Service Description

For

Avaya Spaces™

A cloud-based Avaya meeting & collaboration offering.

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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 to our Customers (“You” and “Your”) and their authorized End Users.

The offer can be described as follows:

- A global offer available now for ordering in the following countries:
  - North America:
    - Canada, US
  - Europe, Middle East and Africa (EMEA):
    - Austria, Belgium, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Latvia, Lebanon, Lithuania, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Turkey, United Kingdom, Ukraine
  - Latin America and the Caribbean (AI):
    - Argentina, Aruba, Bahamas, Barbados, Bolivia, Brazil, British Virgin Islands, Bermuda, Cayman Islands, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Honduras, Jamaica, Mexico, Panama, Peru, Puerto Rico, St. Lucia, Suriname, Trinidad & Tobago, Uruguay, US Virgin Islands
  - Asia Pacific (APAC):
    - Australia, Bangladesh, Hong Kong, India, Indonesia, Japan, Malaysia, New Zealand, Singapore, South Korea, Sri Lanka, Taiwan, Thailand;

- The Service is being made available to Customers through Avaya Channel Partners, and in some cases through direct channels:
  - Direct-to-Customer on the Avaya e-Commerce storefront (“Avaya Storefront”) via Sales Agent model (in the U.S. only)
  - 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 IX Subscription offer

- The Service supports Windows, Mac, iOS, Android, Avaya IX™ Workplace, and the Avaya CU360 and Avaya XT devices.
- While reasonable efforts have been made to ensure that the information in this Service Description is complete and accurate, Avaya assumes no liability for any errors. Avaya reserves the right to make changes and corrections to the information in this Service Description. 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 reserves the right to make changes to the content and timing of any product, product feature, or software release presented herein.

1.1 Glossary

For this Service Description, the following terms will be used:
• **End 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.
• **Customer or end Customer** – A company buying the service for its End Users. It is possible that a Customer will buy a single Seat. 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.
• **Resellers** – Refers to resellers who are authorized by Avaya to purchase through Distributors (Tier 2) or to purchase directly from Avaya (Tier 1).
• **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, Your phone on-the-go, or even from your space computer in the dark depths of outer space (well, that last one could be an exaggeration). 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’s New in this Latest Version?**

Refer to this section frequently, as new features are being added on a regular basis. Recently, the following features were added to Avaya Spaces™:

- **Recording**
  - Avaya Spaces™ users with “Power” licenses now have the option to record their meetings in 1080p (@30fps); recordings capture video/audio/screensharing and are posted in the same space where they were initiated.
- **Avaya Spaces™ Room**
  - Avaya Spaces™ Room is an Android-based application that enables users to join Avaya Spaces™ meetings from their Avaya CU360 camera devices.
- **Avaya IX™ Room Systems XT Series Integration**
  - Users of the XT Series devices can now join Avaya Spaces™ meetings via SIP or H.264 SVC standards.
- **Password and “Private Space” support**
Avaya Spaces™ – Service Description

- Users are now able to add passwords (i.e. numeric PINs) to their spaces; correct password entry is required from meeting attendees to gain access to password-protected spaces.
- Additionally, users may enable the “Private Space” feature to limit a space to authenticated Members and Admins only. This option excludes Guest and dial-in attendees (and currently, room system devices) from entering a given space.
  - Smart-Mute:
    - After 15 participants have entered a meeting, new entrants are automatically muted, and entrance/exit tones are also suppressed.
  - New Dial-in Numbers
    - New dial-in numbers have been added to Avaya Spaces™; please see section 2.4 for a complete list of supported countries.

2.3 What Features Are Supported by License Type?

Please refer to the official Spaces User Manual for more information on features and functionality.

<table>
<thead>
<tr>
<th>Feature</th>
<th>ESSENTIAL ($0 USD)</th>
<th>BUSINESS ($6 USD)</th>
<th>POWER ($18 USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Meeting Room in the Cloud</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Team space Creation and Management</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Single Sign-On (O365, Google, Salesforce)</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Technical Support with a purchase or deployed with Avaya Equinox and either Avaya Aura or Avaya IP Office support contract</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Web Application Access Across Chrome, Edge (Chromium), and Firefox</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Mobile Application Access Available for Android and Apple iOS mobile devices</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Launch from Avaya IX Workplace (/Equinox) soft client</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Team space Messaging</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Direct Messaging (1:1)</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>File Sharing</td>
<td>Up to 1 GB</td>
<td>Unlimited</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Online Voice Conference*</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Up to 50 simultaneous participants at Essential tier, 200 at Business, 500 at Power tiers.</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Desktop Sharing</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>
## Direct Online Video Chat
1-on-1 video calling with other Avaya Spaces™ 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 15 simultaneous participants at Business, 35 at Power.

| Yes | Yes |

## Share File Previews

| Yes | Yes |

## Recording (1080p @30fps)

| Yes |

## API Support

| Yes |

## Dial-in
Local dial-in not available in every country.

| Yes |

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

### 2.4 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.

<table>
<thead>
<tr>
<th>COUNTRY</th>
<th>NUMBER(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>US/CANADA (Toll-Free)</td>
<td>+1 855-378-8822</td>
</tr>
<tr>
<td>US</td>
<td>+1 513-912-0606</td>
</tr>
<tr>
<td>CANADA</td>
<td>+1 647-799-6626</td>
</tr>
<tr>
<td>ARGENTINA</td>
<td>+54 221 513-8029</td>
</tr>
<tr>
<td>ARGENTINA (Buenos Aires)</td>
<td>+54 11 2040-0104</td>
</tr>
<tr>
<td>AUSTRALIA (Albury)</td>
<td>+61 2 6064 2002</td>
</tr>
<tr>
<td>AUSTRALIA (Sydney)</td>
<td>+61 2 7201 8692</td>
</tr>
<tr>
<td>BELGIUM</td>
<td>+32 58 68 01 64</td>
</tr>
<tr>
<td>BRAZIL</td>
<td>+55 51 3500-0709</td>
</tr>
<tr>
<td>CHILE</td>
<td>+56 6 5256 2543</td>
</tr>
<tr>
<td>COLOMBIA (Bogota)</td>
<td>+57 15085230</td>
</tr>
<tr>
<td>CYPRUS</td>
<td>+357 26030231</td>
</tr>
<tr>
<td>CZECH REPUBLIC</td>
<td>+420 558 080 005</td>
</tr>
</tbody>
</table>
2.5 Platform Support

- Browser: Requires Google Chrome OR Mozilla Firefox OR Microsoft Edge (with support for HTML5/Web RTC).
- Mobile: Android (5+) and iOS (9.2+) apps are available.
- Operating System: Windows and Mac OS X.
2.6 Avaya Spaces™ Room App for Avaya CU360 Devices

Avaya Spaces™ Room is an Android-based application that enables 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.

3. Service Terms

3.1 Avaya Storefront.

If You purchased Avaya Spaces™ through the Avaya Storefront, Your access and/or use of Avaya Spaces™ constitutes Your agreement to: (i) the Avaya OneCloud Terms of Service and Avaya’s Acceptable Use Policy set forth at https://www.avaya.com/en/termsofservice/ or a successor site designated by Avaya (“Terms of Service”) and (ii) the terms set forth in this Service Description. If You do not agree to the terms and conditions set forth in the Terms of Service and this Service Description, do not use or access Avaya Spaces™. Your right to use Avaya Spaces™ will at all times be conditioned on Your compliance with payment obligations and the then-current Terms of Service and Service Description. Unless this Service Description expressly states otherwise, if there is an express conflict between the terms of this Service Description and the Terms of Service, the Terms of Service will govern.

3.2 Avaya Agreement.

If You purchased Avaya Spaces™ pursuant to a written agreement between You and Avaya (“Avaya Agreement”), then Your access and use of Avaya Spaces™ is governed by this Service Description and the Avaya Agreement. Unless this Service Description expressly states otherwise, if there is an express conflict between this Service Description and the Avaya Agreement, the Avaya Agreement will govern Your access and use of Avaya Spaces™.

3.3 Indirect Sales.

If You purchased Avaya Spaces™ from a Partner, then Your access and use of Avaya
Spaces™ is governed by (i) the Avaya Terms of Use for Hosted Service and Avaya’s Acceptable Use Policy set forth at [http://support.avaya.com/Licenseinfo](http://support.avaya.com/Licenseinfo) or a successor site designated by Avaya (“Terms of Use”); and (ii) the terms set forth in this Service Description. If You do not agree to the terms and conditions set forth in the Terms of Use and this Service Description, do not use or access Avaya Spaces™. Your right to use Avaya Spaces™ will at all times be conditioned on Your compliance with payment obligations and the then-current Terms of Use and Service Description. Unless this Service Description expressly states otherwise, if there is an express conflict between the terms of this Service Description and the Terms of Use, the Terms of Use will govern.

3.4 Free Usage/Trial Period

Anyone with a valid email address can sign up for Avaya Spaces™, subject to legal, regulatory, and security requirements. 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.

3.5 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.

3.6 Changes or Discontinuations to the Service by Avaya

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.

3.7 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.

3.8 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.

3.9 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. This Service may also not be used for the transmission of personal health information.

**THE SERVICE IS NOT CURRENTLY DESIGNED TO COMPLY WITH THE REQUIREMENTS OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (“HIPAA”) AND MAY NOT BE USED TO CREATE, RECEIVE, TRANSMIT, MAINTAIN, USE, OR DISCLOSE PROTECTED HEALTH INFORMATION AS DEFINED UNDER HIPAA.**

3.10 Emergency Service Notice and Disclaimer

**THE CUSTOMER AND THE PARTNER UNDERSTAND AND ACKNOWLEDGE THAT 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.**

3.11 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 APPLICATE STATE TELEMARKETING LAWS AND REGULATIONS AS WELL AS APPLICABLE CALL RECORDING LAWS.**

3.12 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.

4. Termination of Service

4.1 Termination for Cause

Notwithstanding anything to the contrary, Customer or Avaya may terminate the Service upon notice to the other if the other party fails to cure any material breach of the Terms of Use within a fifteen (15) days period after having received a written notice from the non-breaching party detailing the breach and requesting the breach is cured. If Customer terminates due to an uncured, material breach hereunder by Avaya, Customer will be required to pay in full for all fees owing up until the month of termination. If Avaya terminates for cause, Customer will be responsible for all fees owing up until the month of termination or in the case of Annual Pre-Paid, forfeit the remainder of the Service Term. Avaya is also entitled to any other rights and remedies available to it as a matter of contract, law, and equity or otherwise.

4.2 Termination for Convenience

Either party may terminate the Service for convenience upon fifteen (15) days prior notice to the other. In the event of Customer’s termination for convenience, Customer will be required to pay in-full all contract obligations for the remainder of the Service Term. By way of example, if Customer terminates a Service order which is billed monthly in arrears for convenience effective any time during the Service Term, Customer shall pay the subscription fees for that month. On an Annual Pre-Paid contract, any cancellations that occur before the Service Term ends will not be entitled to a refund.

4.3 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. Data Retention

Notwithstanding anything to the contrary, Customer Data (including any copy of it) shall not be kept longer than is required for the data processing purposes, unless (a) a longer retention period is required by applicable law or (b) Customer instructs Avaya in writing to (i) keep certain Customer Data longer and Avaya agrees to follow such instruction or (ii) return or delete certain Personal Data earlier. Avaya will not provide storage for Customer Data after termination or expiration of the Service or Service Term for that Customer, unless a longer retention period is required by applicable law or for billing or dispute resolution purposes. Avaya has no responsibility or liability for the loss or deletion of any Customer Data or failure to store the Customer Data.

Subject to compliance with applicable data protection and privacy laws, You acknowledge and agree that 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) to provide You with support services (directly or through a subcontractor).

6. Support

6.1 Reporting a Problem

Avaya Spaces™ technical support can be sought by the Customer or Partner by visiting support.avaya.com. In order to open a Ticket, the party seeking support must provide their site ID, 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;
- 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;
- Avaya will provide these support services 24/7 (including beyond normal business hours and on holidays);
- Customers who purchase Avaya Spaces™, are not required to purchase additional support, as support and software assurance are already included in this solution.

Additionally, we offer an online portal where Customers can directly obtain support without having to provide a site ID; this link can be found here: onecare.avaya.com/spaces.