

Avaya Experience Platform™

Public Cloud

Service Description

Dated: April 29, 2024

Release: 1.19



www.avaya.com

© 2024 Avaya LLC. All Rights Reserved.

Avaya and the Avaya Logo are trademarks of Avaya LLC. and are registered in the United States and other countries. All trademarks identified by the ®, ™, or ™ are registered marks, trademarks, and service marks, respectively, of Avaya LLC. or its affiliates. All other trademarks are the property of their respective owners.

Avaya - Proprietary & Confidential.

Use pursuant to the terms of your signed agreement or Avaya policy.

1 INTRODUCTION

General

This Service Description (“Service Description” or “SD”) describes the Avaya Experience Platform™ (“AXP”) Public Cloud offer (“Service”) that is available to the Customer to purchase. It supersedes all prior descriptions relating to such Service and includes all its attachments, exhibits and appendices. Your use of the Service is governed by this SD and the terms and conditions of the written or online agreement between you and Avaya or the applicable authorized Avaya partner (“Agreement”). In the event of a conflict between this SD and the Agreement, the terms and conditions of this SD will control. Capitalized terms used but not defined herein shall have the meaning set forth in your Agreement.

Avaya reserves the right to change this Service Description from time to time at its discretion. Avaya posts the most current Service Description at: <https://downloads.avaya.com/css/P8/documents/101074226>, or a successor link as designated by Avaya, and Customer is responsible for periodically monitoring the foregoing link.

Features or functionality that are not explicitly documented in this SD are not offered. Avaya obligations are as specifically stated in this document and its incorporated links.

Customer is responsible for ensuring that any use of the Service is compliant with all applicable local, state, national, foreign, and international laws and regulations.

Enabling the Service depends on Customer fulfilling their responsibilities as detailed in this SD. In addition, the Customer is responsible for the costs and expenses incurred by Customer to satisfy all of its responsibilities under this SD.

If the Customer has not timely performed any of its express obligations under this SD, then until such time as Customer has fulfilled the said delayed obligations, Avaya may charge Customer for any additional activities performed and costs incurred by Avaya as a result of the delay or failure; and Avaya’s failure to perform any of its obligations is excused to the extent caused by Customer’s failure or delay.

Any roadmap information contained herein is provided for information purposes only and is not a commitment or an obligation to deliver any product, product feature or software functionality.

1.1.1. External links

While reasonable efforts have been made to ensure that the external links contained in this SD are accurate and up to date as at the date of publication, Avaya assumes no liability for any errors. From time to time Avaya may change or designate successor web sites to post the content referred to in this SD without notice to Customer or a need to change this SD. Changes to external links will not result in additional costs to Customer or degradation in available features and functionality.

Glossary

In this SD:

- “Agent” means any call center personnel of Yours who is an Authorized User.
- “Authorized Users” means Your officers, directors, employees, agents, permitted contractors, and any other users who will have access to AXP Public Cloud as determined by You, for internal purposes and not for resale or commercial use.
- “Customer,” “You” or “Your” is the end customer purchasing the Service from Avaya or an Avaya partner.
- “Customer Data” refers to Your electronic data, text, audio recordings or other data that is transmitted, stored, retrieved or processed by You in, to or through AXP Public Cloud.
- “Documentation” means information published in various mediums which may include, without limitation, product information, service catalogs, operating instructions and performance specifications applicable to the Service as updated at any time and from time to time by Avaya and delivered to You and/or Your Authorized Users. Notwithstanding anything to the contrary, if there is a conflict between this Service Description and any Documentation, this Service Description will govern and control.

- “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented, and the federal regulations issued pursuant to the Act.
- “Party” refers to Avaya or Customer individually and “Parties” refers to Avaya and the Customer.
- “Statement of Work” or “SOW” means a statement of work executed by You and Avaya, which specifically states that it is governed by the Agreement and this Service Description.

Terms, Acronyms and Phrases

Those terms, acronyms and phrases not defined in this document or the Agreement but in common usage in the information technology (“IT”) industry, telecommunications industry or other pertinent business context shall have their generally understood meanings in such industries or other applicable business context.

2 SERVICE TERMS

Feature and Services Overview

AXP Public Cloud (formerly Avaya Experience Platform) is a true, multi-tenant, complete contact center solution addressing the needs for inbound and outbound service and sales and call center management for any business, of any size.

Avaya Experience Platform Public Cloud Bundles

AXP Public Cloud offers the following Service bundles:

- **Digital Only:** The Digital Only bundle enables Customer to interact across Digital capabilities such as email, messaging, and web chat. Customer may select either the Named Agent or Concurrent Agent billing metric for this bundle.
- **Voice Only:** The Voice Only bundle enables Customer to interact using Voice capability. Customer may select either the Named Agent or Concurrent Agent billing metric for this bundle.
- **All Media:** The All Media bundle enables customers to interact across Digital and Voice capabilities. Customer may select either the Named Agent or Concurrent Agent billing metric for this bundle.
- **Avaya Experience Platform Connect:** Avaya Experience Platform Connect allows on-premises AXP On-Prem (formerly Avaya Call Center Elite) systems to integrate with AXP Public Cloud to leverage features and functionality as described in the table below. The Avaya Experience Platform Connect bundle is only with the Concurrent Agent billing metric.

The following table summarizes the features available within each Service bundle.

Capabilities and Features by Bundles	Named / Concurrent			Concurrent
	Digital Only	Voice Only	All Media	Avaya Experience Platform Connect (Hybrid Voice for AXP On-Prem)*
Unified Desktop	✓	✓	✓	✓
WebRTC Voice	✗	✓	✓	✓
Preview Dialing	✗	✓	✓	✗
Avaya Cloud Office Integration	✗	✓	✓	✗
Avaya Aura Integration	✗	✓	✓	✓
Avaya Spaces Collaboration ⁸	✓	✓	✓	✗
Microsoft Teams Integration ⁹	✗	✓	✓	✗
Salesforce.com Embedded Desktop	✓	✓	✓	✓
Microsoft Dynamics 365 Embedded Desktop	✓	✓	✓	✗
ServiceNow Embedded Desktop	✓	✓	✓	✗
Skill Based Routing	✗	✗	✗	✓
Queue based routing	✓	✓	✓	✗
Attribute based routing	✓	✓	✓	✗
Reporting and Analytics	✓	✓	✓	✗
Visual Orchestration Workflow	✓	✓	✓	✗
Customer Journey	✓	✓	✓	✗
Immediate Callback Customer First	✗	✓	✓	✗
Advanced Wait Treatment	✓	✓	✓	✗ ¹⁵
e-Mail	✓	✗	✓	✗
Chat	✓	✗	✓	✗
Digital Channels multiplicity	✓	✗	✓	✗
Social Media Direct Channels ²⁰	+	✗	+	✗

Team collaboration*	✓	✓	✓	✗
Basic IVR ²	✓	✓	✓	✗
Text-to-Speech	✗	✓	✓	✗
Avaya Voice Recording	✗	✓ ²¹	✓ ²¹	✗
Verint Voice Recording ¹⁹	✗	✓ ¹⁴	✓ ¹⁴	✗
Verint Voice Recording Encryption ^{11,19}	✗	✓ ¹⁴	✓ ¹⁴	✗
Verint Voice Recording Search and Replay ^{11,19}	✗	✓ ¹⁴	✓ ¹⁴	✗
Verint Screen Recording ¹⁹	✗	⊕	✓ ¹⁴	✗
Verint Screen Recording Encryption ^{12,19}	✗	⊕	✓ ¹⁴	✗
Verint Screen Recording Search and Replay ^{12,19}	✗	⊕	✓ ¹⁴	✗
Verint Basic Quality Management ¹⁹	✗	⊕	✓ ¹⁴	✗
Verint Agent Coaching (as part of Basic Quality Management) ^{10,19}	✗	⊕	✓ ¹⁴	✗
Verint E-learning (as part of Basic Quality Management) ^{10,19}	✗	⊕	✓ ¹⁴	✗
Verint Scorecards (as part of Basic Quality Management) ^{10,19}	✗	⊕	✓ ¹⁴	✗
Verint Automated Quality Management – includes 1 Language ^{4,19}	✗	⊕	⊕	✗
Verint Automated Quality Management Additional Language ^{4,19}	✗	⊕	⊕	✗
Verint Workforce Management ¹⁹	✗	⊕	⊕	✗
Verint Speech Analytics ¹⁹	✗	⊕	⊕	✗
Verint Speech Analytics Additional Language ^{5,19}	✗	⊕	⊕	✗
Verint Speech Analytics Each Additional Line of Business ^{5,19}	✗	⊕	⊕	✗
Verint Compliance Trigger ¹⁹	⊕	⊕	⊕	✗
Verint Application Visualizer ¹⁹	⊕	⊕	⊕	✗
Verint Strategic Desktop Analytics ^{6,19}	⊕	⊕	⊕	✗
Verint Additional 1TB Storage ^{7,19}	✗	⊕	⊕	✗

Verint Interaction Data Export Manager Advanced ¹⁹	x			x
Verint Real Time Agent Assist ^{13,19}	x			x
Verint Interaction Wrap-Up Bot ^{19, 23}	x			x
Verint PII Redaction Bot ^{19, 24}	x			x
Verint Da Vinci Speech Transcription ¹⁹	x			x
Verint Experience Management Web & Mobile Bundle ¹⁹	x			x
Verint Experience Management Web & Mobile Segment ¹⁹	x			x
Avaya Contact Center Artificial Intelligence ¹⁶				x
Avaya SIP Trunking ^{1,3,17}	x			x
Bring your own carrier (BYOC) ^{1,3}	x			x
APIs ¹⁸	✓	✓	✓	✓

References/Notes	
Included with the Bundle	✓
Available as Add-on	
Not Available to the Bundle	x
Check Country Availability	1
Your use of IVR minutes is subject to the IVR Fair Use Policy described in this Service Description.	2
Enabled via CPaaS – Usage charges apply	3
Basic Quality Management applies to Voice only. It includes Agent Coaching, eLearning and Scorecards Basic Quality Management is a requisite for Automated Quality Management Automated Quality Management includes 1 language and is a prerequisite for Automated Quality Management Additional Languages	4
Speech Analytics is a prerequisite for Speech Analytics Additional Languages and Speech Analytics Line of Business	5
Both Compliance Trigger and Application Visualizer are a prerequisite for Strategic Desktop Analytics	6

1TB of storage is included by default per tenant	7
Avaya Spaces Business license entitlement is included, Power license can be purchased at additional charge	8
Microsoft Teams integration requires back-office users/experts using Office 365 E5 licenses for Voice interactions. E3 licenses are needed for Instant Messaging interactions. AXP Agents do not require any additional license.	9
Agent Coaching, E-Learning, Scorecards are included automatically with Basic Quality Management	10
Included by default with Voice Recording.	11
Included by default with Screen Recording	12
If the customer needs to create custom linguistic triggers for use by RTAA, Speech Analytics would then be a prerequisite.	13
Only included with the relevant Service bundle if You select the bundle described as “with WFE.”	14
Available through AXP On-Prem.	15
Avaya Contact Center Artificial Intelligence is governed by the Avaya Contact Center Artificial Intelligence Service Description found at this link .	16
Avaya SIP Trunking is governed by the Avaya SIP Trunking Service Description found at this link .	17
APIs are governed by the Avaya Application Programming Interface License Agreement found at this http://support.avaya.com/css/P8/documents/101087816 . Additionally, Your use of APIs is subject to the API Fair Use Policy described in this Service Description.	18
Verint-branded features are governed by the Verint Master Agreement found at this link .	19
Social Media Direct Channels requires purchase of Avaya Social Connections add-on.	20
Only included with the relevant Service bundle if You select the bundle with Avaya Voice Recording	21
The Verint Interaction Wrap-Up Bot requires Verint Real Time Agent Assist	23
The Verint PII Redaction Bot requires Verint Speech Analytics	24
ACES (Avaya Customer Experience Services) engagement required. Price not included in bundle.	*

Service Catalog

For a complete description of the Service’s features and capabilities, please refer to the AXP Public Cloud Service Catalog available at <https://download.avaya.com/css/public/documents/101075770>.

Avaya Customer Experience Services (ACES) Packages

Basic Activation: This ACES package is included for all new activations of Digital Only, Voice Only, and All Media bundles, at no additional fee. Basic Activation service provides basic setup and testing of the out-of-the-box features, without any level of personalization. At the completion of the Basic Activation services, the system will be ready for personalization services that can be performed by You, Avaya (for an additional fee), or an authorized Avaya partner.

Standard Implementation: For an additional fee, Avaya offers the Standard Implementation package

which may include end-to-end contact center design, implementation, and knowledge transfer services for one line of business.

Premium Professional Services: For an additional fee, Avaya offers optional professional services packages and custom quoted professional services for any of the AXP Public Cloud bundles. Examples include AI integrations, screen-pops, social media integration, data analytic workshops, SME advisory services, and more.

You may purchase add-on professional services for an additional charge. Add-on professional services may require a Statement of Work.

For additional information regarding any ACES services, please refer to the ACES Catalog for AXP Public Cloud at <https://sales.avaya.com/documents/1625301718202> or contact ACESOffers@Avaya.com.

Combining Different Bundles and Add-on Options

Your Service subscription may include more than one Service bundle or applicable add-on (e.g., 100 units of the Digital Only bundle, 200 units of the Voice Only bundle, 150 units of the All Media bundle, and 350 units of Workforce Management add-on). However, please note that the Avaya Experience Platform Connect Bundle may only be paired with the Digital Only bundle (and its applicable add-ons).

Regional Datacenter Deployments

For information about datacenter locations, please consult the AXP Public Cloud Product Privacy Fact Sheet at <https://www.avaya.com/en/documents/fs-experience-platform-cc15839en.pdf>.

Subscription Terms

The Service is offered on a subscription basis. Subscriptions are in 1, 2, 3, 4, and 5-year terms. Subscriptions will renew at the end of the initial term and any renewal term at then-current rates unless either party provides written notice of its intent not to renew such subscription at least 30 days prior to the renewal date. For Customers located in the United States or Canada, the renewal term duration will be the same duration as the expiring subscription. For all other Customers, the renewal term duration will be for one (1) year.

Pricing

The Service's pricing is based on multiple factors such as but not limited to minimum commitments, actual usage, fixed monthly charges, storage fees, and variable consumption services (e.g., SMS, social media channels, async messaging).

Usage Based Pricing

The Service's usage pricing is based on the highest number of Named Or Concurrent Agents who access and/or use the Service at any time within each monthly billing period ("**Monthly Usage**"), subject to the Monthly Minimum Agent Commit detailed below.

To support shift changes, Avaya will disregard concurrent agent usage peaks during the last 15 minutes of shifts.

By way of example, if during the month of May the number of Agents who accessed and/or used the Service concurrently was as described in the table below, Your fees for that month would be calculated based upon

a Monthly Usage count of 30 Agents, subject to the Monthly Minimum Agent Commit detailed below if higher.

Date	Highest Number of Agents
May 1	25
May 15	30
May 31	28

IVR Fair Use Policy

In relation to Your use of Basic IVR, Avaya will provide to You without additional charge a monthly allowance of IVR minutes, allocated on a per-Agent basis for each bundle type as described in the table below ("IVR Fair Use Allowance").

Bundle Type	Monthly Allowance of Free IVR Mins per Agent
Voice Only Bundle Named Agent	1800
Voice Only Bundle Concurrent Agent	2500
All Media Bundle Named Agent	2500
All Media Bundle Concurrent Agent	3500

Avaya will provide Customer the ability to track its actual usage of IVR minutes.

Customer consumes IVR minutes, including the IVR Fair Use Allowance, when Basic IVR capabilities are used for inbound, outbound, and secure call flows – as well as bot flows, if present. Avaya will measure IVR minutes consumption, by using a session timer to calculate (in one second increments) the session duration of each IVR flow. Session duration starts at the IVR flow initiation and ends upon an IVR flow termination event (e.g., transfer to ACD, disconnect, or exit). Avaya will calculate the monthly aggregate IVR minutes consumed; and for any consumption of IVR minutes that exceeds the IVR Fair Use Allowance, Avaya will bill You an overage charge as described below.

Applicable To	Overage Pricing	Metric
Voice and All Media Bundles	\$0.010	Per each additional minute

Basic IVR capabilities include the following:

- Announcements
- DTMF prompts and capture
- Wait Treatment
- Set Language
- Transfer to Queue
- Variables Exchanges
- Payload Updates/Exchanges
- IVR Trees

- Menus, Transfers, Disconnects
- External Data Dips
- Text-to-Speech
- Callback flows

Note: AI Virtual Agent/NLU/Conversational Self-Service are not part of the IVR fair use policy. Those services are tracked and invoiced separately per existing rate cards.

API Fair Use Policy

AXP Public Cloud offers APIs to extend platform functionality and build customizations. You may access available AXP Public Cloud APIs at the Avaya Developer portal: <https://developers.avayacloud.com/>.

In relation to Your use of the APIs, Avaya will provide to You without additional charge a monthly allowance of API calls, allocated on a per-Agent basis for each bundle type as described in the table below ("API Fair Use Allowance").

Bundle Type	Monthly Allowance of Free API Calls per Agent
Voice Only Bundle Named Agent	78,000
Voice Only Bundle Concurrent Agent	110,000
Digital Only Bundle Named Agent	110,000
Digital Only Bundle Concurrent Agent	150,000
All Media Bundle Named Agent	110,000
All Media Bundle Concurrent Agent	150,000

For any API calls that exceed the API Fair Use Allowance, Avaya will bill You an overage charge as described below.

Applicable To	Overage Pricing	Metric
API usage	\$0.0001	Per each additional API call

For Analytics APIs (Historical or Real Time) only: The API overage charge described above will not apply. Instead, Customer will be charged for the volume of data extracted using any Analytics APIs, as described below.

Applicable To	Per GB Pricing	Metric
Analytics API Usage	\$0.1725	Per GB of data extracted

Cloud Storage Fair Use Policy

The AXP Public Cloud offer includes cloud storage per tenant specifically for the storage of Customer Data created by your use of the Avaya Voice Recording feature. Avaya will provide to You without additional charge a monthly usage allowance of this cloud storage, allocated on a per-Agent basis for each bundle type as described in the table below (“Cloud Storage Fair Use Allowance”).

Bundle Type	Monthly Allowance of Free Cloud Storage in Gigabytes
Voice Only Bundle Named Agent	17.5
Voice Only Bundle Concurrent Agent	22.75
Digital Only Bundle Named Agent	8
Digital Only Bundle Concurrent Agent	10
All Media Bundle Named Agent	25
All Media Bundle Concurrent Agent	32.5

For data storage usage exceeding the Cloud Storage Fair Use Allowance, Avaya will bill You an overage charge as described below.

Applicable To	Overage Pricing	Metric
Cloud Storage Usage	\$0.35	Per each additional GB of storage

Service Level Agreement

The applicable performance objectives for AXP Public Cloud are available at the following link and incorporated herein by reference: <https://support.avaya.com/css/public/documents/3562945>.

Onboarding

Upon acceptance of an order for the Service, an Avaya specialized team will oversee the activities required to activate the Service. At a high level this includes the setup of the Service on a public partition of a logical structure of resources (“Tenant”) that hosts the configuration in respect to the different Service bundles. The Ramp-Up Period (defined below) starts upon creation of this Tenant and the first Authorized User’s activation.

Subscription Fees

During the first ninety (90) days of Your services, which timeframe is in addition to Your subscription term, (“**Ramp-up**”), Subscription fees are based on actual Monthly Usage. For example, if You order a 3-year subscription, it will consist of a ninety (90) day Ramp-up period followed by a 3-year subscription term.

After Ramp-up, your subscription term begins and Subscription fees are based upon the minimum number of committed Agents You purchase (“**Monthly Minimum Agent Commit**”). You may elect to increase Your Monthly Minimum Agent Commit at any time after Ramp-up and the increase will take effect on the first day of the next month.

Recurring fees (including Subscription fees) are billed monthly in arrears and adjusted for any increases in services in a given month. For example, if You add a new Agent or purchase an add-on feature or service in the middle of Your billing period, You will receive a charge on Your next monthly bill.

Support Services

Avaya support services <https://support.avaya.com/css/secure/documents/101085728> are included in the subscription pricing and include: (i) incident tracking and resolution, and (ii) certain updates and upgrades that Avaya elects to provide to its AXP Public Cloud customers generally.

The Service will require updates from time to time. Updates may take the form of bug fixes, changes in the soft clients, new or enhanced functionality, and updates or new versions of the software, and are intended to improve or enhance the service. You agree to receive updates and upgrades as part of Your subscription.

Maintenance activity for the Service will also be required from time to time. For planned maintenance activity, Avaya will use commercially reasonable efforts to provide You with email notification at least fourteen (14) days in advance of the planned maintenance date. For urgent maintenance activity, Avaya will use commercially reasonable efforts to provide You with email notification describing the proposed time and duration of the maintenance activity, at least 24-hours prior to performing the maintenance activity. Avaya will also advise You of the risks and potential outcome of not performing the maintenance activity.

Training

As part of Your Service subscription, Avaya will provide You with access to self-service training resources including videos, user guides, and other documentation. You agree to train Your Authorized Users in accordance with Avaya's then-current guidelines before permitting Your Authorized Users to access or use the Service. At Your request, Avaya will provide Authorized User training for an additional fee. Authorized User training is required to preserve cloud service integrity, data privacy and security as well as operations, by minimizing Authorized User incidents that may disrupt service.

Access and Use of Avaya Experience Platform Public Cloud

Subject to the terms and conditions of Your Avaya Agreement and this Service Description, Avaya grants You a limited, non-sublicensable, non-exclusive, non-transferable right to permit Authorized Users to access and use the Service and associated Documentation obtained from Avaya (a) solely in connection with Your internal business operations, and (b) in accordance with the Documentation.

Your use of the Service is limited to bundles and number of users specified in the applicable order or other Avaya documentation provided to You.

Co-operation Scope of Use/Fair Usage Policy

Avaya may take any action it deems appropriate with respect to prohibited use of the Service or other use of the Service that it deems to be inappropriate, in violation of its terms, or potentially disruptive to Avaya, the Service or Avaya's network, including but not limited to issuing warnings; terminating Your AXP Public Cloud service, subscription, accounts, or Authorized Users; or disabling access to or suspending AXP Public Cloud service, subscription, or accounts. Your use and/or Your Authorized Users' use of the Service may be subject to certain restrictions and limits, including without limitation as to the number of Authorized Users and storage, which if applicable will be communicated by Avaya.

Emergency Security Issues

If there is an emergency security issue, Your account may be suspended automatically. If there is a suspension, Avaya will endeavor to ensure that suspension will be to the minimum extent required and of the minimum duration to prevent or terminate the issue. If Your account is suspended without prior notice, Avaya will provide the reason for the suspension as soon as is reasonably possible.

Regulatory Responsibilities

You acknowledge and agree that You are responsible for determining whether the Service is specifically appropriate for applicable law, rules and regulations applicable to Your business, and for use of the Service in a manner consistent with such laws, rules and regulations. You acknowledge and agree that use of the Service and each party's compliance with its respective obligations are not intended for, and do not constitute, Your compliance with any local, state, national or internal law, treaty or regulation.

Compliance with Applicable Laws

YOU ACCEPT THE RESPONSIBILITY OF YOU AND YOUR AUTHORIZED USERS USING AXP PUBLIC CLOUD 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.

PCI DSS Compliance

DURING THE SUBSCRIPTION TERM, AVAYA SHALL MAINTAIN PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS ("PCI DSS") COMPLIANCE FOR AXP PUBLIC CLOUD. UPON REQUEST, AVAYA WILL SUBMIT AN ATTESTATION OF COMPLIANCE ("AOC"), WHICH IS EVIDENCE OF A SUCCESSFULLY COMPLETED PCI DSS ASSESSMENT. CUSTOMER IS RESPONSIBLE FOR ENSURING THAT ITS USE OF THE SERVICE TO STORE OR PROCESS CREDIT CARD DATA COMPLIES WITH APPLICABLE PCI DSS REQUIREMENTS. ANY CUSTOMER USE OF AXP PUBLIC CLOUD THAT INCLUDES CUSTOMER (OR AVAYA, AT CUSTOMER'S INSTRUCTION) DEPLOYMENT OF ANY OTHER SERVICE OR FUNCTIONALITY (INCLUDING AVAYA ADD-ONS) IN CUSTOMER'S INSTANCE MAY AFFECT THE SERVICE'S PCI DSS COMPLIANCE, AND CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT ANY SUCH DEPLOYMENT MEETS CUSTOMER'S COMPLIANCE AND SECURITY REQUIREMENTS.

NOTE: AVAYA'S PCI DSS COMPLIANCE DOES NOT INCLUDE ANY COMPONENT OF THE AXP PUBLIC CLOUD CONNECT BUNDLE THAT RESIDES ON CUSTOMER'S PREMISES, SUCH AS THE AVAYA HYBRID CLOUD GATEWAY.

HIPAA Compliance

YOU MAY NOT USE THE SERVICE TO CREATE, RECEIVE, TRANSMIT, MAINTAIN, USE, OR DISCLOSE ANY PROTECTED HEALTH INFORMATION ("PHI") AS DEFINED IN HIPAA UNLESS THE PARTIES HAVE AGREED TO SUCH USE IN THE ORDER AND HAVE EXECUTED AN APPLICABLE BUSINESS ASSOCIATE AGREEMENT ("BAA"). ANY CUSTOMER USE OF AXP PUBLIC CLOUD THAT INCLUDES CUSTOMER (OR AVAYA, AT CUSTOMER'S INSTRUCTION) DEPLOYMENT OF ANY OTHER SERVICE OR FUNCTIONALITY (INCLUDING AVAYA ADD-ONS) IN CUSTOMER'S INSTANCE MAY AFFECT HIPAA COMPLIANCE (INCLUDING RENDERING ANY PREVIOUSLY GRANTED BAA NULL AND VOID), AND CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT ANY SUCH DEPLOYMENT MEETS CUSTOMER'S COMPLIANCE AND SECURITY REQUIREMENTS.

NOTE: AVAYA'S HIPAA COMPLIANCE DOES NOT INCLUDE ANY COMPONENT OF THE AXP PUBLIC CLOUD CONNECT BUNDLE THAT RESIDES ON CUSTOMER'S PREMISES, SUCH AS THE AVAYA HYBRID CLOUD GATEWAY.

Emergency Service Notice and Disclaimer

THE SERVICE INCLUDES AN EMERGENCY SERVICES COMPONENT. CUSTOMER IS RESPONSIBLE TO UPDATE END USER PHYSICAL LOCATION BY SENDING REQUIRED INFORMATION TO SIPTRUNKSUPPORT@AVAYA.COM.

THE EMERGENCY SERVICE COMPONENT DOES NOT HAVE THE SAME FUNCTIONALITY OR AVAILABILITY AS TRADITIONAL WIRELINE EMERGENCY SERVICES AND IS SUBJECT TO CERTAIN

LIMITATIONS AND RESTRICTIONS, INCLUDING WITHOUT LIMITATION, A REQUIREMENT TO REGISTER THE LOCATION OF EACH USER'S PHONE OR SOFTPHONE WITH AVAYA AFTER ORDERING THE SERVICE. FULL DETAILS ON THE EMERGENCY SERVICES COMPONENT ARE SET FORTH IN THE AVAYA CLOUD EMERGENCY SERVICES DISCLOSURE NOTICE AT <https://download.avaya.com/css/public/documents/101069639>.

PLEASE NOTE THAT ACCESS TO EMERGENCY ORGANIZATIONS MAY CEASE IF THERE IS A POWER CUT OR POWER FAILURE, OR A FAILURE OF THE INTERNET CONNECTION ON WHICH THE SERVICES RELIES. SEE THE EMERGENCY SERVICES DISCLOSURE NOTICE REFERENCED ABOVE FOR MORE INFORMATION.

NOTE FOR AXP PUBLIC CLOUD CONNECT CUSTOMERS:

THE AXP PUBLIC CLOUD CONNECT BUNDLE IS NOT A CLOUD TELEPHONY SERVICE. THE BUNDLE USES THE EXISTING TELEPHONY SERVICE OF THE CUSTOMER'S EXP ON-PREM DEPLOYMENT. THE BUNDLE DOES NOT PROVIDE EMERGENCY SERVICES, SUCH AS 911/E911 SERVICE. CUSTOMER MAY HAVE AN OBLIGATION TO PROVIDE EMERGENCY SERVICES, INCLUDING, BUT NOT LIMITED TO 911/E911 SERVICE. IN ORDER TO PROVIDE EMERGENCY SERVICES TO USERS, CUSTOMER MUST HAVE AN APPROPRIATE EMERGENCY SERVICE SOLUTION THROUGH A THIRD-PARTY AND PROPERLY CONFIGURE AND TEST WITH THE AXP PUBLIC CLOUD CONNECT BUNDLE TO ROUTE EMERGENCY CALLS. PARTNER OR CUSTOMER ARE SOLELY RESPONSIBLE FOR CONFIGURING AND TESTING ANY EMERGENCY SERVICE SOLUTION, INCLUDING CONFIGURATION OF THE AXP PUBLIC CLOUD CONNECT BUNDLE. AVAYA (INCLUDING ITS AFFILIATES) SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS, SUITS, PROCEEDINGS, LIABILITIES, SETTLEMENTS, ATTORNEYS' FEES, COSTS, EXPENSES, PENALTIES, FINES, JUDGMENTS AND DAMAGES OF ANY KIND RESULTING FROM ANY ACTS OR OMISSIONS RELATED TO CONFIGURATION OR PROVISION OF THE AXP PUBLIC CLOUD CONNECT BUNDLE FOR EMERGENCY SERVICE.

EMERGENCY SERVICE OF AXP PUBLIC CLOUD VOICE CHANNEL IS NOT APPLICABLE FOR AGENTS WITH AXP PUBLIC CLOUD CONNECT HYBRID VOICE CHANNEL. IF YOU HAVE U.S. BASED AGENTS, YOU MUST DEPLOY AN AVAYA CERTIFIED PARTNER SOLUTION FOR EMERGENCY CALLS IN THEIR AXP ON-PREM SYSTEM, AND THOSE AGENTS MUST FOLLOW YOUR INSTRUCTIONS FOR SETTING UP THE PARTNER SOLUTION SOFTWARE AND UPDATING THEIR CURRENT ADDRESS LOCATION INFORMATION.

High-Risk Activity Restriction

This Service may not be used for High-Risk Activities by Customer or any Authorized Users. "High-Risk Activities" means activities where the use or failure of the Service could lead to death, personal injury, or environmental damage, such as the operation of nuclear facilities, air traffic control, or life support systems.

Third Party Platform Terms

The Service may connect, send and receive content, information and data using APIs, software, technology, services, materials, content, information or data that are owned or provided by third parties or their respective licensors or affiliates ("**Third Party Materials**"). This Service Description may describe certain Third Party Materials, as well as Third Party Products and/ or Third Party Services (each as defined below, and collectively with the Third Party Materials, the "**Third Party Items**") that You may elect to obtain from Avaya, directly or through partners, or otherwise access or use. Any such Third Party Items are provided subject to the applicable third party terms and conditions ("**Third Party Terms**") in effect as of the date of Your order and as they are amended from time to time. A listing of Third Party Terms is located at <https://support.avaya.com/copyright> or its successor site under the applicable product or service name. You agree to be bound by the Third Party Terms, which are between You and the applicable third party supplier. Any breach of Third Party Terms by You or Your users shall be a material breach of any applicable agreement You have with Avaya. "**Third Party Products**" means any product made or provided by a party other than Avaya, including: (i) products ordered by customer from third parties; (ii) products provided by Avaya that are recognizable as standalone items, and (iii) products identified as separate items on Avaya's price list, quotes, order specification forms or documentation. "**Third Party Services**" means any non-Avaya branded service provided under Your agreement with Avaya or an Avaya partner.

AVAYA'S AGGREGATE LIABILITY RELATED TO THE THIRD-PARTY ITEMS IS LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNT OF THE FEES YOU PAID TO AVAYA: (i) FOR THE APPLICABLE AVAYA SERVICES USING THE THIRD-PARTY MATERIALS AND/ OR (ii) FOR THE THIRD-PARTY PRODUCT OR THIRD-PARTY SERVICE, EACH IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. YOU ACKNOWLEDGE THAT AVAYA IS NOT AN AGENT, LEGAL REPRESENTATIVE OR EMPLOYEE OF ANY THIRD PARTY OR ITS LICENSORS OR ITS OR THEIR AFFILIATES. AVAYA MAKES NO REPRESENTATIONS, GUARANTEES OR WARRANTIES OF ANY TYPE FOR ANY THIRD-PARTY ITEMS OR ON BEHALF OF ANY THIRD PARTY OR ITS LICENSORS OR ITS OR THEIR AFFILIATES, INCLUDING, WITHOUT LIMITATION, THAT SUCH THIRDPARTY ITEMS ARE SECURE.

Data Retention

Avaya will not provide storage for Customer Data after termination or expiration of the Service for that Customer unless a longer retention period is required by applicable law or for billing or dispute resolution purposes. Avaya has no responsibility or liability for the loss or deletion of any Customer Data or failure to store the Customer Data.

You may retrieve Customer Data using available mechanisms before termination or expiration of the Service. Your retrieval may incur additional charges, depending on your Service bundles, and the scope and volume of data retrieved.

You understand and acknowledge that additional Customer Data storage fees may apply if in any given month You exceed the storage capacity provided as part of Your Service subscription.

Use of Data

Except as set out in this provision, Avaya shall use any data pertaining to Your use of the Service only where and to the extent necessary to provide the Service, for billing, dispute resolution or regulatory compliance, to develop and improve its services and to ensure network and information security and system stability. Furthermore, You agree that Avaya may use such data for the purpose of marketing similar services to You or to provide value added services where agreed to the extent permitted by applicable law. You also agree that Avaya may anonymize such data and use it as per its discretion.

Network Readiness

Avaya reserves the right to require Customer's compliance with minimum network requirements as communicated by Avaya from time to time ("Network Requirements").

In order to determine whether Customer's network complies with the Network Requirements and is not the cause, or potential cause, of incidents, Customer agrees that Avaya may perform monitoring between the Service and Customer.

The following table summarizes the Network Requirements with respect to network delay, jitter, and packet loss requirements that the network must meet. Even if these requirements are met, other factors might still prevent You from achieving optimal Service quality.

Requirements	Description
Network delay	<ul style="list-style-type: none"> To obtain toll quality, the delay cannot exceed 80 milliseconds (ms). To obtain business communication quality, the delay must be between 80 to 180 ms. Business communication quality is suitable for most enterprises.

	<ul style="list-style-type: none"> Delays exceeding 180 ms provide a lower quality than business communication quality, but this might still be acceptable for some enterprises.
Network jitter	<ul style="list-style-type: none"> To achieve optimal voice quality, the average jitter must be less than half the network packet payload. This value can vary depending on the type of service the jitter buffer has in relation to other buffers and to the packet size used. Assuming the packet size is 20 ms, to prevent problems with voice quality, the network jitter must not exceed 20 ms.
Network packet loss	<ul style="list-style-type: none"> To obtain toll quality, the packet loss cannot exceed 1%. To obtain business communication quality, the packet loss cannot exceed 3%. Packet losses exceeding 3% might result in signaling interferences.
Network Bandwidth	<ul style="list-style-type: none"> For Voice WebRTC traffic, network bandwidth must be at a minimum 3 MBPS for remote workers (up/down)

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 Avaya's Network Readiness Policy, Avaya will aim to continue to provide the Service subject to the following limitations and exclusions:

- Avaya may suspend provision of services, in whole or in part; or continue provision of services subject to limitations.
- Avaya may not be able to address certain incidents, faults, error conditions or issues. Such incidents, faults, error conditions or issues may not be resolvable without customer upgrading, reconfiguring or otherwise ensuring the customer's network infrastructure meets the Network Requirements
- Service level agreements will be suspended, including without limitation restoration timeframes and financial credits that may otherwise apply

Accounts

You will appoint one or more administrators who will have sole responsibility for the assignment and management of Authorized Users' accounts. As between You and Avaya, You will be solely responsible for providing the login and password information that will permit Authorized Users to access and use the Service ("**Account Credentials**"). You agree to protect Account Credentials from unauthorized use or disclosure. You also agree to ensure that an Authorized Users do not share their Account Credentials with any other person and do not permit any other person to access and use the Service through their accounts.

You agree to ensure that each Authorized User accessing or using the Service complies with this Service Description, Your Avaya Agreement, any applicable Statement(s) of Work, and Documentation, or other documentation provided to You by Avaya. You are responsible for any authorized or unauthorized use of the Service via the Account Credentials. In the event that an Authorized User no longer requires access and/or use of the Service as determined by You, You will immediately: (i) notify Avaya in writing and request that Avaya remove all accounts created for such Authorized User(s), or (ii) submit a support request in accordance with Avaya's then-current support guidelines and request that Avaya remove all accounts created for such Authorized User(s).

3 TERMINATION FOR CONVENIENCE

Notwithstanding anything to the contrary in Your Avaya Agreement, you agree that if You terminate Your subscription for convenience before the end of Your subscription term, such termination is subject to an early termination fee. The early termination fee is calculated by multiplying the number of months remaining in Your subscription term by an amount equal to 50% of Your Monthly Minimum Agent Commit fees.

EXHIBIT A – BRING YOUR OWN CARRIER

Bring Your Own Carrier

The optional Bring Your Own Carrier feature (“BYO-Carrier”) provides an ability for Customers purchasing the AXP Public Cloud Voice or All Media bundles to connect certain preferred telephony carriers to an Avaya cloud solution as further described below. Note that BYO-Carrier is not available with AXP Public Cloud Connect configurations.

In addition to the terms defined in the main body of the Service Description, the following terms have the following meanings with respect to BYO-Carrier:

Carrier or Service Provider – refers to an eligible 3rd party PSTN carrier or service provider selected by Customer for providing voice services to Your Avaya cloud solution.

Platform – refers to Avaya’s technical infrastructure and other tools, that will facilitate, coordinate or integrate Services through the Customer’s selected Carrier.

BYO-Carrier Terms

Feature Overview

BYO-Carrier provides the Customer an option to leverage SIP trunking/PSTN voice services from 3rd party Carriers in lieu of Avaya SIP Trunking (if applicable). This enables the Customer to have enhanced coverage, pricing and flexibility to choose their preferred telephony provider.

The Service will allow the Customer to manage the call routing to and from their AXP Public Cloud solution tenant to the Customer’s preferred Carrier. The option allows defining SIP trunks and facilitating different type of numbers and calling minutes provided by a Carrier over internet.

A successful BYOC connection generally requires that Customer has the following features provided by Customer’s Carrier:

- Local and domestic inbound & outbound voice calling
- International Long-Distance voice calling
- Toll Free Service
- Local Phone Number (DID/DDI)
- Emergency Services (E911, 911, 999, 112, or equivalent as available per country)
- Number Porting (as permissible per country)

For clarification, BYOC is an add-on service to AXP Public Cloud. BYO-Carrier cannot be procured standalone.

Offer Availability

BYO-Carrier is subject to the availability of Carriers in the countries in which the offer is available (as described above in the Service Description). A list of eligible Carriers is available upon request. Please note that the specific timeframe of BYO-Carrier availability may vary by Carrier.

Onboarding

Upon acceptance of an order for the BYO-Carrier, an Avaya specialized team will oversee the activities required to activate BYO-Carrier. At a high level this includes facilitating and, coordinating the setup of voice service connectivity between the Avaya Platform and Your selected Carrier, inter-operability testing, and setup and configuration of AXP Public Cloud solution tenant to work with Your selected Carrier voice services. The BYOC service starts upon successful testing of the setup and the activation of associated AXP Public Cloud solution.

Avaya will be responsible for setting up, configuring and testing BYO-Carrier with Your selected Carrier. To perform this function successfully, Customer agrees that it would be facilitate all information exchange

and technical readiness with their selected Carrier and fulfill their obligations including, but not limited to, below:

- Customer is responsible to have an agreement with their Carrier to participate as a BYO-Carrier for AXP Public Cloud solution.
- Customer will manage any regulatory compliance and contractual obligations with their selected Carrier. Since Avaya is not transmitting PSTN calls or otherwise providing PSTN connectivity or numbers, Avaya will not be responsible for any regulatory due-diligence and compliance for carrier voice services.
- Customer will coordinate with their Carrier and provide the necessary information needed for onboarding and coordination during testing.
- Customer will procure numbers directly from their Carrier. In case of any number porting, the porting process will be managed between Customer, their new Carrier and their old carrier. Avaya will not be responsible for number porting.
- Customer is responsible for arranging the management of on-premises SBC (Session Border Controller) and the associated configuration and routing of traffic.
- Customer is responsible for arranging, installing, and monitoring appropriate internet connectivity for the on-premises SBC (Session Border Controller) to connect to the AXP Public Cloud solution. Any impact to service due to network connectivity degradation will be customer's responsibility to monitor and rectify.
- Customer will provide the list of numbers and routing details to their Avaya specialized onboarding team for configuration with AXP Public Cloud solution tenant.
- Customer will raise trouble tickets for Carrier voice services or other Carrier provided services directly with their Carrier (see section 2.5 below).
-

Commercial Model

BYO-Carrier is offered on a usage basis and billing is monthly in arrears as detailed in the accepted order form. In addition to monthly usage fee, there is a one-time fee for BYO-Carrier onboarding and setup.

When autorenewal is available, the 1, 2, 3, 4, and 5 year plans will auto-renew for the same duration at the end of the term under the same terms and conditions, unless negotiated otherwise between Parties before renewal.

Support Services

All voice services related issues will be handled directly between the Customer and their designated Carrier. Avaya is not responsible for any support services related to voice transport, transmission, porting call termination, or any other Carrier provided services and will not provide any ticket management or resolution on behalf of the Customer's selected Carrier.

Quality of Service Requirements

TO ACHIEVE GOOD VOICE QUALITY, THE CUSTOMER'S AND THEIR CARRIER'S NETWORK MUST MEET CERTAIN NETWORK REQUIREMENTS. AS SUCH, AVAYA RESERVES THE RIGHT TO REQUIRE CUSTOMER'S COMPLIANCE WITH MINIMUM NETWORK REQUIREMENTS FOR BYO-CARRIER AS COMMUNICATED BY AVAYA FROM TIME TO TIME, IN ADDITION TO THOSE NETWORK REQUIREMENTS SET FORTH IN THE NETWORK READINESS SECTION OF THE MAIN BODY OF THE AXP PUBLIC CLOUD SERVICE DESCRIPTION.