrade Advantage is required to be purchased on all software licensed on a Subscription basis and all Major Releases of products launching on or after August 10, 2015, when Upgrade Advantage is available.

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.

B. 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 End Customer “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.

6. EXCLUSIONS FROM ESSENTIAL AND PREFERRED SUPPORT

A. OUT OF SCOPE SERVICES SUPPORTED WITH MAINTENANCE PER INCIDENT TIME AND MATERIAL (T/M)

IPC as an authorized Avaya reseller and Avaya provides "Maintenance Per Incident T/M" support for out of scope maintenance related activities not included in an Avaya Maintenance Contract. Support is only available to Avaya End Customers and Partner End Customers who have support coverage on the product requiring support. Services provided not directly attributable to a fault in Supported Products that end up being a result of an out of scope activity defined below are billable per the current hourly rate structure. Billable time starts from the time the customer calls or a web ticket is picked up, to the time the case is closed, for support provided for items that would fall outside of what maintenance or warranty would entitle.

Examples of support that would fall outside of maintenance coverage that would be provided under Maintenance Per Incident Time and Material (T/M) would be as follows:

- 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
- Parts or onsite support for Remote Only or Remote + Parts contracts
- Products that are improperly certified by a party other than Avaya

B. ADDITIONAL EXCLUSIONS

The following exclusions apply to Essential and Preferred Support coverage:

- Any customized system features, configuration changes, or reports.
- The capture of off-board alarms for trunk interfaces (Excluded from Essential Support, but not excluded from Preferred Support).
- Interfacing directly with the End Customer's network carrier or service provider.
- Support for the Secure Access Link (SAL) 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 End Customer or the End Customer-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 End Customer's own network or the public network).
- Services that cannot be provided due to the End Customer's failure to fulfill the End Customer responsibilities detailed in the Responsibility Matrix section of this Service Description.
- Your Avaya Support Services Agreement does not cover troubleshooting or resolution of any issues caused by your use of root access to Avaya software or by any third party software use by you. Any requested Avaya support to return the communication systems to proper operating condition shall be charged at Avaya's commercial time-and-material rates. Any detrimental impacts due to the use of root access shall not be grounds for imposing a contractual penalty upon Avaya, and you may not pursue any claim against Avaya arising out of or relating to your use of root access. Avaya's support services obligations may be further limited by the Support Limitations and Exclusions described in the Service Agreement Supplement.
- Distribution of patches and specific versions of legacy products with the embedded software that is no longer being used by Avaya. The list of affected products is located at <https://downloads.avaya.com/css/P8/documents/101029433>

7. SUPPORT ADVANTAGE COVERAGE OPTIONS INCLUDED

Two coverage options included within this Service Description for Avaya software and hardware products ("Supported Products") are:

- Parts
- Onsite Support

Where geographically available as indicated in the Country Availability and Major Cities addendum, the Customer may elect from the following levels of Parts coverage, and are listed as reference:

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

Milwaukee County has selected "Parts, 8x5x4".

Parts coverage will work as follows:

- Parts coverage will provide for advance replacement of any covered part IPC as an authorized Avaya reseller determines to be inoperative. This includes advance parts for Updates, but does not include system hardware upgrades that may be required or terminals (unless the Customer has purchased the Terminal Replacement coverage option that is priced and billed separately). Replacement parts may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent.
- The Customer will contact the IPC and/or Avaya Service Center via website (<https://support.avaya.com>) or telephone to request replacement of a faulty component/device. Avaya may require that only Avaya-authorized Customer contacts are eligible to request advance replacement of parts, verify the identity of Customer contacts requesting parts and limit the number of authorized contacts.
- The Customer will provide the IPC and/or Avaya Service Center with the following information when requesting a part:
 - Avaya-provided Sold To
 - Customer contact information
 - Avaya description of the requested part
 - Description/severity of the problem

- IPC as an authorized Avaya reseller or Avaya may initiate additional troubleshooting and diagnostics via telephone or on-demand remote connection to confirm the component/device is inoperative.
- IPC as an authorized Avaya reseller or Avaya will confirm if the replacement part is a Critical Component or a Non-Critical Component. For Parts 8x5x4 and Parts 24x7x4 coverage, only Critical Components are shipped to arrive within four (4) hours and only when submitted as an Outage or Sever Business Impact Service Request.
- 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.
 - IPC as an authorized Avaya reseller or Avaya will ship the replacement part under the same delivery terms specified in the Customer's Commercial Agreement with IPC for product deliveries, if any, or, in the absence of said delivery terms in the Commercial Agreement, as established in the Country Availability and Major Cities addendum.
 - 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.
 - The Customer will receive the replacement part and follow Avaya's maintenance instructions to replace the field-replaceable component/device.
- The Customer will ship the identified faulty part back to IPC as an authorized Avaya reseller or Avaya (DDP Incoterms 2010 unless otherwise agreed) 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 IPC as an authorized Avaya reseller or 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 invoice the Customer the then-current published list price 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 IPC as an authorized Avaya reseller or Avaya for alleged warranty or out-of-warranty 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, IPC as an authorized Avaya reseller may bill the Customer a NTF repair price. If the Supported Product was advance replaced, Avaya will retain the NTF Supported Product in addition to charging the NTF repair price.

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

	Parts Next Business Day	Parts 8x5x4*	Parts 24x7x4*
Critical	If the request is received before 5:00 p.m. local site	If the request is received before 1:00 p.m. local site	If the request is received any time of day, the replacement part is

Component	time during Standard Business Hours**, the replacement part is shipped to arrive the following business day.	time during Standard Business Hours**, the replacement part is shipped to arrive within four (4) standard business hours.	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 later than 12:00 p.m. local site time 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 (that in essence would require a part to arrive during the nighttime), the replacement part is shipped to arrive no later than 12:00 p.m. local site time 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 an Outage or Sever Business Impact Service Request.

** As defined in Appendix A, 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).

A. EXCLUSIONS FROM PARTS COVERAGE

The following exclusions apply to Parts coverage:

- Advance replacement of terminals unless the Customer 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 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 (as specified below), 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, and removable media.
 - Outside of the U.S. and Canada, batteries associated with Uninterruptible Power System (UPS) and direct current batteries are considered a consumable product and replacements must be purchased by the Customer.

- Batteries associated with a Redundant Array of Independent Disks (RAID) controller, commonly found in servers, are considered a consumable product and replacements must be purchased by the Customer.
- Batteries providing very limited (nominal) power holdover in the event of loss of public utility power such as in Definity® systems or as part of terminal power supply backup power are considered a consumable product and replacements must be purchased by the Customer. ○ Wireless batteries are not considered major components of the various Wireless solutions supported by Avaya; therefore, these batteries are considered a consumable product and replacements must be purchased by the Customer.
- Onsite support. If the Customer's requirements necessitate an on-site technician, IPC as an authorized Avaya reseller and Avaya will dispatch a field technician to the Customer's site (where geographically available) subject to the Customer's express approval of time and material charges using IPC as an authorized Avaya reseller's then current Maintenance Per Incident rates, where available and appropriate.
- 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.

B. MULTI-VENDOR COLLABORATIVE SUPPORT

As an entitlement of Support Advantage Preferred Support IPC as an authorized Avaya reseller and Avaya will jointly collaborate and perform trouble investigation with participating TSANet vendors to diagnose interoperability issues with the vendor's product.

- Avaya Support Engineers will work incoming requests from TSANet members on behalf of qualified Avaya customers up until the point the issue is identified to be Avaya or TSANet Vendor, likewise Avaya will engage TSANet Vendors on customer's behalf if requested.
- If it is an Avaya issue, Avaya Support works to resolution based on the entitlements of Support Advantage Preferred entitlement. If the TSANet Vendor takes ownership, Avaya closes the service request with customer concurrence.

C. 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 a specified driving distance from an Avaya parts stocking location (list located at http://support.avaya.com/support_advantage).
 - Within 100 driving miles for U.S. and Canada
 - Within 150 driving kilometers for all countries within EMEA (see Addendum) ○ Within 75 driving kilometers for all other countries
- Advance 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 Customer.
 - The Customer 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 Customer's designated representative can download software and make backup

- o 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.
- o If the lost release is not currently supported and the Customer has not purchased the Upgrade Advantage option, the Customer must pay for an upgrade to the currently supported release.
- o Replacement of media may be subject to additional charges

8. ONSITE SUPPORT COVERAGE

Onsite coverage is incremental to 4-hour Advanced Parts Replacement and thus includes all benefits as defined above, as well as all limitations, exclusions and availability for critical components versus non-critical components.

Where geographically available as indicated in the Country Availability and Major Cities addendum, the Customer 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 Outage and Severe Business Impact issues and during Standard Business Hours for all other onsite support.

Milwaukee County has selected “Onsite Support 8x5”

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.
- Avaya will use commercially reasonable efforts to dispatch and coordinate the scheduled arrival time for the Avaya Onsite Customer System Engineer or designated technical resource:
 - o Within four (4) hours for a Severity 1 or 2 request if the site is located in the U.S. or if the site is located outside of the U.S. and is included in the Country Availability and Major Cities addendum in the Service Agreement Supplement for Onsite Support.
 - o Avaya will provide out of hours support for a Severity 1 or 2 request upon request and is subject to time and material charges using current Avaya Maintenance Per Incident rates.
- Avaya will provide support by close of next business day during standard business hours for a Severity 3 request.
- Installation of technician-installable Updates (defined in Appendix A), according to the following chart.

	Types 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 Customer request and subject to the Customer’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.

Advanced parts replacement and dispatch of IPC as an authorized Avaya reseller or Avaya's field technical resources will be at the discretion of IPC as an authorized Avaya reseller, not the end user customer, after proper remote trouble investigation has occurred. Customers requesting advanced parts replacement or dispatch of Avaya field technical resource will be billed appropriately per the current Per Incident Time and Material rates, 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 an Outage or Severe Business Impact request if the site is located in the U.S. or if the site is located outside of the U.S. and is included in the Country Availability and Major Cities addendum.
 - If the Customer has purchased 24x7 Onsite Support, the scheduled arrival time will be based on site access and availability of the Customer's authorized representative.
 - If the Customer has purchased 8x5 Onsite Support, Avaya will provide out of hours support for an Outage or Severe Business Impact request upon Customer request and subject to the Customer's express approval of time and materials charges using Avaya's then current Maintenance Per Incident rates.
- Within two (2) Standard Business Hours for an Outage or Severe Business Impact request if the site is located within a certain major metropolitan area in the U.S. and Canada confirmed by Avaya and only for eligible Supported Products (i.e., Communication Manager).
- As confirmed by Avaya for arrival times related to an Outage or Severe Business Impact request if the site is located outside of the U.S. and is not included in the Country Availability and Major Cities addendum.
- By close of the next business day during Standard Business Hours for a Business Impact request. Avaya will provide support outside of Standard Business Hours for a Business Impact or NonService Impact request upon Customer request and subject to the Customer's express approval of time and materials charges using Avaya's then current Maintenance Per Incident rates.
- As mutually agreed during Standard Business Hours for any other onsite support.

A. 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 Customer requesting field technicians to be present on the Customer'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.
- Replacement of terminals. T/M charges would apply for onsite terminal replacement.
- Replacement of parts that are consumables, accessories or minor materials, including, but not limited to: batteries (as specified below), 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 and removable media.
 - Outside of the U.S. and Canada, batteries associated with Uninterruptible Power System (UPS) and direct current batteries are considered a consumable product and replacements must be purchased and installed by the Customer.
 - Batteries associated with a Redundant Array of Independent Disks (RAID) controller, commonly found in servers, are considered a consumable product and replacements must be purchased and installed by the Customer.

- Batteries providing very limited (nominal) power holdover in the event of loss of public utility power such as in Definity® systems or as part of terminal power supply backup power are considered a consumable product and replacements must be purchased by the Customer. **However, IPC as an authorized Avaya reseller or Avaya installation of this part is included as part of Onsite Support coverage.**
- Wireless batteries are not considered major components of the various Wireless solutions supported by IPC as an authorized Avaya reseller and Avaya; therefore, these batteries are considered a consumable product and replacements must be purchased and installed by the Customer.
- Customized system features or reports created by the Customer or third parties. If IPC as an authorized Avaya reseller determines that a problem is due to the Customer's or a third party's custom application, then resolution and diagnostic fees may be charged at IPC as an authorized Avaya reseller'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 Customer's own network or the public network).
- 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.
- Your IPC as an authorized Avaya reseller Support Services Agreement does not cover troubleshooting or resolution of any issues caused by your use of root access to Avaya software or by any third party software use by you. Any requested IPC as an authorized Avaya reseller or Avaya support to return the communication systems to proper operating condition shall be charged at IPC as an authorized Avaya reseller's commercial time-and-material rates. Any detrimental impacts due to the use of root access shall not be grounds for imposing a contractual penalty upon Avaya, and you may not pursue any claim against Avaya arising out of or relating to your use of root access. Avaya's support services obligations may be further limited by the Support Limitations and Exclusions described in the Service Agreement Supplement.

9. TERMINAL REPLACEMENT

Terminal Replacement is available when Parts or Onsite Support coverage is in effect. This option is priced and billed separately. Terminal Replacement is not included.

Terminal replacement provides an option for the Customer to purchase an add-on service for the advance replacement of Avaya terminals. Replacement terminals will arrive next business day and does not include onsite service. T/M charges would apply for onsite terminal replacement.

This service provides advance replacement of any covered terminal that IPC as an authorized Avaya reseller 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 this Service Description. This coverage is priced per gateway. Terminals do not have to be co-located with a gateway, but they must be registered at a gateway that is covered by Terminal Replacement.

10. RESPONSIBILITY MATRIX

A. IMPLEMENTATION

IPC will be responsible for the following actions:

Responsibility	IPC	Avaya
Ensure the power and grounding of Avaya products meet the product specifications	X	
Provide the proper environment for the Supported Products, including electrical and telecommunications connections as specified by Avaya.	X	
Follow all of the Avaya installation, operation, and maintenance instructions.	X	
Ensure registration of Avaya Supported Products is completed as defined by Avaya's most recent registration process and accurately maintained after system changes.	X	
Provide Avaya with remote system access via an Avaya-approved connectivity method as provided in this Service Description.	X	
Use the "Avaya Products Security Handbook" available at http://support.avaya.com along with the individual product documentation to	X	
secure remote access capabilities.		
Install, maintain and manage the Secure Access Policy Server including administration of access policies if the End Customer opts to use Secure Access Policy Server (Preferred Support only).	X	

B. POST-IMPLEMENTATION SUPPORT

Service requests from non-accredited personnel may result in delayed support and will be billed time and material charges using IPC as an authorized Avaya reseller's then current Maintenance Per Incident Rates.

Responsibility	End Customer	IPC or Avaya
Define internal procedures to maintain control of the original software media including creation of backup copies.	X	
Maintain a procedure external to the software program(s) and host computer for backup and reconstruction of lost or altered files, data or program to the extent the End Customer deems necessary.	X	
Notify IPC of any moves of Supported Products covered by this Service Description.	X	
Access and use web-based services available at http://support.avaya.com prior to submitting a service request to Avaya	X	

Utilize Support Web site tools such as Create Service Request, Check Case Status, Request Parts Replacement, Administer End Customer Site Contacts, Download Software, and Check upgrade Entitlements	X	
Contact IPC for entitled support.	X	
Monitor alarms generated by Supported Products and carry out instructions available at http://support.avaya.com to resolve those alarms (Essential Support only).	X	
Ensure the network path allows Avaya alarms to be sent from Avaya Products to Avaya via modem or Secure Access Link	-X	
Authorize Avaya to utilize the End Customer's global network to deliver alarms to the Avaya Service Center, if necessary.	X	
Provide the Avaya Service Center with the following information when reporting a trouble: Avaya-provided End Customer Sold To Number, End Customer contact information, Description and urgency of the problem, as well as system passwords and equipment access control features required for Avaya to provide remote support.	X	
Upon receipt of an IPC as an authorized Avaya reseller or Avaya service request, perform troubleshooting and diagnostics via remote connection to isolate software and		X

hardware-related problems and determine whether a Supported Product is working in accordance with Avaya's standard and published documentation, including all associated application and configuration notes.		
Unless onsite coverage by Avaya was purchased: Onsite troubleshooting as required.	X	
Upon receipt of an IPC and/or Avaya service request, isolation and resolution of all reproducible problems or anomalies resulting when Avaya installation or configuration instructions were used, as long as the configuration errors are specific to unaltered Avaya software product.		X
Upon receipt of an IPC and/or Avaya service request, identification and resolution of any inconsistencies or errors in Avaya product documentation.		X
Request advance replacement of parts for Supported Products.	X	

<p>Unless onsite parts replacement coverage by Avaya was purchased:</p> <p>Replace defective part. Return faulty parts to Avaya according to the guidelines in the Parts Coverage section of this Service Description.</p>	<p>X</p>	
<p>For onsite parts replacement coverage, provide IPC as an authorized Avaya reseller or Avaya with onsite access to the Supported Products during Coverage Hours. 'Access' includes physical access as well as network access to Supported Products. Additional charges may apply if an IPC as an authorized Avaya reseller or an Avaya field technician is scheduled to service equipment and the technician must wait after arriving onsite for equipment to become available for servicing.</p>	<p>X</p>	
<p>Schedule availability of authorized staff that will have the authority to make decisions on End Customer's behalf concerning the maintenance and service support of systems. The authorized staff is responsible to:</p> <ul style="list-style-type: none"> • Approve any associated maintenance per incident charges • Provide and approve all purchase orders for maintenance per incident invoices; • Permit IPC as an authorized Avaya reseller or Avaya to conduct an equipment certification, serviceability, and inventory check if required by IPC as an authorized Avaya reseller and Avaya prior to service assumption. 	<p>X</p>	
<p>Determine and schedule Major Release Upgrades including authorizing End Customer contacts eligible to download the software (Upgrade Advantage only).</p>	<p>X</p>	
<p>Maintain the system at a current support release (N). Or one Major Release prior (N-1).</p>	<p>X</p>	
<p>Maintain Avaya products at the most current Service Pack ("SP") and Firmware ("FW") update level</p>	<p>X</p>	
<p>Ensure registration of Avaya Supported Products is updated as defined by IPC as an authorized Avaya reseller or Avaya's most recent registration process, including the removal of deactivated equipment. This includes removing the programming for any inactive or moved equipment administered in the customer's Communication Manager.</p>	<p>X</p>	
<p>Notify IPC as an authorized Avaya reseller of any software/hardware upgrades, updates to, or additions of any new software and/or applications to the existing systems, if such upgrades and software/applications were purchased from a vendor other than Avaya.</p>	<p>X</p>	

Perform network audits on their network to ensure it is within Quality of Service specifications (e.g. packet loss, jitter, packet latency, etc.) to maintain voice and data services, especially after making any changes to their network.	X	
Advise IPC as an authorized Avaya reseller of all changes that affect the End Customer's network configurations and operations of Supported Products which may include IP addresses, subnet assignments, topology, server configuration or changes to firewalls that impact IPC as an authorized Avaya reseller and Avaya's ability to monitor or remotely access the Supported Products.	X	
Register for case status alerts to receive notification of unresolved EXPERT Systems alarms and off-board alarms (Preferred Support only).	X	
As of May 1, 2018, Avaya will no longer have available for download specific versions of legacy products with the embedded software that is no longer being used by Avaya. Before May 1, 2018, Customers with affected products in Production are responsible to download and preserve all software necessary to restore, move, or re-install for any reason their Production systems OR upgrade to a release or product line that is not affected, as recommended by Avaya. The list of affected products is located at https://downloads.avaya.com/css/P8/documents/101029433	X	

11. GENERAL

A. BILLING AND CONTRACT START DATES

Support will commence and be chargeable as follows:

- If the Supported Products are purchased through an Avaya Partner (including Support Advantage Retail), regardless of what company installs the supported products, Support and billing will commence in accordance with the below schedule:

Order Type	Commence Support and Billing on the First Day of Month
New Supported Products	Equipment Installation is complete and users are on new system*
Upgrades of existing products already under SA support coverage, including licenses	Equipment Installation is complete and users are on new system*

Increases in the quantity of existing products already under SA support coverage	First Month*
Same order for increases in the quantity of existing products already under SA support coverage contains new Supported Products or an upgrade	Second Month*
Same order for increases in the quantity of existing products already under SA support coverage and new Supported Products or an upgrade, also contains increases in the quantity of existing Third Party Products already under SA support coverage	First Month*

* following the date that the installation of the Supported Products is installed by IPC as an authorized Avaya reseller and accepted by Milwaukee County and users are on new system.

Note –

- For Third Party Products support commencement may vary from the above dates.
- If an earlier commencement from the above dates is being requested, then this must apply to all line items in the order.

B. TRUE UP

1. IPC as an authorized Avaya reseller may perform true ups to determine if additional Software Licenses have been added to Supported Products and bill for the additional licenses.
2. For CaaS solutions, Avaya will utilize the CaaS solution capabilities (ex. Avaya Contact Center Control
3. 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 IPC as an authorized Avaya reseller invoicing. Minimal invoicing thresholds apply per the CaaS offers.

Reductions in support fees are not permitted except at renewal.

C. RENEWAL OF COVERAGE

Support Advantage coverage for Supported Products may be renewed by written agreement between IPC and the County at the end of the initial term of coverage or any renewal term under Avaya’s then current Service Description applicable to Supported Products, unless either party provides written notice of its intent not to renew such coverage at least 30 days prior to the renewal date. Support Advantage 1-year and multi-year support agreements may be renew in writing at then-current rates and for a similar term length as the expiring agreement.

D. RE-INITIATION OF LAPSED COVERAGE

A re-initiation fee will apply to reinstate support and Subscription Licensing when coverage has lapsed.

The applicable re-initiation fee will be invoiced and payable with the first billing of the new coverage. For details on the fees, refer to the [Support Re-initiation Policy](#).

Note:

1. The re-initiation fee is subject to change at any time.
2. Re-initiation fees are not discountable.
3. Time and Materials (T&M) support is not available if a support contract has lapsed.
4. Support and upgrade entitlements are not available the day after the expiration date of the support contract.

E. CERTIFICATION

Supported Products that are newly purchased, used or have not been continuously covered by IPC as an authorized Avaya reseller and 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:

1. Supported Products classified by Avaya as "not customer-installable" were installed by a party other than Avaya, an authorized Partner or a manufacturer or manufacturer-authorized service provider (for non-Avaya products).
2. 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 IPC as an authorized Avaya reseller'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 Customer 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.

F. 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 End Customer 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 IPC as an authorized Avaya reseller shall bill the End Customer 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.

G. 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 End Customer is found to have fragmented coverage whereby one application is not covered by at least Essential support, the End Customer 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 treated as though canceled by the End Customer as per

the "Termination of Support" provisions set forth below and the cancellation fees set forth below will apply. A list of integrated solutions is located at http://support.avaya.com/support_advantage.

In the scenario where the end Customer has both perpetual and subscription licenses in the integrated Avaya solutions and some of the perpetual licenses are not covered with the appropriate service support, then this lack of adequate coverage must be corrected when the contract is renewed.

H. COVERAGE REQUIRED FOR AVAYA INDEPENDENT PRODUCTS OR APPLICATIONS AT SAME SITE

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 (e.g., Communications Manager with Essential Support and Modular Messaging with Preferred Support) and with different delivery options. However, fragmentation across contract selling models (Direct and Retail vs Wholesale vs Co-delivery) for a Customer is strongly discouraged and must be in compliance with the Like for Like Policy and Sales Engagement Principles. Where customer locations are covered by a mixture of both Wholesale and Co-delivery the Channel Partner is required to take first call on all service requests.

I. COVERAGE ON LIFETIME WARRANTY PRODUCTS

When Support Advantage is purchased on a product which already includes a lifetime warranty, the terms of this service agreement supersede the warranty terms during the duration of the support agreement. Upon expiration of the support agreement, the terms of the lifetime warranty will govern. It is recommended that End Customers choose to cover their whole network with Support Advantage for fabric allowing them seamless access to tech support and choice of parts and onsite options.

J. DEDICATED ACCESS

As an entitlement to the End Customer's product purchase, IPC as an authorized Avaya reseller and Avaya will provide the Secure Access Link (SAL) Gateway in order to provide remote, secure access to the End Customer's systems for support. The Customer should have the SAL Gateway installed no later than the delivery date of the Avaya installed systems/devices or prior to the commencement of support in all other situations, so that IPC as an authorized Avaya reseller or Avaya can perform the services as described. The IP address must be provided to IPC as an authorized Avaya reseller or Avaya as soon as it is available. The Policy set by the End Customer must allow outbound connection from the End

Customer's location back to the Avaya Service Center in order for IPC as an authorized Avaya reseller or Avaya to provide remote support on a 24x7 basis or there may be degradation to the service and support the End Customer receives from Avaya. The Avaya support obligations under this document are contingent on the provision of remote access.

If an IPC as an authorized Avaya reseller-approved standard remote connectivity method is not approved and implemented by the End Customer, IPC as an authorized Avaya reseller is excused from any liability and contractual performance standards when using non-standard connectivity methods. If using non-standard connectivity methods, Avaya may not be able to provide support and IPC as an authorized Avaya reseller may charge time and material charges using IPC as an authorized Avaya reseller's then current Per Incident Maintenance rates to cover any additional costs to IPC as an authorized Avaya reseller in providing support to the End Customer when such costs are caused by the End Customer's use of nonstandard connectivity methods or its failure to complete the Avaya product registration process.

12. TERMINATION OF SUPPORT AND BUSINESS CONTINUITY

(a) Termination. County may terminate Services by providing a thirty (30) day written notice to the other Party of its intention to terminate this Agreement. Any and all unearned Fees paid by the County shall be refunded to the County within thirty (30) days of the date of the written notice of termination.

(b) Business Continuity. IPC shall maintain appropriate contingency plans providing for continued operations in the event of a catastrophic event affecting IPC's business operations. IPC will furnish a summary of its business continuity policies and practices to County upon request.

13. EXTENDED SERVICES SUPPORT

Periodically, IPC as an authorized Avaya reseller or Avaya or a third party manufacturer may declare "end of life," "end of service," "end of support," "manufacture discontinued" or similar designation ("End of Support") for certain Supported

Products. When this designation occurs, the subsequent support period is referred to as "Extended Services Support". Refer Avaya Product Lifecycle Policy for further details:

<http://support.avaya.com/css/P8/documents/100081098>

The End Customer may access Avaya's user support website (<http://support.avaya.com>, or such successor site as designated by Avaya) for End of Support notifications, and to register an e-mail address to receive e-mail notifications of the same, when published by Avaya. For Products subject to End of Support, Avaya will continue to provide the support described in this Service Description, except for the End of Support exceptions listed herein

IPC as an authorized Avaya reseller or Avaya will make commercially reasonable efforts to provide the same level of support described in this document, with the following exceptions:

- Product Engineering support and new maintenance updates, such as Product Correction Notices (PCNs), "bug fixes" and interoperability/usability solutions, are no longer provided.
- Certain faults or functionality issues may not be resolvable or reproducible without upgrading the system to a version currently supported by the manufacturer. The Customer will be responsible for the costs associated with any upgrades.
- Access to and availability of support expertise on some Products may decline over time
- The Customer may experience delays in response or repair intervals.
- Avaya will endeavor to reserve its spare parts inventory to support Extended Services Support customers. However, since replacement parts may no longer be manufactured, some Products may become increasingly scarce over time. This scarcity may affect response and repair times, and certain Products may require replacement with more current substitute Products, whether new or refurbished.
- It may be necessary to purchase an upgrade to resolve a trouble if replacement parts or substitute Products are not available, or if the substitute Product is incompatible with a customer's current Product. The risk of this situation will depend on the Product's type and age. Avaya will endeavor to highlight upcoming shortages via ongoing "Services Support Notices" posted at support.avaya.com.
- The extended services support period may vary based on product availability, demand and other business factors, at Avaya's discretion.

Extended Services Support is provided only to the Avaya End Customer purchasing support services (i.e., Support Advantage) for the affected Supported Products.

A list of products that are currently supported is available from Avaya at http://support.avaya.com/Support_Advantage.

14. FEES, PAYMENT SCHEDULE, MILESTONES, COSTS AND INVOICES

A. START DATE: The Avaya Preferred Support Advantage time line for this project will start after the equipment has been installed and users are on a new system in Phase 1 ("Start Date").

B. FEES: The Fees for Phase 1 and 2 shall be paid when the Equipment and Software are ordered. Thereafter, the annual Fees for Support and Service shall be invoiced to the County by IPC on the anniversary of the Start Date. Support Services will commence when each phased implementation is complete and users are on the new system.

C. MILESTONES:

PHASE 1 MILESTONES FOR SPHERES 1 & 2				
Milestone		Description	Payment Schedule	
			Percentage of Total Fees	Fees
1	At time of order for Avaya hardware and software.	Avaya Preferred Support Advantage for County Proper Phase I will start when the equipment is fully implemented and users are on new system.	100%	\$87,933.88
1	At time of order for Avaya hardware and software.	Avaya Preferred Support Advantage for GMIA Phase 1 will start when the equipment is fully implemented and users are on new system.	100%	\$9,569.64
Total:			100%	\$97,503.52

1 Sphere 1 – County Proper Phase I has a Fee of \$87,933.88 a 100% will be paid to IPC upon completion of this Milestone.

1 Sphere 2– GMIA has a Fee of \$9,569.64 a 100% will be paid to IPC upon completion of this Milestone.

PHASE 2 MILESTONES FOR SPHERES 1				
Milestone		Description	Payment Schedule	
			Percentage of Total Fees	Fees
1	At time of order for Avaya hardware and software.	Maintenance and Support Service for County Proper	100%	\$56,105.76
Total:			100%	\$56,105.76

D. COSTS: (indicate all that apply)

Milwaukee County Proper Phase I Fee of \$87,933.88

- The above Fee includes Avaya Preferred maintenance and support for 12 months.
- The above Fee does not include materials and expenses.

GMIA for Milwaukee County Phase I Fee of \$9,569.64

- The above Fee includes Avaya Preferred maintenance and support for 12 months.
- The above Fee does not include materials and expenses.

Milwaukee County Proper Phase II Fee of \$56,105.76

- The above Fee includes Avaya Preferred maintenance and support for 12 months.
- The above Fee does not include materials and expenses.

GMIA for Milwaukee County Annual Maintenance Fee of \$9,569.64

- The above Fee includes Avaya Preferred maintenance and support for 12 months.
- The above Fee does not include materials and expenses.

Milwaukee County Proper Annual Maintenance Fee of \$144,039.64

- The above Fee includes Avaya Preferred maintenance and support for 12 months.
- The above Fee does not include materials and expenses.

GMIA for Milwaukee County Annual Maintenance Fee of \$9,569.64

The above Fee includes Avaya Preferred maintenance and support for 12 months.

The above Fee does not include materials and expenses.

E. INVOICES:

Payment of all invoice shall follow the terms and conditions set forth in Paragraph 5 of the Master Service Agreement.

Invoice Delivery Address. IPC shall send an invoice for fees due from Milwaukee Proper or GMIA by email and postal mail to of the following addresses:

For County Proper:

Milwaukee County DAS-IMSD
Attn: Accounts Payable
901 N. 9th Street, Room 301
Milwaukee, WI 53233
APinvoices@milwaukeecountywi.gov

With a copy to:

Milwaukee County DAS-IMSD
Attn: IMSD Invoices
633 W. Wisconsin Avenue, STE 1100
Milwaukee, WI 53203

For GMIA:

General Mitchell Int'l Airport (MKE)
Attn: Andrew Shoemaker
IT Manager
5300 South Howell Avenue
Milwaukee, WI 53207
ashoemaker@mitchellairport.com

With a copy to:

IT@mitchellairport.com

F. TERM

The Term of this Agreement shall commence on the Effective Date and continue in full force and effect until December 31, 2012, unless extended by written agreement of the Parties.

APPENDIX A: DEFINITIONS

Business Severity Categories:

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.

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.

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.

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.

Class 1 Product Correction Notice: A major system failure due to product non-conformance with high probability of potential loss of system use or functionality and/or loss of customer information.

Class 2 Product Correction Notice: A moderate system failure with moderate probability of loss of system use or functionality and/or loss of customer information.

Class 3 Product Correction Notice: A minor system failure with low probability of potential loss of system use of functionality and/or loss of customer information.

Commercial Agreement: Means, as the context requires, a direct Customer Agreement, a Reseller Agreement, a Value-Added Reseller Agreement, a Distributor Agreement, a Service Provider or Systems Integrator Agreement.

End Customer: Means the end customer purchasing support service directly from the Partner (or the Partner purchasing service for its own internal use) for the Supported Products.

Feature Pack: A downloadable, quick and easy to install, software deliverable containing one or more features that may be enabled individually and/or optionally licensed. May also contain maintenance correction. Feature Packs are typically designated as a change in the digit to the right of the second decimal point (e.g., n.y.[z]).

Maintenance Per Incident: Time and material (T&M) support available for out-of-scope or break-fix related activity not included in this Service Description. Support may be remote and/or onsite based on the product being supported and the time of day.

Major Release: A major change to the software that introduces new optional features and functionality. Major Releases are typically designated as a change in the digit(s) to the left of the first decimal point (e.g., [n].y.z).

Minor Release: A change to the software that introduces a limited amount of new optional features and functionality and/or extension of existing features. Minor Releases are typically designated as a change in the digit to the right of the first decimal point (e.g., n.[y].z).

Order Closure: When an order is booked and closed within Avaya's billing system of record (SAP).

Partner: Means, as the context requires, any of the following: an authorized Avaya reseller, value added reseller, distributor, service provider, or systems integrator partner.

Perpetual License: One-time fixed quantity license typically billed up front allowing continued use of the software for as long as the customer complies with the license terms in the contract language.

Service Description: The Service Description may also be referred to as a Service Agreement Supplement (SAS), Service Description Document (SDD), Statement of Work (SOW), or Channel Service Agreement.

Software Update: Changes in the software that typically provide maintenance correction only. An update is typically designated as a change in the digit to the right of the second decimal point (e.g., n.y.[z]), representing a re-release of the corrected software version, or an issue(s)-specific correction provided in the form of a patch, super patch, service pack, bug fix, etc.

Standard Business Hours: 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).

Standard Operating Environment: The covered applications, databases and operating systems that have been tested and certified by Avaya.

Subscription Licensing: Means the Software licenses which are subject to a Fixed Term Software Subscription and/or Pay-per-use Software Subscription at any given time.

Subscription License – Fixed Quantity: Fixed Quantity of Software typically billed up front on a recurring basis and used for a specific, limited period of time during which the user is allowed access/right to use of the software.

Subscription License – Pay-Per-Use: Variable Quantity of Software typically billed in arrears on a recurring basis and used for a specific, limited period of time during which the user is allowed access/right to use of the software.

Supported Products: The software and hardware products manufactured by Avaya and included on a service order form. Support for products manufactured by independent third parties (OEM products) may be included as Supported Products under a separate Service Description. These products are often serviced by third parties and the levels of service coverage and response intervals are designated by the third party performing the service. The service levels and response times contained in this document will not apply to these third party products.

Third Party Products: means any products manufactured or developed by a party other than Avaya, and may include without limitation, products ordered by Reseller or End User from third parties pursuant to Avaya's recommendations. However, components of Avaya-branded Products are not Third Party Products if they are both (i) embedded in Products (i.e., not recognizable as stand-alone items); and (ii) are not identified as separate items on Avaya's price list, quotes or Documentation.

Update: Shall mean a Product Correction Notice (PCN), any published changes, additions or corrections to be the Software that primarily include a minor modification or enhancement to the Software to a bug fix, minor additional functionality or legislative changes. An Update is designated by a change in the right-most digit in the version number (for example, a change from x.1 to x.2).

Unauthorized Avaya Product

Means an Avaya product or component which (i) is acquired by Reseller or any predecessor in title from a source other than Avaya or a Distributor or (ii) is sold by Reseller to unauthorized third parties who are not End Users. Notwithstanding the foregoing, if the Territory is a European Union country, Avaya products or components sold to or acquired from another European Union country authorized Channel Partner shall not be considered Unauthorized Avaya Products.

Upgrade: Shall mean a Major Release of software or a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software. An Upgrade is designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.x to 2.x).

PROPOSAL ACCEPTANCE

By signing this agreement, the parties agree to the terms and conditions as stated in this document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

FOR MILWAUKEE COUNTY:

FOR INTEGRATION PARTNERS, INC. on its behalf and as an authorized Avaya Reseller:

By: _____ Date: _____
Laurie Panella, CIO
Department of Administrative Services
Information Management Services Division

By: _____ Date: _____
Name: _____
Title: _____
Taxpayer ID No.: _____

IF PRINCIPAL IS A CORPORATION, IMPRINT CORPORATE SEAL.

REVIEWED AS TO INSURANCE REQUIREMENTS:

REVIEWED REGARDING THE DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS:

By: _____ Date: _____
Risk Manager

By: _____ Date: _____
Community Business Development Partners

APPROVED AS TO FUNDS AVAILABLE WISCONSIN STATUTES §59.255(2)(e):

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS

By: _____ Date: _____
Office of the Comptroller

By: _____ Date: _____
Corporation Counsel

By: _____ Date: _____
Chris Abele, County Executive
Office of the County Executive

APPROVED AS COMPLIANT UNDER § 59.42(2)(b)s, STATS:

By: _____ Date: _____

Corporation Counsel