

**SERVICE DESCRIPTION FOR AVAYALIVE™ COLLABORATORY™  
ACCESS AND SUPPORT SERVICE OFFERING  
Effective Date: September 2014**

## **1. OVERVIEW**

AvayaLive Collaboratory lab environment is an Avaya hosted and managed software and hardware environment that provides a development sandbox for application development against the Avaya Aura® Engagement Development Platform (“EDP”). It allows for simplified development and testing of applications against EDP and its supported Snap-Ins, as defined below. Access to the AvayaLive Collaboratory lab environment, together with limited technical support as specified in Section 5 below, (collectively, the “Access and Support Service” or “Service”) is offered exclusively to customers that subscribe to the AvayaLive Collaboratory lab environment (“Subscriber” or “Subscribers”) for the express purpose of validating applications developed using EDP APIs and SDKs in an environment that approximates real-world deployments of Avaya Aura, Avaya Scopia (each and together “Avaya Software”) and other software, hardware and service elements supported by CE.

The pricing for the AvayaLive Collaboratory Access and Support Service is as follows, subject to the payment terms of the Subscriber’s customer agreement with Avaya:

- A fee of \$999.00 USD is due and payable for 90 consecutive days of usage, inclusive of three (3) Avaya Technical Support Service Requests (“SR”).
- A fee of \$999.00 USD is due for each subsequent 90 consecutive days of usage, inclusive of three (3) Avaya Technical Support SRs, after the initial or former term is expired.
- Additional Avaya Enhanced Developer Support SRs may be purchased through the AvayaLive portal for a fee of \$299.00 USD per Enhanced Developer Support SR, subject to additional terms and conditions.
- Fees will not be pro-rated or refunded once paid.

## **2. SUBSCRIPTION LICENSE ITEMS**

**2.1 AvayaLive Collaboratory Access.** Notwithstanding anything to the contrary in the Terms of Use (as defined in Section 3.9 below), access to the AvayaLive Collaboratory lab environment is limited to five (5) concurrent users per Subscriber to, executeEDP applications developed by them in the AvayaLive Collaboratory lab environment for the purposes of testing, and obtaining technical support on the AvayaLive Collaboratory lab environment and/orEDP SDK from Avaya.

## **3. SERVICE TERMS**

**3.1 Term of Service.** The “Initial Service Order Term” shall be for a period of 90 calendar days (an “Access Subscription”) from the date of service activation. The “Service Order Term” shall collectively be the Initial Service Order Term and any renewal order term(s) (see Section 1), unless terminated earlier in accordance with the terms herein.

**3.2 Service Activation.** The Service will be deemed to be activated for usage upon provisioning and communication to the Subscriber of account credentials and access to the environment.

**3.3 Renewals.** Renewal of subscription at the end of the initial Access Subscription, and any subsequent Access Subscription subscribed for, is not automatic. Users must re-register and provide associated payment for the subsequent Access Subscription at least 21 calendar days PRIOR to the end of their current term of service. Failure to do so may result in the loss of associated data and buildout elements within the Subscriber specific provision in the AvayaLive Collaboratory lab environment. There is no guarantee that a Subscriber will be able to re-register for a subsequent Access Subscription period, or do so without any interruption to access service or support.

**3.4 Billing.** Unless otherwise specified, payment for subscription to the AvayaLive Collaboratory lab environment will be required in advance of an Access Subscription.

**3.5 Changes to the Service.** Avaya may at its sole discretion modify the aspects, features, or functionality of the Service without prior notice. Notwithstanding the foregoing, Avaya will make commercially reasonable efforts to provide Subscriber with 30 days prior notice for any material changes.

**3.6 Software Updates.** The AvayaLive Collaboratory lab environment will require updates from time to time. Updates may take the form of bug fixes, new or enhanced functionality, Snap-Ins, updated or new versions of the software, or updated secure access software or processes, and are intended to improve or enhance the Service. Subscriber agrees to receive such updates as part of its subscription to the Service. “Snap-In” means a software module that allowsEDPapplication to interface to external services.

**3.6a** Subscribers may be required to update their applications to use specific versions of Avaya Software, Avaya Software Development Kits (SDKs), VPN software or other required components in order to continue to access AvayaLive Collaboratory lab environment. Avaya will make commercially reasonable efforts to provide advance notice of changes in the AvayaLive Collaboratory lab environment that will require users to make such changes. Subscriber acknowledges that failure to make such required updates may lead to an inability to access or utilize AvayaLive Collaboratory lab environment, and that such inability does not constitute a material breach on the part of Avaya as per Section 4.1.

**3.7 Software Development Kit.** As part of the AvayaLive Collaboratory offering, Avaya may make available to Subscribers a Software Development Kit (“SDK”) for use in a Subscriber application development. Avaya will make the SDK available under separate End User License Agreement (“EULA”) terms.

**3.8 Limitations.** AvayaLive Collaboratory lab environment is offered to Subscribers as a development environment only.

**3.8a** Subscribers agree to not perform any production tasks within the AvayaLive Collaboratory lab environment, including but not limited to any application stress or "hammer" testing, as AvayaLive Collaboratory lab environment is not designed to handle heavy traffic loads.

**3.8b** Subscriber further agrees to confine all application testing development to strictly comply with all laws relating to SMS and Email broadcasts.

**3.8c** PSTN Connectivity. Outbound PSTN Connectivity is limited to North American Numbering Plan Administration (NANPA) outdial numbers in the United States only. No International or Out of Country calls will be supported for PSTN Outbound testing without explicit and prior agreement by Avaya. Subscriber will be solely responsible for compliance with any laws and regulations related to PSTN Connectivity.

**3.9 Terms of Use for the Service.** Access or use by Subscriber of the Service constitutes Subscriber's agreement to the Terms of Use for Hosted Services ("Terms of Use") set forth at <http://support.avaya.com/Licenseinfo> or a successor site designated by Avaya, or made otherwise available by Avaya upon request. If Subscriber does not agree to such Terms of Use, Subscriber must not use the Service. Subscriber's right to use the Service will at all times be conditioned on compliance with payment obligations for the Service and compliance with such Terms of Use.

**3.10 Other.** If there is an express conflict between the terms of this Service Description, the Terms of Use, and the Subscriber's customer agreement with Avaya, the terms of this Service Description will govern, followed next by the Terms of Use, and finally followed by Subscriber's customer agreement with Avaya.

#### **4. TERMINATION OF SERVICE**

**4.1 Termination for Cause.** Either party may terminate the Service upon written notice to the other if the other party fails to cure any material breach of this Service Description or the Terms of Use within a 30 day period after having received a written notice from the non-breaching party detailing the breach and requesting the breach to be cured. In the event that Subscriber terminates due to an uncured, material breach hereunder by Avaya, Subscriber will not be refunded unused portion of the fee for the remainder of the subscription. In the event that Avaya terminates for cause, in addition to Subscriber being responsible for all fees owing up until the date of termination, Avaya is also entitled to any other rights and remedies available to it as a matter of contract, law and equity or otherwise.

**4.2 Termination for Convenience.** Either party may terminate the Service for convenience upon 30 days prior written notice to the other party. In the event of Subscriber's termination for convenience, Subscriber will not be refunded unused portion of the fee for any unused days during the 90 day subscription term. Avaya reserves the right to deny re-subscription for additional 90 day term based on availability.

**4.3 Effect of Termination or Expiration.** In the event of termination or expiration of the Service for any reason, Subscriber shall immediately cease use of the Service, permanently destroy all Avaya documentation, Avaya training materials and Avaya confidential information associated with the Service within Subscriber's possession or control, and shall confirm such destruction of Avaya documentation in writing. All access to the Service shall cease immediately upon the termination or expiration of the Service. Avaya shall have no obligations to retain, after the date of termination or expiration, any Subscriber data used with the Service, including application source code developed by Subscriber using AvayaLive Collaboratory lab environment.

#### **5. AVAILABILITY, MAINTENANCE & SUPPORT**

**5.1 Availability.** As this Service is intended for exploratory development purposes only, there is no committed uptime guarantee. Avaya will make commercially reasonable effort to keep the platform available for usage during standard U.S. business hours (as per Section 5.5), but will make no commitment on hours of availability or overall hours available throughout any given month.

**5.2 Maintenance Activity.** Maintenance activity on the hosting infrastructure of the AvayaLive Collaboratory lab environment will be required from time to time. For planned maintenance activity, Avaya will make commercially reasonable effort to inform Subscriber up to one (1) week ahead of time. For urgent maintenance activity, Avaya will make commercially reasonable effort to handle such activity after business hours, but the downtime will be dictated by the specific issue at hand.

**5.3 Reporting a Problem.** Subscriber can report a problem within their AvayaLive Collaboratory lab or request API/SDK support by opening an SR on the web at <http://support.avaya.com>. Support will be provided in response to a Web Seibel SR. Avaya will make commercially reasonable effort to respond to any opened SRs by the following business day or as per the standard Avaya support policies.

**5.4 Support Service Level.** All issues logged against AvayaLive Collaboratory lab environment will be treated with Severity 4 Urgency (Low), and Avaya will make commercially reasonable effort to respond to logged issues within one (1) business day U.S. standard business hours.

**5.5 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. US Mountain Time, excluding Avaya observed holidays (a list is available upon request).

**5.6 Additional Maintenance.** Avaya Enhanced Developer Support is an optional service for Subscribers wishing to purchase additional API/SDK development support beyond the three (3) Avaya Technical Support SRs included with the AvayaLive Collaboratory subscription. Please see the relevant Avaya Offer Definition and Service Agreement Supplement documents on the AvayaLive portal for details.

#### **6. SUBSCRIBER INFORMATION**

**6.1 Data Storage.** Subject to Section 4.3 ("Effect of Termination or Expiration") above, Avaya will provide non redundant storage for Subscriber data until the termination of the subscription. Subscriber data that is not deleted by the Subscriber prior to the subscription expiration will be purged on a scheduled basis at a date following the subscription lapse or non-renewal. It is the responsibility of Subscriber to periodically export data to a data repository maintained by Subscriber. Avaya cannot commit to carrying over Subscriber data from one Service Order Term to the next, so Subscriber should ensure it has localized copies of needed data.

**6.2 No Personal Data.** Subscriber agrees to test within AvayaLive Collaboratory lab environment exclusively with test data, which shall not include any personally identifiable information. Subscriber agrees to not hold Avaya responsible for any inadvertent exposure of data, used or tested in the AvayaLive Collaboratory lab environment.

**6.3 Security of Information.** The Service will provide the following security measures:

- Access to application controlled by firewall.
- White list PSTN numbers used for placing and receiving test calls and SMS messages.
- White list for e-mail addresses used.

**6.4 Notice of Security Breach.** Avaya retains the right to provide notice of security breaches as necessary to comply with applicable laws and regulations. Subscriber is responsible for all costs of notifying the Subscriber's employees and its customers of a security breach. Subscriber agrees to not keep or process any actual customer information in the AvayaLive Collaboratory lab environment.

## **7. SERVICE CONFIGURATION**

**7.1 Multitenant Service.** All tenants provisioned in the AvayaLive Collaboratory lab environment will be considered multi-tenant in nature. Subscribers on a multitenant environment will have less flexibility with scheduling of required maintenance windows and will not have the ability to alter certain default settings for EDP.

**7.2 SMS Services with Third Party Vendor.** If Subscriber chooses to leverage the SMS Snap-In in the AvayaLive Collaboratory lab environment through a third party vendor, Subscriber will need to contract directly with third party vendor to establish and pay for an account. Avaya must be afforded, upon request, Subscriber account credentials with the third party vendor for the purpose of troubleshooting any issues reported or otherwise occurring. Without such credentials, Avaya will not be able to provide support.

## **8. SUBSCRIBER RESPONSIBILITIES**

**8.1 Subscriber Deployed Code.** Subscriber is responsible for installing and maintaining the VPN client that provides access to AvayaLive Collaboratory lab environment or any other third party software that the Subscriber needs to install, develop and maintain test applications in AvayaLive Collaboratory lab environment.

**8.2 Administration.** Subscriber will administer Snap-Ins in the AvayaLive Collaboratory lab environment, including related platform configurations specific to Subscriber, using Avaya provided administrative instructions.

**8.4 Data Retention.** Subscriber agrees to download and store test information that is required beyond the storage limits of the Service. Notwithstanding anything to the contrary in the Terms of Use, Subscriber will be responsible for performing backup and restoring of its applications and data.

**8.5 Infrastructure.** Subscriber will maintain a technical environment for internet service as described in Appendix A: Operating Environment Requirements.

**8.6 Compliance with Applicable Laws.** Subscriber shall comply with all applicable laws and regulations when accessing and/or using the Service and any work product or content of the Service. Subscriber will ensure that EDP is only applied to test-case scenarios. AvayaLive Collaboratory lab environment is a development environment and is not required to be compliant with Personal Health Information (PHI), Health Insurance Portability and Accountability Act (HIPAA), and Payment Card Industry (PCI) regulations.

**8.7. Support.** Subscriber will have the following support responsibilities:

- Subscriber will designate a single contact to be first point of contact for any development questions that arise from Subscriber's team.
- The Subscriber's system experts will qualify any apparent defects or issues experienced internally by those using the Service before reporting these issues to Avaya, by verifying the defects or issues are not related to workstation, software, Subscriber's network, internet access or other environmental factors that are the responsibility of Subscriber.
- Subscriber has the administrative responsibility of selectively authorizing individuals to access the AvayaLive portal, and will forward the contact information to Avaya as required for one or more individuals to be configured on behalf of the Subscriber.
- The Subscriber will designate a single point of contact for each issue raised, which will be the individual entering the issue.

## **APPENDIX A OPERATING ENVIRONMENT REQUIREMENTS**

### **A1. OPERATING SYSTEM COMPATIBILITY REQUIREMENTS**

The AvayaLive Collaboratory lab environment requires a modern browser that can quickly process JavaScript. The following Browser types and releases are supported:

- Microsoft Internet Explorer 9 & 10
- Microsoft Internet Explorer 8 is supported but is not recommended
- Mozilla Firefox 17+
- Google Chrome is not officially supported as Google does not provide an Extended Support Release process for Chrome

### **A2. COMPUTING PLATFORM REQUIREMENTS**

Minimum Development Workstation Recommendations:

- Windows 7 recommended
  - Windows XP SP2 supported (caution: Windows XP does not support any modern IE browser)
- Intel Dual-Core 2.6 GHz CPU or higher
- 4 GB RAM (minimum), 8 GB RAM recommended
- 20 GB Hard Drive space
- 1024 x 768 or greater display resolution
- Audio headset and/or Speakers/Microphone (for Avaya one-X® Communicator and Avaya Scopia usage)
- Wired Ethernet connection recommended
  - Inconsistencies in wireless connections may cause developer to disconnect from AvayaLive Collaboratory lab environment's sessions and is therefore not advised

### **A3. NETWORK REQUIREMENTS**

Subscriber Network Recommendations:

- maximum round-trip latency time between the Subscriber and AvayaLive Collaboratory lab environment of 350 milliseconds or less
- maximum packet-loss of 0.5% (1/2 of 1%).

Exceeding these values will degrade application performance, and may cause Subscriber to disconnect from AvayaLive Collaboratory lab environment's sessions, or impair voice or video sessions.

### **A4. OTHER REQUIREMENTS**

- Subscriber email addresses receiving outbound mail from AvayaLive Collaboratory lab environment must be registered with Avaya in advance. At Avaya's sole discretion, client email domain, i.e. '@subscriber.com' can be white listed.
- Only North American PSTN numbers can be accessed from AvayaLive Collaboratory lab environment for outbound phone calls. These 10 digit numbers must be pre-registered with Avaya to be allowed access to the PSTN outbound gateway. Random phone numbers, or phone number not registered, will not be allowed in testing.
- Avaya reserves the right to limit the white listing of emails and phone numbers to no more than 20 each (20 email, 20 phone) per subscribed tenant.

- END OF DOCUMENT -