



An Avaya Proposal for
City of Aurora, Illinois

Presented by:

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6/6/2024

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



6/6/2024

Jeff Anderson
City of Aurora, Illinois
44 E Downer Place
Aurora, Illinois 60505

Dear Jeff:

We value your business and want to ensure your request is handled as efficiently as possible from start to finish. Based on your specifications, the following proposal has been prepared for your review and acceptance. The pricing quoted in this proposal expires on 9/2/2024.

The following documents are included in this proposal package:

- Order Form
- Detailed Pricing
- Avaya Professional Services Packaged Documents
- Customer-supplied Terms and Conditions of the document "CITY OF AURORA Initial Contract Language – September 2023"

The following items must be signed and returned in order for us to process your order:

- Order Form

In addition, if your company requires a Purchase Order for payment, please provide one for all charges on the order form, including authorization to support multiple invoicing events. In case your Purchase Order will not support multiple invoicing, separate Purchase Orders for Hardware/Software, Professional Services, and Day 2 Services will be required at time of ordering.

Please contact me if you have any questions or concerns about the information included in this proposal. Thank you for your business.

Martin C Maloney
(614) 825-6418
mcmaloneyjr@avaya.com



ORDER FORM

Customer ID: 52046234

City of Aurora, Illinois

44 E Downer Place

Aurora, Illinois 60505

Avaya Contact: Martin C Maloney

Email: mcmaloneyjr@avaya.com

Phone: (614) 825-6418

Quote or Project Number: AUS70323V6, PUS70323WP / 24SLE1244

Proposal Expires on: 9/2/2024

One-time Investment

Description	City of Aurora, Illinois Net Price
Hardware and Software	\$4,673.00
Maintenance-Day 2 Services for 12 Month Annual Cost. (60-month full term with annual billing cycle is \$4,401.00)	\$880.20
Professional Services	\$16,156.00

Total One-time Investment*: \$21,709.20

* Shipping & Taxes are not included in the total amount on this order form but will appear on the final invoice.

Remarks:

- This order is governed by and subject to the terms and conditions of both the appended document "CITY OF AURORA Initial Contract Language – September 2023" and the OMNIA Partners (formerly NCPA) contract #14, Software and SaaS Solutions – Contract Number 01-114, with an effective date of December 8, 2020.
- See the attached Avaya Professional Services General Assumption and Service Description documents.


For orders containing Avaya software that are delivered remotely, the software will be delivered on order acceptance through Avaya's Product Licensing and Delivery System (PLDS), regardless of the customer's requested date. Customer may retrieve the license activation code directly from PLDS using the purchase order or sales order number.

Per the terms of Customer's Agreement with Avaya, Service for Added Products will be coterminous with existing coverage at same location. The number of months actually billed for Added Products will be based on the number of months remaining in Customer's Service contract period at the time Service for the Added Products commences.

THIRD PARTY COMPONENTS. Certain software programs or portions thereof included in the Software may contain software (including open source software) distributed under third party agreements ("THIRD PARTY COMPONENTS"), which may contain terms that expand or limit rights to use certain portions of the Software ("THIRD PARTY TERMS"). Information regarding the Third Party Components and the Third Party Terms that apply is available in the Documentation, in the Product, or on the Avaya Support website at: <http://support.avaya.com/Copyright>



City of Aurora, Illinois Approval:	
Authorized City of Aurora, Illinois Signature	Date:
Printed or Typed Name	Title

Avaya LLC Accepted by:	
Authorized Avaya LLC Signature 	Date: July 25, 2024
Printed or Typed Name Jon E Newton	Title Regional Sales Leader - SLED

THE CITY OF AURORA, ILLINOIS AUTHORIZED SIGNEE ABOVE ACKNOWLEDGES THAT CITY OF AURORA, ILLINOIS HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH AVAYA. THE CITY OF AURORA, ILLINOIS SIGNEE ALSO AUTHORIZES AVAYA TO OBTAIN CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE.



Information Technology
Department

Initial Contract Language

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Summary

Introduction

The language on the following pages shall be included in contracts for City of Aurora (“City”) projects between the Contractor and any Subcontractors, vendors, and suppliers.

Regarding the File Format:

The City’s Law Department requires an editable **Microsoft Word** version of contracts for redlining.

Regarding the City Name in title section of agreements:

“City of Aurora, an Illinois home rule municipal corporation, having a place of business at City of Aurora, 44 East Downer Place, Aurora, Illinois 60505”

- Note that the City of Aurora is the sole legal entity; not any departments – including the Aurora Police Department. All contracts and invoices should have the City of Aurora as the named entity.

Regarding Fees and Terms of Payment and Late Fees:

“The vendor shall provide an invoice to the City for services rendered and the City shall approve and thereafter pay any undisputed portions thereof in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et. seq). Approved, but unpaid invoiced amounts shall accrue interest in the manner and to the extent authorized by the Act.”

Regarding Confidential Information and Non-Disclosure:

“As a public body, the City’s records are governed by the Illinois Freedom of Information Act (5 ILCS 140/1), which provides that any public records in its possession are subject to inspection by the public. Therefore, unless a statutory exemption applies, records relating to this contract are considered public records under FOIA and therefore not confidential. To the extent [Vendor] may be performing a governmental function on behalf of the City, records in [Vendor’s] possession that relate to this contract, unless exempt under FOIA, may also be considered public records subject to inspection by the public. Therefore, Vendor agrees to cooperate with the City in the event a FOIA request for such records is received, and agrees to provide the City with the requested records within two (2) business days.”

Regarding Indemnification:

By law, the City cannot indemnify, so the section, if included, should be removed.

Regarding Choice of Law or Jurisdiction:

“This Agreement shall be governed by the laws of the State of Illinois, without reference to its conflict of laws provisions. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. The exclusive fora for any litigation arising out of this contract shall be the United States District Court for the Northern District of Illinois (Eastern Division) or the Circuit Court of the Sixteenth Judicial Circuit, Kane County Illinois.”

Regarding Communication and Resolution:

The vendor must provide the name and contact information or their attorney.

- This will allow for swift resolution of any contract concerns directly between City Law Dept and vendor legal attorney.

Regarding Signature and Final Agreement:

Once the contract terms have been agreed upon, a clean copy needs to be returned to the City that includes the signature of the appropriate vendor contact(s).

- This will allow for swift creation of a Purchase Order once the item has passed City Council.

Ownership and Use of Customer Data:

<VENDOR> expressly acknowledges and agrees that as between Customer and <VENDOR>, Customer is the owner of and has exclusive rights, title and interest in and to Customer Data. <VENDOR> shall have the right to access and use such Customer Data solely (i) as necessary to provide the Services, and (ii) for trend analysis that may assist <VENDOR> in the provision of its services in its business generally, provided that no such trend analysis shall result in the disclosure of any Personal or Confidential Information about or from Customer or its employees or customers. <VENDOR> will not retain, use, disclose, sell, or otherwise process Customer Data for any purpose other than the specific purpose of performing the services specified in this Agreement.

MAIN SITE

Quote Output Report - ASD Generated

Solution ID: XN0006TMMH
 Product Quote Reference Number: AUS70323V6
 Service Quote Reference Number:
 Reference ID:
 Company: A1S Global Direct Company (24.6) - A1S_DIRECT
 Created by: Justin Gartner jagartner@avaya.com
 Enterprise ID: 0004566033 - ILLINOIS LOCAL GOVERNMENT
 Quote Status: Ready To Order
 Budgetary Quote: No
 Quote Creation Date: 04-Jun-2024 02:59:47 PM
 Quote Modification Date: 04-Jun-2024 03:03:16 PM
 Quote Expiry Date: 02-Sep-2024
 Activity: ASD Generated
 Product: ASD Generated
 System Option: ASD Generated
 Business Unit: AVAYA
 Description: Aurora_SBC_Only
 Maintenance Offer: Direct
 Opportunity Number: 0003948605
 Services Start Date: 28-Jun-2024
 Services End Date: 27-Jun-2029
 Number of Months terms: 60
 Display Billable Materials Only: No - All materials in this solution are displayed

Account Details

Type	ID	Name	Address	City	State	Zip	Country
Bill To	52046234	CITY OF AURORA	44 E DOWNER PL	AURORA	IL	60505	US
Payer	102334463	CITY OF AURORA	44 E DOWNER PL	AURORA	IL	60505	US
Sold To	52046234	CITY OF AURORA	44 E DOWNER PL	AURORA	IL	60505	US
Avaya Entity	B001: 01: 01	Avaya LLC					
Maintenance Payer	102334463	CITY OF AURORA	44 E DOWNER PL	AURORA	IL	60505	US
End Customer	52046234	CITY OF AURORA	44 E DOWNER PL	AURORA	IL	60505	US

ASD Parts List

Quantity	Service Term	Part Number	Description	Adjustment	MPG	Unit List	Unit	Extended List	Extended	Extended
						Price	NPP/Net	Price	Standard	NPP/Net
						USD	USD	USD	Discount	USD
1		185446	AVAYA COMMUNICATIONS SOLUTION	Z9		0.00	0.00	0.00	0.00	0.00
1		185840	CM MODEL ADDITIONS	A1		0.00	0.00	0.00	0.00	0.00
1		405362641	POWER CORD USA	A1		23.00	23.00	23.00	0.00	23.00
15		413179	ASBCE R10 STANDARD SERVICES SESSION LIC:CU	DU		65.00	65.00	975.00	0.00	975.00
15		413182	ASBCE R10 ADVANCED SERVICES SESSION LIC:CU	DU		45.00	45.00	675.00	0.00	675.00
1		700517267	ASBCE CORE DELL 1425N COMPACT SERVER	DU		3,000.00	3,000.00	3,000.00	0.00	3,000.00
1		232253	SUPPORT ADVANTAGE COMMUNICATION MANAGER MODEL	Z9		0.00	0.00	0.00	0.00	0.00
15	60	352160	SA PREFER SUPT ASBCE R10 STD SERVICES SESS 5YR PREPD	Z1		1.13	67.80	1,017.00	0.00	1,017.00
15	60	352172	SA PREFER SUPT ASBCE R10 ADV SERVICES SESS 5YR PREPD	Z1		0.79	47.40	711.00	0.00	711.00
1		232282	SUPPORT ADVANTAGE MODEL	Z9		0.00	0.00	0.00	0.00	0.00
1	60	230382	SA PARTS NBD SUPT APPLICATION SMALL SERVER 5YR PREPD	Z1		44.55	2,673.00	2,673.00	0.00	2,673.00
SubTotal for ASD Parts List								9,074.00	0.00	9,074.00

Total Price

Extended List Price	Extended Standard Discount	Extended NPP/Net
USD	USD	USD
Total System Price:	9,074.00	0.00
		9,074.00

Terms and Conditions

This proposal reflects pricing for products and services identified by the Customer to Avaya at the time of product configuration. Any changes to the equipment design, system configuration, traffic requirements, hardware, software, site specific materials, or assumptions made, which are not included in this proposal are considered additional to the project and may be cause for adjustments in the final invoice. The total does not include discounts, shipping, handling, customs, duty or applicable taxes unless specifically listed. This proposal reflects pricing for the furnishing of equipment only. Pricing for services including Engineering, Installation, and Testing, as well as the additional material related to these services, is considered additional to the project and, if required, will be cause for adjustment to this proposal and to the Customer's purchase order.

This proposal is subject to, and incorporates by reference, the SLSA in effect as of the date of the final binding order, unless (i) Customer has a written master agreement in effect and executed by Avaya for such products and services, in which case such written agreement will govern as to those products and services, or (ii) otherwise set forth herein. Cloud and hosted services may require online registration to be activated. "SLSA" means Software License and Services Agreement found at <https://download.avaya.com/css/public/documents/101080419> or a successor site. "Service Description" means Avaya's Service Agreement Supplement, statement of work, service description, Subscription License Supplement, or similar document, as posted on support.avaya.com and available upon request.

MAIN SITE

Quote Output Report - PSN Generated

Solution ID: XN0006TMMH
 Product Quote Reference Number: PUS70323WP
 Service Quote Reference Number:
 Reference ID: APS
 Company: A1S Global Direct Company (24.6) - A1S_DIRECT
 Created by: Justin Gartner jagartner@avaya.com
 Enterprise ID: 0004566033 -
 Quote Status: Ready To Order
 Budgetary Quote: No
 Quote Creation Date: 04-Jun-2024 03:20:55 PM
 Quote Modification Date: 04-Jun-2024 03:20:55 PM
 Quote Expiry Date: 02-Sep-2024
 Activity: PSN Generated
 Product: Avaya Professional Services
 System Option: Avaya Professional Services
 Business Unit: AVAYA
 Description: Not Specified
 Site ID: Not Specified
 SBA Number: Not Specified
 OPI File: Not Specified
 Maintenance Offer: Direct
 Opportunity Number: 0003948605
 Services Start Date: N/A
 Services End Date: N/A
 Number of Months terms:

APS Payment Schedule

Payment #	Milestone	Milestone Charge %	Milestone Charge (USD)
1	Order Receipt	0	0
2	Project Completion	100	16,156.00
	Total		16,156.00

Account Details

Type	ID	Name	Address	City	State	Zip	Country
Ship To	52046234	CITY OF AURORA	44 E DOWNER PL	AURORA	IL	60505	US
Sold To	52046234	CITY OF AURORA	44 E DOWNER PL	AURORA	IL	60505	US
Avaya Entity	B001: 01: 01	Avaya LLC					
End Customer	52046234	CITY OF AURORA	44 E DOWNER PL	AURORA	IL	60505	US

APS Parts List

Quantity	Service Term	Part Number	Description	Adjustment	MPG	Unit		Extended List		Extended	
						Price	NPP/Net	Price	Standard	Discount	NPP/Net
						USD	USD	USD	USD	USD	USD
1		431021	APS PKG ASP1X0 IMPL		2S	5,200.00	5,200.00	5,200.00	0.00		5,200.00
1		431423	APS PKG COMBO ASBCE OR STANDALONE WT EMS		2S	5,191.00	5,191.00	5,191.00	0.00		5,191.00
1		431427	APS PKG SIP TRUNKING		2S	2,196.00	2,196.00	2,196.00	0.00		2,196.00
1		431428	APS PKG SIP TRUNKING PER QTY		2S	3,569.00	3,569.00	3,569.00	0.00		3,569.00
SubTotal for APS Parts List								16,156.00	0.00		16,156.00

Total Price

								Extended	Extended	Extended
								List Price	Standard	NPP/Net
								USD	Discount	USD
								USD		
Total System Price:								16,156.00	0.00	16,156.00

Terms and Conditions

This proposal reflects pricing for products and services identified by the Customer to Avaya at the time of product configuration. Any changes to the equipment design, system configuration, traffic requirements, hardware, software, site specific materials, or assumptions made, which are not included in this proposal are considered additional to the project and may be cause for adjustments in the final invoice. The total does not include discounts, shipping, handling, customs, duty or applicable taxes unless specifically listed. This proposal reflects pricing for the furnishing of equipment only. Pricing for services including Engineering, Installation, and Testing, as well as the additional material related to these services, is considered additional to the project and, if required, will be cause for adjustment to this proposal and to the Customer's purchase order.

This proposal is subject to, and incorporates by reference, the SLSA in effect as of the date of the final binding order, unless (i) Customer has a written master agreement in effect and executed by Avaya for such products and services, in which case such written agreement will govern as to those products and services, or (ii) otherwise set forth herein. Cloud and hosted services may require online registration to be activated. "SLSA" means Software License and Services Agreement found at <https://download.avaya.com/css/public/documents/101080419> or a successor site. "Service Description" means Avaya's Service Agreement Supplement, statement of work, service description, Subscription License Supplement, or similar document, as posted on support.avaya.com and available upon request.



Offer Overview

New ASP/S8300 Server Installation Services

Material Code 431021 - APS PKG ASP1X0 IMPL

Version 1 13 Sep 2022

Offer Summary

Avaya will provide an on-site resource to install and configure ASP 120/130 or S8300 Sever(s).
The number of Servers being installed will be determined by the quantity in the APS Purchase Order for this Package/Material Code. All services are delivered during standard business hours.

New Avaya Session Border Controller for Enterprise (ASBCE) R10.x Implementation

Material Code 431423 - APS PKG COMBO ASBCE OR STANDALONE WT EMS

Version 1 24 Jan 2023

Offer Summary

Avaya Professional Services will deploy a new Avaya Session Border Controller for Enterprise (ASBCE) with one(1) standalone SBCE and one (1) EMS on Avaya Provided Server or Customer VMware platform. Deliverables include data gathering, license activation, software implementation, testing, cutover and half day of business support.

ASBCE SIP Trunk Configuration

Material Code 431427 - APS PKG SIP TRUNKING

Version 1 24 Jan 2023

Offer Summary

Avaya Professional Services will provide services to configure up to (1) SIP trunk to be connected to a single public switched telephone network (PSTN) Service Provider.

Services Scope

New ASP/S8300 Server Installation Services

New ASP/S8300 Server Installation Services

The following Services are included within the Scope of this offer ("Scope").



Professional Services

Service Description Document (SDD)

Avaya will:

- Perform on-site installation of ASP 120/130 or S8300 Sever.
- Update security certificates as specified by Avaya for the systems that are included in the scope of this Offer.

Project Management Service

The Avaya Project Manager (PM) will collaborate with Customer's Project Manager to plan and oversee the project plan, Avaya resources, and tasks to ensure completion of the Project Scope. The PM will:

- Conduct a Project kickoff meeting to review Project objectives, Scope, change control policy and verify Customer requirements and dates.
- Engage Project resources and develop and maintain a Project schedule.
- Confirm pre-requisites are complete, provide oversight of Avaya activities and act as a facilitator for issue resolution within the Scope.
- Manage Project changes and confirm the Project's deliverables are completed.

New Avaya Session Border Controller for Enterprise (ASBCE) R10.x Implementation

New Avaya Session Border Controller for Enterprise (ASBCE) R10.x Implementation

The following Services are included within the Scope of this offer ("Scope").

Avaya will:

- Review high-level network topology and complete Session Border Controller technical requirements with Customer.
- Propose a test plan, to verify installation and basic functionality.
- Unpack, inspect and inventory Avaya-provided hardware, if applicable
- Install hardware and connect to local area network (LAN),if applicable.
- Perform installation of Session Border Controller.
- Generate and install Avaya Product License Delivery System license file for Session Border Controller.
- Configure Session Border Controller and provision system parameters based on planning forms.
- Configure the Element Management System application.
- Validate Session Border Controller connectivity to Customer network, Internet protocol data, signaling and management networks.
- Perform test calls to validate basic call flows through the Session Border Controller servers.
- Conduct functional end-to-end testing.
- Perform any related required troubleshooting.
- Verify functionality and communication from Element Management System application to the Session Border Controller.
- Review basic system functionality and configuration parameters.
- Provide half Day (4 hours) of First Day of Business Support.

Project Management Service

The Avaya Project Manager (PM) will collaborate with Customer's Project Manager to plan and oversee the project plan, Avaya resources, and tasks to ensure completion of the Project Scope.

The PM will:

- Conduct a Project kickoff meeting to review Project objectives, Scope, change control policy and verify Customer requirements and dates.



Professional Services

Service Description Document (SDD)

- Engage Project resources and develop and maintain a Project schedule.
- Confirm pre-requisites are complete, provide oversight of Avaya activities and act as a facilitator for issue resolution within the Scope.
- Manage Project changes and confirm the Project's deliverables are completed.

ASBCE SIP Trunk Configuration

ASBCE SIP Trunk Configuration

The following Services are included within the Scope of this offer ("Scope").

Avaya will:

- Create and test end-to end interworking profiles, server profiles for call server and trunk server, routing profile for call server/trunk server, signaling interfaces, media interfaces and server flows as applicable.

Project Management Service

The Avaya Project Manager (PM) will collaborate with Customer's Project Manager to plan and oversee the project plan, Avaya resources, and tasks to ensure completion of the Project Scope.

The PM will:

- Conduct a Project kickoff meeting to review Project objectives, Scope, change control policy and verify Customer requirements and dates.
- Engage Project resources and develop and maintain a Project schedule.
- Confirm pre-requisites are complete, provide oversight of Avaya activities and act as a facilitator for issue resolution within the Scope.
- Manage Project changes and confirm the Project's deliverables are completed.

Project Management Service

The Avaya Project Manager acts as single point of contact and will oversee the individual tasks that move a project forward, manages and mitigates risk, provides a conduit for communication and ensures the Customer's satisfaction.

Offer Assumptions

New ASP/S8300 Server Installation Services

Assumptions:

- The number of Servers being installed will be determined by the quantity in the APS Purchase Order for this Package/Material Code.
- If it is determined that additional servers are required during the implementation, additional charges will apply.



Professional Services

Service Description Document (SDD)

- If applicable, Avaya will make the required configuration updates in existing ADS (Avaya Diagnostic Server) for the existing managed element(s).

Customer Responsibilities:

- Provide space for rack-mountable hardware.
- Provide and install main distribution frame (MDF) or wall field for station wire terminations.
- Provide a USB keyboard, mouse and monitor during installation, if necessary.

New Avaya Session Border Controller for Enterprise (ASBCE) R10.x Implementation

Assumptions:

- Deliverables under this package (431423 - APS PKG COMBO ASBCE OR STANDALONE WT EMS) require either Avaya or the Customer to be responsible for the installation of the required server(s). If Avaya is expected to perform the Installation on a New server(s), services should include Package 431021 - APS PKG ASP1X0 IMPL.
- For additional requirements or changes use the appropriate package or request an APS Custom Quote.

Customer Responsibilities:

- Provide accurate and current topology maps of wide area network (WAN) and LAN infrastructure, end-point Internet protocol addresses, virtual local area network (VLAN) assignments for trusted and un-trusted networks, port assignments, and gateway Internet protocol addresses for the edge routers at each location.
- Provide dialing plans, numbering schemes and required call routing information.
- Provide network cabling to the Session Border Controller-terminated to Customer-designated switching platform (slot and port assignments to be provided by Customer).
- Provide the following information prior to Avaya starting the configuration:
 - Network internet protocol (IP) addressing for Session Border Controller public (Internet), private, and management networks. IP addresses of soft-switches, call agents, and SIP endpoints.
- For Customer provided VMware:
 - Provide servers with supported VMware vSphere software and licenses with enough capacity to support the applications contained in this Statement of Work, per virtual resource requirements detailed in each application deployment guide, available on Avaya support site.
 - Designate a VMware certified professional (VCP) to load open virtualization alliance (OVA) files and oversee successful deployment of applications on Customer-owned VMware-based servers. Download Session Border Controller vAppliance OVA files from Avaya Product Licensing and Delivery System (PLDS).

Exclusions:

- Pricing does not include:
 - Installation or testing of Customer-provided components.
 - Product training certification and installation training. (While not within the scope of this SD, if training and certification are required, Customer can contact its account team and Avaya Learning Services.)

Customer-provided VMware does not include:

- Installation, configuration, tuning or any kind of troubleshooting of VMware-provided technology and applications.

ASBCE SIP Trunk Configuration

Assumptions:



Professional Services Service Description Document (SDD)

- Deliverables under this package (431427 - APS PKG SIP TRUNKING) require either Avaya or the Customer to be responsible for the installation of the required server(s). If Avaya is expected to perform the Installation on a New server(s), services should include Package 431021 - APS PKG ASP1X0 IMPL.
- For additional requirements or changes use the appropriate package or request a Custom Quote.
- The package includes configuration services for up to one (1) SIP Trunk. The total number of SIP Trunks being configured under this SDD will correspond to the quantity ordered for this package.

Customer Responsibilities:

- Provide dialing plans, numbering schemes and required call routing information.
- Coordinate network testing date and time and obtain signaling, framing, and network programming information from network vendor.
- Determine connectivity of trunk facilities.

General Assumptions

The Services described in this SDD are governed by the assumptions and conditions described in the Avaya Professional Services Packaged Services General Assumptions Document.



Avaya Professional Services
Packaged Services
General Assumptions Document

Service Description Documents

General Assumptions

This document defines general assumptions for any Services Description Documents (SDD) from Avaya Professional Services.

General Assumptions and Exclusions

- **Project Changes:** Notwithstanding anything to the contrary in the Agreement, any Project changes or delays to the schedule will be managed via the Change Management Process.
- **Documentation:** All documentation and custom-developed materials provided by Avaya will be in the format chosen by Avaya.
- **Work Location:** Unless otherwise stated, Services will be performed remotely.
- **Work Hours:** Unless otherwise agreed, Avaya's standard service hours are 08:00 to 17:00 Monday through Friday local time (the time in the time zone of the customer location where services are being provided), excluding Avaya designated holidays. Services will be provided during Avaya's standard service hours.
- **Products from Third Parties.**
 - Customer's decision to acquire or use products from third parties is Customer's sole responsibility, even if Avaya helps Customer identify, evaluate, or select them. Avaya is not responsible for, and will not be liable for, the quality or performance of such products or their suppliers. Where such Third-Party Products are purchased from Avaya, Avaya will use all reasonable commercial endeavours to pass through to Customer all contractual rights, duties, and obligations from Supplier. Customer acknowledges and agrees that the Third-Party Product warranty, IP indemnity and any maintenance or service terms and conditions are solely between Customer and Supplier and Avaya has no responsibility or liability with respect to the same with Customer installation or testing of Customer-provided components.
 - **3rd Party Security Certificates:** Unless otherwise stated in this SDD, installation of 3rd party security certificates is not included in the scope of this project.
- **Product Training:** Product training certification (industry-recognized certification or qualifications) and installation training is out of scope.
- **Security Hardening:** Unless otherwise stated in this SDD, system security scans, hardening and remediation are not included in the scope of this project.



Professional Services

Service Description Document (SDD)

General Customer Responsibilities

- **Partner Responsibilities:** The definition of Partner is any of the following: an authorized Avaya reseller, value added reseller, distributor, service provider or systems integrator partner, also referred to as "Customer" under this SDD.
 - For any premise-based Avaya systems, related to the Project, Partner is responsible for the registration of the product, onboarding the solution into the Global Registration Tool ("GRT"), and correction of the customer maintenance records to ensure any product components, no longer required, are removed from the customer's records.
 - Partner acknowledges and agrees that Avaya's performance and Partner's responsibilities under the Agreement may be contingent on the end customer's cooperation. Partner shall, where applicable, cause end customers to fulfill such cooperation.
- **Remote Access:** For any premise-based Avaya solutions related to this Project, customer agrees to provide Avaya necessary remote access credentials and permissions to the premise-based systems via one of the following methods.
 - Avaya's Secure Access Link (SAL).
 - Additional types of remote access may be available for an additional fee, such as web conference or remote-control software or high speed virtual private network (VPN).
 - If remote access is not possible, additional fees and expense reimbursement will apply to any work that must be performed on-site.
- Unless otherwise agreed, Customer shall prepare and execute the user acceptance test (UAT) plan.

Change Management Process

The parties will rely on the change management process described below to address any changes and ensure the continuous performance of the Services by Avaya.

- Either party may request changes to this SDD at any time. All change requests will be submitted in writing using the Change Management Request Approval (CMRA) form.
- Customer and the Avaya Project/Program Manager will review the CMRA form. Any adjustments to the time of performance or the charges for the work to be performed, which result from a change request shall be set forth on the CMRA form and must be approved by both parties.
- Approved changes as reflected in the authorized and executed CMRA form will be incorporated into the SDD and become part of the agreement between the parties, effective from the date either set out in the CMRA form, or where none is stated, the date of its last signature.
- Until such time as any change requested is formally agreed to by the authorized signatories of Avaya and Customer, Avaya shall continue to perform to the terms and scope of this SDD.