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## **Service Description**

For

## **Avaya Spaces**

A cloud-based Avaya meeting & collaboration offering.

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## **TABLE OF CONTENTS**

<b>1. INTRODUCTION.....</b>	<b>2</b>
1.1 GLOSSARY.....	2
<b>2. AVAYA SPACES SERVICE FEATURES .....</b>	<b>3</b>
2.1 WHAT IS AVAYA SPACES ANYWAY?.....	3
2.2 WHAT FEATURES ARE SUPPORTED BY LICENSE TYPE?.....	3
2.3 LOCAL DIAL-IN NUMBERS.....	5
2.4 PLATFORM SUPPORT .....	6
2.5 AVAYA SPACES ROOM APP FOR AVAYA CU360 AND XT SERIES DEVICES.....	6
<b>3. SERVICE TERMS.....</b>	<b>7</b>
3.1 FREE USAGE/TRIAL PERIOD.....	7
3.2 SUBSCRIPTION SERVICE .....	7
3.3 CHANGES OR DISCONTINUATIONS TO THE SERVICE BY AVAYA.....	7
3.4 SOFTWARE UPDATES.....	7
3.5 NOTICE OF ANY SECURITY BREACHES AND EMERGENCY SECURITY ISSUES.....	7
3.6 RESTRICTIONS.....	8
3.7 EMERGENCY SERVICE NOTICE AND DISCLAIMER .....	8
3.8 COMPLIANCE WITH APPLICABLE LAWS.....	8
3.9 REGULATORY RESPONSIBILITIES.....	8
3.10 AVAYA SPACES FOR EDUCATIONAL INSTITUTIONS .....	9
<b>4. TERMINATION OF SERVICE.....</b>	<b>9</b>
4.1 EARLY TERMINATION FEE .....	9
4.2 EFFECT OF TERMINATION OR EXPIRATION.....	9
<b>5. CUSTOMER DATA.....</b>	<b>10</b>
5.1 DATA RETENTION.....	10
<b>6. SUPPORT.....</b>	<b>10</b>
6.1 REPORTING A PROBLEM FOR PAID SUBSCRIPTIONS/CUSTOMERS WITH SINGLE SIGN-ON (SSO) .....	10
6.2 SUPPORT SERVICE LEVEL OBJECTIVES (SUPPORT.AVAYA.COM).....	10
6.3 BUSINESS SEVERITY CATEGORIES:.....	11
6.4 STANDARD BUSINESS HOURS .....	11
6.5 REPORTING A PROBLEM FOR FREE TRIALS AND CUSTOMERS WITHOUT SSO LOGIN ...	11

## 1. Introduction

Avaya Spaces™ is a cloud-based team collaboration and meeting app. It seamlessly integrates voice, video, tasks, sharing and more into one app You can access anywhere. Avaya Spaces helps working teams self-organize and get work done, even if they are widely distributed. This Service Description describes the specific terms of the Avaya Spaces Services made available by Avaya Inc. or the applicable Avaya affiliate (“Avaya”) to our Customers (“You” and “Your”) and their authorized End Users. Your use of the Service is governed by this Service Description and the terms and conditions of the written or online agreement between You and Avaya (“**Avaya Agreement**”).

The offer can be described as follows:

- A global offer available now for ordering in the countries listed on the [Offer Availability](#) matrix on the following site:  
<https://support.avaya.com/helpcenter/getGenericDetails?detailId=C2012112916262543043> (“**Offer Availability Matrix**“)
- The Service is being made available to Customers through Avaya Partners, and in some cases through direct channels as indicated on the Offer Availability Matrix:
  - Direct-to-Customer on the Avaya e-Commerce storefront located at <https://avaya.com/> via Sales Agent model
  - Sold by Partner via traditional Resell model in Avaya One Source (A1S)
  - Sold by Partner via traditional Resell model in the new Channel Store (“Avaya Channel Marketplace”) in US, Canada, and EU
  - Bundled via the Avaya Subscription offer
- The Service supports Windows, Mac, iOS, Android, Avaya IX™ Workplace, and the Avaya CU360 and Avaya XT devices.
- Avaya reserves the right to make changes and corrections to the information in this Service Description or to the content and timing of any product, product feature, or software release presented herein. Further, roadmap information contained herein is provided for information purposes only and is not a commitment or an obligation to deliver any product, product feature or software functionality. Avaya posts the most current Service Description at:  
<https://support.avaya.com/helpcenter/getGenericDetails?detailId=C2012112916262543043#Top>.

### 1.1 Glossary

For this Service Description, the following terms will be used:

- **Avaya** – Avaya Inc. or the applicable Avaya affiliate
- **End User or User** – A verified user on Avaya Spaces. An End User has access to the features and benefits of the Avaya Spaces offer.
- **Participant** – An End User or non-credentialed Guest who uses the application.
- **Children’s Online Privacy Protection Act** – Means the Children’s Online Privacy Protection Act of 1998 (15 U.S.C. §§ 6501–6506) and all rules issued in furtherance of such Act.

- **Customer or end Customer** – A company buying the service for its End Users. It is possible that a Customer will buy a single license. In such a case, Customer and End User may mean the same.
- **Customer IT Domain Admin** – Customer admin allowed to take different service management actions for the benefit of the End Users within their domain.
- **Customer Data** – Electronic data, text, audio recordings, or other data that is transmitted stored, retrieved, or processed in, to, or through the Service.
- **Distributors** – Refers to an Avaya authorized distributor. Distributors can resell Services to Resellers.
- **Guest** – Refers to a meeting party who does not have an Avaya Spaces account.
- **Resellers** – Refers to resellers who are authorized by Avaya to purchase through Distributors (Tier 2) or to purchase directly from Avaya (Tier 1).
- **Service(s)** – Means the services used by Customer and described in this Service Description.
- **Partners** – Refers individually “Partner” and collectively “Partner” to Distributors or Resellers.
- **Service Term** – The length of the Avaya Spaces license(s).
- **Annual Pre-Paid** – A license that is paid in full at the beginning of a year.
- **Ticket** – Represents a service request made by a Customer or Partner.

## 2. Avaya Spaces Service Features

### 2.1 What is Avaya Spaces Anyway?

Avaya Spaces is a cloud-based team collaboration and meeting app. It seamlessly integrates voice, video, tasks, sharing and more into one app You can access anywhere. Use it on Your laptop at work, Your tablet at home, or Your phone on-the-go. We designed Avaya Spaces for teams that need a simple and effective way to track communications and manage tasks — without being overwhelmed by clutter or chatter. It’s a step up from individual task lists, without the jump to large and expensive communication platforms.

### 2.2 What Features Are Supported by License Type?

Please refer to the official [Spaces User Manual](#) for more information on features and functionality.

Feature	ESSENTIAL (\$0 USD)	BUSINESS (\$6 USD)	POWER (\$18 USD)
Personal Meeting Room in the Cloud	Yes	Yes	Yes
Team space Creation and Management	Yes	Yes	Yes
Single Sign-On (O365, Google, Salesforce)	Yes	Yes	Yes
Technical Support with a purchase or deployed with Avaya Workplace and	Yes	Yes	Yes

Avaya Spaces – Service Description

either Avaya Aura or Avaya IP Office support contract			
Web Application Access Across Chrome, Edge (Chromium), and Firefox	Yes	Yes	Yes
Mobile Application Access Available for Android and Apple iOS mobile devices	Yes	Yes	Yes
Launch from Avaya IX Workplace (/Equinox) soft client	Yes	Yes	Yes
Team space Messaging	Yes	Yes	Yes
Private Spaces and Passwords	Yes	Yes	Yes
Direct Messaging (1:1)	Yes	Yes	Yes
File Sharing	Up to 1 GB	Unlimited	Unlimited
Online Voice Conference* Up to 50 simultaneous Participants at Essential tier, 200 at Business, 500 at Power tiers.	Yes	Yes	Yes
Desktop Sharing	Yes	Yes	Yes
Direct Online Video Chat 1-on-1 video calling with other Avaya Spaces End Users.	Yes	Yes	Yes
Application Programming Interface	Yes	Yes	Yes
Application Integrations Agenda, Outlook Plug-in, Google Calendar extension, Slack, Microsoft Teams & more	Yes	Yes	Yes
Group Task Management	Yes	Yes	Yes
Online Video Conference*  Up to 200 simultaneous Participants at Business and 500 at Power tier.  See up to 34 simultaneous Participants at Business, 61 at Power.		Yes	Yes
Share File Previews		Yes	Yes
Recording (1080p @30fps)			Yes
API Support			Yes
Dial-in Local dial-in is not available in every country.			Yes

\*Please note: Avaya Spaces does not support video/voice meetings in excess of 24 hours.

### 2.3 Local Dial-in Numbers

Local dial-in numbers will not be provided for every Country. Please see the list of countries where local dial-in numbers are offered today below.

<b>COUNTRY</b>	<b>NUMBER(S)</b>
US/CANADA (Toll-Free)	+1 855-378-8822
US	+1 513-912-0606
CANADA	+1 647-799-6626 +1 514-500-7751
ARGENTINA	+54 221 513-8029
ARGENTINA (Buenos Aires)	+54 11 2040-0104
AUSTRALIA (Albury)	+61 2 6064 2002
AUSTRALIA (Sydney)	+61 2 7201 8692
BELGIUM	+32 58 68 01 64
BRAZIL	+55 51 3500-0709
CHILE	+56 6 5256 2543
COLOMBIA (Bogota)	+57 15085230
CROATIA	+385 17776781
CYPRUS	+357 26030231
CZECH REPUBLIC	+420 558 080 005
DENMARK	+45 89886929
DOMINICAN REPUBLIC	+1 829-954-7994
FRANCE (Boulogne-Billancourt)	+33 176432026
GERMANY	+49 89 21094 347
GREECE	+30 2811180087
HONG KONG	+852 5808 0551
HUNGARY (Budapest)	+36 17016031
INDIA (Toll-free)	000 800 919 0642
IRELAND	+353 49 389 3007
ISRAEL	+972 4-374-1359
ITALY	+39 06 94803208
JAPAN	+81 476-66-2279
LUXEMBOURG	+352 27862226
MALAYSIA	+60 3-9212 6821
MEXICO	+52 81 5030 7403
NETHERLANDS	+31 318 728 477
NEW ZEALAND	+64 68887001
NORWAY	+47 23967372
PANAMA	+507 838-7620

PERU (Lima)	+51 17007916
POLAND	+48 82 888 10 71
PORTUGAL	+351 308808263
ROMANIA	+40 339630000
SINGAPORE	+65 31581236
SLOVAKIA (Martin)	+421 433211267
SLOVENIA (Ljubljana)	+386 18889020
SPAIN (Soria)	+34 975887001
SWEDEN	+46 570 48 09 09
SWITZERLAND	+41 22 518 77 02
TURKEY	+90 850 3902831
UK	+44 20 3514 6828 +44 800 088 5585

## 2.4 Platform Support

- **Browser:**
  - Google Chrome - 72+
  - Mozilla Firefox - 77.0.1
  - Microsoft Edge (Chromium) - 81.0.416.68+.
- **Mobile:** Android (5+) and iOS (9.2+) apps are available.
- **Operating System:** Windows and Mac OS X.

## 2.5 Avaya Spaces Room App for Avaya CU360 and XT Series Devices

Avaya Spaces Room is an Android-based application that enables End Users to join Avaya Spaces meetings from their Avaya CU360 camera devices; this application is pre-installed on Avaya CU360 devices on version 10.2.0.26 or later.

In order to join Avaya Spaces meetings using the Avaya Spaces Room application:

- The Avaya Spaces Mobile app can be used on a mobile phone or tablet to instruct the CU360 to join a specific space using a QR code scanner.
- A laptop can also be used to instruct the CU360 to join a specific space by entering a verification code.

The Avaya CU360 physical remote control can be used to mute, block video and end the call. It will also enable control of the Avaya CU360 camera for pan/tilt and zoom actions.

You can learn more about this application by viewing the quick setup guide found here: <https://downloads.avaya.com/css/P8/documents/101065159>.

**It is important to note that the Avaya Spaces Room application is currently free to use (at 720p resolution); an announcement about pricing and additional licensing will come later. A prospective User must connect to a space established by a “Business” or “Power” licensee in order to utilize the application.**

Additional support has been added for the Avaya IX™ Room Systems XT Series:

- Users of the XT Series devices can now join Avaya Spaces meetings via SIP or H.264 SVC standards.

### **3. Service Terms**

The Customer's right to use Avaya Spaces will, at all times, be conditioned on compliance with payment obligations for the Service and compliance with the Avaya Agreement. Unless the Service Description expressly states otherwise, if there is an express conflict between the terms of this Service Description and the Avaya Agreement, the Avaya Agreement will govern.

#### **3.1 Free Usage/Trial Period**

Anyone with a valid email address can sign up for Avaya Spaces, subject to availability. An End User may opt to use the "Essential" license for no cost; upon signing up for this license, an End User automatically receives a 90-day trial of the "Business" license, which includes enhanced functionality.

#### **3.2 Subscription Service**

The Service is offered on a subscription basis and billing for the Service is either Annual Pre-Paid or monthly, subject to applicable laws. Contact your Partner or Avaya support for further details around ordering, billing, payment terms, invoicing terms, Service activation, order terms, and any renewals.

#### **3.3 Changes or Discontinuations to the Service by Avaya**

Notwithstanding anything in the Avaya Agreement to the contrary, Avaya may at its sole discretion modify the aspects, features, or functionality of the Service without prior notice. Notwithstanding the foregoing, Avaya will endeavor to provide Customer with fifteen (15) days prior notice for any material changes. In addition, Avaya may, at its discretion and without liability, discontinue its Service offering in the market and terminate the Service. Avaya will endeavor to provide sixty (60) days prior written or electronic notice to the Partner, but the timing may be greater or less at Avaya's discretion.

#### **3.4 Software Updates**

Avaya Spaces will require updates from time to time. Updates may take the form of bug fixes, new or enhanced functionality, and updated or new versions of the software, and are intended to improve or enhance the Service. Customer agrees to receive such updates as part of its subscription to the Service; as a Cloud-based service, these updates are automatically applied to an End User's Avaya Spaces account.

#### **3.5 Notice of Any Security Breaches and Emergency Security Issues**

Avaya retains the right to provide notice of security breaches as they relate to the Service as necessary to comply with applicable laws and regulations. In the event Avaya determines Avaya must provide such notification, Customer and Partner will cooperate and coordinate fully with Avaya with respect to the timing and content of any such notice. To the extent permitted by applicable law, Partner and/or Customer is fully responsible for all costs and expenses of notifying the Customer's



employees, and if applicable, any End Users of such a security breach and Avaya shall have no such obligations or liability. If there is an emergency security issue, the end Customer's account may be suspended automatically. If there is a suspension, Avaya will endeavor to ensure that suspension would be to the minimum extent required and of the minimum duration to prevent or terminate the issue. If an end Customer's account is suspended without prior notice, Avaya will provide the reason for the suspension as soon as is reasonably possible

### **3.6 Restrictions**

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

### **3.7 Emergency Service Notice and Disclaimer**

THE SERVICE, AS PROVIDED BY AVAYA, IS NOT CONFIGURED TO SUPPORT OR PROVIDE EMERGENCY CALLS OR COMMUNICATIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO 911 AND E911 SERVICE. IT IS RECOMMENDED THAT ANY USER OF THE SERVICE HAVE AN ALTERNATIVE MEANS OF ACCESSING EMERGENCY SERVICES. PARTNER OR CUSTOMER MAY HAVE AN OBLIGATION TO PROVIDE EMERGENCY SERVICES, INCLUDING, BUT NOT LIMITED TO 911/E911 SERVICE. IN ORDER TO PROVIDE EMERGENCY SERVICES TO USERS, AN APPROPRIATE EMERGENCY SERVICE SOLUTION THROUGH A THIRD-PARTY AND PROPERLY CONFIGURE THE SERVICE TO ROUTE EMERGENCY CALLS.

PARTNER OR CUSTOMER ARE SOLELY RESPONSIBLE FOR CONFIGURING AND TESTING ANY EMERGENCY SERVICE SOLUTION, INCLUDING CONFIGURATION OF THE SERVICE. AVAYA (INCLUDING ITS AFFILIATES) SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS, SUITS, PROCEEDINGS, LIABILITIES, SETTLEMENTS, ATTORNEYS' FEES, COSTS, EXPENSES, PENALTIES, FINES, JUDGMENTS AND DAMAGES OF ANY KIND RESULTING FROM ANY ACTS OR OMISSIONS RELATED TO CONFIGURATION OR PROVISION OF THE SERVICE FOR EMERGENCY SERVICE.

### **3.8 Compliance with Applicable Laws**

CUSTOMER ACCEPTS THE RESPONSIBILITY OF IT AND ITS END USERS USING THE SERVICE IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO, THE TELEPHONE CONSUMER PROTECTION ACT AND ITS ASSOCIATED REGULATIONS PROMULGATED BY THE FEDERAL COMMUNICATIONS COMMISSION, AND APPLICABLE STATE TELEMARKETING LAWS AND REGULATIONS AS WELL AS APPLICABLE CALL RECORDING LAWS.

### **3.9 Regulatory Responsibilities**

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

### **3.10 Avaya Spaces for Educational Institutions**

Customer will comply with its obligations under applicable privacy and data protection laws, including obtaining parental consent where required for the collection, use and sharing of data before allowing any underage End Users to access the Services. If Customer is an educational institution that allows End Users under the age of 13 to use the Services, as required under the Children’s Online Privacy Protection Act (COPPA), Customer (i) consents to Avaya’s collection, use, and sharing of personal information from such End Users as described in Avaya’s Spaces for Schools Privacy Notice here: <https://downloads.avaya.com/css/P8/documents/101071136> and this Service Description. and (ii) agrees to obtain COPPA compliant parental consent before any collection from End Users under the age of 13. Customer will immediately terminate any use of the Services by underage End Users if the parental consent obtained is withdrawn.

If Avaya becomes aware an End User is provided access to the Services in violation of this section, then Avaya may specifically request that Customer immediately terminate the applicable End User account. If Customer fails to comply with Avaya’s request to terminate an End User account, then Avaya, at its sole discretion, may (i) terminate the End User account and/or, (ii) suspend or terminate the Services provided to Customer without any penalty.

Customer is responsible for, and will promptly comply with any request for exercise of the rights provided by Children’s Online Privacy Protection Act with respect to any personal information that belongs to a minor under 13 to the extent the Service enables Customer to access, delete, or disclose End Users data. In the event Customer requires Avaya’s assistance to comply with any request for exercise of the rights provided by Children’s Online Privacy Protection Act, Customer will immediately notify Avaya via email at [dataprivacy@avaya.com](mailto:dataprivacy@avaya.com).

Notwithstanding the foregoing, Avaya reserves the right to automatically and without prior notice suspend or terminate the Service or terminate an End User account if it reasonably suspects that Customer has not complied with its obligation under this section. If Avaya suspends or terminates the Service, or terminates an End User account without prior notice to Customer, at Customer’s request, Avaya will provide Customer the reason for the suspension as soon as is reasonably possible.

Customer will cooperate with Avaya in defending any claim with respect to compliance with the Children’s Online Privacy Protection Act. Avaya shall have full control and authority over the defense, except that: (a) any settlement requiring Customer to admit liability or to pay any money will require Customer’s prior written consent, such consent not to be unreasonably withheld or delayed; and (b) Customer may join in the defense with its own counsel at its own expense.

## **4. Termination of Service**

### **4.1 Early Termination Fee**

Notwithstanding anything to the contrary in the Avaya Agreement, if Customer terminates a Service order for convenience before the end of the Service Term, Customer will be responsible for all fees including the month of termination for the month-to-month payment option or in the case of 1, 3, or 5 year term, Customer will pay an early termination fee equal to fifty per-cent (50%) of their remaining term (“Early Termination Fee”). Early Termination Fees are payable within thirty (30) days from the effective date of termination. On an Annual Pre-Paid contract, any cancellations that occur before the Service Term ends will not be entitled to a refund.

### **4.2 Effect of Termination or Expiration**

In the event of termination or expiration of the Service for any reasons, Customer shall immediately cease use of the Service and permanently destroy all documentation, training materials and confidential information associated with the Service within Customer's possession or control. All access to the Service shall cease immediately upon the termination or expiration of the Service.

## 5. Customer Data

### 5.1 Data Retention

Avaya will make Customer Data generated from the Services available for two (2) years from the date such data was generated, after which time they will be automatically deleted; provided, however that this default retention period can be increased or decreased across the domain by a Customer administrator or by an individual Spaces administrator by including the custom retention period in an input field. Notwithstanding the foregoing, Avaya will not provide storage for Customer Data after termination or expiration of the Service or Service Term, unless a longer retention period is required by applicable law or for billing or dispute resolution purposes.

Data pertaining to Your use of the Services will only be collected and used by Avaya for the purposes of: (i) securing and improving respective services or offerings; (ii) providing our customers with analytics and benchmarking information once such data has been aggregated; and (iii) providing You with support services (directly or through a subcontractor).

## 6. Support

### 6.1 Reporting a Problem for Paid Subscriptions/Customers with Single Sign-on (SSO)

For paid Avaya Spaces subscriptions, technical support can be sought by the Customer or Partner by visiting [support.avaya.com](http://support.avaya.com). In order to open a Ticket, the party seeking support must register for an SSO login and provide their SoldTo, which is assigned during the initial purchase.

For this method, our support process is summarized as follows:

- Customers or Partners should contact Avaya for technical support as required via [support.avaya.com](http://support.avaya.com);
- Through this process a Customer or Partner is assigned a Ticket and a member of the Avaya support team will reach out to the Ticket opener via email and/or phone;
- Customer or Partner will have 24x7 around-the-clock access to an Avaya Service Center via the website (<http://support.avaya.com>) or telephone to request support;
- Customers who purchase Avaya Spaces, are not required to purchase additional support, as support and software assurance are already included in this solution;
- Customers can view the operational status of Avaya Spaces on the Avaya Cloud Status Board as well as registering for email notifications regarding service impacting issues at [status.avayacloud.com/#](http://status.avayacloud.com/#)

### 6.2 Support Service Level Objectives ([support.avaya.com](http://support.avaya.com))

Avaya will use commercially reasonable efforts to commence support on the Customer's request for remote support according to the following table:

	<b>Outage</b>	<b>Severe Business Impact</b>	<b>Business Impact &amp; Non-Service Impact</b>
Requests submitted via website	Within fifteen (15) minutes	Within fifteen (15) minutes	Within Standard Business Hours
Requests submitted via telephone	Within one (1) hour	Within two (2) hours	Next Business Day

### 6.3 Business Severity Categories:

- **Outage Service Request:** A real-time service or product outage in a production system that could require drastic measures to restore (such as a system restart), severely downgrades service capacity, or results in a loss of service for a significant number of End Users. This situation severely impacts productivity or creates a significant financial impact. NOTE: requires Customer to commit to 24x7 dedicated resource until restoration/workaround.
- **Severe Business Impact Service Request:** Severe degradation of production system or service performance for which there is no active workaround and problem severely impacts service quality or the control or the operational effectiveness of the product affects a significant number of End Users and creates significant productivity or financial impact. This situation materially obstructs the Customer’s ability to deliver goods or services. Also includes automated product alarms which meet the Severe Business Impact criteria as noted above.
- **Business Impact Service Request:** Significant degradation to the system’s operation, maintenance or administration; requires attention needed to mitigate a material or potential effect on system performance, the Customer or on the Customer’s business. Also includes automated product alarms which meet the Business Impact criteria as noted above.
- **Non-Service Impact Service Request:** A question or problem that does not immediately impair the functioning of the product or system and which does not materially affect service to Customers. If related to a problem, the problem has a tolerable workaround. Includes consultation, records corrections and administrative issues.

### 6.4 Standard Business Hours

Monday through Friday (or any other local period of five (5) consecutive working days according to local custom) between the hours of 8:00 a.m. and 5:00 p.m. in the time zone where the Customer is located, excluding Avaya observed holidays (a list is available upon request).

### 6.5 Reporting a Problem for Free Trials and Customers without SSO login

Additionally, we offer an online portal where Customers, who do not have a SSO login, can directly obtain support without having to provide a SoldTo; this link can be found here: [onecare.avaya.com/spaces](http://onecare.avaya.com/spaces).