Amendment No. 1
to
Contract No. MA 5600 NC220000050
for
Avaya Products & Services
Between
ConvergeOne, Inc.
and the
City of Austin, Texas

1.0   The City hereby exercises this extension option for the subject contract. This Unilateral Extension Option will be from June 14, 2023, through June 13, 2024 with one option remaining.

2.0   By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

Kate Thepuatrakul   Digitally signed by Kate Thepuatrakul
Date: 2023.04.10 11:50:51 -05'00'

Kate Thepuatrakul, Procurement Specialist III
City of Austin

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
and
ConvergeOne, Inc.("Contractor")
for
Avaya Products & Services

Contract Number: MA 5600 NC220000050

The City accepts the Contractor's Offer for the above requirement and enters into the following Contract. This Contract is between ConvergeOne, Inc. and the City, a home-rule municipality incorporated by the State of Texas.

1.1 **This Contract is composed of the following documents in order of precedence:**

1.1.1 This Document

1.1.2 Texas Department of Information Resources Contract DIR-TSO-4308, incorporated herein by reference.

1.1.3 Supplemental Terms, incorporated herein and attached as Exhibit A hereto.

1.1.4 Contractor's Offer, incorporated herein and attached as Exhibit B hereto.

1.2 **Term of Contract.**
This Contract shall remain in effect for an initial term of 12-months or the City terminates the Contract. This Contract may be extended beyond the initial term for up to two additional 12- month periods at the City's sole option.

1.3 **Designation of Key Personnel.** The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The Contractor's and City's key personnel are identified as follows:

	Name	Phone Number	Email Address
Contractor Contract Manager	Mark Schoonmaker	512-758-7290	MSchoonmaker@convergeone.com
City Contract Manager	Leslye Conoley	512-974-7826	Leslye.Conoley@austintexas.gov
City Contract Administrator, Procurement Specialist	Daniel Dellemonache	512-974-2981	Daniel.Dellemonache@austintexas.gov

1.4   Invoices. The City's preference is to have invoices emailed to CTMAPInvoices@austintexas.gov or mailed to the below address:

	City of Austin
Department	CTM
Attn:	Accounts Payable
Address	6800 Burleson Road, Building 312, Suite 265
City, State, Zip Code	Austin, Texas 78744

For questions regarding your invoice/payment please contact the City Contract Manager.

This Contract (including any Exhibits and referenced Documents) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

By signing below, Contractor hereby certifies the following are true and will ensure the following will remain true throughout the term of this Contract:

1. That its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

2. That it has not in any way directly or indirectly:
    a. Colluded, conspired, or agreed with any other person, firm, or corporation, as to the amount of this contract or the terms or conditions of this contract.
    b. paid or agreed to pay any other person, firm, or corporation any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the contract.

3. That it has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Contract documents.

4. In accordance with Chapter 176 of the Texas Local Government Code, that the Offeror:
    a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;
    b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than $100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror; and
    c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.

5. Pursuant to City Council Resolution No. 20191114-056, that its firm and its principals are not currently and will not during the term of the Contract engage in practicing LGBTQ+ conversion therapy; referring persons to a healthcare provider or other person or organization for LGBTQ+ conversion therapy; or Contracting with another entity to conduct LGBTQ+ conversion therapy. If the City determines in its sole discretion that Contractor has

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during the term of this Contract engaged in any such practices, the City may terminate this Contract without penalty to the City.
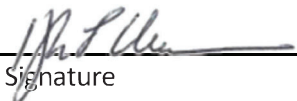
6. Pursuant to Texas Government Code §2271.002, the Contractor verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

7. Pursuant to Texas Government Code Chapter 2274, the Contractor verifies that if it will have remote or direct access to communication infrastructure systems, cybersecurity systems, the electric grid, hazardous waste treatment systems, or water treatment facilities as a result of this contract, that it is not owned by or the majority of stock or other ownership interest of the Contractor is not held or controlled by:
    a. individuals who are citizens of China, Iran, North Korea, Russia, or a Governor-designated country; or
    b. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a Governor-designated country; or
    c. headquartered in China, Iran, North Korea, Russia, or a Governor-designated country.

8. Pursuant to Texas Government Code Chapter 2274, the Contractor verifies that if it has 10 or more full-time employees, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

9. Pursuant to Texas Government Code Chapter 2274, the Contractor certifies that, if they have 10 or more full-time employees: (1) they do not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CONVERGEONE, INC

Kyle Wewe
Printed Name of Authorized Person

Signature

Regional Vice President
Title:

05/31/2022
Date:

CITY OF AUSTIN

Brett Hardy
Printed Name of Authorized Person

Brett D. Hardy   Digitally signed by Brett D. Hardy
                  Date: 2022.06.14 08:05:36 -05'00'
Signature

Procurement Supervisor
Title:

14 June 2022
Date:

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The Contractor agrees that the Contract shall be governed by the following terms and conditions.

1. GENERAL

1.1   INDEFINITE QUANTITY:

The quantities and/or services listed herein are estimates of the goods and services needed by the City for the period of the Contract. The City reserves the right to purchase more or less of these quantities and/or services as may be required during the Contract term. Quantities and/or services will be as needed and specified by the City for each order. Unless specified in the Contract, there are no minimum order quantities.

1.2   INVOICES:

A. The Contractor shall submit separate Invoices for each Order after each delivery or on the schedule provided in the Contract. If partial shipments or deliveries are authorized by the City, a separate Invoice must be sent for each shipment or delivery made.

B. Invoices shall be sent to the address on the Purchase Order of Delivery Order in the section entitled, "BILL TO". Proper Invoices must include a unique Invoice number, the purchase Order or delivery Order number, the master agreement number (if applicable), the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized according to pricing structure in the Contract. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the Invoice. The Contractor's name and, if applicable, the tax identification number on the Invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's Invoice. Invoices received without all required information cannot be processed and will be returned to the vendor.

C. Invoices for labor shall include a tabulation of work-hours at the appropriate rates and grouped by work Order number. Time billed for labor shall be limited to hours actually worked.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontracting and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the Invoiced amount. The City will furnish a tax exemption certificate upon request.

1.3   PAYMENT:

A. All proper Invoices received by the City will be paid within 30 calendar days of the City's receipt of the Deliverables or of the Invoice, whichever is later.

B. If payment is not timely made, (per Paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code §2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until 10 calendar days after the grounds for withholding payment have been resolved.

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the Invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
   i.   Delivery of defective or non-conforming Deliverables by the Contractor;
   ii. Third party claims, which are not covered by the insurance which the Contractor is required to provide under the terms of this Contract, are filed or there is reasonable evidence indicating probable filing of such claims;
   iii. Failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
   iv. Damage to the property of the City or the City's agents, employees or Contractors, which is not covered by insurance required to be provided by the Contractor;

   v. Reasonable evidence demonstrates that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

   vi. Failure of the Contractor to submit proper Invoices with all required attachments and supporting documentation; or

   vii. Failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given of Article VIII, §1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

F. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

G. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of notice of non-appropriation.

1.4 AUDITS AND RECORDS:

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract, at the City's expense. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The City agrees to protect from disclosure Contractor's confidential and proprietary information disclosed during an audit to the same extent it protects its own confidential and proprietary information, subject to the requirements of the Texas Public Information Act, Chapter 2251, Texas Government Code.

B. Records Retention:

   i. Contractor is subject to City Code Chapter 2-11 (Records Management), and as it may subsequently be amended.

   ii. The Contractor shall retain all records for a period of three years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

1.5 TEXAS PUBLIC INFORMATION ACT:

A. All material submitted by the Contractor to the City related to the Contract may become subject to public disclosure upon receipt by the City. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

B. In accordance with Texas Government Code §552.372, if this Contract has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by the City or results in the expenditure of at least $1 million in public funds for the purchase of goods or services by the City in a fiscal year, Contractor agrees to:

i. Preserve all Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract;

ii. Promptly provide to the City any Contracting information related to the Contract that is in the custody or possession of Contractor on request of the City; and

iii. On completion of the Contract, either:

(1) Provide at no cost to the City all Contracting information related to the Contract that is in the custody or possession of Contractor; or

(2) Preserve the Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract.

C. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract, and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that Subchapter.

1.6 ADVERTISING:

The Contractor shall not advertise or publish, without the City's prior written consent, the fact that the City has entered into the Contract, except to the extent required by law.

1.7 ASSIGNMENTDELEGATION:

The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this Paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Contract.

1.8 EQUAL OPPORTUNITY:

A. **Equal Employment Opportunity**: No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City Contracts until deemed compliant with Chapter 5-4.

B. **Non-Retaliation**: The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

C. **Americans with Disabilities Act (ADA) Compliance**: No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

1.9 INSURANCE:

A **GENERAL INSURANCE REQUIREMENTS**:

i. The Contractor shall provide a Certificate of Insurance as verification of coverages and endorsements required in Section B., Specific Insurance Requirements, to the City prior to Contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a

previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

ii. All endorsements naming the City as additional insured, waivers, and notices of cancellation shall indicate, and the Certificate of Insurance shall be mailed to the following address:

> City of Austin Purchasing Office
> P.O. Box 1088
> Austin, Texas 78767
> OR
> PURInsuranceCompliance@austinTexas.gov

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The City may request that the Contractor submit certificates of insurance to the City for all Subcontractors prior to the Subcontractors commencing work on the project.

v. The Contractor's and all Subcontractors' insurance coverage shall be written by companies authorized to do business in the State of Texas and have an A.M. Best rating of B+VII or better.

vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

vii. If insurance policies are not written for amounts specified in Section B., Specific Insurance Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in exposure, statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions greater than $499,999 shall be disclosed on the Certificate of Insurance.

xii. If any required insurance is written on a claims-made basis, the Certificate of Insurance shall state that the coverage is claims-made and the retroactive date shall be prior to or coincident with the date of the Contract and the coverage continuous and shall be provided for 24 months following the completion of the Contract.

xiii. The insurance coverages specified in Section B., Specific Insurance Requirements, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. **Specific Insurance Coverage Requirements**: The Contractor, consistent with its status as an independent Contractor shall carry and will cause its Subcontractors to carry, at a minimum insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

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i. **Worker's Compensation and Employers' Liability Insurance**: Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.
   (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
      a. Waiver of Subrogation, Form WC420304, or equivalent coverage;
      b. 30 Days' Notice of Cancellation, Form WC420601, or equivalent coverage.
ii. **Commercial General Liability Insurance**: Coverage with minimum bodily injury and property damage per occurrence limits of $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
   (1) The policy shall contain the following provisions:
      a. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project;
      b. Independent Contractors coverage (Contractor/Subcontracted work);
      c. Products/Completed Operations Liability for the duration of the warranty period;
      d. If the project involves digging or drilling, provide Explosion, Collapse, and Underground (X, C, & U) Coverage.
   (2) The policy shall also include these endorsements in favor of the City of Austin:
      a. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage;
      b. 30 Day's Notice of Cancellation, Endorsement CG 0205, or equivalent coverage;
      c. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage**.**
iii. **Business Automobile Liability Insurance**: Coverage f or all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.
   (1) The policy shall include these endorsements in favor of the City of Austin:
      a. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage;
      b. 30 Days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage;
      c. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage**.**
iv. **Professional Liability/Technology Errors and Omissions Insurance**: The Contractor shall provide coverage, at a minimum limit of $1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any Software licensed or Hardware purchased under this Contract.

v. **Cyber Liability Insurance**: Coverage of not less than $1,000,000 each claim and annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3)invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers (5) the transmission of malicious code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

Policy shall be endorsed to name City of Austin, its Affiliates, and their respective directors, officers, employees, and agents, as additional insureds.

C. **Endorsements**: The specific insurance coverage endorsements specified above, or their equivalents must be provided. If endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

EXHIBIT B

To Contract Number: MA 5600 NC220000050

Contents:

1. ConvergeOne's Proposal for Maintenance and Managed Services dated March 4, 2022, which includes statements of work and 36 month pricing for the following:

   A. ConvergeOne Silver Remote – **Solution Summary # SO-000744198 for $603,123.48**;
   B. ConvergeOne vStack Support – **Solution Summary # SO-000744142 for $211,932.00**;
   C. ConvergeOne Software Release Management – **Solution Summary # SO-000731172 for $294,786.92**; and
   D. Customer Success Manager Services – **Solution Summary # SO-000744136 for $83,088.00**.

2. ConvergeOne's Proposal for Avaya Subscription Licensing and Support and Mutare Voice to Text Transcription Subscription dated March 11, 2022, which includes certain Avaya supplemental terms and conditions and 36 month pricing for the following:

   A. Avaya's OneCloud™ Subscription Licensing Supplement;
   B. Avaya's Service Description for Avaya Support Advantage Essential and Preferred Support;
   C. Avaya 36 Month Subscription - **Solution Summary # SO-000731163 for $1,476,810.36**; and
   D. Mutare Voice to Text Transcription Subscription – **Solution Summary # SO-000732444 for $606,848.40.**

A ConvergeOne Solution for

City of Austin

Maintenance and Managed Services Statement of Work

Presented By:

Mark Schoonmaker
National Account Manager
512.758.7290
mschoonmaker@convergeone.com

March 4, 2022

March 4, 2022

Ms. Leslye Conoley
City of Austin
1124 South I-35
Austin, TX, 78704

Dear Leslye,

Thank you for the opportunity to serve the City of Austin. ConvergeOne and I appreciate the relationship that we've developed with you and your team over the years.

This proposal will detail the "elements" of ConvergeOne's overall support plan for the City of Austin's Avaya Communication Manager platform. The specific service offerings are:

1. ConvergeOne's C1 Silver Remote for Tier 1 and 2 Avaya support and ticket management. ConvergeOne will provide "First Call Incident Management" services for the Avaya Mutare voicemail transcription services. (Listed on "Site details, page 15).

2. ConvergeOne's Vstack Support for monitoring and ticketing for the virtual platform hosting the Avaya Communication Manager.

3. Software Release Management to address patching and minor releases for Avaya Communication Manager.

4. ConvergeOne's Customer Success Manager Lite, which will provide a single point of escalation and reporting on a quarterly basis.

Thanks again for doing business with ConvergeOne.

Sincerely,

Mark Schoonmaker

Mark Schoonmaker
National Account Manager

CONVERGEONE UNIQUE VALUE PROPOSITION

CONVERGEONE IS A PROVEN, SERVICES LED, CLOUD SOLUTION PROVIDER THAT UTILIZES OUR INTELLECTUAL PROPERTY AND UNIQUE METHODOLOGIES TO CREATE VALUE FOR OUR CUSTOMERS, AND TOGETHER, WE DEVELOP PROGRESSIVE SOLUTIONS THAT CONNECT PEOPLE WITH PURPOSE.

ConvergeOne Differentiators

PROVEN: By choosing ConvergeOne you will experience the highest level of customer satisfaction, responsiveness and expertise in the Collaboration, Customer Experience and Digital Infrastructure industry and be partnering with a high performance, customer results driven team.

World Class NPS | 98% in-house resolution rate | Trusted by 55% of Fortune 100 + 41% of Fortune 500

PROGRESSIVE: Our comprehensive Services and Solutions portfolio is hyper-focused on the specific and unique needs of each customer, combined with a tailored progressive consulting methodology that proactively anticipates what's next.

Proprietary WAVES consulting methodology | C1 IP: OnGuard + C1 Conversations | Lifecyle Adoption Services

PURPOSEFUL: We believe in the power of connecting people with purpose and exceeding our customers' expectations which is why we continue to fully invest in our teams that support you and our communities.

5,600+ technology certifications | C1 team 2/3 architects + engineers | Industry leader in ITIL standards

Our Values

Customer Driven: Before we can build the right solutions for our customers, we put in the work to deeply understand their unique business goals and challenges.

Start with Yes: We bring an optimistic, can-do attitude to every project, relentlessly focused on breaking down barriers to success.

Take Initiative: We empower our employees to think like entrepreneurs, bringing their unique talents and local knowledge to the table to help customers win.

Reach Forward: Finding solutions that work right now isn't enough—we keep an eye on the future to see what's next, so we can help customers keep pace with changing trends and consumer preferences.

Do Right: We do whatever it takes to make good on our commitments to our customers and to one another.

Our Commitment to Diversity + Inclusion

We believe that diversity of thought, perspective, and background are key ingredients to personal fulfillment and business success. We are committed to building a workforce that represents the world in which we live and understand that only then will we reach our highest level of achievement as an organization.

We recognize that we will achieve greater success by providing team members with an environment that respects the dignity of every individual, fosters trust, and allows every team member the ability to nurture their talent as individuals and as part of a collaborative team.

We believe in the power of connecting people with each other and their purpose.

We recognize the importance of doing what's right and how a more diverse workforce creates a richer and more valuable experience for us as individuals and, also, for ConvergeOne as a whole.

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CONVERGEONE SILVER REMOTE

Maintenance Service Coverage: Remote Only Support with Manufacturer Support

Manufacturer support with Avaya allows C1 access to Avaya Tier 3 and 4 on behalf of Customer. Manufacturer Support is a valuable protection for Customer in an instance where high level manufacturer support for software code fixes and bugs would be required.

Product Eligibility for Coverage under this Supplement

This description applies to Avaya and select non-Avaya products and components that C1 has designated in the applicable Maintenance Services Order Form ("Supported Products") to be eligible for coverage and currently supported by C1 Maintenance Services with Avaya Manufacturer Support. A current list of Supported Products is available from Avaya at support.avaya.com.

Coverage Hours and Elections

"Standard Business Hours" are 8:00a.m. to 5:00p.m. in the time zone of the covered products, Monday through Friday, excluding C1 observed holidays.

Remote Only Support 24x7: This remote coverage option provides 24 hour proactive monitoring for eligible systems, remote telephone support, remote diagnostics, troubleshooting, problem resolution and software maintenance updates/fixes twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year for Major Failures.

Coverage Elements

Remote Maintenance Support

Subject to coverage hours, as part of Remote Only Support C1 will:

- Receive Customer's request for assistance through the C1 Service Center. C1 may require only C1 authorized Customer contacts be able to initiate requests or check on their status and C1 may limit the number of authorized contacts.

- Customer may report/log a request via the method of their choice: toll-free telephone number, C1 customer portal (or other website designated by C1).

- Troubleshoot and resolve product related problems via VPN, Connectivity Server, telephone, remote dial-in connection. C1 will analyze the system malfunction, if applicable, or remotely access the system to verify existence of the problem and conditions under which it exists or recurs.

- Answer customer questions regarding product problems.

- Provide recommendations for Software Updates to clear faults.

- Commence remedial maintenance service activities, including software maintenance (bug) fixes, product documentation and update releases.

- Respond to, diagnose, and clear system-generated major alarms received. (Any problem that cannot be automatically cleared remotely will be responded to according to response intervals.)

- Isolate or determine the source of problems or anomalies that are the result of installation or configuration errors, as long as the configuration errors are specific to an Avaya Software Product. Support is limited to unaltered versions of the software that are supported by Avaya, and to problems that are reproducible in that version of the software.

- Identify inconsistencies or errors in Avaya Software Product documentation.

- Identify appropriate resources to assist with activities or customer requests falling outside of the C1 support agreement. Note that these additional resources may be billable and/or may be resources outside of C1.

- Provide Helpline support, which includes:

- Answering general usability or software application-specific questions: General usability issues are defined as, but not limited to non-programming issues, and includes general information around the functionality of a product. Usability information can be provided without knowing the specific programming and configuration details of Customer's system. This general support does not include consultation on appropriate methods and procedures for Customer's environment nor does it include custom programming. On-going system administration is Customer's responsibility

- Providing advice, which includes directing Customer to sections of the documentation that may answer a question, clarifying the documentation or recommending possible training courses.

- Working with trained individuals from Customer to enhance understanding of the use and features of C1 supported Products.

- Helpline support is limited to Business Hours. Helpline requests provided after 5:00 PM, are subject to availability. Helpline support is limited to the authorized Customer's contacts only.

- Support does not cover customized system features or reports created by the Customer or Third Parties. Any bug fixing or system reconfiguration that C1 must perform to clear a trouble resulting from Customer's configuration changes are not included in Service

- Agreement coverage. If C1 determines that a problem is due to the Customer's or a third party's application, then resolution and diagnostic fees may be charged at C1's then current Per Incident Maintenance rates

- This coverage option does not include any on-site support. If C1 determines on-site intervention is needed, C1's remote engineer will refer the trouble resolution to Customer's designated and trained on-site Maintenance representative. Any additional troubleshooting time required of C1 is subject to C1's then current Per Incident Maintenance rates.

Product Correction Updates

Avaya may issue a Product Correction Update. A Product Correction Update can be a Product Correction Notice (PCN), Software and firmware updates. These updates can be viewed and obtained from Avaya's portal www.support.avaya.com

Remote Only Support Service

- Avaya will issue Product Correction Notices (PCN) and Software and firmware Updates.

- PCNs will be issued as technician, remote or Customer installable and with a classification of either 1, 2 or 3 depending on the product, level of severity and complexity of the Update.

- Remote-Only Support includes installation for remote installable Product Correction Updates at no charge for PCN's that may be required to resolve a specific maintenance incident..

- Parts and on-site labor for Technician installable Product Correction Updates is billable at C1's then current Per Incident Maintenance rates.

- Customer installable Product Correction Updates are the responsibility of Customer. Upon Customer's request, C1 will perform the installation at C1's then current Per Incident Maintenance rates. Remote-Only Support 24x7 includes remote help line support outside of Standard Business Hours for Customer installable Product Correction Updates that have been deemed by C1 as Major Failures. All other support outside of Standard Business Hours is billable at C1's then current Per Incident Maintenance rates.

- There may be cases where a Product Correction Update may require a system hardware upgrade to comply with current manufacturer's specifications. Such hardware upgrades are not provided as part of Remote Only Support. C1 will provide Customer with a cost estimate prior to providing any chargeable hardware upgrades.

Limitations and Exclusions

- PCN, Software and Firmware Updates and maintenance patches for Gateway/Expansion Port Network (EPN) sites will be performed at the Main Server/Processor Port Network (PPN) site when applicable. The customer must provide C1 with access and required permissions. There must be a functional link from the Gateway/EPN to the Main Server/PPN; otherwise the Gateway/EPN site will be priced the same as the Main Server/PPN.

- Remote and customer installable PCN, Firmware and Software Updates and maintenance patches will be completed remotely when applicable.

- The customer must provide C1 with access and required permissions. Additionally, for certain update Customer will be required to insert a diskette into the disk drive. If Customer requests an on-site technician to perform this function, then Per Incident charges will be billed.

- Only Avaya issued Product Correction Updates are included in this offer and only for the eligible products covered by this offer.

- Out of hours support excludes Sundays or C1 Observed Holidays unless the installation of the update is required for resolution of a specific maintenance incident.

- Trouble isolation and fault management associated with the installation of Product Correction Updates for non-standard Call Management/CMS environments is limited to correcting faults with the standard Call Management/CMS application. Additional maintenance support is billable at C1's then current Per Incident Maintenance rates.

- System backups are not included and are the Customer's responsibility. In the event of a Major Failure it is Customer's responsibility to provide system backup and configuration data. If the backup data is not available, per occurrence incident charges will apply.

- Software and firmware Updates to voice terminals and other end-user devices (e.g., IP Softphone) that may be required to resolve a specific maintenance incident are included for customers that have Full Maintenance Coverage on the switch and terminals. C1 will download the update, but Customer will be required to register the voice terminals. This can be accomplished by a busy-out or having the users unplug and plug-in the voice terminal. If Customer has Remote switch-only coverage, Software and Firmware Updates to voice terminals are either Customer's responsibility, or Per Incident charges will apply.

- Product Correction Support for Call Management/CMS, IVR/Conversant/IR/AVP products excludes updates issued by the server Manufacturer (e.g. Sun Microsystems^{SM}) including those approved by Tier IV, unless they have been incorporated into an Avaya issued PCN.

- Service support does not include the provisioning or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to the Product(s).

- It is Customer's responsibility to maintain original software media. In situations where Customer has no backup copies of Avaya-licensed software; replacement of media and any implementation services are subject to additional charges. If the software is lost, Customer must pay replacement for an upgrade to a currently supported release.

Customer Responsibilities

- Keep Supported Products at the current Major Release of software from Avaya, or maintained to within 1 Major Release. Supported Products not kept at within 1 Major Release and deemed as End of Support by the manufacturer will be treated under the terms of Extended Support.

- Customer is responsible for the distribution and safekeeping of the digital certificates which provide access to Customer's web portal.

- Customer is also responsible for notifying Avaya should a digital certificate be compromised, so that Avaya can resolve that digital certification and reissue a new one to Customer.

- Provide own level 1 helpline support to answer Customer employee's questions and problems for the Supported Products, and will be

- sufficiently trained to answer these. Only then will Customer's authorized representatives contact C1 for services described in this SOW.

- Maintain original software media. In situations where Customer has no backup copies of Avaya-licensed software. Replacement of media and any implementation services are subject to additional charges. If the original software media is lost, Customer must pay replacement or for an upgrade to a currently supported release.

Response Intervals

Response intervals define C1's objectives for responding to a request for maintenance support.

- Interval is from the time Customer contacts the C1 Services Center with an Assistance Request to the time the technician/engineer contacts Customer.

- Major Failures – remote support will be performed 24x7 to resolve the issue.

- Minor Failures - work will only be performed during the normal Business Day, 8:00 a.m. to 5:00 p.m. in the time zone of the covered products.

Definitions of Major/Minor Failures

Major/Minor Failures: The following are guidelines for classification of Major and Minor Failures:

Major Failure: Failures that materially affect critical operations and have no acceptable workaround.

Critical operations are those such as:

- complete outages of the application software that results in the loss of all processing capability or that cause significant reduction in the capability or the function of the application;

- outages of the application software that impact more than 50% of the users; the system is losing data, not collecting data, or the system is not processing calls as a result of the application software;

- software bugs that cause a complete system crash or significant loss of data;

- other software problems that significantly impede access or use of the software.

Minor Failure: Any failure of the system that is not included in the definition of a Major Failure; or failures that cause particular features or functionality to be inoperative but not materially affecting normal business operations.

Note: An alarm is designated as either major or minor by software within the applicable product. A major alarm is not necessarily an indication of a Major Failure and may not be handled as a Major Failure. A minor alarm is not necessarily an indication of a Minor Failure and may not be handled as a Minor Failure.

Certification

Certification allows for the inspection of Avaya hardware products and C1/Avaya-supported products in order to ensure that they meet all C1/Avaya environmental and technical specifications prior to issuing a Service Agreement or adding equipment to Service Agreement.

Customer must notify C1 when it moves or installs systems so C1 can certify the equipment when required and update Customer's records. Customers with an INADS line must also re-register the line at its new location. C1 may, at its option, inspect products prior to the contract commencement date or commencement of services for any added products to determine whether such products meet the manufacturer's applicable technical and environmental specifications. The cost of the inspection may be charged to Customer at C1's then current Per Incident Maintenance rates.

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

- C1, Avaya, an authorized C1 Contractor, or for non-Avaya products, a manufacture or manufacture-authorized service provider did not install equipment not classified as customer installable.

- C1, Avaya, an authorized C1 Contractor, or for non-Avaya products, a manufacture or manufacture-authorized service provider previously installed the equipment and the warranty or service agreement had lapsed for more than ninety (90) days.

- Equipment not classified as customer installable is installed or moved by Customer to a new site.

- C1 does not guarantee that products subject to certification will be certified.

Maintenance Software Permissions and Logins

Under specific conditions, C1's Service Agreement coverage includes limited right-to-use of DEFINITY®/Communication Manager Maintenance Software Permissions Level 1 & 2 (MSP's), for Customers who wish to participate in clearing alarms on their equipment and routine administrative tasks. MSPs allow Customer access to certain maintenance capabilities to perform low level/minor maintenance tasks. MSP's are Avaya proprietary information and are not transferable or assignable to a service provider or any third party. Communication Manager 4.0 and all prior Communication Manager Systems require Customer to purchase Manufacturer Support in order for MSPs to be included.

The Customer may not gain access to proprietary software, in the manner described below, without authorization from Avaya. The following changes to the DEFINITY®/Communication Manager proprietary software cannot be made without authorization from Avaya:

- Accessing and taking control of Avaya DEFINITY®/Communication Manager logins (INIT, INADS, DADMIN and Craft). These logins are

- accessed exclusively by Avaya personnel (or its authorized agents/representatives in the case of DADMIN).

- Making changes to the permissions of logins intended for exclusive use of Avaya (INIT, INADS, DADMIN, and Craft).

- Accessing the "Change System Parameters Custom Options" screen and turning on features in the

- DEFINITY®/Communication Manager system without paying right-to-use fees.

Dedicated Access

Customer must install or arrange for the installation of a dedicated Remote Access methodology for those appropriate systems/devices no later than the delivery date of the Avaya installed equipment or prior to the commencement of service. Remote access is made possible over a traditional dial up connection such as a 1FB or POTS line for modem equipped products, network connectivity over a LAN/WAN connection, or VPN access over the internet. The line number or IP address must be provided to C1 as soon as it is available. This connection must remain available and dedicated to provide remote access on a 24x7 basis. If the required connection is unavailable for any reason, C1 may (i) decline to provide support until the required connection is available, or (ii) charge additional amounts to provide the support without the required connection; provided, however, there may be degradation to the service and support customer receives from C1. Remote access via an auto attendant, requiring the assistance of an operator, or by contacting a customer representative to enable access (screen sharing) is not supported.

Extended Support

C1 may discontinue or limit the scope of Maintenance Services for Supported Products that Avaya or a third party manufacturer has declared "end of life," "end of service," "end of support," "manufacture discontinue" or similar designation ("End of Support") effective as of the effective date of the manufacturer's End of Support notice. For products manufactured by Avaya, Customer may access Avaya's user support website (support.avaya.com) for End of Support notifications. End of Support will be effective as of the date indicated in the End of Support notice. Alternatively, Avaya may provide End of Support notices by email to email addresses that Customer has registered with Avaya. Following the effective date, C1 Maintenance Services for manufacturer End of Support Products will be under the terms of "Extended Support."

Extended Support will continue to provide the same Coverage Maintenance Services described in this SOW, with the following exceptions. At the end of manufacturer support, Tier IV R&D product developer support and going-forward maintenance Updates (e.g., Product Change Notices ("PCN's"), "bug fixes," interoperability/usability solutions) are no longer provided by the manufacturer. Therefore, certain complex faults or functionality issues may not be resolvable without Customer upgrading the system to a version currently supported by the manufacturer at Customer's expense. In addition, as replacement parts are manufacture discontinued, some products or components may become increasingly scarce or require replacement with substitute parts. This may result in delays in response or repair intervals, may require upgrades to other components or the entire product itself replaced with manufacturer supported technology at customer's expense in order to ensure compatibility and preserve Supported Product functionality.

Other Definitions

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

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

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

CONVERGEONE VSTACK SUPPORT

1.   ConvergeOne Managed Services Overview

1.1.   The following ConvergeOne managed service solution ("Managed Service") has been designed to provide for the support of Customer's communications environment as defined within this Statement of Work ("SOW"). This SOW describes the Managed Service that will be delivered to Customer for the Supported Products at Supported Sites as defined in the Solution Summary. The solution elements to be delivered include the following:

- Service Desk

- Proactive Monitoring

- Incident Management

- Release Management

1.2.   The above listed solution elements are described in greater detail throughout this document.

1.3.   The Effective Date ("Effective Date") for this SOW will be the date of last signature of this document. The Term ("Term") of this SOW is twelve (12) months from the Effective Date.

1.4.   Service Pre-Requisites

1.4.1.   The following service requirements must be met by Customer for the term of this agreement:

- Maintain a valid manufacturer's maintenance contract, for the Supported Products (NOTE: maintenance coverage is not included within the scope of this SOW),

- Allow/support the deployment of ConvergeOne's Connectivity Software within Customer environment. Requires 2-way access to the ConvergeOne Connectivity Software.

1.4.2.   If any of the above service requirements are not met, the services described within this document may not be delivered, or if delivered, may result in additional charges.

1.5.   Hours of Operation

1.5.1.   Normal Business Hours

1.5.1.1.   Normal Business Hours are defined as the hours of 8:00 AM - 5:00 PM Local Site Time, Monday - Friday; excluding ConvergeOne designated Holidays ("Normal Business Hours"). The Managed Services described in this SOW are available during these Normal Business Hours unless otherwise stated within this document. "Local Site Time" is the time zone for the location of the system/product to be supported.

1.5.2.   Overtime

1.5.2.1.   Customer may contact the ConvergeOne Managed Service and Support Center ("MSSC") to initiate a service request, report a trouble or request a status of an existing request outside of Normal Business Hours. Overtime billing will not apply unless Customer specifically requests the work to be performed outside of the Normal Business Hours for the Supported Product.

1.5.2.2.   Requests for such services to be performed outside of Normal Business Hours will be billable as follows:

1.5.2.3.   Standard Overtime - Standard overtime rates apply to work performed Monday to Friday (excluding ConvergeOne holidays) before 8:00 AM and after 5:00 PM Local Site Time.

1.5.2.4. Premium Overtime - Premium overtime rates apply to work performed on weekends and ConvergeOne holidays. Weekends begin on Saturday at 12:00 AM Local Site Time, and end Monday at 8:00 AM Local Site Time. Holiday overtime begins at 12:00 AM Local Site Time, the day of the holiday and ends at 8:00 AM Local Site Time, the next business day following the holiday.

1.5.2.5. Requests for overtime support are subject to resource availability and acceptance by ConvergeOne.

2.   Solution Elements

2.1.   This section describes the solution elements that are included in the Managed Service to be delivered under this SOW for the Supported Products at Supported Sites.

2.2.   Service Desk

2.2.1.   This service desk will interface with Customer's internal voice team. Trouble reports must be submitted to the service desk by a Customer resource with a level 1 working knowledge of the Customer's voice environment. Service desk support shall include, but is not limited to the following:

- Receives trouble reports and supported product alarms for the ConvergeOne vStack components only (server, switch),

- Assess and assign incident classification according to agreed incident prioritization criteria.

- Updates status of trouble tickets based on agreed intervals or with change in status,

- Reviews, validates and closes tickets.

2.2.2.   The service desk is available 24x7x365. Trouble tickets are received by the service desk in the following ways:

- Phone call to the service desk,

- Email to the service desk,

- Ticket via the ConvergeOne customer web portal,

- Alarm receipt notifications from Supported Products.

2.3.   Proactive Monitoring

2.3.1.   ConvergeOne will configure SNMP monitoring of critical executables on the ConvergeOne vStack components (servers, switches) to monitor for general system and core software SNMP alerts. ConvergeOne will notify Customer of critical alerts and event resolutions status.

2.4.   Incident Management

2.4.1.   Incident Management provides 24x7x365 lifecycle management of incidents associated with the ConvergeOne vStack. ConvergeOne will remotely perform event assessment and correlation of incidents that occur on the supported ConvergeOne vStack as identified through proactive monitoring, or notification from Customer's voice team.

2.4.2.   ConvergeOne will be responsible for the following Incident Management activities:

- ConvergeOne will receive trouble reports for the ConvergeOne vStack components (server, switch, VMware)

- o ConvergeOne will refer troubles to the appropriate support provider (under the support agreements purchased by customer as part of the ConvergeOne vStack purchase agreement)

- Provide case management of trouble tickets referred to vendor until incident resolution including:

- Perform escalation management within ConvergeOne and Customer's organizations as appropriate.

- Confirm resolution of incident and close trouble ticket with supporting vendor.

2.4.3. ConvergeOne will remotely rebuild servers and ConvergeOne vStack programming as needed based on reported troubles and required incident resolution efforts associated with the ConvergeOne vStack.

2.4.4. As the CSC receives a notification, a trouble ticket is created and the severity level is determined. Severity Levels are classified from Severity Level One (S1) to Severity Level Four (S4). S1 is most severe. Severity Level is based on the following general criteria:

- S1 = system down or severe impact to the ability for the Customer to conduct business. Examples include but not limited to:

- S2 = the Customer's ability to conduct business is severely degraded or significant portions of the business are negatively affected. Examples include but not limited to:

- S3 = the Customer's ability to do business is impaired but most of the business operations remain functional. Examples include but not limited to:

- S4 = there is little or no impact to the Customer's system.

2.4.5. In managing incident resolution efforts, S1 trouble will take priority over all other incidents. Incidents are classified up on receipt of an alarm. Once a ticket is created for an incident, it is assigned to a Technician to begin further remote event assessment and correlation of the trouble.

2.4.6. Replacement Parts

2.4.6.1. When replacement parts are required, the assigned Technician or Engineer will coordinate with the appropriate Customer maintenance vendor to ensure the part is ordered and installed. Replacement parts are not included within the scope of this agreement, and should be addressed under a separate support agreements for the covered ConvergeOne vStack components. ConvergeOne will keep a record of Customer's separately contracted support agreements relative to the ConvergeOne vStack components (to include information on coverage hours, service entitlements, vendor service levels). Customer must notify ConvergeOne of any changes to such agreements.

2.4.7. On-site Support

2.4.7.1. When on-site support is required, the assigned Technician or Engineer will coordinate with the appropriate Customer maintenance vendor to ensure the dispatch is ordered according to the commitments under the Customer's separate maintenance agreement. On-site support is subject to the terms of Customer's separate support agreements for the covered ConvergeOne vStack components. ConvergeOne will keep a record of Customer's separately contracted support agreements relative to the ConvergeOne vStack components (to include information on coverage hours, service entitlements, vendor service levels). Customer must notify ConvergeOne of any changes to such agreements.

2.4.7.2. The above described support requires Customer to provide first level troubleshooting to determine whether the trouble is with the application(s) deployed on the ConvergeOne vStack (and if so, pursue resolution of those issues independent of this SOW) or if the troubles is on the ConvergeOne vStack, prior to submitting a trouble to ConvergeOne under this SOW.

2.4.7.3. ConvergeOne may assist with troubleshooting application issues on a Time & Materials basis when requested by Customer for a specific trouble, subject to availability of resources and the applications to be supported. Time & Materials rates are as indicated in Section 4 Price Sheet.

2.5. Release Management

2.5.1. On a quarterly basis ConvergeOne will proactively monitor the availability of product updates for Supported Products, identify those relevant to the Supported Products, initiate a request for the appropriate change approvals, and as agreed schedule the remote implementation.

2.5.2. The following services are included with Release Management on a quarterly basis. Additional charges may apply for release management support outside of the scheduled quarterly cycle.

- Identification of available product updates,

- Evaluation of product update to determine applicability to Customer's Supported Products,

- Recommendation for action to be taken based on applicability (includes an RFC for updates that are recommended to be implemented),

- Remote implementation of product update as approved by Customer (For certain updates, a customer site contact may be required to insert a diskette into the disk drive for remote implementation of the update. On-site implementation support can be provided at additional charge to be quoted when requested.),

- Post implementation testing,

- Quarterly reporting of updates that were recommended and installed, as well as an inventory of covered equipment to include software, hardware and firmware release versions.

- All Product Updates are subject to Customer's approval prior to installation.

2.5.3. The following describes the Release Management scope by Supported Product. Customer will maintain the appropriate software licenses required to make available the relevant product updates for implementation

2.5.3.1. ConvergeOne vStack support will include:

- On a quarterly basis, ConvergeOne will identify the latest available patches/service packs/firmware updates for the ConvergeOne vStack components (server, switch, VMware, software defined storage), provide recommendation for updates to be deployed, and remotely deploy the customer approved updates as described above.

- On a quarterly basis, ConvergeOne engineers will identify the latest available patches/service packs/firmware updates for the ConvergeOne vStack components, provide recommendation for updates to be deployed, and remotely deploy the customer approved updates as described above.

- Supported product updates include software and firmware updates, service packs to the following ConvergeOne vStack components:

- o   Servers

- o   Switches

- o   VMware

2.5.4.   The identification and evaluation of available product updates/minor upgrades, as well as, scheduling activities, will be performed (subject to Customer's approval) during Normal Business Hours. Updates will be scheduled for implementation outside of Normal Business Hours seven (7) days a week (excludes ConvergeOne holidays), during a Customer approved scheduled maintenance window, at no additional cost to Customer.

3.   On-boarding

3.1.   The services on-boarding process will be initiated upon the execution of this SOW. Services under this SOW will begin to be delivered at the completion of the on-boarding process, unless otherwise agreed between the parties.

3.2.   The services on-boarding process will include:

- Holding kick-off meetings to review deliverables and establish a key contacts/escalation list for both Customer and ConvergeOne,

- Configuring and implementing ConvergeOne Connectivity Software within Customer's environment (requires 2-way access to the connectivity software).

3.3.   Relative to the Incident Management scope of services to be delivered under this SOW, the following will be performed as part of the services on-boarding process:

- Customer to provide a Letter of Authorization to interact with Customer's contracted maintenance providers for the Supported Products,

- Customer to provide information relative to the supported vendor agreements, including specific information relative to the agreed scope and service levels with each vendor.

3.4.   Relative to the Release Management scope of services to be delivered under this SOW, the following will be performed as part of the services on-boarding process:

- Establishing an initial inventory list for covered equipment to include software, hardware and firmware release versions.

4.   Customer Responsibilities

4.1.   The following Customer responsibilities must be provided by Customer for the term of this agreement:

- Maintain Supported Products at Supported Sites within this agreement at releases supported by the manufacturer,

- Provide information relative to the supported equipment maintenance agreements, including specific information relative to the agreed scope and service levels with each vendor,

- Provide ConvergeOne and the supported vendors with a Letter of Authorization (LOA) to allow ConvergeOne to initiate support with the respective vendors on behalf of Customer,

- Resolve troubles associated with equipment not supported under this agreement, and provide status of resolution efforts to ConvergeOne as appropriate,

- Maintain a secure and access controlled environment for the Supported Products at Supported Sites,

- Provide a Level 1 Helpdesk for Customer's end users,

- Provide first level troubleshooting to determine whether the trouble is with the application(s) deployed on the ConvergeOne vStack (and if so, pursue resolution of those issues independent of this SOW) or if the troubles is on the ConvergeOne vStack, prior to submitting a trouble to ConvergeOne under this SOW,

- Provide a list of authorized representatives that can request support on Customer's behalf, and identify technical and business personnel to ensure requirements can be defined and implemented expeditiously,

- Allow/support the deployment of ConvergeOne's Connectivity Software on one or more Customer provided servers or virtual server environment within Customer environment. Requires 2-way access to the ConvergeOne Connectivity Software and server. Customer provided virtual server environment must meet minimum specifications as determined by ConvergeOne,

- Provide full access to the Supported Products at Supported Sites in a timely manner as required to provide the support described within this SOW,

- Submit notification of changes to Customer's environment according to the change management procedures agreed under this SOW.

Appendix A: Connectivity Solution (Example Only)

The ConvergeOne Connectivity Server is a Virtual Server that will run both Linux Red Hat Enterprise and Windows Web Server 2008. Access to the ConvergeOne Connectivity Server – SAL Gateway Software and ConvergeOne Access Software are both encrypted, login and password specific to each user, and has audit logs for access. That ConvergeOne Connectivity Server utilizes port 443 and 7443 for secure access into the customer's network and would then be placed in a DMZ and be ACL restricted.

Customer Requirements for ConvergeOne Connectivity Server

The customer must allow ConvergeOne to install an appliance on their network that has access to the internet and port 443 open for two-way traffic, and access to the equipment that ConvergeOne will support via the appropriate protocols.

Internal Traffic:

Protocol Port Type Protocol Port Type

SNMP Query 161 UDP SNMP Trap 162 UDP

SSH Shell Access 22 TCP Telnet (Shell Access) 23 TCP

CM SAT Session 5023***** TCP Web Access 80/443 TCP

RDP Access 3389 TCP ICMP to monitored servers, gateways, IP enabled boards

*can be modified

CONVERGEONE SOFTWARE RELEASE MANAGEMENT

The following services are included on a quarterly basis with Software Release Management for covered equipment/software:

- Identification of available product updates,

- Evaluation of product updates to determine applicability to Customer's covered equipment,

- Recommendation for action to be taken based on applicability of updates to Customer's environment,

- Submission of a formal request for change (RFC) for recommended product updates, including documentation of the risks and benefits of the update and any Customer requirements for the implementation,

- Scheduling the remote implementation of approved product updates,

- Remotely execute save translations to Customer provided local media (where applicable) prior to the implementation of approved product updates,

- Remote implementation of product updates as approved by Customer (for certain updates Customer may be required to insert a diskette into the disk drive for remote implementation of the update),

- Post implementation testing,

- Quarterly reporting of updates that were recommended and installed, as well as an inventory of covered equipment to include software, hardware and firmware release versions (including firmware release for gateways, media modules, circuit packs).

Supported Product Updates

Supported product updates include (Avaya application software only):

- Software updates (maintenance patches and service packs)*.

- A maintenance patch includes updating from one dot dot release to the next dot dot release (i.e. moving from version 10.5.1 to 10.5.2 of the application software). This does not include the implementation of any new feature pack/feature sets that may be available with an update. Supported Updates do not include hardware, minor software upgrades or major software upgrades.

Phone Firmware Updates

The following services will be provided in regard to phone firmware updates for the covered equipment:

- Identify the latest phone firmware file available and present to the Customer as part of the quarterly Software Release Management recommendations,

- If approved by customer, load the latest phone firmware file on the Customer provided TFTP or HTTP server,

- Phones will receive firmware when phones reboot (ConvergeOne will not force a phone reboot as part of the implementation process),

- Any issues with a phone when it reboots and receives the new firmware should be addressed under the Customer's relevant maintenance services agreement.

- The support described above includes support for TFTP and HTTP delivered updates. Support does not include updates for soft phone clients.

Windows OS Updates Support

ConvergeOne will provide support to schedule and implement Avaya approved Windows OS patches and security updates on a quarterly basis for the supported Avaya Modular Messaging, Message Application (MAS) servers, upon customer request and approval. Customer will maintain responsibility for the security of their equipment and network environment by providing direction on the Windows and antivirus updates to deploy. ConvergeOne will provide the resources to implement the approved updates quarterly as requested. Customer will maintain the appropriate Windows OS software licenses required to make available the relevant updates.

Hours of Operation

Software Release Management services are delivered remotely. The identification and evaluation of available product updates/upgrades, as well as, scheduling activities will be performed during the Normal Business Hours of 8:00am to 5:00pm, Monday through Friday Local Site Time excluding ConvergeOne holidays. Updates will be scheduled for implementation outside of Normal Business Hours seven days a week (excludes ConvergeOne holidays), during a Customer approved scheduled maintenance window.

On-site Support

Technician dispatch to support the on-site implementation of product updates that cannot be implemented remotely is available upon request. Scheduling will be based on availability of local technician resources and is at additional charge.

Services On-boarding

Services under this SOW will begin to be delivered at the completion of the on-boarding process, unless otherwise agreed between the parties. The services on-boarding process will include:

- Holding a kick-off meeting to review deliverables and establish a key contacts/escalation list for both Customer and ConvergeOne,

- Configuring and implementing one or more ConvergeOne Connectivity Servers within Customer's environment,

- Establishing an initial inventory list for covered equipment to include software, hardware and firmware release versions (including firmware release for gateways, media modules, circuit packs).

Regulatory Compliance

Customer expressly acknowledges that with respect to ConvergeOne's performance of the services called for under this SOW, such services do not involve or in any way require access to personally identifiable information (PII) of Customer or its customers. If, in the future, Customer requests additional services that require ConvergeOne access to Customer PII, those additional services, and the security requirements associated with

the access to Customer PII in order to perform those additional services, shall be subject to a separate written agreement between the parties.

Customer must notify ConvergeOne prior to allowing PII data on Supported Products under this agreement.

Service Requirements

The following service requirements apply for the term of this agreement:

- Customer must maintain a valid ConvergeOne or Avaya maintenance agreement for all covered equipment for the term of the engagement,

- Customer must maintain the appropriate Windows OS software licenses required to receive the relevant product updates,

- Customer must provide necessary TFTP or HTTP servers,

- Customer must allow/support the deployment of one or more ConvergeOne Connectivity Servers within Customer's environment for the term of the agreement (requires 2-way access to the ConvergeOne Connectivity Servers),

- Customer to provide a designated contact for approval and scheduling of product updates,

- Customer to provide RAS/D-ADMN login,

- Customer must provide on-site troubleshooting assistance as needed.

Invoicing

Invoices will be submitted annually in advance for all recurring charges. Non-recurring charges will be invoiced in arrears.

- Seller will perform a true-up on an annual basis to reconcile future billing on any items that have been added (activated) during the previous period.

- The initial invoice for the one-time and recurring charges will be issued within thirty (30) days of contract signature

Pricing

- Annual Price - $200,808.00

- One-Time Onboarding - $2,000.00

- Term: 36 Months

Attachment A

This STATEMENT OF WORK ("SOW") is entered into by City of Austin ("Customer"), and ConvergeOne, Inc., ("Seller"), pursuant to the DIR-TSO-4308 ("Agreement"), between the parties. This SOW incorporates by reference the Agreement and constitutes an agreement separate from any other statement(s) of work incorporating by reference the Agreement. Unless specifically defined in this SOW, capitalized terms herein shall have the meanings set forth in the Agreement.

The Supported Sites and Supported Products to be covered under this Statement of Work (SOW) are as indicated in Exhibit 1. Any changes to the services outlined in this SOW, including the Supported Sites and/or Supported Products, must be made by mutual agreement of the Parties.

- The services described within this SOW are only valid for Supported Products that are covered under the separate purchase of either a ConvergeOne or manufacturer's maintenance services agreement.

- Supported Products must be eligible for manufacturer support in order to be covered under this SOW.

Software Release Management

The following services are included on a quarterly basis with Software Release Management for covered equipment:

- Identification of available product updates,

- Evaluation of product updates to determine applicability to Customer's covered equipment,

- Recommendation for action to be taken based on applicability of updates to Customer's environment,

- Submission of a formal request for change (RFC) for recommended product updates, including documentation of the risks and benefits of the update and any Customer requirements for the implementation,

- Scheduling the remote implementation of approved product updates,

- Remotely execute save translations to Customer provided local media (where applicable) prior to the implementation of approved product updates,

- Remote implementation of product updates as approved by Customer (for certain updates Customer may be required to insert a diskette into the disk drive for remote implementation of the update),

- Post implementation testing,

- Quarterly reporting of updates that were recommended and installed, as well as an inventory of covered equipment to include software, hardware and firmware release versions (including firmware release for gateways, media modules, circuit packs).

Supported Product Updates

Supported product updates include (Avaya application software only):

- Software updates (maintenance patches and service packs)*.

* A maintenance patch includes updating from one dot dot release to the next dot dot release (i.e. moving from version 10.5.1 to 10.5.2 of the application software). This does not include the implementation of any new feature pack/feature sets that may be available with an update. Supported Updates do not include hardware, minor software upgrades or major software upgrades.

Phone Firmware Updates

The following services will be provided in regard to phone firmware updates for the covered equipment:

- Identify the latest phone firmware file available and present to the Customer as part of the quarterly Software Release Management recommendations,

- If approved by customer, load the latest phone firmware file on the Customer provided TFTP or HTTP server,

   o Phones will receive firmware when phones reboot (ConvergeOne will not force a phone reboot as part of the implementation process),

   o Any issues with a phone when it reboots and receives the new firmware should be addressed under the Customer's relevant maintenance services agreement.

The support described above includes support for TFTP and HTTP delivered updates. Support does not include updates for soft phone clients.

Hours of Operation

Software Release Management services are delivered remotely. The identification and evaluation of available product updates/upgrades, as well as, scheduling activities will be performed during the Normal Business Hours of 8:00am to 5:00pm, Monday through Friday Local Site Time excluding ConvergeOne holidays. Updates will be scheduled for implementation outside of Normal Business Hours seven days a week (excludes ConvergeOne holidays), during a Customer approved scheduled maintenance window.

On-site Support

Technician dispatch to support the on-site implementation of product updates that cannot be implemented remotely is available upon request. Scheduling will be based on availability of local technician resources and is at additional charge.

Services On-boarding:

Services under this SOW will begin to be delivered at the completion of the on-boarding process, unless otherwise agreed between the parties. The services on-boarding process will include:

- Holding a kick-off meeting to review deliverables and establish a key contacts/escalation list for both Customer and ConvergeOne,

- Configuring and implementing one or more ConvergeOne Connectivity Servers within Customer's environment,

- Establishing an initial inventory list for covered equipment to include software, hardware and firmware release versions (including firmware release for gateways, media modules, circuit packs).

Regulatory Compliance

Customer expressly acknowledges that with respect to ConvergeOne's performance of the services called for under this SOW, such services do not involve or in any way require access to personally identifiable information

(PII) of Customer or its customers. If, in the future, Customer requests additional services that require ConvergeOne access to Customer PII, those additional services, and the security requirements associated with the access to Customer PII in order to perform those additional services, shall be subject to a separate written agreement between the parties.

Customer must notify ConvergeOne prior to allowing PII data on Supported Products under this

Service Requirements:

The following service requirements apply for the term of this agreement:

- Customer must maintain a valid ConvergeOne or Avaya maintenance agreement for all covered equipment for the term of the engagement,
- Customer must maintain the appropriate Windows OS software licenses required to receive the relevant product updates,
- Customer must provide necessary TFTP or HTTP servers,
- Customer must allow/support the deployment of one or more ConvergeOne Connectivity Servers within Customer's environment for the term of the agreement (requires 2-way access to the ConvergeOne Connectivity Servers),
- Customer to provide a designated contact for approval and scheduling of product updates,
- Customer to provide RAS/D-ADMN login,
- Customer must provide on-site troubleshooting assistance as needed.

Pricing

	Price
One Time Fees	
Monthly Fees	
Term	

Pricing Conditions

- Prices are quoted in USD.
- Prices do not include applicable taxes which will be billed as a separate line item unless proper tax exempt documentation is provided by Customer in advance.
- Pricing includes all services as described in this SOW and Attachments. Changes to the services, or changes to the configuration of the Supported Products to include, but not limited to the addition of licenses, hardware, and new features, may result in additional charges. Changes will be subject to the Contract Change Control Process.
- The recurring fee above represents the minimum recurring charge for the duration of this SOW.
- Add option year language

Invoicing

- Invoices will be submitted annually in advance for all recurring charges. Non-recurring charges will be invoiced in arrears.
  - Seller will perform a true-up on an annual basis to reconcile future billing on any items that have been added (activated) during the previous period.
- The initial invoice for the one-time and recurring charges will be issued within thirty (30) days of contract signature.

Exhibit 1: Supported Sites / Supported Products

Supported Sites

TBD

Supported Products

TBD

CUSTOMER SUCCESS MANAGER SERVICES

A Customer Success Manager will be assigned to your account to provide a consistent management focal point responsible for the overall delivery of the services committed under this SOW. Support from the Customer Support Manager will include:

- Act as a single point of accountability between Customer and Seller

- Assure that services are being delivered in accordance with this Change Order

- Escalating, managing, and driving resolution for Customer incidents and problems,

- Provide reports detailing past service history and metrics specific to the Customer operations and requirements.

The Customer Success Manager will provide Customer with regular reports about the services provided as part of the Seller services solution. Reports will include information in regard to Seller's performance of the relevant service.

Service Reporting

The Customer Success Manager will deliver service reporting about the services provided as part of the managed services solution. Regular reporting will include the following:

- Incident Management (Quarterly Reporting) – provides details regarding active or closed incidents during the reporting period.

- Release Management (Semi-annual Reporting) – provides detail of updates/upgrades that were recommended and installed, as well as; an inventory of Supported Products to include software, hardware and firmware release versions (including firmware release for gateways, media modules, circuit packs).

A ConvergeOne Solution for

City of Austin

Avaya Subscription Licensing and Support

Presented By:

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National Account Manager
512.758.7290
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March 11, 2022

Table of Contents

Avaya OneCloud™ Subscription Licensing Supplement or "SLS"

Issue	4.0
Date	December 13, 2021

A. Overview Avaya OneCloud™ Subscription Licensing

Avaya OneCloud™ Subscription Licensing is a software licensing model whereby software bundles are licensed to users at a per license/agent subscription price which includes:

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

Subscription Licensing includes Fixed Term based subscriptions.

B. Software Eligible for Subscription Licensing

The following Avaya software packages are available to be purchased in the Avaya OneCloud™ Subscription Licensing model:

OneCloud™ Experience	License Packages	License Add-Ons
Employee Experience	Basic Core Power	AES TSAPI BASIC and DMCC- 3rd Party CTI** Attendant Speech to Text Text to Speech
Customer Experience	Basic Agent Digital Agent Digital Premium IVR Call Back Assist Proactive Outreach Manager CRM Connector* Workspaces for Salesforce*	Advanced AES- ASAI, DLG CVLAN and TSAPI Advanced* Advanced Analytics
Workforce Engagement	Contact Recording Quality Management Workforce Management Workforce Optimization	Advanced Desktop Analytics Speech Analytics including Transcription Speech Analytics (Advanced) Multilingual Agents Real Time Speech Analytics Add On Customer Feedback Interaction Data Export Manager Data Center Redundancy N+N CR Redundancy
Nuance Speech	Tier 3 Single Language Tier 3 Unlimited Language Tier 4 Single Language Tier 4 Unlimited Language Vocalizer Single Language Vocalizer Unlimited Language	Vocalizer Offline Disaster Recovery Dialog Module for Email and Spelling Dialog Module for Names and Addresses Dialog Module for US Stocks, Mutual Funds, and Options

		Dialog Module Update Service for Names and Addresses Dialog Module Update Service for US Stocks Dialog Module Update Service for US Mutual Funds Dialog Module Update Service for US Options

*no expansion entitlements
** limited expansion entitlements

Expansion entitlement: Many Avaya OneCloud™ Subscription Licensing bundles include a 20% expansion above the contracted number of units of Subscription Licenses. Customers have access to this expansion during the contract period without any additional fees. Customers can grow beyond the expansion by purchasing additional Avaya Subscription Licenses which will be co-terminous with their existing Avaya OneCloud™ Subscription Licensing order. (Bundles identified by an asterisk do not include any expansion entitlement. Bundles identified by a double asterisk: CTI (TSAPI BASIC and/or DMCC) do not include expansion for perpetual licenses the customer currently has when converting their existing installed base into Subscription Licensing. Customers are entitled to expansion for any new/additional 3rd party CTI purchased as part of the Subscription Licensing.) **

Expansion allowance is supported in accordance with Avaya's Product Lifecycle Policy found at https://downloads.avaya.com/css/P8/documents/100081098

C. Support Coverage

All Avaya OneCloud™ Subscription Licensing bundles include Support Advantage Preferred with Upgrade Advantage. Support entitlements are contingent upon meeting the requirements and fulfilling the Customer responsibilities detailed in the Support Advantage Preferred Service Agreement Supplement. Details about Support Advantage Preferred can be found in the Service Description; Service Agreement Supplement document at https://downloads.avaya.com/css/appmanager/css/P8Secure/documents/101062743

D. Conversion of Legacy Licenses

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

E. Avaya Spaces Service Entitlement

Each user or agent bundle is entitled to an Avaya Spaces user account during the Subscription License Term, where available. Avaya Spaces is a hosted offer and is not available in all geographies. If Avaya Spaces is not available in the geography where the Subscribed Licenses are purchased, then Customer is not entitled to receive it during the Subscription Term as part of the Subscription bundle. The Customer must register on http//avayaspaces.com to activate the service. The Avaya Spaces service is subject to the then-current Service Description,

F. Conversion of Perpetual Licenses to Avaya OneCloud™ Subscription Licenses

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

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

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

G. Supported Avaya OneCloud™ Subscription License Use Cases

A Customer network may include a single System instance or may be part of a larger network made up of multiple System instances. Customers have the flexibility to choose to deploy perpetual licenses or Subscription Licenses on each of their Workplace and Contact Center System instances - Including Avaya Workforce Engagement but cannot mix Subscription Licenses and perpetual licenses within the same System.

- *Some Examples*:
- Within a System instance a customer may choose to deploy 1000 Core Suite Subscription Licenses and deploy 150 Avaya Elite Introductory Agent as Subscription Licenses.
- Within a System a customer may choose to deploy Core Suite with 1000 Core Suite Subscription Licenses and deploy 150 Avaya Elite Introductory Agent as perpetual licenses.
- Within a System a customer may **not** choose to deploy Core Suite with 1000 Core Suite Subscription Licenses and deploy 150 Core Suite as perpetual licenses.
- A customer may deploy one System with 2000 Core Suite Subscription Licenses and a second distinct system with 1000 Core Suite as perpetual licenses.

H. New and Add/Expansion

Products available to be purchased using the Subscription Licensing model are subject to Avaya's Product Lifecycle Policy found at https://downloads.avaya.com/css/P8/documents/100081098.

I. Subscription License Term Start Date
Unless an earlier date is specified in an order, the Subscription License Term for the Subscription License(s) will commence and be chargeable as follows:
New System builds:

- If Avaya sells and installs the Subscription Licenses directly, the Subscription License Term will commence on the date Avaya notifies the Customer that the Subscription Licenses are installed according to specifications.
- If Avaya sells the Subscription Licenses directly, but does not install the Subscription Licenses, the Subscription License Term will commence on the earliest of the date when Subscription Licenses (i) features are enabled, (ii) is downloaded to the target processor or (iii) is physically delivered to the End User premises.

If the Subscription Licenses are purchased through an Avaya channel partner (including Support Advantage Retail), regardless of what company installs the Subscription Licenses, the term will commence on the first day of the second month following the order of the Subscription Licenses. If the Subscription Licenses are replacing existing perpetual licenses being transitioned from an existing maintenance support order, the Subscription License Term starts on the start date specified on the order.

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

J. Invoicing

Invoicing is in advance at the frequency identified on the order form, either monthly or annually.

K. Pricing and Product Subscription Material Codes

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

L. Miscellaneous

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

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

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

M. Renewal of Coverage

To assure continuity of service and availability of the licensed solutions, Avaya Subscription Licensing will automatically renew at the end of the term for a similar term length at then current pricing unless either party provides written notice of its intent not to renew such coverage at least 30 days prior to the renewal date. If a customer is a direct Avaya customer located in the EU, the Subscription License Term will automatically renew for one year at then current pricing unless either party provides written notice of its intent not to renew such coverage at least 30 days prior to the renewal date. If shorter renewal terms are required by local country laws

or regulations, the Subscription License Term will automatically renew for at least one year, or for the maximum term permitted by such local country laws or regulations, and Avaya will notify customer of same.

NOTE: WorkForce Engagement bundles will not automatically renew as new license keys will need to be issued for a subsequent term and prices may be subject to change.

N. Termination/Order cancellation

Accepted orders for Subscription Licenses are not cancelable but the Subscribed Licenses may be terminated as specified in this SLS.

The Customer may terminate a subscription in its entirety during the Subscription License Term upon thirty (30) days' written notice subject to termination fees equal to 50% of the remaining balance of the Subscription License Term; provided, that the following special termination terms apply to subscriptions for Workforce Engagement bundles: Customer may terminate a subscription for Workforce Engagement bundles in their entirety during the Subscription License Term upon thirty (30) days' written notice exercisable at any time after the first 28 months of the subscription term and subject to termination fees equal to 60% of the remaining balance of the Subscription License Term.

Prepaid Subscription Licenses fees are not refundable but may be used to offset applicable termination charges for the Subscribed Licenses being terminated.

O. Consequences of Termination

Upon termination or expiration of the Subscription License Term, Customer's right to use the affected Subscribed Licenses, and to receive all associated services, will terminate immediately and Customer will: (a) cease all use of the affected Subscribed Licenses and related Documentation; (b) in accordance with Avaya's instructions, irretrievably delete, deactivate, return and/or destroy any Subscribed Licenses installed or downloaded at the Customer site or on any of its devices or otherwise made available or accessible by Customer, as well as any related Documentation, or allow Avaya to do the same; (c) upon request, promptly certify compliance with the foregoing requirements by an authorized representative of Customer; and (d) pay Avaya all Subscription Fees due up until the date of termination. Upon Avaya's request, Customer will promptly provide the certification set forth in (c) to Avaya and acknowledges and agrees that Avaya may share the certification with its applicable licensors.
Terminated or expired Subscription Licenses may be subject to re-initiation fees.

P. About this Document

This Subscription Licensing Supplement describes the Avaya Subscription Licenses for eligible software and supersedes all prior descriptions relating to Subscription Licensing.

R. Glossary

- **Customer-** the entity that purchases the Subscription Licenses from Avaya, which may be an End User or as a channel partner for resale.
- **Documentation** - information published in varying mediums which may include product information, operating instructions and performance specifications that are generally made available to users of products. Documentation does not include marketing materials.
- **End User-** the entity which purchases the Subscription Licenses directly from Avaya or indirectly from an Avaya channel partner, for its internal use and not for resale or sublicense.
- **Expansion**- Avaya Subscription includes a 20% expansion allowance which can be leveraged during the contract period without impact to the billing.
- **Fixed Fee** - a recurring fixed subscription based fee payable by Customer to Avaya for the Fixed Term Software Subscription; "License Term" means the specific term for which subscription software licenses are granted
- **Fixed Term Software Subscription** - a fixed quantity of Units of software provided by Avaya under the Subscription Licensing Terms for Customer's internal use (not for further resale, sublease, or sublicense) on a time-bound subscription basis.
- **Investment Protection Program Credits or IPP** – one time discount that is applied by Avaya to the Subscription Licensing fees that the Customer will pay during the Intial Term
- **Packages**- the collection of software included within a single Subscription License. Packages are detailed in section Appendix A
- **Service Agreement Supplement or SAS -** a document that describes the features, terms and conditions of an Avaya support services offer.
- **Service Description or SD –** Scopes of Work/SOW's or SAS's that describe the features, terms and conditions of an Avaya service offer.
- **Subscription Fees** - any fees described in this Subscription License Supplement or an order for Subscription Licenses, including Usage Fees, Minimum Fee, and Fixed Fees
- **Subscription License(s) or Subscribed Licenses** – software licenses ordered by the Customer which are subject to a Fixed Term Software Subscription fee model providing the right to use the software for a defined period of time. Subscription License (s) are considered Products.
- **Subscription License Term** - the specific term during which the Subscription License(s) will be available for the End User's use. The length of the term shall be identified on the Customer order form and can be 1 year, 3 year or 5 year terms.
- **System** - a collection of UC and/or CC applications (single or geo data centers) connected to a Single Web License Manager System for licensing.
- **"Unit" –** the specific metric used by Avaya as the basis for pricing and invoicing of Subscription Licenses and related services. Unless otherwise specified , a single user license shall comprise a Unit.

Appendix A

Components	Avaya OneCloud UC Packages			Avaya OneCloud CC Packages
	Basic	Core	Power	BASIC CC
SUITE LICENSING				
Enhanced IPT/Analog License (NU,CU,SR)	Y	-	-	-
Core Suite License (NU,CU,SR)	-	Y	-	Y
Power Suite License (NU,CU,SR)	-	-	Y	-
MESSAGING (NU)	BASIC	ADVANCED	ADVANCED	ADVANCED
PRESENCE SERVICES (NU)		Y	Y	Y
SESSION BORDER CONTROLLER (CU,DS)	Y	Y	Y	Y
SESSION MANAGER (DS,NU,SR)	Y	Y	Y	Y
AVAYA AURA MEDIA SERVER (DS,CU)	Y	Y	Y	Y
EQUINOX CONFERENCING (NU,CU,SR,DS)			Y	
SPACES	ESSENTIAL	BUSINESS	POWER	BUSINESS
UC Core Subscription User (NU,CU,SR)				Y
CC ELITE (CU)				Y
Desktop (CU, NU, DS)				Y
CALL MANAGEMENT SYSTEM (CU, DS, SR)				Y
EXPERIENCE PORTAL (CU, SR, DS)				Y

Components	Employee Experience
	Attendant Console
Attendant Console	
Client User License (CU)	Y
Connection to External Databases (DS)	Y
Server License (CL)	Y
Geo Redundancy (DS)	Y

Components	Employee Experience
	Messaging Speech
Avaya Messaging	
Messaging Text to Speech (NU)	Y

Components	Employee Experience
	Messaging Transcription
Avaya Messaging	

avaya.com

Messaging Voice to Text (NU)	Y

Components	Customer Experience Package		
	Digital	**Digital Premium**	
	Avaya Oceana	Avaya Oceana	Avaya Aura Contact Center
Email (CU,DS)	Y	Y	Y
Chat (CU,DS)	Y	Y	Y
SMS (CU,DS)	Y	Y	Y
Co-Browse (CU,DS)	-	Y	-
IM (CU,DS)	-	Y	Y
Video (CU,DS)	-	Y	Y
Social (CU,DS)	-	Y	Y

Components	Customer Experience
	Oceana Add-ons
	Avaya Oceana
Additional Basic Supervisor (CU)	Optional
Advanced Reporting (CU)	Optional
Geographic HA (DS)	Optional

Components	Customer Experience
	AACC Add-ons
	AACC Add-ons
Additional Supervisor (CU)	Optional
Additional Announcement Port (CU)	Optional
Additional Dialog Port (CU)	Optional
Additional CC Device (CU)	Optional

Components	Customer Experience Package
	Call Back Assist
CBA	
CBA Base Server (DS,SR)	Y
CBA Additional Server (DS,SR)	Y
CBA Port License (CU)	Y

Components	Customer Experience Package
	Experience Portal

EXPERIENCE PORTAL	
AAEP PRODUCTION + DR PORTS (CU,SR)	Y
SIP SIGNALING + DR (CU)	Y
CALL CLASSIFICATION + DR (CU)	Y
AAEP MEDIA ENCRYPTION (CU)	Y
AAEP EMAIL AND SMS + DR (CU, DS)	Y
DSS BASE SOFTWARE (DS)	Y
DSS PORT (CU)	Y
ORCHESTRATION DESIGNER (DS)	Y

Components	Customer Experience Package		
	POM		
Proactive Outreach Manager			
APOM Base Outbound Port (CU)	Y	Y	Y
POM Add On's	Preview	Predictive	Digital
APOM PREVIEW Agents (CU)	Y	Y	-
APOM PROGRESSIVE Agents (CU)	-	Y	-
APOM PREDICTIVE Agents (CU)	-	Y	-
APOM DIGITAL SMS Channels (DS)	-	-	Optional
APOM DIGITAL Email Channels(DS)	-	-	Optional

Components	Use with IX Workplace or IX Contact Center
	CTI Service
Application Enablement Services	
AES Basic TSAPI (CU,DS)	Y
AES DMCC Full (CU,DS)	Y
(entitles a Basic UC service)	

Components	Avaya OneCloud™ Subscription
	AES Packages
APPLICATION ENABLEMENT SERVICES	
AES ASAI (DS)	Optional
AES Advanced TSAPI (DS)	Optional
AES DLG (DS)	Optional
AES CVLAN (DS)	Optional

Each level of Employee Experience Subscription licenses has Avaya Spaces content which can be quickly leveraged at time of Subscription activation. Basic includes the Essential level of Spaces, Core includes the Business level of Spaces,

and Power includes the Power level of Spaces. As an added benefit Spaces Calling is now available in both the Business and Power level of Spaces.

Avaya Spaces Packages		
Essential (Basic UC)	**Business (Core UC)**	**Power (Power UC)**
• Voice and **Video Conferencing** • **100 Participant Meetings** • **(2) 60- minute meetings/24 Hours** • **See 5 Simultaneous Participants** • Desktop and Application Sharing • Chat and Messaging • File Sharing (1 GB/30 Days) • Task Management • Application Integrations	• All Essential Capabilities PLUS • **Spaces to Spaces Video Calling** • **Enterprise Calling Integration** • **AI Noise Removal** • 200 Participant Meetings • Unlimited Meeting Duration • See 34 Simultaneous Attendees • Video Room System Integration • File Sharing • Manage Users by Domain	• ALL Business Capabilities PLUS • **Immersive Presenter** • **Virtual Backgrounds** • **1,000 Participant Meetings** • **See 61 Simultaneous Attendees** • Recording • Phone Dial In

NOTE: Avaya grants Customer a license to use the Subscription Licenses in accordance with the terms of this SLS and the terms and conditions set forth in the Avaya Global Software License Terms, found at http://support.avaya.com/LicenseInfo or a successor site (sometimes referred to herein as the "EULA"). The license types (e.g., CU, DS, SR, etc.) mentioned in this Appendix A are defined in the EULA.